

Effective date  
1 December 2020

# Accidental Damage Cover

Terms and Conditions



# WELCOME



Thanks for choosing Brightside Accidental Damage Cover to protect your new device.

The devices we use go through a lot each day. By choosing to have Brightside Accidental Damage Cover you're now protected for when the unexpected happens.

Inside this booklet you will find all you need to know about your cover. It includes all the important stuff like what you're covered for and how to claim if something does happen to your device.

If you have any questions about your cover you can contact us on 0800 848 444. We're here Monday – Friday 8.30am – 5:30pm.

Now if the unexpected does happen, there's a brightside.

The Brightside Cover Team



## IMPORTANT INFORMATION

Please read the Policy wording in its entirety to ensure that the Policy meets Your individual requirements. Some of the words and phrases frequently used in this Policy document have special meanings. Their meanings are explained on page 9 of this document.

## About This Policy

Brightside Accidental Damage Cover is issued to You by Brightside pursuant to a binder agreement with Brightsideco Insurance Limited ("BIL").

As a purchaser of this Policy, You are entitled to the benefits set out in this Policy document, subject to the terms and conditions set out in this Policy document. Please ensure You keep this Policy document and Your Purchase Invoice as proof of Your purchase.

A separate Brightside Accidental Damage Cover Policy must be purchased for each device You would like covered. If You have purchased more than one device on the same Purchase Invoice, then Your Brightside Accidental Damage Cover Policy will only cover those devices specifically described on Your Purchase Invoice as Covered.

All amounts referred to in this Policy document are in New Zealand dollars and GST inclusive, and any claims paid are, or will be, in New Zealand dollars.

## The Insurer

Brightsideco Insurance Limited (BIL) is the insurer of this Policy, "Brightside Accidental Damage Cover".

Brightsideco Insurance Limited  
PO Box 84-458  
Westgate  
Auckland 0657  
New Zealand

## Insurer Financial Strength Rating

Insurance (Prudential Supervision) Act 2010 – Brightsideco Insurance Limited has a B (Fair) insurer financial strength rating given by AM Best.

The rating scale in summary form is:

A++ / A+	Superior	B++ / B+	Good	C++ / C+	Marginal	D	Poor
A / A-	Excellent	B / B-	Fair	C / C-	Weak		

Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength in the category. A Rating Notch is expressed with either a second plus "+" or minus "-".

## About Brightside

Brightside, a trading name of Brightside Co (NZ) Limited, is the issuer of this Policy and has been appointed by BIL under a binder agreement to issue policies. Brightside has also been authorised to administer and settle claims made under the Policy on BIL's behalf. This means that Brightside makes decisions about claims on BIL's behalf.

## What is Covered

### Accidental Damage

Brightside Accidental Damage Cover provides You with protection against any Accidental damage to Your Covered device which affects its functionality.

### What We Will Pay

In the event of You making a claim under the Policy and subject to You paying the Excess, We shall, at Our discretion, pay for:

- (i) the repair of the Covered device using new parts, or refurbished parts that are equivalent to new in performance and reliability, or
- (ii) providing You with a Replacement device that is a new or a refurbished device equivalent to a new Covered device in performance and reliability, or
- (iii) providing You with a Store Credit for up to the Original Purchase Price of the Covered device.

Where a Replacement device or a Store Credit is provided, the original Covered device becomes the property of BIL and this Policy is fulfilled.

### Period of Cover

Brightside Accidental Damage Cover provides 12 or 24 months cover from Accidental damage depending on the term chosen by You.

Cover commences fourteen (14) days from the date the device is taken into Your possession as shown on Your Purchase Invoice and cover under this Policy ends on the earliest of:

- (i) the end of the Policy term either 12 or 24 months from the Commencement date, or
- (ii) the date the Policy is cancelled in accordance with the cancellation rights set out on page 8, under Cancellation, or
- (iii) We have met the Policy settlement requirements set out above in the "What We Will Pay" section.

### Claim Limits

Our liability is for any one (1) valid claim per Covered device per 12-month period for Accidental damage.

### Geographical Limits

Cover is provided for any Accidental damage that occurs to Your Covered device anywhere in New Zealand.

## Claim Procedures

### Making a Claim

If Your Covered device suffers Accidental damage, You must take all reasonable precautions to prevent further damage and contact Us as soon as possible to register a claim.

Where possible We recommend that You create a backup of Your device's data. Repair or Replacement of Your device under this Policy may result in loss of user-generated data.

To make a claim:

- email Brightside at [accidentaldamagecover@brightsideco.co.nz](mailto:accidentaldamagecover@brightsideco.co.nz)
- call Brightside on 0800 848 444 (hours of operation are Monday to Friday 8:30am to 5.30pm excluding public holidays)

Once You have submitted a claim, We will let You know where You can drop off Your device to be assessed. Your device must be assessed by Our repair network before Your claim can be accepted. Once Your claim is accepted under Your Policy, You will be required to pay the Excess outlined within this Policy document prior to Your claim being fulfilled.

### Repair of Your device

In repairing Your Covered device, the parts used by the repairer may be new or refurbished so they are equivalent to new in performance and reliability according to suitability and availability of supply.

### Replacement of Your device

At Our sole discretion, We may choose to replace Your Covered device if it is uneconomical to repair Your Covered device. If We choose to replace Your Covered device, the Replacement device will be selected by Us.

The Replacement device We provide may have a selling price less than the Original Purchase Price You paid for Your Covered device. A Replacement device will feature at least equivalent specifications to Your Covered device. Occasionally a refurbished device may be supplied.

Availability and changes in technology will be taken into account by Us in determining the suitability of a Replacement device and Our choice is not limited to the brand or model of Your Covered device.

In any claim, Replacement of Your Covered device will constitute as fulfilment of Our obligations under this Policy. Where We have replaced Your device, Your original Covered device becomes Our property and We will take possession of Your Covered device.

### Your Excess

The Excess amount shown in the table below, is the amount that You must contribute toward the cost of each claim for Accidental damage cover.

Product Purchase Price	Applicable Excess
Covered devices purchased for \$501 and under	NZ\$50 per eligible claim
Covered devices purchased for above \$501	NZ\$75 per eligible claim

## Limitation of liability

BIL shall not be responsible for any loss or damage to a person or property, direct, consequential or incidental damages arising from the use of or inability to use the Covered device to the extent that the law may disclaim such. This Policy does not cover any defects which are subject to a manufacturer's recall or which are Covered under a manufacturer's program or reimbursement, any third-party warranty or service program or consumer law. BIL's liability under this cover shall not in any event, exceed the Original Purchase Price of the Covered device.

## What is not Covered

The following is not considered Accidental Damage and is not Covered:

- where the Covered device is lost or stolen, and as a result cannot be produced for inspection.
- damage caused by natural disaster, such as but not limited to an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire;
- damage caused by wear & tear;
- damage caused by Software;
- damage caused by rot, corrosion & rust;
- damage caused by action of micro-organisms, mould, mildew, fungi, or gradual deterioration;
- damage caused by insects or vermin;
- damage caused by any process of cleaning, refurbishment, repair or restoration or modification;
- scratching, denting or cosmetic damage (including damage to paint and finish) where it does not affect the operation or safety of the device.
- mechanical, electrical or electronic breakdown except as a result of Accidental damage;
- damage caused by inherent fault or defective workmanship, material or design;
- damage caused by storm or flood damage while in the open air;
- any loss or damage to property, direct, consequential or incidental;
- any loss of electronic data;
- damage caused by fire;
- intentionally caused or malicious damage;
- accessories used in or with the device unless they are sold with the device and are essential for normal use;
- damage to batteries of any kind unless encapsulated or encased & not accessible by the end user;
- service calls, assessment fees, repair costs or replacement costs where Your Covered device has not suffered any Accidental damage.
- costs of re-installation of the device unless otherwise agreed by Us. This includes reception & transmission problems resulting from external causes, faults in any wiring, electrical connection not internal to the device;

There is no cover under this Policy where the following has occurred:

- A serial number has been altered, defaced or removed.
- Where the Covered device has been modified to alter its functionality or capability.
- Where the Covered device is operating outside the permitted or intended uses specified by the manufacturer.
- Where a service is performed by anyone that is not authorised by Us.
- As a result of lawful seizure, including the repossession of the Covered device or any other operation of law.
- Damage to a Covered device while it is outside of New Zealand.

There is no cover under this Policy in respect of claims arising out of;

- any act of declared or undeclared war, invasion or civil war;
- nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion;
- confiscation, nationalisation or requisition by the order of Government or Local Authority but the Company will pay for damage as a result of such an order if it is to prevent fire or other damage covered by this Policy;
- any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, death, injury, illness, liability, cost or expense, or any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism, which may result in loss, damage, death, injury, illness, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism;
- any loss of electronic data and any liability arising from this, directly or indirectly caused by, or in connection with a computer virus. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with the electronic data.

## General Information

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### Cancellation

#### By You: (cooling off period)

This Policy can be cancelled by You within fourteen (14) consecutive days of the Policy purchase date. If You choose to cancel this Policy within the cooling off period, You will receive a full refund of the Premium You paid provided that no claim has taken place. If a claim has been made this Policy cannot be cancelled. No refunds will be available for any cancellation made after the cooling off period.

#### By Us:

We may cancel Your Policy by giving You notice in writing for reasons including:

- i. Failure to comply with the conditions of this Policy;
- ii. Non-payment of the Premium; or
- iii. Any acts of fraud or other dishonest or criminal acts.

## Definitions

In this Policy the following definitions apply:

**Accidental damage:** Any sudden and unforeseen damage to the Covered device caused by an unintentional event, including damage due to liquid, which affects Your Covered device.

**Accidental damage cover:** Means the protection provided by the Policy.

**BL:** Brightsideco Insurance Limited.

**Brightside:** Means Brightside Co (NZ) Limited.

**Brightside Accidental Damage Cover:** Means this Accidental damage cover provided by Brightside under this Policy.

**Commencement date:** Means fourteen (14) consecutive days from the date the device is taken into Your possession as shown on Your Purchase Invoice.

**Covered device:** The original device purchased by You and as identified on Your Purchase Invoice.

**Excess:** Means the amount payable by You in the event of a claim.

**Goods & Services Tax:** All amounts referred to in the Policy include any GST that may apply.

**Original Purchase Price:** Means the final purchase price You paid for Your device including any applicable taxes and GST.

**Policy:** Means this Brightside Accidental Damage Cover.

**Policy Wording:** Means the terms, conditions and exclusions outlined in this Product Disclosure Statement and Policy Document that explains the coverage of Your Policy.

**Purchase Invoice:** The document which confirms Your cover under this Policy.

**Premium:** Means the amount payable by You to cover Your device under the Policy that includes applicable government taxes such as GST, and any duties or charges payable by You.

**Replacement device:** Means a device that We supply You with in the event of an accepted claim that warrants a Replacement.

**Software:** Means but not limited to, operating systems, applications, viruses.

**Store Credit:** Means an in Store Credit allowance, for use at a designated retail store.

**We, Us or Our:** Means Brightsideco Insurance Limited through its agents, including Brightside, appointed by Us or acting on Our behalf.

**You/Your:** Means the person or entity who purchases this Policy as named on the Purchase Invoice and who legally owns the device.

## Complaints Process

We are committed to handling any complaints about this Policy and associated services efficiently and fairly. If You have a complaint about this Policy or associated services, You can contact Brightside on 0800 848 444, email [complaints@brightsidecover.co.nz](mailto:complaints@brightsidecover.co.nz) or put the complaint in writing and send Your complaint to:

The Complaints Manager  
Brightside Co.  
PO Box 84-458  
Westgate,  
Auckland 0657, New Zealand

We will attempt to resolve the matter in accordance with Our Internal Disputes Resolution procedures as follows:

1	<p>If You have a complaint, please talk to Us on the number provided, for assistance. We will do Our best to resolve Your complaint quickly and fairly. If Your complaint relates specifically to a claim, please contact the claims specialist managing Your claim. If the customer service staff member or claims specialist are unable to resolve the matter for You, or You are not satisfied with their decision, You may speak to the manager.</p> <p>If You are not satisfied with the response from the manager, You can seek a review by proceeding to step 2.</p>
2	<p>Seek an internal review. If the matter is still not resolved, the manager will refer You to the relevant Internal Dispute Resolution (IDR) area who will conduct a review of Your dispute.</p> <p>The Internal Dispute Resolution officer will try to resolve Your dispute within 15 business days and provide a response to Your dispute in writing.</p> <p>If You are not satisfied with the response from the (IDR) officer, You can seek an external review by proceeding to step 3.</p> <p>If You are not satisfied with the decision, or Your dispute remains unresolved after 45 days, You can proceed to step 3.</p>
3	<p>Seek an external review. BIL are a member of an independent dispute resolution scheme operated by Insurance &amp; Financial Services Ombudsman (IFSO) and approved by the Ministry of Business, Innovation &amp; Employment. If You are not satisfied with Our handling of or the outcome of Your complaint You may, if You wish to take Your complaint to the IFSO. IFSO's contact details are <a href="mailto:info@ifso.nz">info@ifso.nz</a> or telephone 0800 888 202.</p> <p>Full details of how to access the IFSO scheme can be obtained on their Website <a href="http://www.ifso.nz">www.ifso.nz</a>. There is no cost to You to use the services of the IFSO.</p>

## Privacy Statement

We are committed to complying with the Privacy Act 2020 (NZ) and protecting Your Privacy is important to Us. We collect personal information from You, including information about You:

- name
- contact details
- interactions with Us
- billing or purchase methods.

We collect Your personal information in order to:

- create Your Policy and provide it to You, and
- receive payment from You, and
- investigate and pay claims under Your Policy.

If You choose not to provide this personal information to Us, We will not be able to provide this Policy to You.

Besides Our staff, We share this information with:

- the party You purchased the Covered device from, and
- Our related companies, and
- Our claims service providers, including the Insurance Council of New Zealand's claims register.

in order to achieve the purposes of collection referred to above.

We keep Your information safe by storing it securely on servers that may be in New Zealand or overseas.

You have the right to ask for a copy of any personal information We hold about You, and to ask Us to correct it if You think it is incorrect. If You would like to ask for a copy of Your information, or to have it corrected, please contact Us at 0800 848 444.

# Getting Accidental Damage Cover is easy...

Just let Your salesperson know You'd like to add it when purchasing Your device. And protect Your device with confidence knowing:



## Insurer Rating

Your Policy is backed by an Insurer with a B (Fair) rating.



## 14 day cooling off period

Your Policy comes with a 14 day cooling off period. You can cancel the Policy during that period and receive a full refund of Your Premium so long as You never make a claim.



## Know Your Excess

Product Purchase Price	Applicable Excess
Covered devices purchased for \$501 and under	NZ\$50 per eligible claim
Covered devices purchased for above \$501	NZ\$75 per eligible claim



## Terms and Conditions

Please read all the terms of Your Policy which are available here at [brightsidecover.co.nz](http://brightsidecover.co.nz). Alternatively, please ring 0800 848 444 to receive a copy by email or post.



Insurance (Prudential Supervision) Act 2010 – Brightsideco Insurance Limited has a B (Fair) insurer financial strength rating given by AM Best.

The rating scale in summary form is:

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Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength in the category. A Rating Notch is expressed with either a second plus "+" or minus "-".

Got questions? We'd love to chat.

0800 848 444

[brightsidecover.co.nz](http://brightsidecover.co.nz)

Brightside Accidental Damage Cover is issued under a binder agreement from the insurer, Brightsideco Insurance Limited (Company Number 3315009, FSP223405). Policy limits and exclusions apply. Please refer to the Policy wording for full terms and conditions available at [brightsidecover.co.nz](http://brightsidecover.co.nz). Copyright © 2019 Brightside Co (NZ) Limited NZBN9429041844151, FSP 5584026, trading as Brightside Cover.