

Instant Replacement Insurance

Terms and Conditions

Section A – What’s insured

Damage & Breakdown

We will provide You with the following:

Unlimited replacements if for any reason Your Product isn't working due to sudden and unexpected damage and after the manufacturer warranty has expired for breakdown due to; an electrical or mechanical fault, that affects the operation of the Product please note the Section B exclusions below.

How to Claim:

If Your Product isn't working, please call our customer services experts for Your claim to be submitted. Once approved, take Your Product, together with Your Instant Replacement Insurance Certificate, to one of our stores. Once the fault is confirmed Your Product will be replaced on the spot.

The replacement that We select for You will be based on a Product of equivalent or similar specification up to a maximum of Your original Product purchase price paid. If an appropriate Product is not available, the price originally paid will be credited towards a Product of Your choice.

If We replace Your Product, the original Product will become our property.

Duration of Policy:

Your Policy cover will continue from the Policy 'Effective Start Date' for a total of 3 years, upon which Your Policy will expire on the 'Policy Expiry Date' as shown on Your Instant Replacement Insurance Certificate, unless it is cancelled by You or Us before then. You are entitled to unlimited replacements during the 3 years of Your Policy.

Your agreement will end if an appropriate Product is no longer available and We issue a credit towards a Product of Your choice or if the replacement chosen is not eligible for Instant Replacement and You'll be entitled to a pro-rata refund on any Policy payments You have made in advance.

Replacements outside the Republic of Ireland?

If an incident occurs while You are abroad, We will not be able to settle Your claim until You return to the Republic of Ireland.

Eligibility

- You must be 18 years old or over to purchase a Policy.
- You need to be a resident of the Republic of Ireland.
- Your Product must have been purchased from Us within the previous 45 calendar days and must be in Good Working Order before the Policy starts.

Section B – What is not insured

- Any breakdown that is covered by the manufacturer's warranty, or a claim resulting from a manufacturer's recall of the Product.
- Household appliances and Products if used for business purposes, for instance; coffee machine in a café or restaurant, vacuum cleaner in a cleaning company.
- The replacement of regularly replaced items/consumable items, including:
 - Batteries that are user accessible, for instance detachable or accessible with a screwdriver or similar tool.
 - Bulbs and lamps.
 - Vacuum cleaner belts.
- Losses arising from lack of care, for instance;
 - Replacement of a Product which has been exposed to insect infestation (or similar phenomenon) or human/animal fluid/matter.
 - Replacement of the Product which has been neglected, abused, misused, or damaged intentionally. You or anyone who has permission to use Your Product must take reasonable care of the Product.
- Any cosmetic damage (e.g. dents, rust, scratches etc.).
- Any claim due to flood, storm or other severe weather conditions.
- Any claim due to fire, unless caused by an electrical malfunction within the Product.

- Repair costs incurred by You instructing an unauthorised third party to carry out any repairs on the Product.
- Theft or loss of the Product (or any part of it).
- Any accessories purchased or provided with the Product.
- Inoperability of the Product caused by withdrawal of services by a third party or by a failure of, fault with or interruption of a utility supply.
- In no event will We be liable for loss or corruption of data, records downloads, videos, music, applications or information, loss of profits, costs relating to any other policies or plans You have in place, loss or corruption of software, loss of benefit, loss of goodwill or loss of business, or any indirect, special, incidental or consequential loss.
- Any loss suffered if You cannot use the Product.
- Any consequential loss caused to Your property due to a faulty Product. Any such eventuality should be referred to Your Home Contents and or building insurer. For the avoidance of doubt this operates as a non-contribution clause and will not contribute to claims from other insurers.
- Any claim if You knowingly provide false or misleading information.

Section C – Important information

"Us, We, Our," means Currys Ireland Limited on behalf of MAPFRE ASISTENCIA Compania Internacional de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE AGENCY IRELAND.

"You, Your" means The Person(s) Insured named on Your Instant Replacement Insurance Certificate.

- You don't have to buy Instant Replacement at the same time as you purchase your new product. You have up to 45 days to decide, however, your product must be in Good Working Order before the Policy starts
- Instant Replacement is provided by MAPFRE ASSISTANCE Agency Ireland.
- Similar insurances may be available from other providers.
- There are statutory rights in place that apply to faulty goods. You can find advice on those rights from Citizens Information or the Competition and Consumer Protection Commission.
- Your household insurance may provide you with some protection for your Product but:
 - You may not be protected for faults caused by electrical or mechanical breakdown.
 - Portable Products may not be protected.
 - Your annual premium may increase after your claim.
 - You may have to pay an excess.
- You may cancel this Policy at any time. If you cancel a Policy within the first 28 days of purchase, you will be entitled to a full refund (unless you have made a valid replacement request). If you have made a replacement request or wish to cancel after the first 28 days, you will receive a pro rata refund of the Policy payments you have paid based on the number of full unexpired months of cover remaining.
- You are entitled to unlimited replacements during the 3 years of your Policy.
- We will not be responsible for any failure to carry out our obligations under Instant Replacement if it is caused by any circumstances outside our reasonable control.
- To prevent damage caused by viruses, we strongly recommend that you keep all operating systems and anti-virus software up to date.
- If the Product stores data, we strongly recommend that you back up your data.
- Where appropriate fully guaranteed refurbished or generic parts may be used.

Section D - Cancellation notice

If You pay up front for a set period of time for Your Policy and have not made a valid replacement request and cancel the Policy within 28 days from date of purchase or receipt of these terms, whichever is later, You will receive a full refund of the Policy payments paid. If You have made a replacement request, You will receive a pro rata refund based on the number of full unexpired months remaining on Your Policy.

If You no longer wish to have the benefits of Your Policy You can provide notice to cancel by calling Currys customer services (see Section J for contact details).

Our rights to cancel

We may cancel this Policy for any valid reason. A valid reason may include, but are not limited to:

- Where Policy payment(s) are not paid on time. If this happens, We will notify You of this. If the payment is not received (either by our second attempt to take the payment, or by You making the payment by alternative means) within 14 days from the date on which it was due, Your Policy will be cancelled from the date on which the Policy payment(s) was due without the need for Us to give any further notice to You. We may, at our discretion, allow this Policy to resume where a payment is made after this 14-day period, but We are under no obligation to do so.
- If You use Your Product to commit a crime or to allow any crime to take place, We will cancel Your Policy immediately and notify You of this in writing.
- Where We reasonably suspect fraud We may refuse any repair request and cancel Your Policy immediately. You will not be entitled to a refund. We may also take legal action against You.
- If, because of a successful replacement request under this Policy, We have issued You with a voucher to replace Your Product as an appropriate Product is not available, We will immediately cancel Your Policy with effect from the date of the incident which gave rise to the replacement request.
- Unless otherwise stated above, if We cancel Your Policy We will give at least one month written notice to the last known home or email address You have provided to Us. If You have a Policy and We cancel Your Policy You will be entitled to a pro-rata refund of the Policy payment(s) You have paid based upon the number of unexpired Policy months remaining on the Policy for which You have paid.

Section E – Definitions

Throughout the text certain words have a specific meaning wherever they appear and We have defined these below.

- "Good Working Order" means the Product has no mechanical or electrical faults and is not damaged.
- "Instant Replacement Insurance Certificate" means the certificate that shows the specific Product covered by this Policy, premium due and the policyholder's details. The certificate does not show the cover You have and You should read this as one document together with Your Instant Replacement terms and conditions.
- "Policy" means, This Instant Replacement terms and conditions, the information You have provided, and the Instant Replacement Insurance Certificate form the contract of insurance between You and Us. In return for Your premium, We will provide the cover outlined in this Instant Replacement terms and conditions for the Product shown on Your Instant Replacement Insurance Certificate, subject to the Instant Replacement terms and conditions.
- "Product" means the Product which We describe under the heading 'Product Covered' in the Instant Replacement Insurance Certificate We have given to You and which remains in force.
- "Us, We, Our" means Currys Ireland Limited on behalf of MAPFRE ASISTENCIA Compania Internacional de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE AGENCY IRELAND.
- "You, Your" means The Person(s) Insured named on Your Instant Replacement Insurance Certificate.

Section F – Laws and Obligations

Policy Underwriters

MAPFRE ASISTENCIA Compania Internacional de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

The law which applies to the contract

Under European law and the law of the Republic of Ireland, You and We can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply.

Insurance Act 1936 (Section 93)

All money which is paid or may be paid by Us to You under this Policy will be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999.

The Consumer Insurance Contracts Act 2019

Our Obligations

- We have an obligation to ask clear and direct questions to ensure Your Policy can be accurately underwritten.
- We have an obligation to provide You with all questions which are required to be answered by You before a contract of insurance is entered into.
- We must ensure You answer all questions Your insurer requires to be answered.
- We must abide by the new changes introduced under The Consumer Insurance Contracts Act (2019) with regard to the application of proportionate remedies for misrepresentation. This means:
 - Where there is innocent misrepresentation, We must pay a claim and are not entitled to cancel Your Policy.
 - Where there is negligent misrepresentation and where no claims have been notified, We can cancel Your Policy providing reasonable notice to You. Where a claim has been notified, We may act as We would have done had We been aware of the information when You took out the Policy.
 - Where there is fraudulent misrepresentation, We can cancel Your Policy.

Your Obligations

- You are under a duty to answer all the questions asked honestly and with reasonable care.
- You have a duty to pay Your premium within a reasonable time, or in accordance with the terms of the contract of insurance.
- If You become aware after a claim is made of information that would either support or prejudice the claim, You are under a duty to disclose it.
- You may be required upon request to provide information, documents or receipts reasonably necessary to support and/or verify Your claim.
- If You make a false or misleading claim, We are entitled to refuse to pay Your claim, cancel Your Policy and may retain Your premium.

Section G - Updating Your details / Transferring the Policy

If You need to amend any of Your details, such as 'Your name' or address or if You sell or give away Your Product, You can transfer this Policy to the new owner, free of charge.

Please contact Currys Customer Services (see Section J for contact details) so that We can update our records. To ensure You get the best service possible it is important the details of the owner of the Product remain up to date.

*Note: for change of name You will need to provide appropriate documentary evidence of name e.g. Copy of marriage certificate, decree absolute, deed poll, certificate etc.

Section H - Data Protection

We will need to obtain personal information from You to provide You with the Policy of insurance. This means any information obtained from You in connection with this Policy provided to You by Us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use Your personal data in the following ways:

- to provide You with Policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on Your behalf under the Policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to You, (subject to Your prior consent);
- to analyse and develop our relationship with You;
- to help in processing any applications You may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by Us and/or any sectorial organisation in Europe.

Where You have given Your consent, We may share some of Your personal information with our partner companies or companies within our group so that they can provide You with information about other products, services and promotions that may be of interest to You by letter, telephone, SMS or e-mail. We will only disclose Your personal information to third parties if:

- it is necessary for the performance of Your Policy of insurance with Us;
- You have given Your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change Your mind about Your marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway or email: DPO.IRELAND@mapfre.com

We deal with third parties that We trust to treat our customers' personal information with the same stringent controls that We apply ourselves.

Section I - Complaints Procedure

Currys Ireland Limited arranges and administers the Instant Replacement insurance on behalf of MAPFRE ASSISTANCE Agency Ireland and are committed to providing You with exceptional customer service. In the event of a complaint, please contact Currys customer services on:

Phone Number: 0818 810 575

Email: insurance@currys.ie

Address: Currys ROI Insurance, PO Box 194, Cramlington, NE23 ODA, UK

If You remain dissatisfied with the outcome or We are unable to resolve Your complaint to Your satisfaction, You have the right to refer Your complaints to the Financial Services and Pensions Ombudsman for investigation.

The Financial Services and Pensions Ombudsman can be contacted at:

Address: Lincoln House,
Lincoln Place,
Dublin 2,
DO2 VH29.

Telephone: 0156 770000.

Email: info@fspo.ie

Section J - Get in touch for help and support

Call our Tech experts on: 0818 810 575

Email: insurance@currys.ie

Go online to: www.currys.ie Write to Us at: Currys ROI Insurance, PO Box 194, Cramlington, NE23 ODA, UK

If You require any literature in an alternative format such as Braille, audio cassette or large print, please contact Currys customer services.

Calls may be recorded for training and monitoring purposes.