



Ireland

COMMERCIAL WARRANTIES

*Check List
for consumers*



**Commercial
warranties, are
they worth the
money?**



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Ireland



European consumer legislation provides a set of rules to protect consumers across Europe when buying goods. Accordingly, if you encounter a problem with what you paid for, you are entitled to request that the seller provide remedies, i.e. free of charge repair or replacement, or a refund.

Products such as some household durable goods and larger electrical goods typically come with a manufacturer's guarantee – an agreement that the manufacturer undertakes to carry out repairs or replace the item for a set period of time when something goes wrong and can be attributed to manufacturing defects. However, when you are buying an item, there is a very good chance that you will be offered the chance to buy a warranty (or extended warranty), which provides cover for the unexpected failure or breakdown of goods, usually after the manufacturer's guarantee period is over.

If you are spending a lot of money, the idea of an extended warranty may seem to make sense. But do you really need it? And, is the warranty worth the extra cost?

Before you agree to a warranty, remember that:

Under EU rules, which are valid no matter where in the EU the goods are purchased, if an item does not conform to the description given by the seller, is not fit for purpose, is not of satisfactory quality or does not perform to an acceptable standard, you have the right to return it to the retailer who should repair or replace it free of charge or give you a refund. If the fault becomes apparent within 6 months of delivery, it is presumed to have existed at the time of delivery, unless the seller can prove the item was free from faults. If the defect arises after the initial six months, the seller can request that you prove the non-conformity of the item (which may take the form of an expert report stating the fault), before providing for remedies.

In Ireland, rules which protect consumers when buying goods are enforceable for 6 years from delivery of the goods. Within this period you can bring an action against the seller for 'lack of conformity'. Under national rules if the fault is major you have the right to reject the item and rescind the contract within a reasonable time of purchase.

All commercial warranties or guarantees are optional and additional to any right of redress consumers may have from a retailer under consumer legislation as primary responsibility under consumer legislation rests with the retailer.

What should you consider before buying a warranty (extended warranty)?



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Consider whether you actually need a warranty

Check your home insurance policy as it may cover accidental damage to items such as computers or TV sets. Consider the cost of replacing the faulty item and compare this to the cost of the warranty. Extended warranties that are paid for on a monthly basis can be very expensive.



Watch out for high pressure selling of warranties at the point of sale

While you can obtain certain benefits by purchasing the warranty, remember it is in addition to your statutory rights and the extra cover is completely optional, so do not feel pressured. Remember that despite what a salesperson may say your statutory consumer rights still apply.



Ensure you have clear information on the costs and benefits of the warranty and make sure the warranty covers problems that you are likely to have

Check what the warranty is useful for and remember that you have statutory rights that protect you when something goes wrong and that the item may also come with a manufacturer's guarantee. Check what remedies are offered under the warranty and whether you will incur any costs (e.g. the cost of postage) if you have the item repaired or replaced under the warranty. Does the warranty cover parts only? Is the cost of labour included? Will you be offered a replacement while the faulty item is being repaired?



Make sure you understand the procedure for claiming under the warranty

Who should you contact to make the claim? In order to benefit from the warranty do you need to report the issue within a certain period of time? How long do you need to allow the provider to repair the item?



Make sure you know the duration and territorial scope of the warranty

The warranty is generally offered for a certain period of time. Consider whether you really need the additional warranty if it does not cover the product beyond the duration of the manufacturer's guarantee. Check the geographical scope of the warranty to determine whether it will be valid if you purchased the item in a different country to the one in which you may require servicing.



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It is important to find out what the warranty does not cover

Exclusions to the warranty are important as they can affect your coverage, and may include improper installation, lack of proper maintenance, failure to report defects during the warranty period or incidental damage. Check carefully what is and what is not covered under the warranty.

Useful information

Warranties are legally binding on the provider under the conditions laid down in the warranty statement and the associated advertising. At your request the warranty should be made available in writing or any other durable form available.

If you encounter a problem with the item you bought, remember you can always rely on your statutory consumer rights. You should contact the seller as soon as possible, preferably in writing and keep records of all steps that have been taken in order to resolve the matter. Please bear in mind that it is not unreasonable for a seller to request the chance to examine the allegedly faulty product before offering any remedies or incurring any expenses (e.g. shipping cost). The remedy should be provided free of charge, within a reasonable time and without any significant inconvenience.

If you cannot reach an amicable solution with a seller based in another European Union Member State, Iceland or Norway, contact your European Consumer Centre.

**You will find
the full list of
addresses on**

www.europe-consommateurs.eu/en/consumer-topics/buying-of-goods-and-services/commercial-warranty-in-europe

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