

Enjoy Confidence, Support & Exclusive Benefits with your Purchase

# PRODUCT CARE®















#### Two Different Product Care Plans:

There are two types of Product Care Plans: Product Care Replacement Plan and Product Care Coffee Plan.

#### **Product Care Replacement Plans**

are available on selected products. If, during the Product Care Term, Your Product fails to operate as a result of an Eligible Fault, We will provide You with a **one-off replacement** of Your Product under Your Product Care or, in certain limited circumstances, a store credit or cash settlement at Our choice, subject to the limitations and replacement terms and conditions for Product Care Replacement Plans which can be found on pages 25-26.

#### **Product Care Coffee Plans**

are available for selected coffee machine products. If, during the Product Care Term, Your Product fails to operate as a result of a First Eligible Fault, We will repair Your Product.

If, during the Product Care Term, after the occurrence and repair of the First Eligible Fault, Your Product fails to operate due to another Eligible Fault, We will provide You with a one-off replacement of Your Product under Your Product Care or, in certain limited circumstances, a store credit or cash settlement at Our choice, subject to the limitations and replacement terms and conditions for Product Care Coffee Plans which can be found on pages 26-27.

A Product Care plan is not an insurance plan, nor are We insurers. A Product Care plan is a service plan supplied by Us in respect of the products We sell. We have entered into a separate service agreement with The Warranty Group Australasia Pty Ltd ABN 37 005 004 446 (TWGA) to administer the service plan and fulfil claims in respect of Product Care. TWGA (trading as Assurant) is part of Assurant, Inc a global provider of risk management solutions. If You have purchased more than one product on the same purchase receipt then Product Care will only apply to the product which was purchased with Product Care (as stated in Your Original Documents).

#### Discover all the benefits of Product Care

Relax knowing Your Product comes with the advantage of these exclusive benefits:



#### Certainty

With Product Care You have certainty that Your Product is covered for a specific period of time for an Eligible Fault.



#### Support

Our experienced support team ensures that the assessment, repair or replacement process under Your Product Care is a convenient experience. Whether You are experiencing a product fault or needing toll free-technical assistance, Our team is here to provide support every step of the way.



#### Advantage

Redeem exclusive discounts and benefits which will help You maintain Your Product and assist in an additional purchase.

# Summary of Product Care Replacement Plan and Product Care Coffee Plan Benefits

This table is a <u>summary only</u> and is not a substitute for obtaining legal advice and reading the full Terms and Conditions contained in this document. Limitations and exclusions apply with respect to Your Product Care, including an exclusion if You fail to use Your Product in accordance with the Manufacturer's instructions or if Your Product is accidentally damaged.



#### Period of Product Care Coverage

1, 2, 3 or 4 year protection terms available for eligible products.



#### Type of cover for an Eligible Fault

#### Product Care Replacement Plan

One-off replacement of Your Product under Your Product Care where there has been a failure of Your Product to operate as result of an Eligible Fault or, in certain limited circumstances, a store credit or cash settlement at Our choice.

#### Product Care Coffee Plan

Repair -where there has been a failure of Your Product to operate as a result of a First Eligible Fault. Thereafter, where Your Product fails to operate as a result of another Eligible Fault, a **one-off replacement** of Your Product under Your Product Care or, in certain limited circumstances, a store credit or cash settlement at Our choice.



#### What type of fault is covered?

An Eligible Fault. An Eligible Fault may include mechanical, electrical and/or electronic failure which becomes apparent from normal use of Your Product over time or involves condensation, humidity, internal overheating and dust.



#### Who will assess my product?

Where the Original Purchase Price of Your Product was \$500 or more and You can easily transport Your Product, You will have the option to bring Your Product to Our store for assessment, otherwise We will arrange for either an in-home assessment or for Your Product to be picked up by a third-party assessor. Where the Original Purchase Price of Your Product was less than \$500 and You can easily transport Your Product, You will be required to bring Your Product to Our store for an in-store assessment. If You cannot easily transport Your Product, We will arrange for either an in-home assessment or for Your Product to be picked up by a third-party assessor.



#### Commencement of cover

Begins at the expiration of the Manufacturer's Voluntary Warranty Period. Details of Your Manufacturer's Voluntary Warranty Period can be found on Your Original Documents.

#### Where am I covered?



Worldwide.



#### Toll free technical assistance

A dedicated support team is available to help with troubleshooting and advice for using Your Product with Product Care.



#### Transferrable

If You sell or gift Your Product with Product Care, Your Product Care and any unredeemed benefits of Your Product Care can be transferred to the new owner of Your Product.



#### Freight and service call out fees for a First Eligible Fault or an Eligible Fault

Repair: If Your Product fails to operate as a result of a First Eligible Fault, all freight and service call out fees related to assessment and repair of Your Product will be covered.

Replacement: If Your Product fails to operate as a result of an Eligible Fault:

- (a) All freight and service call out fees related to assessment of Your Product will be covered; and
- (b) Replacement Freight Costs will be covered but only to the extent that the sum of the Replacement Costs for the Replacement Product and any Replacement Freight Costs does not exceed the Original Purchase Price.



#### Convenience

You will have the convenience of having experienced operational and technical staff manage the assessment, repair and/or replacement process.



#### Reasonable uninstall and re-install costs on Cooking Products

Reasonable uninstall and re-install costs on built-in coffee machines

If Your Product is a Cooking Product and it fails to operate during the Product Care Term as a result of an Eligible Fault and is replaced, We will cover any reasonable uninstall and reinstall costs associated with the one-off replacement of Your Product provided that We first approve those costs.

If Your Product is a built-in coffee machine and it fails to operate during the Product Care Term as a result of an Eligible Fault and is replaced, We will cover any reasonable uninstall and reinstall costs associated with the one-off replacement of Your Product provided that We first approve those costs.



#### Food spoilage

If Your Product is a fridge or freezer We will, on receipt of credible supporting documentation, reimburse You for any substantiated cost of food which has been spoiled as a result of an Eligible Fault.

Not Applicable



#### Laundry

If Your Product is a washing machine or dryer We will, on receipt of credible supporting documentation, reimburse You for any substantiated laundry cleaning and/or drying service costs incurred by You as a result of an Eligible Fault. For the avoidance of doubt, We will not cover any costs incurred for dry cleaning.

Not Applicable

# Summary of the consumer's relevant rights and remedies under the ACL

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and 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 are not required to pay for Your rights and remedies under the ACL. Nothing in these Terms and Conditions and nothing in Your purchase of Your Product with Product Care excludes, restricts or modifies Your rights under the ACL. These Terms and Conditions are in relation to Your rights under Product Care which are in addition to Your existing rights under the ACL. It is important to Us that You know Your rights under the ACL. For further information please visit www.accc.gov.au.

The ACL protects consumers by automatically giving them basic, guaranteed rights for goods they purchase (**Consumer Guarantees**) at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known and comply with any description given or any demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods or provide a refund (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the ACL will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, taking into account factors including the cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. In some instances, manufacturers of goods provide a warranty in respect of their goods (a **Manufacturer's Voluntary Warranty**) which is separate to the Consumer Guarantees. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Consumers with a claim for breach of a Consumer Guarantee should contact the supplier of the goods at first instance. If You are unable to reach resolution with the supplier as to the remedy, You should seek independent advice and/or contact the ACCC (contact details on page 11) or Your state/territory fair trading body.

# A comparison of ACL rights and remedies and the features provided by Product Care

The following table is a summarised comparison of Consumer Guarantees and the protections offered by the purchase of a product with Product Care. Please note that this table is a summary only and is not a substitute for obtaining legal advice and reading the full Terms and Conditions contained in this document, as certain limitations and exclusions apply in certain circumstances, including an exclusion if You fail to use the product in accordance with the manufacturer's care instructions or if the product is accidentally damaged. In addition, You can visit www.accc.gov.au for more information on the Consumer Guarantees. Please note that, in addition to the protections below, You may have additional rights against the manufacturer under a Manufacturer's Voluntary Warranty.

**ACL** 

Product Care Replacement Plan Product Care Coffee Plan

#### When does protection start?

From the date of purchase or delivery of Your product (whichever is later).

On the expiry of the Manufacturer's Voluntary Warranty Period.

#### How long does the protection against defects last?

The protection lasts for a reasonable period from the date of delivery until the defect becomes apparent. Some circumstances in determining what is reasonable include the nature of the product, the price, the way it is used and any statements or representations made about the product.

The duration of coverage may overlap with and exceed the term of the Manufacturer's Voluntary Warranty and/or Product Care.

The relevant period can only be determined by reference to the individual circumstances of Your purchase.

For the Product Care Term. Protection begins on the expiry of the Manufacturer's Voluntary Warranty Period which is also shown on Your Original Documents.

#### Am I protected if the product is defective?

Protection where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'.

Depending on the circumstances, this may include protection against defects such as mechanical or electrical failure or faults caused by fair wear and tear and internal overheating. Protection if there is an Eligible Fault.

An Eligible Fault may include faults which become apparent from normal use of Your Product over time or involve condensation, humidity, internal overheating or dust.

There are Eligible Fault Exclusions.

# What remedies are available if the product is defective and protection is available?

#### Major Fault

Where the fault is a "major fault" (as defined in the ACL) or cannot be remedied, You may be entitled to reject the product and obtain a refund or replacement of the product. You are responsible for returning the product to the supplier (including the cost of doing so) unless this cannot be done without significant cost because of the nature of the failure or the size, height or method of attachment of the product.

#### Fault not major

Where the fault is not a "major fault" and can be remedied, You may require the supplier to remedy the failure within a reasonable time.

In these circumstances, the supplier is entitled to choose to repair or replace the goods or provide a refund.

#### Consequential losses

You may also be entitled (by legal proceedings against the supplier or Manufacturer) to claim consequential losses.

Where an assessment finds that Your Product has failed to operate as a result of an Eligible Fault, subject to limitations and the replacement terms and conditions on pages 25-26:

 One-off replacement of Your Product with a new like-for-like product that is the nearest equivalent to Your Product, as determined by Us.

If We form the opinion acting reasonably that the Replacement Cost for the Replacement Product plus any Replacement Freight Costs would exceed the Original Purchase Price then We have the right to satisfy Our obligation to provide You with a **one-off replacement** of Your Product under Your Product Care by instead providing to You at Our choice a store credit to be used by You in the selection of another product, or a cash settlement, in an amount equivalent to the Original Purchase Price.

- If a suitable replacement is not available then We will satisfy Our obligation to provide You with a one-off replacement of Your Product under Your Product Care by instead providing to You at Our choice a store credit to be used by You in the selection of another product, or a cash settlement, in an amount equivalent to the Original Purchase Price.
- If, during the Product Care Term, an Essential Accessory (e.g. Non-Standard Battery) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety. In these circumstances Your Product Care does not end and will continue on Your Product.
- Your Product Care does not provide You with any right or entitlement in respect of any Excluded Accessory.
- Payment of freight costs associated with the assessment of Your Product.
- Payment of reasonable uninstall and reinstall costs on Cooking Products only.

Where an assessment finds that Your Product has failed to operate as a result of a First Eligible Fault, We will repair Your Product (see limitations and the terms and conditions on pages 26-27). Where an assessment finds that after the repair of a First Eligible Fault, Your Deadly of the pages 26-27 as a see that the second of the pages of

Where an assessment finds that after the repair of a First Eligible Fault, Your Product fails to operate as a result of another Eligible Fault, subject to the limitations and replacement terms and conditions on page 25-26:

- One-off replacement of Your Product with a new like-for-like product that is the nearest equivalent to Your Product, as determined by Us.
  - If We form the opinion acting reasonably that the Replacement Cost for the Replacement Product plus any Replacement Freight Costs would exceed the Original Purchase Price then We have the right to satisfy Our obligation to provide You with a one-off replacement of Your Product under Your Product Care by instead providing to You at Our choice a store credit to be used by You in the selection of another product, or a cash settlement, in an amount equivalent to the Original Purchase Price.
- If a suitable replacement is not available then We will satisfy Our obligation to provide You with a oneoff replacement of Your Product under Your Product Care by instead providing to You at Our choice a store credit to be used by You in the selection of another product, or a cash settlement, in an amount equivalent to the Original Purchase Price.
- If, during the Product Care Term, an Essential Accessory (e.g. a milk attachment or portafilter) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety. In these circumstances, Your Product Care does not end and will continue on Your Product.
- Your Product Care does not provide You with any right or entitlement in respect of any Excluded Accessory.
- Payment of freight costs associated with the assessment of Your Product.
- Payment of reasonable uninstall and reinstall costs on built-in coffee machines only.

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	Replacement Pla	

Product Care Coffee Plan

# Who is obliged to provide the remedy for a defective product if protection is available?

Supplier (if seeking a repair, refund or replacement, or if You commence proceedings to claim damages). Manufacturer (if You commence proceedings

to claim damages).

Supplier (Us) via Our service agent - phone: 1300 117 083

#### Cost of coverage

No additional cost to the cost of your product.

The cost of Your Product with the Product Care Replacement Plan.

The cost of Your Product with the Product Care Coffee Plan

# Is a toll free technical assistance helpline available to help with my product?

Not required under the ACL but some suppliers and manufacturers do provide a helpline.

Yes, during the Product Care Term call 1800 008 104 Monday to Friday during the hours of 9:00 am to 5:00 pm.

#### Is there a guarantee that any repair will be carried out in a reasonable time?

The product must be repaired in a reasonable time or You are entitled to a replacement or a refund.

Not applicable as Your Product is replaced.

Limitations and replacement terms and conditions for the Product Care Replacement Plan can be found on page 25-26. In respect of a First Eligible Fault, Your Product will be replaced if a repair takes longer than twenty (20) working days from the date of assessment.

Please see pages 26-27 for limitations, repair and replacement terms and conditions for Product Care Coffee Plans.

#### What happens if I receive a remedy for a defective product?

Any replacement product or repair will be covered for a reasonable period depending upon the circumstances in the same way described above under the heading "How long does the protection against defects last?"

Your rights under Your Product Care end, however You will still be entitled to redeem any unused Additional Benefits (set out on pages 18-19) for the remainder of the Additional Benefits Term. If Your Product is replaced by Us, Your Product will become Our property and You assign all of Your rights in relation to Your Product to Us.

If an Essential Accessory (e.g. a Non-Standard Battery or an ice and water maker) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety. In these circumstances, Your Product Care does not end and will continue on Your Product.

Any once repaired product continues to be covered for the remaining duration of the Product Care Term.

If Your Product is replaced (or You receive a store credit or cash settlement) under Your Product Care, Your rights under Your Product Care end. You will still however be entitled to redeem any unused Additional Benefits (set out on pages 18-19) for the remainder of the Additional Benefits Term

If Your Product is replaced by Us, Your Product will become Our property and You assign all of Your rights in relation to Your Product to Us.

If an Essential Accessory (e.g. a milk attachment or portafilter) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety. In these circumstances, Your Product Care does not end and will continue on Your Product.

#### Food Spoilage

Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances include food spoilage. If Your Product is a fridge or freezer We will, at Our discretion (but subject to Our obligations at law), pay for any substantiated cost of food which has been spoiled as a result of an Eligible Fault.

Subject to Our obligations at law, We will not reimburse You for any spoiled alcohol or prescription medication. Not Applicable

#### Laundry

Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances include laundry costs.

If Your Product is a washing machine or dryer We will, at Our discretion (but subject to Our obligations at law), pay any substantiated laundry cleaning and/or drying costs You incur as a result of an Eligible Fault. For the avoidance of doubt, We will not cover any costs incurred for dry cleaning.

Not Applicable

# Additional rights and benefits under Product Care not available under the ACL

You will be entitled to the benefits set out below that are not available under the ACL, subject to the Terms and Conditions:

Product Care Replacement Plan

Product Care Coffee Plan

#### You know the exact period of cover for an Eligible Fault

Yes

Yes

#### Certainty that You will obtain a remedy if there is an Eligible Fault

One-off replacement of Your Product under Your Product Care or, in certain limited circumstances, a store credit or cash settlement at Our choice for an Eligible Fault.

See pages 25-26 for limitations and replacement terms and conditions for Product Care Replacement Plans.

Repair - if there is a failure of Your Product to operate as a result of a First Eligible Fault.

One-off replacement - if, after the repair of a First Eligible Fault, Your Product fails to operate as a result of another Eligible Fault, You will receive a one-off replacement of Your Product under Your Product Care or, in certain limited circumstances, a store credit or cash settlement at Our choice for an Eligible Fault.

See pages 26-27 for limitations and repair and replacement terms and conditions for Product Care Coffee Plans.

#### Specified days for repair time guarantee

Not Applicable as product is replaced.

Yes.

In respect of a First Eligible Fault, Your Product will be replaced if a repair takes longer than twenty (20) working days from the date of assessment.

Please see pages 26-27 for limitations and repair and replacement terms and conditions for Product Care Coffee Plans.

#### Additional Benefits on pages 18 - 19

Yes

Yes

#### Toll Free Technical Assistance

Yes

Yes

#### The ACCC's contact details

Australian Competition and Consumer Commission

Call: 1300 302 502

Indigenous Infoline: 1300 303 143

www.accc.gov.au

#### **Frequently Asked Questions**



What are my rights as a consumer?

We recognise that Your rights under the ACL are important and cannot be limited or excluded. The rights under Product Care are in addition to Your rights and remedies under the ACL. You are not required to pay for Your rights and remedies under the ACL. Nothing in Your Product Care Plan excludes or restricts Your rights under the ACL. Pages 7-10 contain a table that compares Your existing rights under the ACL with Your additional rights under Product Care.





When does my cover start? Your right to a remedy under Product Care starts on the expiry of the Manufacturer's Voluntary Warranty Period for Your Product. This period may differ between products and should be set out on Your Original Documents.





information do I need to have before I register my claim? In order for Us to provide You with an easy claim registration experience, We ask that You have the following items handy when calling Us:

- A copy of Your Original Documents
- The brand, model and serial number of Your Product
- · Your contact details, including phone or email
- In the event that Your Product is purchased under a company name, We may require evidence that the person calling has authority to make the claim.





How do I make a claim? Making a claim is simple. You can register Your claim online at www.productcareau.assurant.com or call Us on 1300 117 083. Be sure to have Your Original Documents at hand for claim lodgement.





# What if I have lost my receipt?

Please contact Your original store of purchase to obtain a copy of Your receipt. If You cannot recall where You made Your purchase, please call 1300 117 083.





#### Should I take my product back into the store of purchase?

We recommend that You contact Us prior to transporting Your Product. You may not be required to transport Your Product. We can let You know about what options You have to get Your Product assessed as quickly as possible. Call Us on 1300 117 083.





#### If I purchased my product with the Product Care Replacement Plan, do I get an immediate replacement?

No. Upon lodgement of Your claim with Us, an assessment needs to be carried out by Our approved agent to confirm whether Your Product has failed to operate as a result of an Eligible Fault. Freight costs to transport Your Product for assessment and all assessment costs are covered if an Eligible Fault is found.





# What if no Eligible Fault is found?

You will not be entitled to a replacement of Your Product under Your Product Care and You may incur charges with Your claim, such as freight and assessment costs.





# Am I covered overseas?

Yes. You can make a claim from anywhere in the world.



# Comparison of Product Care Replacement Plan and Product Care Coffee Plan

Product Care Replacement Plan

Product Care Coffee Plan



#### Period of Product Care coverage

1, 2, 3 or 4 year protection terms available for eligible products provided that the Manufacturer's Voluntary Warranty Period plus the Product Care Term does not exceed 7 years.

Note: The choice of 1, 2, 3 and 4 year protection terms may not be available on all eligible products.

#### Type of cover for Eligible Fault



One-off replacement of Your Product under Your Product Care or, in certain limited circumstances, a store credit or cash settlement at Our choice. Limitations and replacement terms and conditions for Product Care Replacement Plans can be found at pages 25-26.

For a First Eligible Fault- repair.

If, after the repair, Your Product fails to operate as a result of another Eligible Fault -

one-off replacement of Your Product under Your Product Care or, in certain limited circumstances, a store credit or cash settlement at Our choice. Limitations and replacement terms and conditions for Product Care Coffee Plans can be found at pages 26-27.



#### What type of fault is covered?

An Eligible Fault. An Eligible Fault is defined as a latent fault in Your Product at the Original Date of Purchase, which:

- (a) does not entitle You to reject Your
  Product under the ACL or entitle You to
  a replacement or refund of Your Product
  under the ACL, whether taken alone or
  taken together with any other failure of
  Your Product;
- (b) is not caused by an Eligible Fault Exclusion;
- (c) is not merely superficial and cosmetic.

For the repair - a First Eligible Fault.

For the replacement - an Eligible Fault which causes Your Product to fail to operate after the repair of a First Eligible Fault.

A First Eligible Fault is an Eligible Fault where You are not entitled, under the law, to: (a) require Us to repair Your Product; or (b) reject Your Product.

See adjacent column for definition of Eligible Fault.

#### Who will assess my product?



After calling Us, We will provide instructions on the next steps to assess Your Product.

Where the Original Purchase Price of Your Product was \$500 or more and You can easily transport Your Product, You will have the option to bring Your Product to Our store for assessment, otherwise We will arrange for either an in-home assessment or for Your Product to be picked up by a third-party assessor.

Where the Original Purchase Price of Your Product was less than \$500 and You can easily transport Your Product, You will be required to bring Your Product to Our store for an in-store assessment. If You cannot easily transport Your Product, We will arrange for either an in-home assessment or for Your Product to be picked up by a third-party assessor.

A claim under Your Product Care cannot be approved until an assessment of Your Product has occurred.

#### What is not covered? (Exclusions)



- Faults that entitle You to reject Your Product under the ACL or entitle You to a replacement or refund of Your Product under the ACL
- Faults to Your Product occurring during the Manufacturer's Voluntary Warranty Period
- · No fault found
- · Cosmetic Damage
- Consequential losses including the loss of any profits, revenue, data, goodwill or reputation and damage to other goods or property (other than food spoilage and laundry costs as detailed on page 20)
- 'Eligible Fault Exclusions' being a fault in, or failure to operate, of Your Product with Product Care, caused by or involving any one or more of the following:
  - (a) the transportation, repair, alteration, installation, uninstalling, dismantling, or reinstallation of Your Product with Product Care by any person other than Us (or by any person not authorised by Us);
  - (b) defects or design faults that are covered by the Manufacturer or distributor whether or not through the process of a product recall;
  - (c) accident, misuse or abuse of Your Product with Product Care;
  - (d) liquid penetration;
  - (e) infestations of vermin, pests or insects;
  - (f) rust, corrosion or mould:
  - (g) use of Your Product with Product Care outside of the Manufacturer's instructions (You must ensure that You read the Manufacturer's instructions prior to using Your Product with Product Care and maintain any servicing on Your Product with Product Care that may be described within the Manufacturer's instructions);
  - (h) failure or consumption of consumables used with Your Product with Product Care, including, but not limited to, filters, Standard Batteries, cables, fuses and bulbs:
  - (i) failure of any Excluded Accessory used in conjunction with Your Product with Product Care:
  - (i) failure of an Essential Accessory;
  - (k) Screen Burn;
  - (I) an electrical surge;
  - (m) user or manufacturer installed software or firmware. Product Care does not provide You with any right or entitlement in respect of any user or manufacturer installed software or firmware; and
  - (n) Commercial Use if Your Product with Product Care is a washing machine, dryer, dishwasher or coffee machine.

For the avoidance of doubt, if You lose Your Product, We have no liability or responsibility to You under Your Product Care and You will not be entitled to a refund of any amount paid by You for Your Product with Product Care.

Product Care does not provide You with any right or entitlement in respect of any Excluded Accessory.

A claim under Your Product Care will only be assessed if that claim is made by You, someone authorised by You or, where You have transferred Your Product with Product Care, the new owner of Your Product with Product Care.

#### Are there any restrictions on the cover?



An assessment organised and performed by Us must take place before a remedy is offered

If Your Product with Product Care is a washing machine, dryer, dishwasher or coffee machine, Product Care does not cover any faults or failures in Your Product caused by or involving Commercial Use.

There are exclusions to Your cover. Refer to the definition of 'Eligible Fault Exclusions'.

Product Care is not available on all products, including but not limited to refurbished products.

Your replacement benefit is a one-time use and is not immediate. If Your Product is replaced (or We give You a store credit or cash settlement) then Your Product Care replacement entitlement will cease.

If We form the opinion acting reasonably that the Replacement Cost for the Replacement Product plus any Replacement Freight Costs would exceed the Original Purchase Price then We have the right to satisfy Our obligation to provide You with a **one-off replacement** of Your Product under Your Product Care by instead providing to You at Our choice a store credit to be used by You in the selection of another product, or a cash settlement, in an amount equivalent to the Original Purchase Price.

If a suitable replacement is not available then We will satisfy Our obligation to provide You with a **one-off replacement** of Your Product under Your Product Care by instead providing to You at Our choice a store credit to be used by You in the selection of another product, or a cash settlement, in an amount equivalent to the Original Purchase Price.

If, during the Product Care Term, an Essential Accessory (e.g. Non-Standard Battery, connectivity hub or essential cord) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety.

Your Product Care does not provide You with any right or entitlement in respect of any Excluded Accessory.



#### Commencement of cover

Begins at the expiration of the Manufacturer's Voluntary Warranty Period. Details of Your Manufacturer's Voluntary Warranty Period can be found on Your Original Documents.



#### Where am I covered?

Worldwide. If You need to lodge a claim whilst overseas, please contact Us in Australia on the numbers provided in these Terms and Conditions, or visit Us online: www.productcareau.assurant.com.



#### What are my obligations?

If You wish to make a claim under Your Product Care, You must contact Us to arrange an assessment of Your Product.

You must keep a copy of Your original Tax Invoice for Your Product with Product Care.

At all times You must install, maintain and use Your Product as set out in the Manufacturer's instructions.

#### 20 Day Free Look



If:

- (a) You notify Us in writing within twenty (20) days of the Original Date of Purchase (20 Day Free Look Period) that You no longer wish to have the benefit of Your Product with Product Care; and
- (b) You have not made a claim under Your Product Care within that 20 Day Free Look Period.

then We will process a refund Your Product with Product Care, give You a credit for the price You paid for Your Product with Product Care in satisfaction of that refund (**Credit**) and issue You with an invoice for Your Product only (**New Invoice**). You authorise Us to apply the Credit towards payment of the New Invoice and We will refund the balance to You.

Cancellations after the 20 Day Free Look Period are not available.

#### Toll Free Technical Assistance



A dedicated support team is available to help with troubleshooting and advice for using Your Product with Product Care. You can access this assistance during the Product Care Term by calling 1800 008 104 Monday to Friday 9:00am to 5:00pm AEST, or You can submit an enquiry by visiting www. productcareau.assurant.com.

We may outsource the technical assistance service to suitably qualified agents or technicians according to the nature of Your Product with Product Care. The assistance You receive will be based on the latest technical knowledge available to Our service agents at the time of Your enquiry. The technical assistance available is limited to advice and will not include any other work or testing.

#### Transferable



If You sell or gift Your Product with Product Care, Your Product Care and any unredeemed benefits of Your Product Care can be transferred to the New Owner of Your Product (**New Owner**). Please contact us on 1300 117 083 to arrange transfer of ownership. To arrange transfer of ownership We may require some supporting documentation from You.

Please note that Your Product Care cannot be sold or gifted separately to Your Product. If the New Owner then sells or gifts Your Product to another person (**Further Owner**), the New Owner is not permitted to transfer Your Product Care and any unredeemed benefits of Your Product Care to the Further Owner.



#### **Environmental Factors**

An Eligible Fault may include faults which become apparent from normal use of Your Product over time, or involve condensation, humidity, internal overheating and dust.



#### Freight and service call out fees for a First Eligible Fault or an Eligible Fault

**Repair:** If Your Product fails to operate as a result of a First Eligible Fault, all Freight and service call out fees related to assessment and repair of Your Product will be covered.

Replacement: If Your Product fails to operate as a result of an Eligible Fault:

- (a) all freight and service call out fees related to assessment of Your Product will be covered; and
- (b) Replacement Freight Costs will be covered but only to the extent that the sum of the Replacement Costs for the Replacement Product and any Replacement Freight Costs does not exceed the Original Purchase Price.

If You are making a claim from overseas, You may be required to locate a suitable and convenient repairer and must pay for these freight and service call out fees and claim these costs from Us. You must provide Us with an itemised invoice detailing these costs.

If Your Product with Product Care is assessed and no Eligible Fault is found, We may charge You (and We will not reimburse You) for the costs associated with the freight and assessment costs of Your Product with Product Care.

#### **Additional Benefits**



#### 20% off Surge Protectors

Your Product Care entitles You to purchase from Us one surge protector at a price equivalent to 20% off the Everyday Price in respect of that surge protector. This discount cannot be used in conjunction with any other advertised offer.



#### 15% off Cooking Appliance Accessories (including cleaning products)

Your Product Care entitles You to purchase from Us one cooking appliance accessory at a price equivalent to 15% off the Everyday Price in respect of that cooking appliance accessory. This discount cannot be used in conjunction with any other advertised offer.



#### 15% off Audio Visual Accessories (including cables and cleaning kits)

Your Product Care entitles You to purchase from Us one audio visual accessory at a price equivalent to 15% off the Everyday Price in respect of that audio visual accessory. This discount cannot be used in conjunction with any other advertised offer.



#### 15% off Coffee Accessories (including filters, cleaning kits and other accessories)

Your Product Care entitles You to purchase from Us one coffee accessory at a price equivalent to 15% off the Everyday Price in respect of that coffee accessory. This discount cannot be used in conjunction with any other advertised offer.

#### Additional Benefits continued..



#### 10% off Floor Care Accessories (including bags, filters, mop heads and other accessories)

Your Product Care entitles You to purchase from Us one floor care accessory at a price equivalent to 10% off the Everyday Price in respect of that floor care accessory. This discount cannot be used in conjunction with any other advertised offer.



#### 15% off Fridge Accessories (including filters, cleaning kits and other accessories)

Your Product Care entitles You to purchase from Us one fridge accessory at a price equivalent to 15% off the Everyday Price in respect of that fridge accessory. This discount cannot be used in conjunction with any other advertised offer.



#### Bonus local delivery (Store to Door) and basic old appliance removal with your next appliance purchase

Your Product Care entitles You to one (1) bonus local delivery (store to door) of an appliance purchased from Us by You and the basic removal of Your old appliance. 'Local' is defined as up to a 30 km one way distance from the store of purchase to the delivery address. Basic removal of Your old appliance means pick up and disposal of an old appliance of a similar type to the appliance purchased and does not cover any dismantling or un-installing of the appliance.



#### 50 Photo prints per year

During each year of the Additional Benefits Term, Your Product Care entitles You to claim fifty (50) 6"x4" photo prints per year.



#### Accessing Your Additional Benefits

To access Your Additional Benefits under Product Care, You will be required to present Your Original Documents, this original brochure and photo identification to Us.

You are eligible to access Your Additional Benefits after twenty-one (21) days from the date of purchase of Your Product with Product Care until the end of the Additional Benefits Term. Your Additional Benefits can only be accessed during the Additional Benefits Term. Any Additional Benefit not taken up during the Additional Benefits Term will be forfeited.

Upon provision of an Additional Benefit to You, the relevant voucher at the front of this brochure will be signed and dated by Us satisfying Our obligation with respect to that Additional Benefit. We are not responsible for lost or damaged brochures where We are unable to determine whether We have already provided an Additional Benefit to You.

Additional Benefits must be used or redeemed at the store where You purchased Your Product with Product Care. Additional Benefits cannot be redeemed for cash.



#### Convenience

You will have the convenience of having experienced operational and technical staff manage the assessment, repair and/or replacement process.



#### Reasonable uninstall and re-install costs on Cooking Products

If Your Product is a Cooking Product and it fails to operate during the Product Care Term as a result of an Eligible Fault and is replaced, We will cover any reasonable uninstall and reinstall costs associated with the one-off replacement of Your Product provided that We first approve those costs.

We will not cover any costs of adjustments or repairs to any permanent fixtures and fittings, including cabinetry and walls, as part of a standard uninstallation and reinstallation of Your Product.

If Your Product is a built-in coffee machine and it fails to operate during the Product Care Term as a result of an Eligible Fault and is replaced, We will cover any reasonable uninstall and reinstall costs associated with the one-off replacement of Your Product provided that We first approve those costs.

We will not cover any costs of adjustments or repairs to any permanent fixtures and fittings, including cabinetry and walls, as part of a standard uninstallation and reinstallation of Your Product.



#### **Food Spoilage**

If Your Product is a fridge or freezer We will, on receipt of credible supporting documentation, reimburse You for any substantiated cost of food which has been spoiled as a result of an Eligible Fault.

You must supply sufficient proof of Your losses in a form and manner acceptable to Us. Our decision to reimburse is always at Our sole discretion (subject to Our obligations at law) and any decision is final.

Subject to Our obligations at law, We will not reimburse You for any spoiled alcohol or prescription medication. Not Applicable



#### Laundry

If Your Product is a washing machine or dryer We will, on receipt of credible supporting documentation, reimburse You for any substantiated laundry cleaning and/or drying service costs incurred by You as a result of an Eligible Fault.

You must supply sufficient proof of Your losses in a form and manner acceptable to Us. Our decision to reimburse is always at Our sole discretion (subject to Our obligations at law) and any decision is final. For the avoidance of doubt, We will not cover any costs incurred for dry cleaning.

Not Applicable

You have certain rights under the ACL which are not affected by Product Care. Nothing in these Terms and Conditions, including but not limited to the exclusions set out above, affects any right or entitlement You may have under the ACL.

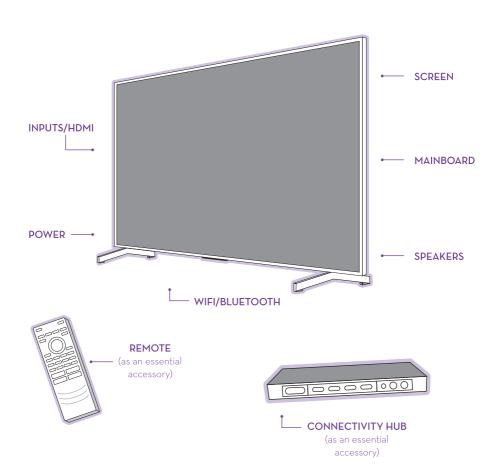
#### **Product Care Example - TV**

The following is an example only and is subject to limitations and replacement terms and conditions on page 25-26 of this brochure.

The picture below shows various components of a TV. Some components (e.g. remote control) are labelled as an "Essential Accessory".

If an Essential Accessory (e.g. TV remote control) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety.

If a component which is not an Essential Accessory or an Excluded Accessory (e.g. the screen or the speakers) fails to operate as a result of an Eligible Fault, You may be entitled to a **one-off replacement** of the TV under Your Product Care, subject to certain exclusions.

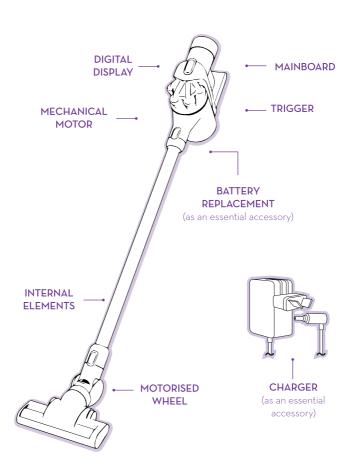


#### **Product Care Example - Vacuum Cleaner**

The following is an example only and is subject to limitations and replacement terms and conditions on page 25-26 of this brochure.

The picture below shows various components of a vacuum cleaner. Some components (e.g. the Non-Standard Battery) are labelled as an "Essential Accessory". If an Essential Accessory (e.g. Non-Standard Battery) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety.

If a component which is not an Essential Accessory or an Excluded Accessory (e.g. the mechanical motor) fails to operate as a result of an Eligible Fault, You may be entitled to a **one-off replacement** of the vacuum cleaner under Your Product Care, subject to certain exclusions.



#### **Product Care Example - Fridge**

The following is an example only and is subject to limitations and replacement terms and conditions on page 25-26 of this brochure.

The picture below shows various components of a fridge. Some components (e.g. ice and water maker) are labelled as an "Essential Accessory". If an Essential Accessory (e.g. ice and water maker) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety.

If a component which is not an Essential Accessory or an Excluded Accessory (e.g. the compressor) fails to operate as a result of an Eligible Fault, You may be entitled to a **one-off replacement** of the fridge under Your Product Care, subject to certain exclusions.

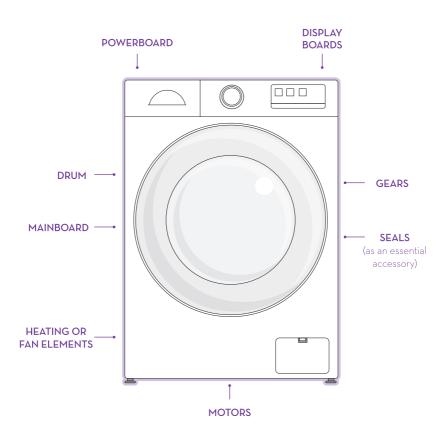


#### **Product Care Example - Washer**

The following is an example only and is subject to limitations and replacement terms and conditions on page 25-26 of this brochure.

The picture below shows various components of a washing machine. Some components (e.g. seals) are labelled as an "Essential Accessory". If an Essential Accessory (e.g. a seal) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety.

If a component which is not an Essential Accessory or an Excluded Accessory (e.g. the drum) fails to operate as a result of an Eligible Fault, You may be entitled to a **one-off replacement** of the washing machine under Your Product Care, subject to certain exclusions.



#### Replacement Terms and Conditions for Product Care Replacement Plan

- 1. If, during the Product Care Term, Your Product with Product Care fails to operate as a result of an Eligible Fault You will be entitled to receive a **one-off replacement** of Your Product. The replacement product will be in the form of a new like-for-like product that is the nearest equivalent to Your Product, as determined by Us, taking into account:
- (a) specifications;
- (b) features:
- (c) quality; and
- (d) availability of the technology.
- 2. Due to changes in product technology and availability, the replacement product supplied may have a lower selling price and is not limited to the original Manufacturer brand of Your Product. Any differences in replacement prices, store credits or cash settlements will not be refunded.
- 3. If, during the Product Care Term, an Essential Accessory (e.g. a Non-Standard Battery or an ice and water maker) fails to operate solely as a result of an Essential Accessory Eligible Fault, We will replace the Essential Accessory but not Your Product in its entirety. In these circumstances, Your Product Care does not end and will continue on Your Product. Your Product Care does not provide You with any right or entitlement in respect of any Excluded Accessory.
- 4. If We cannot offer You a suitable replacement product, We will instead provide to You one of the following to be chosen by Us to satisfy Our obligation to provide You with a **one-off replacement** of Your Product under Your Product Care:
- (a) a store credit in an amount equivalent to the Original Purchase Price to be used by You in the selection of another product; or
- (b) a cash settlement in an amount equivalent to the Original Purchase Price.
- 5. If We form the opinion acting reasonably that the Replacement Cost for the Replacement Product plus any Replacement Freight Costs would exceed the Original Purchase Price then We have the right to satisfy Our obligation to provide You with a **one-off replacement** of Your Product under Your Product Care by instead providing You with one of the following to be chosen by Us:
- (a) a store credit in an amount equivalent to the Original Purchase Price to be used by You in the selection of another product; or
- (b) a cash settlement in an amount equivalent to the Original Purchase Price.
- 6. Any decision by Us to offer a store credit or cash settlement instead of a **one-off replacement** of Your Product under Your Product Care is always at Our choice. The amount of the store credit or cash settlement cannot and will not exceed the Original Purchase Price.
- 7. If Your Product is replaced under Your Product Care or We give You a store credit or cash settlement then We will have fulfilled and discharged Our replacement obligation under Your Product Care. Your Product will become Our property and You assign all of Your rights in relation to Your Product to Us. We will need to collect Your Product prior to providing You with a replacement, store credit or cash settlement.
- 8. If You have any unredeemed discount or bonus entitlements (Additional Benefits) You can use these until the end of the Additional Benefits Term.
- 9. Note: Where:
- (a) the ACL applies to Your Product; and
- (b) Your Product experiences a fault which is not a "major failure" (as defined in the ACL); and

(c) the fault can be remedied,

then You can require Us to provide You with one of the following remedies under the ACL at Our discretion:

- (i) have Your Product repaired by Us; or
- (ii) provide You with a refund or replacement of Your Product.
- 10. If Your Product is repaired or replaced as set out above under the ACL, Your Product Care cover will continue.
- 11. Subject to Our obligations at law, We will not provide You with any compensation for any consequential losses including the loss of any profits, revenue, data, goodwill or reputation and damage to other goods or property.

You have certain rights under the ACL which are not affected by Product Care.

Nothing in these Terms and Conditions affects any right or entitlement You may have under the ACL.

# Repair and Replacement Terms and Conditions for Product Care Coffee Plans

- 1. If, during the Product Care Term, Your Product fails to operate as a result of a First Eligible Fault, We will repair Your Product or, at Our discretion, provide You with a **one-off replacement** of Your Product.
- 2. If, during the Product Care Term, after We have repaired Your Product due to a First Eligible Fault, Your Product fails to operate due to another further Eligible Fault, You will be entitled to receive a **one-off replacement** of Your Product.
- 3. Any replacement will be subject to the same replacement terms and conditions applicable for Product Care Replacement Plans refer to page 25.
- 4. Refurbished parts may be used to repair Your Product where there has been a First Eligible Fault. All parts used (whether new or refurbished) will have a guarantee period in accordance with the law regardless of how long there is remaining on the Product Care Term.
- 5. Where there has been a First Eligible Fault, Your Product will be replaced (or a store credit or cash settlement provided) if a repair takes longer than twenty (20) working days from the date of assessment.
- 6. The repair time referred to in 5 above commences on the date the repairer receives Your Product for assessment and ends on either:
- (a) the date the repairer makes Your repaired product available to You (if You are collecting Your Product): or
- (b) the date You receive Your repaired product (if We are delivering Your Product to You) (**Repair Period**).

The Repair Period will not include any period where You are unavailable for product pick-up, in-home repair or delivery.

- 7. For the avoidance of doubt, in the circumstance where We choose to provide You with a replacement product, store credit or cash settlement in respect of a First Eligible Fault (rather than a repair), We will have fulfilled and discharged Our repair and replacement obligations to You under Your Product Care.
- 8. If You have any unredeemed discount or bonus entitlements (Additional Benefits) You can use these until the end of the Additional Benefits Term.
- 9. Note: Where:
- (a) the ACL applies to Your Product: and
- (b) Your Product experiences a fault which is not a "major failure" (as defined in the ACL); and
- (c) the fault can be remedied.

then You can require Us to provide You with one of the following remedies under the ACL at Our discretion:

- (i) have Your Product repaired by Us; or
- (ii) provide You with a refund or replacement of Your Product.

10. If Your Product is repaired or replaced as set out above under the ACL, Your Product Care cover will continue.

11. Subject to Our obligations at law, We will not provide You with any compensation for any consequential losses including the loss of any profits, revenue, data, goodwill or reputation and damage to other goods or property.

You have certain rights under the ACL which are not affected by Product Care. Nothing in these Terms and Conditions affects any right or entitlement You may have under the ACL.

# Repair Notice - Refurbished Parts and Possible Loss of User Generated Data

As refurbished parts may be used to repair Your Product the ACL requires Us to notify You that:

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

However, We will never replace Your Product with refurbished goods.

If Your Product with Product Care is capable of storing User Generated Data, it is possible that Your data may be lost during the claim process. We recommend You back-up Your User Generated Data. While due care and skill will be used to preserve Your User Generated Data, We do not guarantee that Your User Generated Data will be preserved. You must take adequate measures to preserve Your User Generated Data on Your Product. If Your User Generated Data is lost or is corrupted during the claim process then, subject to Your rights under the ACL to compensation for consequential loss, We are not liable to You for any loss or corruption of Your User Generated Data.

#### Manufacturer's Voluntary Warranty

In respect of Your Product, the Manufacturer has elected to provide to You a Manufacturer's Voluntary Warranty. The Manufacturer's Voluntary Warranty is independent of Product Care and is not provided by Us to You. The Manufacturer has solely determined the terms and conditions of the Manufacturer's Voluntary Warranty. The Manufacturer is solely responsible for the discharge of all obligations of the Manufacturer under the Manufacturer's Voluntary Warranty. All representations made to You which relate to the Manufacturer's Voluntary Warranty are made solely by the Manufacturer. We do not make any representations about the period, nature or extent of the Manufacturer's Voluntary Warranty or obligations of the Manufacturer under the ACL.

Your rights as a consumer under the ACL are in addition to, not limited or reduced by, and may survive any expiry of the Manufacturer's Voluntary Warranty Period. A representation or warranty by the Manufacturer about Your rights against the Manufacturer during or after the Manufacturer's Voluntary Warranty Period cannot limit or reduce Your rights against the Manufacturer or against Us, or both, under the ACL.

Details of Your Manufacturer's Voluntary Warranty Period can be found on Your Original Documents.

For the avoidance of doubt, should the Manufacturer of Your Product make any change to the length of the Manufacturer's Voluntary Warranty Period after Your Original Date of Purchase, this will not change the commencement date and end date of Your Product Care Term. Your Product Care Term will still commence on the date of expiry of the original Manufacturer's Voluntary Warranty Period.

#### **Definitions**

In this brochure, capitalised terms have the following meanings:

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

Additional Benefits: means the discounts and bonus offers set out on pages 18 - 19.

Additional Benefits Term: means for either a Product Care Replacement Plan or a Product Care Coffee Plan, the period commencing twenty-one (21) days after the Original Date of Purchase and ending on the first to occur of the following dates:

- (a) the last day of the period specified in Your Original Documents as the "term" of Your Product Care; and
- (b) the date being seven (7) years from the Original Date of Purchase.

Commercial Use: Applicable for washing machines, dryers, dishwashers and coffee machines and means:

- (a) in exchange for direct commercial gain or reward (e.g. Your Product is rented out to customers in exchange for a fee, or Your Product is a washing machine in a laundrette);
- (b) in the core function of a commercial enterprise (e.g. Your Product is a coffee machine or dishwasher in a restaurant of cafe, or Your Product is a laundry product in a childcare centre);
- (c) in a workplace setting with more than five (5) employees (e.g. Your Product is a coffee machine in an office of 6 or more people).

Cooking Product: means wall ovens, inbuilt cook tops, freestanding ovens and cook tops, range hoods, stoves, inbuilt microwaves and inbuilt coffee machines.

**Cosmetic Damage:** means adverse change to the outward appearance of Your Product which does not impact its ability to function in line with the Manufacturer's specification.

**Eligible Fault:** means, in respect of Your Product with Product Care, a latent fault in Your Product at the Original Date of Purchase, which:

- (a) does not entitle You to reject Your Product under the ACL or entitle You to a replacement or refund of Your Product under the ACL, whether taken alone or taken together with any other failure of Your Product;
- (b) is not an Eligible Fault Exclusion; and
- (c) is not merely superficial or cosmetic.

Eligible Fault Exclusion: means, in respect of Your Product with Product Care, a fault in, or failure to operate, of Your Product with Product Care, caused by or involving any one or more of the following:

- (a) the transportation, repair, alteration, installation, uninstalling, dismantling, or reinstallation of Your Product with Product Care by any person other than Us (or by any person not authorised by Us);
- (b) defects or design faults that are covered by the Manufacturer or distributor whether or not through the process of a product recall;
- (c) accident, misuse or abuse of Your Product with Product Care;
- (d) liquid penetration;
- (e) infestations of vermin, pests or insects;
- (f) rust, corrosion or mould;
- (g) use of Your Product with Product Care outside of the Manufacturer's instructions (You must ensure that You read the Manufacturer's instructions prior to using Your Product with Product Care and maintain any servicing on Your Product with Product Care that may be described within the Manufacturer's instructions);
- (h) failure or consumption of consumables used with Your Product with Product Care, including, but not limited to, filters, Standard Batteries, cables, fuses and bulbs;
- (i) failure of any Excluded Accessory used in conjunction with Your Product with Product Care;
- (j) failure of an Essential Accessory;
- (k) Screen Burn;
- (I) an electrical surge;
- (m) user or manufacturer installed software or firmware. Product Care does not provide You with any right or entitlement in respect of any user or manufacturer installed software or firmware; and

 (n) Commercial Use - if Your Product with Product Care is a washing machine, dryer, dishwasher or coffee machine.

**Essential Accessory:** includes, but is not limited to, remote controls, connectivity hub, ice and water makers on fridges, AC adaptors, original product chargers, game controllers, seals, Non-Standard Batteries, essential cords, essential cables, solar panels, wristbands and those accessories which are essential for the operation of Your Product, but excludes any Standard Batteries.

**Essential Accessory Eligible Fault:** means, in respect of an Essential Accessory, a latent fault in that Essential Accessory at the Original Date of Purchase, which:

- (a) does not entitle You to reject the Essential Accessory under the ACL or entitle You to a replacement or refund of the Essential Accessory under the ACL, whether taken alone or taken together with any other failure;
- (b) is not an Essential Accessory Eligible Fault Exclusion; and
- (c) is not merely superficial or cosmetic.

**Essential Accessory Eligible Fault Exclusion:** means, in respect of an Essential Accessory, a fault in, or failure to operate, of that Essential Accessory caused by or involving any one or more of the following:

- (a) the transportation, repair, alteration, installation, uninstalling, dismantling, or reinstallation of Your Product with Product Care by any person other than Us (or by any person not authorised by Us);
- (b) defects or design faults that are covered by the Manufacturer or distributor whether or not through the processof a product recall;
- (c) accident, misuse or abuse of Your Product with Product Care;
- (d) liquid penetration;
- (e) infestations of vermin, pests or insects;
- (f) rust, corrosion or mould;
- (g) use of Your Product with Product Care outside of the Manufacturer's instructions (You must ensure that You read the Manufacturer's instructions prior to using Your Product with Product Care and maintain any servicing on Your Product with Product Care that may be described within the Manufacturer's instructions):
- (h) failure or consumption of consumables used with Your Product with Product Care, including, but not limited to, filters, Standard Batteries, cables, fuses and bulbs;
- (i) failure of any Excluded Accessory used in conjunction with Your Product with Product Care;
- (i) Screen Burn;
- (k) an electrical surge;
- (I) user or manufacturer installed software or firmware. Product Care does not provide You with any right or entitlement in respect of any user or manufacturer installed software or firmware; and
- (m) Commercial Use if Your Product with Product Care is a washing machine, dryer, dishwasher or coffee machine.

Everyday Price: means the undiscounted price of a product.

**Excluded Accessory:** means an accessory which is not an Essential Accessory, including but not limited to headphones, microphones, 3D glasses, memory cards and ancillary game controllers.

First Eligible Fault: is an Eligible Fault where You are not entitled under the law to: (a) require Us to repair Your Product; or (b) reject Your Product.

Manufacturer: means the manufacturer of Your Product with Product Care.

Manufacturer's Voluntary Warranty: means a warranty provided by the Manufacturer in respect of Your Product with Product Care.

Manufacturer's Voluntary Warranty Period: means, in respect of a Manufacturer's Voluntary Warranty, the period commencing on the Original Date of Purchase and ending on the date of expiration of the Manufacturer's Voluntary Warranty as determined on the Original Date of Purchase.

Non-Standard Batteries: means a battery that is not a Standard Battery.

Original Documents: means the original Tax Invoice for Your Product with Product Care issued by Us.

Original Date of Purchase: means the later of: (a) the date of purchase of Your Product with Product Care as shown on Your Original Documents; and (b) the date of delivery of Your Product with Product Care to You (or as directed by You).

**Original Purchase Price:** means the price of Your Product (inclusive of GST) as at the Original Date of Purchase, had You not purchased that product with Product Care.

**Product Care Coffee Plan:** means the repair and replacement plan for eligible coffee machine products, as specified in these Terms and Conditions.

Product Care Replacement Plan: means the replacement plan as specified in these Terms and Conditions.

**Product Care Term:** means the period commencing on the date of expiry of the Manufacturer's Voluntary Warranty Period and expiring on the first to occur of the following dates:

- (a) the last day of the period specified in Your Original Documents as the 'term' of Your Product Care:
- (b) the date of replacement of your Product under Your Product Care;
- (c) the date We provide You with a store credit or cash settlement in respect of Your Product with Product Care under Your Product Care: and
- (d) the date which is 7 years from the Original Date of Purchase.

**Replacement Cost for the Replacement Product:** means the cost to TWGA to acquire the Replacement Product.

**Replacement Freight Costs:** means the cost of freight associated with the replacement of Your Product incurred by Us.

**Replacement Product:** means the **one-off replacement** product for Your Product in accordance with the Terms and Conditions.

**Screen Burn:** means where a residual image is left on a screen after displaying the same image for a period of time. It is a faded version of the image or "ghost image" that covers part or all of the screen.

Standard Batteries: means A, AA, AAA, AAAA, B, C, D, 9 Volt batteries and button batteries.

**Tax Invoice:** means an invoice in the format required by A New Tax System (Goods & Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.

Terms and Conditions: means the terms and conditions of Your Product Care set out in this brochure.

TWGA: means The Warranty Group Australasia Pty Ltd ABN 37 005 004 446.

**User Generated Data, Your Data:** means all data generated by You and stored on or in Your Product with Product Care. For example, songs, photos, telephone numbers, electronic documents and computer programmes.

You, Your, Yourself: means the person/s or business named as the purchaser on the original purchase receipt and/or Tax Invoice in respect of Your Product with Product Care.

Your Product: means the product that You purchased with Product Care, as described in the purchase receipt and/or Tax for Your Product with Product Care.

Your Product Care or Product Care: means the relevant rights provided to You in respect of Your Product or as set out in the Terms and Conditions.

We, Us, Our: refers to the selling retailer or an authorised agent of the selling retailer whose name appears on the original purchase receipt and/or Tax Invoice as the supplier of Your Product with Product Care.

Any term or expression used in the Terms and Conditions which has a defined meaning in the ACL shall have the same meaning in the Terms and Conditions and this brochure as is ascribed to that term or expression in the  $\Delta CI$ 

Each of the expressions "major failure" and "acceptable quality" when used in the Terms and Conditions and this brochure has the meaning ascribed to those respective expressions in the ACL.

The Harvey Norman®, Domayne® and Joyce Mayne® logos and words are registered trademarks of Harvey Norman Retailing Pty. Ltd. and used by Us and other authorised persons under a limited licence.

Harvey Norman Holdings Limited ACN 003 237 545 (HNHL), and each subsidiary of HNHL do not undertake any obligation to You under Your Product Care.

#### **Product Care Privacy Notification**

- The Privacy Act 1988 (Cth) (the Privacy Act) imposes obligations on Us in relation to the collection, security, quality, access, use and disclosure of personal information. Our obligations are detailed in the Privacy Act, including the Australian Privacy Principles (APPs).
- 2. Your privacy is important to Us. We will comply with the Privacy Act and the APPs.
- 3. Our contact details are displayed in store and are also contained in Your Original Documents.
- 4. We are collecting Your personal information for the following purposes, being to:
  - (a) provide Your Product with Product Care to You;
  - (b) investigate, assess and provide You with Your entitlements under Your Product Care;
  - (c) conduct market research; and
  - (d) provide You with information and offers about Our products and services, (collectively, the **Purposes**).
- 5. We will usually collect Your personal information for the Purposes when You purchase Your Product with Product Care from Us.
- 6. We may disclose Your personal information to third parties to fulfil one or more of the Purposes. Some of these third parties may be located overseas. The third parties to whom We are likely to disclose Your personal information in order to fulfil one or more of the Purposes include:
  - (a) Our related bodies corporate;
  - (b) Harvey Norman Holdings Limited ACN 003 237 545 (located in Australia) and its related bodies corporate;
  - (c) The Warranty Group Australasia Pty Ltd ABN 37 005 004 446 (TWGA) located in Australia and its related bodies corporate, some of whom are located overseas (including Virginia Surety Company, Inc. (Australia Branch) ABN 63 080 339 957). TWGA may outsource the performance of some functions to entities located overseas such as to CCI South Africa (Pty) Limited (Company number 2009/016499/07) (and affiliate of such company); and
  - (d) Assessment or repair agents or contractors.
- If We are unable to collect Your personal information, then We may be unable to fulfil one or more of the Purposes.
- 8. Our aim is to handle Your personal information in accordance with Our obligations under the Privacy Act.
- 9. If You require further information on the Privacy Act or in relation to the way We collect, handle, store and disclose Your personal information, please refer to Our privacy policy which can be viewed in store or request Us to provide a copy for You to read in Your own time.
- 10. Our privacy policy also contains details about how You may access personal information about You that is held by Us, and seek the correction of such information. Our privacy policy also explains how You may complain about a breach of the Privacy Act and how We will deal with such a complaint.
- 11. If You have any questions or queries in relation to the collection of Your personal information, please contact Us on Our store phone number or come and see Us in store.

#### We take Our customer service seriously and want to hear about any problems that You may have had with Your claim or the level of service You have experienced.

To notify Us of these issues, please collect all the relevant information on Your complaint and send it to Us at voiceofcustomer@assurant.com. We will confirm the receipt of Your complaint within 48 hours of receiving it and endeavour to have a resolution to Your complaint within five (5) working days.

If You have any questions or queries about Your Product Care, please don't hesitate in contacting Us.

#### Starting the claims process is easy, just follow the steps below:



This table is a <u>summary only</u> and is not a substitute for obtaining legal advice and reading the full Terms and Conditions contained in this document. Limitations and exclusions apply with respect to Your Product Care, including an exclusion if You fail to use Your Product in accordance with the Manufacturer's instructions or if Your Product is accidentally damaged.



# 1. Conduct a basic check of Your Product

- Is Your Product plugged in?
- Does Your Product require new batteries?
- Have You checked the Manufacturer's instruction booklet and/or website in respect of Your Product? The Manufacturer's instruction booklets may contain "trouble shooting" tips which may assist You.

#### 2. Have Your details ready

- Invoice Number
- · Product model
- · Product Care Number



# 3. Call Us or visit Us online to lodge Your claim

- Call Us on 1300 117 083 during Our business hours:
- Lodge online at: www.productcareau.assurant.com
- · Visit Our store



### 4. We will arrange to have Your product assessed

- Your claim will be assigned to an authorised agent.
- Follow the instructions provided to You to complete the assessment.



5. We will review the assessment report and if Your Product is found to have an Eligible Fault (or a First Eligible Fault in the case of Product Care Coffee Plans), arrange a remedy.

• We will contact You and provide You with Your remedy options.



#### 6. Enjoy Your product!

# For all enquiries, to transfer ownership or to lodge a claim contact Us on:

1300 117 083 (within Australia)

**+61 3 9999 0066** (if overseas)

Monday to Friday 8.30am - 7.00pm (Australian Eastern Standard Time)

Saturdays 9.00am - 12.00pm (Australian Eastern Standard Time)

You can also visit Us online www.productcareau.assurant.com

Product Care® PO Box 246 Balwyn VIC 3103

#### International Enquiries

NEW ZEALAND0800 884 006IRELAND1800 200 503SINGAPORE1800 438 6393MALAYSIA1800 882 238SLOVENIA08 01 018CROATIA0800 200 129

Notes	

# Salesperson to complete the following

#### Complete & Sign

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and exist independently of this Product Care Agreement.

Product Care Plan type?  Coffee Replacement		
Course M Kebiacement		
Original purchase date	/	/
Manufacturer Voluntary Warranty expires	/	/
Product Care plan commences	/	/
Product Care plan expires	/	/
Salesperson Name		
Salesperson Signature	Customer Signature	

This brochure is not evidence of a valid Product Care plan unless the proof of purchase evidencing the purchase of a Product with Product Care is attached to this brochure.

For Product Care enquiries call 1300 117 083

GP#500014

# ATTACH INVOICE