

# 5 Year Warranty on cooking appliances (2 year manufacturer's warranty + 3 year extended warranty)

## ASKO 3 years extended warranty full terms and conditions

This document sets out the Terms and Conditions of ASKO's 3 Year Extended Warranty and clarifies the rights and benefits it provides in addition to your rights under the Australian Consumer Law.

### Your rights under the Australian Consumer Law

The following is a summary of your rights under the Australian Consumer Law. For further information please consult the ACCC website at: [www.accc.gov.au](http://www.accc.gov.au).

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. 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.

Under the Australian Consumer Law, your rights commence from the date you purchase the Product and continue for a "reasonable period" from that date. What is a "reasonable period" will depend upon all of the relevant circumstances including the price of the Product, the uses to which it has been put and the nature of the Product. In addition, you may also be entitled to have the Product repaired or perhaps replaced under the terms of any Manufacturer's Warranty relating to your Product. Information on the Manufacturer's Warranty is contained in the Product packaging.

### ASKO Service Plan

This Service Plan provides additional benefits irrespective of any rights you may have under the Australian Consumer Law. You will get the peace of mind, certainty and convenience of having the whole repair/replacement process managed for you in respect of the mechanical and electrical faults detailed in this Service Plan. In addition, this Service Plan includes the following benefits (which are explained in detail in these Terms and Conditions):

- if the Product breaks down as a result of a fault covered by this Service Plan, we will fix or replace the Product without you having to make an assessment of your rights under the Australian Consumer Law or making a claim on the supplier or the manufacturer;
- in-home repairs for most Products (if repairs are required to be made at the repairer's premises we will cover the courier costs);
- a dedicated Customer Care Line;

- all repairs are carried out by approved repairers; and
- no proof of purchase required.

All you need do is call the Customer Care Line and the whole repair/replacement process will be managed for you.

Payment for this Service Plan is only for the rights and benefits that are additional to the rights you have under the Australian Consumer Law.

### ASKO Service Plan Terms and Conditions

This Service Plan is issued to you by ASKO. This Service Plan is given by ASKO Appliances (Aust.) Pty Ltd ABN 65 007 007 329 (ASKO) subject to the Offer Terms. Business address: 35 Sunmore Close, Moorabbin, Victoria 3189. Telephone number: 1300 002 756. Email address: [service@asko.com.au](mailto:service@asko.com.au).

### Availability for the Service Plan

1. Offer only available on the purchase of eligible ASKO Appliances from ASKO authorised agents in Australia from the **24 October 2013**.
2. Only limited stocks available. Offer only available strictly while stocks last.
3. Offer only available on purchases of new ASKO ovens (OT8601SS, OP8611A, OP8611SS, OP8621A, OP8621SS, OP8631A, OP8631SS), combined microwave ovens (OCM8411SS, OCM8411A), steam ovens (OS8411SS, OS8411A) cooktops (HG1654S, HG1664S, HG1774S, HG1774A, HG1984A, HG1984S, H11632, H11832, H11683, H11983, HC1643G, H11774) and rangehoods (CW4911, CW4951, C04620, C04920, C04520, C04840) designed for domestic/personal use (not available on any Morphy Richards appliances or ASKO washing machines, dryers, dishwashers or other any ASKO appliances or products).
4. Offer only applies to new purchases that are paid for in full during the Offer Period.
5. Offer does not apply to commercial orders or on damaged, or trade seconds stock.
6. Only open to Australian permanent residents aged 18 years and over and who purchase an eligible ASKO Appliance for domestic/ personal use only.

7. You must (if requested) produce to ASKO your original proof of purchase to be able to claim under the Service Plan. Offer excludes delivery or installation charges.

8. To the extent permitted by law, any ASKO Appliances returned will be liable for a re-stocking fee of 15% of purchase price if the Appliance is not in original packaging (statutory returns excluded).

9. ASKO reserves the right to change, substitute, withdraw or extend this Offer at any time without notice. Any decision by ASKO in connection with this Offer or the Service Plan is final.

### ASKO Service Plan

The ASKO Service Plan extends the standard manufacturer warranty and begins at the end of the 2 year Manufacturer's Warranty period on Products to which the above Offer applies.

### 1. Definitions

**Cooling Off Period** means the period set out under the heading "Cancellation of this Service Plan" and applies only where the Product has not been purchased in store

**Customer Care Line** means a call centre service operated by us which is accessible by dialling **1300 00 2756**.

**DGI means Domestic & General Insurance PLC.**

**Extended Warranty (Extended Warranty Plan)** means Service Plan

**Larger Items** means laundry and cooking appliances (including integrated microwaves).

**Manufacturer's Warranty** means the 2 years voluntary warranty for parts and labour provided by ASKO Appliances (Aust) Pty Ltd.

### Mechanical or Electrical Failure

means a sudden or unforeseen failure of the product arising from a mechanical or electrical fault including any failure arising from wear and tear (excluding a gradual reduction of the operating performance of the Product), but not including:

- a) a fault brought to your attention before you purchased the Product; or
- b) faults caused by:
  - i. negligence, accidental or deliberate misuse or unauthorised alterations;
  - ii. failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;

iii. external sources, including electrical interference, power surges and voltage fluctuations;

iv. infestations of vermin, pests or insects;

v. acts of God or man-made catastrophes; or

vi. water damage, rust or corrosion.

**Original Date of Purchase** means the date shown on the purchase receipt and/or Tax Invoice.

**Original Purchase Price** means the amount shown on the purchase receipt and/or Tax Invoice being the cost of the Product.

**Product** means any eligible electrical or battery operated appliance that you purchase that is branded ASKO or such other brand name that may be supported by ASKO under this Service Plan from time to time, as described in the original purchase receipt and/or tax invoice.

**Service Plan** (also referred to as ASKO Service Plan) means the service plan applicable to the Product detailed in these Service Plan Terms and Conditions. The Service Plan operates for a period of 3 years following the end of the Manufacturer's Warranty.

**Service Plan Terms and Conditions** means these terms and conditions governing the ASKO Service Plan.

**you, your** means the person or persons named as the purchaser on the original purchase receipt and/or tax invoice for your Product and your Service Plan.

**we, us**, our refers to ASKO or an authorised agent of ASKO whose name appears on the Service Plan receipt and/or tax invoice for your Product and your Service Plan.

### 2. Period of Cover of the Service Plan

The Service plan is not available during the period of the Manufacturer's warranty. This Service Plan is valid for 3 years from the day your Manufacturer's Warranty expires, unless you cancel this Service Plan at some earlier point in time.

Prior to the end of the Service Plan Period of Cover and each subsequent 12 month period thereafter, Domestic and General Insurance PLC (DGI) may offer you a 12 month insurance policy underwritten by DGI (Policy). If DGI offers you a Policy

and subsequent renewals and you pay for your Service Plan by direct debit, the monthly premiums for the Policy and subsequent renewals will be collected from you by or on behalf of DGI for as long as you maintain the Policy and subsequent renewals, unless you ask DGI not to do so. The monthly premiums for the Policy and subsequent renewals will be collected from your bank account under your existing Direct Debit Request Service Agreement. You will need to inform DGI of your non-acceptance of any offer of a Policy or renewal from DGI.

If DGI offers you a Policy and subsequent renewals and you pay your monthly premiums for the Policy and subsequent renewals by any other means, you will receive written notice showing the amount to pay. You will need to complete and return the offer together with payment of the applicable premium in order to have cover for your Product after the Service Plan Period of Cover.

DGI reserves the right not to offer you a Policy or any renewal.

### 3. What is included?

This Service Plan provides the peace of mind, certainty and convenience of having the whole repair/replacement process managed for you in respect of Mechanical or Electrical Failures detailed in your Service Plan. In addition, this Service Plan includes the following benefits:

- if the Product breaks down as a result of a fault covered by this Service Plan, we will fix or replace the Product without you having to make an assessment of your rights under the Australian Consumer Law (ACL) or making a claim on the supplier or the manufacturer;
- in-home repairs for most Products (if repairs are required to be made at the repairer's premises we will cover the courier costs);
- a dedicated Customer Care Line;
- all repairs are carried out by approved repairers using genuine spare parts; and
- no proof of purchase required.

All you need do is call the Customer Care Line and the whole repair/replacement process will be managed for you.

### 4. What is not covered by the ASKO Service Plan?

This Service Plan does not cover:

- (a) repairs to:
- i. cosmetic items, such as paint or finishing, which do not affect the operation of the Product;
  - ii. accessories used in or with the Product unless those accessories are covered under a separate Service Plan;
  - iii. cartridges, styl, tapes, software, or add-on options incorporated in the Product;
  - (b) cost of replacement of any item or accessory, either external or internal that is intended to be replaceable, including fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers;
  - (c) loss, damage or costs incurred as a result of:
  - i. damage to or loss of software, data or removable data medium caused by the Mechanical or Electrical Failure of the Product;
  - ii. not being able to use the Product following Mechanical or Electrical Failure of the Product except as specified under section 8 under the heading of "Laundry Reimbursement" and section 9 under the heading of "Courier Costs";
  - iii. damage from batteries or other consumables, internal or external to the Product;

iv. using the Product for purposes other than those permitted as set out in these Offer Terms;

v. negligence, accidental or deliberate misuse or unauthorised alterations

vi. failure to follow the Manufacturer's instructions for usage, installation, operation or maintenance;

vii. external sources including but not limited to electrical interference, power surges, voltage fluctuations or plumbing connections;

viii. infestations of vermin, pests or insects;

ix. acts of God;

x. water damage, rust or corrosion;

xi. defects in the Product brought to your attention before you originally purchased it;

xii. Transportation, installation or removal of the Product;

(d) loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;

(e) normal maintenance costs, cleaning, lubrication or external adjustments;

(f) the Product if it is recalled by the manufacturer, importer or a government agency;

(g) any claim against you by any third party including for personal injury or damage to property;

(h) any claim by you for personal injury or damage to property, other than as expressly provided for in this Service Plan.

### 5. Repair and Replacement Terms

In the event of a Mechanical or Electrical Failure of the Product, if we cannot solve the problem by phone when you call the Customer Care Line, at our sole discretion, we will:

a) have our approved repairer carry out repairs to the Product; or

b) if we decide the Product is unable to be repaired or uneconomical to do so, replace the Product with a product of the same or similar technical specification.

We will repair or replace the Product or relevant parts with the same or equivalent product or parts. We may replace the Product with a refurbished product of the same type rather than repairing it. Refurbished parts may be used to repair the Product. Where we have elected to replace a product, and a product with equivalent specifications is unavailable, we will pay to you what we would have paid for a product with the same or similar make and technical specification in cash or by gift card.

Where we have replaced the Product, the faulty Product or parts replaced becomes our property. You may dispose of the Product if it is in your possession. We will not be responsible for any costs that you may incur to dispose of your original product.

When we have replaced the product your Service Plan will end immediately.

### 6. Repair Cost

In most cases, we will repair the Product using one of our approved repairers. They will invoice us directly. However, in rare circumstances we may not have an appropriate approved repairer, and may at our discretion agree that you nominate a repairer and pay the repairer yourself. We will reimburse you as soon as practicable after receiving a valid tax invoice.

### 7. 'No Lemon' guarantee

If the same part in a Product requires repairing more than two (2) times as a result of Mechanical or Electrical Failure, the Product will be replaced on the third visit at your request, notwithstanding section 5 under the heading "Repair and Replacement Terms".

### 8. Courier Costs

If your Product covered by this Service Plan requires repair and we request the Product to be sent to our repairer, we will pay for the cost to courier or freight the Product from your home to our approved repairer, and from our approved repairer back to your home.

### 9. In-home repair for Larger Items

For Products which are Larger Items, we will arrange for repairs to be undertaken in your home if those repairs can be carried out effectively and safely (to be determined at our discretion). If repairs are required to be undertaken at an approved repairer's premises, the cost to transport the Product to those premises are at our cost.

### 10. Back up of Data

Please be aware that where your Product is capable of retaining user generated data, this may be lost during a repair process and we therefore recommend that you back up your data prior to any repair. Data may be stored in files and folders on such appliances as your washing machine. In the event of a repair of a device that contains stored personal information, please ensure this data is backed up to another device prior to any repairs taking place as it may be lost. We will not be liable for the loss of any of your data.

### 11. How to make a claim

Please call our Customer Care Line 1300 00 2756:

- a) to make a Service Plan claim; or
- b) if you have any questions about your Service Plan.

### 12. Refusal of Claims

We may refuse to action a claim under your Service Plan, or reduce the benefits available to you in respect of the claim, if, in our reasonable opinion, you make any misrepresentation or commit any fraudulent or dishonest act or omission in connection with the claim or in accordance with relevant laws. We may also refuse a claim where an exclusion applies, if you do not comply with a term of the Policy, or in accordance with our rights as set out under the heading "Cancellation of this Service Plan".

### 13. This Service Plan is not a performance guarantee or insurance

This Service Plan is not a guarantee of performance or an insurance policy nor is ASKO an insurer. It is a Service Plan subject to these terms and conditions as agreed between you and us.

### 14. Transfer of Ownership

This Service Plan is for the benefit of you and anyone else we have agreed with you. No benefits will be given to anyone else unless it is transferred by contacting us. This Service Plan can be transferred to a new owner of the Product at no cost to you. To organise the transfer please call ASKO Service Plan Customer Services on 1300 002 756.

### 15. Cancellation of this Service Plan

If you choose to cancel your Service Plan the following conditions apply:

- a) You may cancel your Service Plan at any time during the manufacturer's warranty period by writing to us at, Domestic & General Services, GPO Box 3004, Melbourne VIC 3001, or by phoning us on 1300 321 766

b) If the Service Plan is cancelled at any time there will be no refunds given the Service Plan is provided free of charge to you.

c) We have the right to cancel this Service Plan if you commit a material breach of these Service Plan Terms and Conditions, you have given any false information to us when submitting a claim or otherwise or for any other reason allowable by law. We will provide you with reasonable notice of the cancellation.

### 16. Privacy Statement

ASKO have engaged Domestic & General Services Pty Ltd as its agent to perform and manage its obligations under this Service Plan and for this purpose you consent to ASKO providing Domestic & General Services Pty Ltd with your contact details and information about the Product.

You consent to all of the uses and disclosures of your contact details and information described in ASKO Privacy Policy which can be accessed at [www.asko.com.au](http://www.asko.com.au) and this statement.

ASKO may use and disclose information about you to its insurers, its claims managers, its repairers and its other suppliers (including to any person situated outside Australia) for the purpose of:

- Transferring this Service Plan to a new owner of the Product you purchased.
- Processing claims in relation to this Service Plan.
- Repairing or replacing products under this Service Plan.
- Renewing your extended warranty into an annual warranty insurance policy underwritten by DGI
- Improving the quality of our services
- Marketing products and services related to this Service Plan to you.

You consent to these parties contacting you or a new owner of the Product you purchased, including sending emails, mail or making contact by telephone, for the purposes set out above.

You confirm you have the necessary authority to provide the information and to give these consents. You have a right to access the information we hold about you and should you wish to access, update or amend this information please contact us using the details provided under the heading "How to contact Us".

### 17. How to contact Us

Domestic & General Services Pty Ltd can be contacted by phoning our Customer Helpline on 1300 321 766, by email on [warranty@domesticandgeneral.com.au](mailto:warranty@domesticandgeneral.com.au) or by mail to GPO Box 3004, Melbourne VIC 3001.

### 18. Law and Jurisdiction

This Service Plan is subject to the laws of the State or Territory in Australia where it was issued.

### 19. Notices

Any notice we give you will be in writing and will be effective from the earlier of the time of:

- delivery to you personally; or
- postage to your address last known to us.

It is important you tell us of any change of your address as soon as possible.