



Appliances Online Customer Care Plan

Terms and Conditions

Updated: 24 August 2017

This Customer Care Plan is issued to you by Appliances Online Pty Ltd ABN 19 151 833 546 (Appliances Online) subject to the offer terms. Business address: Level 2, 20A Danks Street, Redfern NSW 2016. Telephone number: 1300 100 824. Email address: support@appliancesonline.com.au. For all enquiries and claims, contact the Customer Care Line on 1300 100 824.



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Appliances Online Customer Care Plan

This document sets out the Terms and Conditions of Appliances Online's Customer Care Plan and clarifies the rights and benefits it provides in addition to your rights under the Australian Consumer Law (ACL).

We appreciate that You may want the certainty of knowing that if Items You buy are faulty they are covered for a specific time period.

When You purchase the Customer Care Plan You are obtaining certainty and peace of mind as to the period of coverage and the remedy You will receive in respect of the Mechanical or Electrical Failures detailed in this Customer Care Plan and the convenience of having the repair and/or replacement process managed for You under the Customer Care Plan.

Your rights under the ACL

The following is a summary of your rights under the ACL. For further information, please consult the ACCC website at 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 the goods, the price, any representations made by a 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 provided or 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 reasonable 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, given factors including the cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer's Warranty for the goods or this Customer Care Plan. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

A comparison of these ACL rights and remedies and the features provided by the Customer Care Plan is set out in clause 18, below.

In addition, you may also be entitled to have the Appliance repaired or replaced under the terms of any Manufacturer's Warranty relating to your Appliance. Information on the Manufacturer's Warranty is contained in the Appliance packaging.

Definitions

In this Customer Care Plan, some words have a special meaning (whether expressed in the singular or the plural) and we define them below as well as throughout the Customer Care Plan.

- **'Appliance'** means the appliance specified in the original purchase receipt and/or tax invoice;
- **'Appliances Online'** means Appliances Online Pty Ltd (ABN 19 151 833 546);
- **'Customer Care Line'** means a call centre service operated by us which is accessible by calling 1300 100 824;
- **'Customer Care Plan'** (also referred to as Appliances Online Customer Care Plan) means the Customer Care Plan applicable to the Appliance as detailed in these Customer Care Plan Terms and Conditions;



- **‘Customer Care Plan Terms and Conditions’** means these terms and conditions governing the Appliances Online Customer Care Plan;
- **‘DGI’** means Domestic & General Insurance PLC (ARBN 124 040 768, AFSL No. 320666);
- **‘DGSP’** means Domestic & General Services Pty Ltd (ACN 127 221 032, AR No. 405230);
- **‘Larger Items’** means televisions over twenty-eight (28) inches in screen size and laundry, refrigeration and cooking appliances (including integrated microwaves);
- **‘Manufacturer’s Warranty’** means the voluntary or express warranty for parts and labour provided by the manufacturer of the Appliance.
- **‘Mechanical or Electrical Failure’** means a sudden and unforeseen breakdown of the Appliance arising from a mechanical or electrical fault excluding a gradual reduction of the operating performance of the Appliance and the items listed in Section 4 under the heading ‘Exclusions’;
- **‘Original Purchase Price’** means the amount paid by you to purchase the Appliance, as recorded on the original purchase receipt and/or tax invoice for the Appliance;
- **‘Publicis’** means Publicis Loyalty Pty Ltd (ACN 074 333 583, AR No. 410380). Publicis is an authorised representative of Domestic & General that provides general advice on and deals in our general insurance products. Publicis acts on behalf of Domestic & General; ‘we’, ‘our’, or ‘us’ means Appliances Online or any authorised agent of Appliances Online whose name appears on the service receipt and/or tax invoice for your Appliance and your Customer Care Plan;
- **‘you’, ‘your’, or ‘yours’** means the person or persons named as the purchaser on the original purchase receipt and/or tax invoice for your Appliance and your Customer Care Plan.



1. Eligibility for the Customer Care Plan

This Customer Care Plan is only available if the Appliance:

- is purchased new (subject to rights of transfer referred to in section 10 under the heading 'Transfer');
- is effectively functioning and is in good working order at the time of the Customer Care Plan purchase;
- is manufactured for use in Australia;
- at the time you originally purchase it, includes a Manufacturer's Warranty valid in Australia;
- is a domestic appliance, such as a piece of electrical equipment or major appliance, designed to be used by you, for domestic or personal purposes only; and
- is not used for business, commercial, industrial and educational use.

You must inform us if you move house or dispose of the Appliance.

2. Period of cover of the Customer Care Plan

The Customer Care Plan:

- is not available during the period of your Manufacturer's Warranty;
- starts from the day your Manufacturer's Warranty expires;
- expires when the Appliance is unable to be repaired and is either replaced under this Plan or you elect to have the equivalent product replacement value paid out in online credit;
- otherwise is valid for the period detailed on your original purchase receipt and/or tax invoice unless cancelled earlier under these terms (the Period of cover of the Customer Care Plan).



3. Inclusions

This Customer Care Plan provides the peace of mind, certainty and convenience of having the whole repair process managed for you in respect of Mechanical or Electrical Failures detailed in your Customer Care Plan.

You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of the Customer Care Plan.

- Certainty as to the exact period of cover
- Convenience of having experienced operational and technical staff to manage the repair and/or replacement process
- Specified days for repair time guarantee

In addition, this Customer Care Plan includes the following benefits:

- if the Appliance breaks down as a result of a Mechanical or Electrical Failure covered by this Customer Care Plan, we will fix or replace the Appliance without you having to make an assessment of your rights under the ACL or making a claim on the supplier or the manufacturer;
- in-home repairs for Larger Items in most cases (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.

3.1 'No lemon' guarantee

If the same part in the Appliance requires repairing more than three (3) times as a result of Mechanical or Electrical Failure, the Appliance will be replaced at your request, notwithstanding section 5 under the heading 'Repair and replacement terms'.



3.2 Food spoilage

If the Appliance is a refrigerator or freezer we will, at your request, pay for food spoilage caused by the Mechanical or Electrical Failure of the Appliance, up to a maximum of \$250.00 for each Mechanical or Electrical Failure claim covered by this Plan. You may be required to provide receipts and estimate the amount of food spoilage cost incurred for all claims.

3.3 Laundry reimbursement

If the Appliance covered is a washing machine or washer dryer and, as a result of a Mechanical or Electrical Failure of the Appliance, it is out of service for more than ten (10) consecutive days from the time we have been notified of the Mechanical or Electrical Failure (excluding the time you take to provide any proof required for the claims process), we will pay for laundering and/or dry cleaning services up to a total maximum of \$150.00 for each Mechanical or Electrical Failure claim covered by this Customer Care Plan. You may be required to provide receipts for all claims.

3.4 Repair guarantee

If the repair of your Appliance is not completed within thirty (30) days from the date we first inspect it, subject to you being available for any appointment reasonably proposed by our repair agent or the date we receive your Appliance (if it was couriered to our approved repairer), we will upon your request replace your Appliance in accordance with section 5 under the heading 'Repair and replacement terms'.

3.5 Instant Replacements for Appliances under \$250.00

If your Appliance purchased is under the value of \$250.00 and it is deemed faulty, we may at our sole discretion replace the Appliance without the need to send it to a repairer.



3.6 No limit on claims

Subject to the conditions in section 5 under the heading 'Repair and replacement terms', there is no limit on the number of claims which you may submit for your Appliance during the period of the Customer Care Plan.

3.7 Worldwide travel

If your Appliance suffers a Mechanical or Electrical Failure while in your possession and while you are out of Australia, you will be required to pay for the repair yourself, and claim from us upon return a reimbursement of up to AUD \$250.00 of the repair costs. You must notify and provide us with a valid invoice within fourteen (14) days of your return to Australia as well as proof of travel (flight itinerary or booking confirmation). We will reimburse you as soon as practicable after receiving a valid invoice for your claim.

4. Exclusions

This Customer Care Plan does not cover:

1. a fault brought to your attention before you purchased the Appliance;
2. faults caused by:
 - 2.1. negligence, accidental or deliberate misuse or unauthorised alterations;
 - 2.2. failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
 - 2.3. external sources, including electrical interference, power surges and voltage fluctuations;
 - 2.4. infestations of vermin, pests or insects;
 - 2.5. acts of God or man-made catastrophes;
 - 2.6. water damage, rust or corrosion.
3. damage caused by accidents;
4. a gradual reduction of the operating performance of the Appliance;
5. repairs to:



- 5.1. cosmetic items, such as paint or finishing, which do not affect the operation of the Appliance;
- 5.2. accessories such as tapes, software, or add-on options incorporated or used in or with the Appliance (unless those accessories are covered under a separate Customer Care Plan);
- 5.3. cost of replacement of any item or accessory, either external or internal that is intended to be replaceable, including cartridges, styli, fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers;
6. loss, damage or costs incurred as a result of:
 - 6.1. damage to or loss of software, data or removable data medium caused by the Mechanical or Electrical Failure of the Appliance;
 - 6.2. damage from batteries or other consumables, internal or external to the Appliance;
 - 6.3. using the Appliance for purposes other than those described in section 1 under the heading 'Eligibility for the Customer Care Plan';
 - 6.4. not being able to use the Appliance following Mechanical or Electrical Failure of the Appliance, except as specified in section 3.2 under the heading of 'Food spoilage', section 3.3 under the heading 'Laundry reimbursement', section 3.4 under the heading 'Repair guarantee', section 3.5 under the heading 'Worldwide travel', and section 6.2.1 under the heading 'Courier costs';
7. transportation, installation or removal of the Appliance for replacement only;
8. loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;
9. normal maintenance costs, cleaning, lubrication or external adjustments;
10. the Appliance if it is recalled by the manufacturer, importer or a government agency;
11. any claim against you by any third party including for personal injury or damage to property;
12. any claim by you for personal injury or damage to property, other than as expressly provided for in this Customer Care Plan;



13. costs incurred for the delivery and installation of a replacement appliance or extraction and disposal of an existing appliance if it is in your possession;
14. stands or wall brackets;
15. damages and/or Mechanical or Electrical Failure caused by faulty or incorrect installation;
16. screen defects resulting from 'after image' or 'burn in' or damage by 'overheating';
17. faults where the Appliance is operating within the normal range of the manufacturer's screen performance specifications, for instance specifications in relation to abnormal pixel operation, standard brightness reduction or fan noise;
18. labour charges for work you require outside our repairer's normal working hours, Monday to Friday, 9am – 5pm; and
19. business, commercial, industrial, educational and rental use.

5. Repair and replacement terms

In the event of a Mechanical or Electrical Failure of the Appliance, at our sole discretion, we will have our approved repairer carry out repairs to the Appliance and pay for the service call-out, parts and labour. If we decide the Appliance is unable to be repaired or if it is uneconomical to do so, we will replace the Appliance with an appliance of the same or similar technical specification.

If the manufacturer or their agents only offer a refurbished part or appliance swap facility, we may replace the Appliance with a refurbished appliance of the same or similar technical specification rather than repairing it. For the purposes of this Customer Care Plan, the replacement, in this instance will be deemed a repair. Refurbished parts may be used to repair the appliances.

If such equivalent specification is unavailable, we will pay to you what we would have paid for an appliance with the same or similar make and technical specification in store credit and such payment will not exceed the Original Purchase Price of your Appliance.



If your Appliance is replaced, then cover will end immediately and any outstanding amount of the total cost of the Customer Care Plan as shown in your original purchase receipt and/or tax invoice for the Appliance will become immediately payable to DGSP and there will be no refund of the amount you have paid for the Customer Care Plan.

Where we have replaced the Appliance, you must pay the delivery and/or installation costs of the supplier. When we discuss the replacement with you, you will be notified of these costs. When your Appliance has been replaced, you will be responsible, at your expense, for disposing of the original appliance if it remains in your possession. If the Appliance remains in our possession, it becomes our property.

6. Costs

6.1 Cost of the Customer Care Plan

The cost of the Customer Care Plan will be notified to you at the time of sale of the Customer Care Plan to you. The cost will be specified in your original purchase receipt and/or tax invoice.

Where we agree to provide cover to you under your Customer Care Plan, we do so subject to our receipt of your payment of the cost of the Customer Care Plan within the time required by us.

6.2 Costs relating to claims

6.2.1 Courier costs

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

6.2.2 In-home repair for Larger Items

For Appliances which are Larger Items, we will in most cases, 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 Appliance to those premises are at our cost.

6.2.3 Repair costs – service call-out, parts and labour

In most cases, we will repair the Appliance using one of our approved repairers. They will invoice us directly, which will include the costs for the service call-out (during normal business hours), parts and labour. 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. Refusal of claims

We may refuse to pay a claim under your Customer Care 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;
- an exclusion applies;
- you fail to comply with any of the terms of the Customer Care Plan,

or otherwise in accordance with relevant laws or with our rights as set out in section 11 under the heading 'Cancellation of this Customer Care Plan'.

8. How to make a claim

Please call our Customer Care Line on 1300 100 824:

- to make a Customer Care Plan claim; or
- if you have any questions about your Customer Care Plan.



If there is any other service agreement or an insurance policy (i.e. household insurance policy) under which you are entitled to claim, you must provide us with details of that service agreement or insurance policy at the time you make a claim under your Customer Care Plan.

9. Back up of data

Please be aware that where the Appliance is capable of retaining user-generated data, this may be lost during a repair process. 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 computer, telephone contacts in your mobile telephone, songs and other media stored on portable recordable devices and games saved on consoles. We will not be liable for the loss of any of your data.

10. Transfer

This Customer Care 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. You can transfer your Customer Care Plan to a new owner of the Appliance at no cost to you. To organise the transfer, please call the Customer Care Line.

11. Cancellation of this Customer Care Plan

You may cancel your Customer Care Plan at any time by notifying us. If you choose to cancel your Customer Care Plan:

- during the Manufacturer's Warranty, we will provide you with a full refund of the fee you have paid for the Customer Care Plan, less any government taxes, levies, duties or charges we cannot recover;
- after the Customer Care Plan start date, there will be no refund of the fee you have paid for the Customer Care Plan.



If you want to cancel your Customer Care Plan, you must notify us by calling the Customer Support Department on 1300 000 500, by email via warranty@domesticandgeneral.com or by writing to Domestic & General at GPO Box 3004, Melbourne VIC 3001.

We have the right to cancel this Customer Care Plan if you commit a material breach of these Customer Care 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 fourteen (14) days prior written notice of the cancellation.

12. Privacy

Appliances Online have engaged DGSP as its agent to perform and manage its obligations under this Customer Care Plan and for this purpose, you consent to Appliances Online providing DGSP and DGI with your contact details and information about the Appliance. DGSP may disclose information about you to Publicis, as well as DGSP's claims managers, repairers and other suppliers (including to a person situated outside Australia, for example to DGSP's group companies in the UK) for the purpose of providing you with the services offered under this Customer Care Plan. DGSP may also pass your details to any relevant regulator or dispute resolution provider.

You consent to all of the uses and disclosures of your contact details and information described in the Appliances Online Privacy Policy which can be accessed at www.appliancesonline.com.au as well as DGSP's Privacy Policy which can be accessed at www.domesticandgeneral.com.au

13. This Customer Care Plan is not a performance guarantee or insurance

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



14. How can DGSP be contacted?

DGSP can be contacted by calling 1300 573 477, by email at warranty@domesticandgeneral.com or by mail to GPO Box 3004, Melbourne VIC 3001.

15. Complaint resolution

15.1 What should you do if you have a complaint?

If you are dissatisfied with any aspect of your Customer Care Plan or feel that it has failed to meet your expectations, we would appreciate hearing from you. We are committed to resolving complaints in a fair and efficient manner and view your feedback as a vital opportunity to improve our services, products and policies.

To ensure you have the best possible customer experience, please make sure that you:

- gather all your supporting documents and information relating to your complaint;
- think about any questions you need answered that will help us resolve the issue more efficiently; and
- contact us as soon as possible.

15.2 How can you lodge your complaint?

You can lodge your complaint or obtain an update by contacting the Customer Care Line via:

- Phone: 1300 100 824, Monday to Friday 8:30am – 5:30pm (AEST)
- Email: resolutions.aus@domesticandgeneral.com
- Mail: GPO Box 3004, Melbourne VIC 3001

15.3 How will we handle your complaint?

If we receive a complaint, we will send you an acknowledgement immediately or as soon as practicable. If the complaint has not been resolved within three (3) business days, we will let you know that the matter is under investigation and that we will revert to you within a further fifteen



(15) business days. Where the complaint raises issues of substance or complexity we will contact you in order to ensure that your concerns have been fully understood.

When we next contact you within the further fifteen (15) business days, we will notify you of our decision regarding your complaint or if we require further time to consider the matter, we will let you know how much further time we need.

15.4 What if you are not satisfied with the handling or resolution of your complaint?

The Operations Director of Domestic & General is responsible for dealing with all complaints made against Domestic & General and/or its representatives. You should direct any complaint in writing to:

Operations Director, Domestic & General, GPO Box 3004, Melbourne, VIC 3001.

16. Law and jurisdiction

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

17. 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.



18. Comparison of the rights and remedies under the ACL and the protections offered by the Customer Care Plan

The following table summarises a comparison of your rights and remedies under the ACL and the protections offered by this Customer Care Plan. Please note that the below tables are a summary only and You must not rely on this summary as a substitute for obtaining legal advice on the ACL.

Am I protected if the product is defective?

ACL rights and remedies	Rights under the Customer Care Plan
Protection where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'. This includes protection against mechanical or electrical failure resulting from a defect in the product.	Protection against Mechanical or Electrical Failure.

How long does the protection against defects last?

ACL rights and remedies	Rights under the Customer Care Plan
<p>A reasonable period from the date of delivery until the defect becomes apparent. What is reasonable will depend on the circumstances including the nature of the product, the price, the way it is used and any statements or representations made about the product.</p> <p>In certain circumstances, taking into account the factors listed above, this reasonable period may cover the period of time that protection is available under the Customer Care Plan.</p>	The number of years (beyond the Manufacturer's Warranty) for which the Customer Care Plan is offered.



What remedies are available if the product is defective?

ACL rights and remedies	Rights under the Customer Care Plan
<p>Repair, refund, replacement and/or damages for consequential loss. The exact remedy will depend on the specific circumstances.</p> <p>Consequential loss may include the cost of collecting larger items and delivery and/or installation of the replacement product.</p>	<p>Repair (at our sole discretion) or replacement with an appliance of the same or similar specifications if the Appliance is unable to be repaired or if a repair is uneconomical. If a replacement of the same or similar specifications is unavailable, we will provide store credit for the estimated cost to us of an appliance with the same or similar specifications which will not exceed the Original Purchase Price.</p> <p>Courier costs associated with the repair are covered. In-home repairs for Larger Items in most cases.</p> <p>Instant replacement if the Appliance is under \$250 (at our sole discretion) without the need to send it to a repairer.</p> <p>No Lemon Guarantee –replacement at your request if the same part in the Appliance requires repairing more than three (3) times as a result of Mechanical or Electrical Failure.</p> <p>You must pay the delivery and/or installation costs of the supplier in respect of the replacement appliance.</p>



Who is obliged to provide the remedy for a defective product?

ACL rights and remedies	Rights under the Customer Care Plan
Supplier (if seeking a repair, refund or replacement or claiming damages).	Supplier via Appliances Online Customer Care line on 1300 100 824.
Manufacturer (if claiming damages).	

Cost of coverage.

ACL rights and remedies	Rights under the Customer Care Plan
No cost.	The cost of the Customer Care Plan.

Is a Technical Assistance Helpline available to help with my product?

ACL rights and remedies	Rights under the Customer Care Plan
Not required under the ACL but some suppliers and manufacturers do provide a helpline.	No.

Is a loan product available whilst my product is being assessed?

ACL rights and remedies	Rights under the Customer Care Plan
No. However, if You decide to organise and obtain a loan product from a rental company or other company, the cost You incur may, in certain circumstances, be recoverable as a consequential loss caused by the defect.	No.



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

ACL rights and remedies	Rights under the Customer Care Plan
The item must be repaired within a reasonable time or you are entitled to a replacement or refund.	Your Appliance will be replaced if the repair is not completed within 30 days from the date we first inspect it or, if the Appliance is couriered to us, the date of which we receive Your Appliance.

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

ACL rights and remedies	Rights under the Customer Care Plan
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?”	Any repaired appliance or refurbished replacement appliance continues to be covered. If you receive a new replacement appliance, the Customer Care Plan ends immediately.

Food Spoilage.

ACL rights and remedies	Rights under the Customer Care Plan
Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include food spoilage.	If the Appliance is a refrigerator or freezer we will, at your request, pay for food spoilage caused by the Mechanical or Electrical Failure of the Appliance, up to a maximum of \$250.00 for each Mechanical or Electrical Failure claim covered by this Customer Care Plan.



Laundry costs.

ACL rights and remedies	Rights under the Customer Care Plan
Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include laundry costs.	If the Appliance covered is a washing machine or washer dryer and, as a result of a Mechanical or Electrical Failure, it is out of service for more than ten (10) consecutive days from the time we have been notified of the Mechanical or Electrical Failure, we will pay for laundering and/or dry cleaning services up to a total maximum of \$150.00 for each Mechanical or Electrical Failure claim covered by this Customer Care Plan.