

# **APPLIANCES ONLINE BUSINESS CUSTOMER CARE PLAN**

## **TERMS AND CONDITIONS**

Preparation Date:  
**22 SEPTEMBER 2015**

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This Business 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 375 308 Email address: support@appliancesonline.com.au. For all enquiries and claims, contact the Business Customer Care Line on 1300 375 308.

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# Appliances Online Business Customer Care Plan

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

This Business Customer Care Plan provides the peace of mind, certainty and the convenience of having the whole repair process managed for you in respect of the Mechanical or Electrical Failures detailed in this Business Customer Care Plan, without you having to make an assessment of your rights under the ACL or make a claim on the supplier or manufacturer.

Payment for this Business Customer Care Plan is only for the rights and benefits that are additional to the rights you have under the ACL.

## 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](http://www.accc.gov.au).

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

Under the ACL, 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.

## Definitions

In this Business 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 Business Customer Care Plan.

- **Appliances Online**  
means Appliances Online Pty Ltd (ABN 19 151 833 546);
- **Business Customer Care Line**  
means a call centre service operated by us which is accessible by calling 1300 375 308;
- **Business Customer Care Plan**  
(also referred to as Appliances Online Business Customer Care Plan) means the Business Customer Care Plan applicable to the Product as detailed in these Business Customer Care Plan Terms and Conditions;
- **Business Customer Care Plan Terms and Conditions**  
means these terms and conditions governing the Appliances Online Business Customer Care Plan;
- **'DGI' means Domestic & General Insurance PLC**  
ABN 11 124 040 768, AFSL No. 320666;
- **'DGSP' means Domestic & General Services Pty Ltd**  
ABN 73 127 221 032, AR No. 405230;
- **Larger Items**  
means televisions over twenty-eight (28) inches in screen size and laundry, refrigeration and cooking appliances (including integrated microwaves);

- **Mechanical or Electrical Failure**

means a sudden and unforeseen breakdown of the Product arising from a mechanical or electrical fault, excluding a gradual reduction of the operating performance of the Product and the items listed in section 4 under the heading 'Exclusions';

- **Original Purchase Price**

means the amount paid by you to purchase the Product, as recorded on the original purchase receipt and/or tax invoice for the Product;

- **Product**

means the product specified in the original purchase receipt and/or tax invoice;

- **Publicis**

means Publicis Loyalty Pty Ltd ABN 25 074 333 583, AR No. 410380;

- **'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 Product and your Business Customer Care Plan; and

- **'you', 'your', or 'yours'**

means the person or persons named as the purchaser on the original purchase receipt and/or tax invoice for your Product and your Business Customer Care Plan.

## Business Customer Care Plan Terms and Conditions

# 1. ELIGIBILITY FOR THE BUSINESS CUSTOMER CARE PLAN

### This Business Customer Care Plan is only available if the Product:

- 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 Business 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; and
- is a domestic product, such as a piece of electrical equipment or major appliance, designed to be used by you,
- for business, commercial, industrial and educational purposes only.

### You must inform us if you move premises or dispose of the Product.

# 2. PERIOD OF COVER OF THE BUSINESS CUSTOMER CARE PLAN

### The Business 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 Product is replaced under this Plan; and
- otherwise is valid for the period detailed on your original purchase receipt and/or tax invoice unless cancelled earlier under these terms (the Business Care Plan period of cover).

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## 3. INCLUSIONS

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

- if the Product breaks down as a result of a Mechanical or Electrical Failure covered by this Business Customer Care Plan, we will fix or replace the Product without you having to make an assessment of your rights under the ACL or making a claim on the supplier or the manufacturer;
- in-premises 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 Business 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 a Product requires repairing more than three (3) times as a result of Mechanical or Electrical Failure, the Product will be replaced at your request, notwithstanding section 5 under the heading 'Repair and replacement terms'.

### 3.2. Food spoilage

If the Product is a refrigerator or freezer, we will at your request, pay for food spoilage caused by the Mechanical or Electrical Failure of the Product, 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 Product covered is a washing machine or washer dryer and, as a result of a Mechanical or Electrical Failure of the Product, 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 covered by this Business Customer Care Plan. You may be required to provide receipts for all claims.

### 3.4. Repair guarantee

If the repair of your Product 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 Product (if it was couriered to us), we will upon your request replace your Product in accordance with section 6 under the heading 'Repair and replacement terms'

### 3.5. Instant Replacements for Products under \$250.00

If your Product purchased is under the value of \$250.00 and it is deemed faulty, we may at our sole discretion replace the Product 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 for any repairs carried out on your Product during the period of the Business Customer Care Plan.

### 3.7. Worldwide travel

If your Product 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 Business Customer Care Plan does not cover:

- (a) **a fault brought to your attention before you purchased the Product;**
- (b) **faults caused by:**
  - i. negligence, accidental or deliberate misuse or unauthorized 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.
- (c) **damage caused by accidents;**
- (d) **a gradual reduction of the operating performance of the Product;**
- (e) **repairs to:**
  - i. cosmetic items, such as paint or finishing, which do not affect the operation of the Product;
  - ii. accessories such as tapes, software, or add-on options incorporated or used in or with the Product unless those accessories are covered under a separate Business Customer Care Plan;
  - iii. 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;
- (f) **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;

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- ii. damage from batteries or other consumables, internal or external to the Product;
  - iii. using the Product for purposes other than those described in section 1 under the heading 'Eligibility for the Business Customer Care Plan';
  - iv. not being able to use the Product following Mechanical or Electrical Failure of the Product, 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';
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- (g) transportation, installation or removal of the Product for replacement only;**
  - (h) loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;**
  - (i) normal maintenance costs, cleaning, lubrication or external adjustments;**
  - (j) the Product if it is recalled by the manufacturer, importer or a government agency;**
  - (k) any claim against you by any third party including for personal injury or damage to property;**
  - (l) any claim by you for personal injury or damage to property, other than as expressly provided for in this Business Customer Care Plan;**
  - (m) costs incurred for the delivery and installation of a replacement product or extraction and disposal of an existing product if it is in your possession;**
  - (n) stands or wall brackets;**
  - (o) damages and/or Mechanical or Electrical Failure caused by faulty or incorrect installation;**
  - (p) screen defects resulting from 'after image' or 'burn in' or damage by 'overheating';**
  - (q) faults where the Product 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;**
  - (r) labour charges for work you require outside our repairer's normal working hours, Monday to Friday, 9am – 5pm; and**
  - (s) domestic or personal use.**

## 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 Business Customer Care Line, at our sole discretion, we will have our approved repairer carry out repairs to the Product and if repairable, pay for the service call-out, parts and labour. If we decide the Product is unable to be repaired or uneconomical to do so, we will replace the Product with a product of the same or similar technical specification.

If the manufacturer or their agents only offer a refurbished part or product swap facility, we may replace the Product with a refurbished product of the same or similar technical specification rather than repairing it. For the purposes of this Business Customer Care Plan, the replacement, in this instance will be deemed a repair. Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. Refurbished parts may be used to repair the products.

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If such equivalent specification 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 store credit and such payment will not exceed the Original Purchase Price of your Product.

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

Where we have replaced the Product, 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 Product has been replaced, you will be responsible, at your expense, for disposing of the original product if it remains in your possession. If the Product remains in our possession, it becomes our property.

## 6. COSTS

### 6.1 Cost of the Business Customer Care Plan

The cost of the Business Customer Care Plan will, upon your request, be notified to you at the time of sale of the Business 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 Business Customer Care Plan, we do so subject to our receipt of your payment of the cost of the Business Customer Care Plan within the time required by us.

### 6.2 Costs relating to claims

#### 6.2.1. Courier costs

If your Product covered by this Business Customer Care 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 premises to our approved repairer, and from our approved repairer back to your premises.

#### 6.2.2. In-Premises repair for Larger Items

For Products which are Larger Items, we will in most cases, arrange for repairs to be undertaken at your premises 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.

#### 6.3.3. Repair costs – service call-out, parts and labour

In most cases, we will repair the Product 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.



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## 7. REFUSAL OF CLAIMS

We may refuse to pay a claim under your Business 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 Business 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 Business Customer Care Plan'.

## 8. HOW TO MAKE A CLAIM

Please call our Business Customer Care Line on 1300 375 308:

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

If there is any other service agreement or an insurance policy (i.e. business 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 Business Customer Care Plan.

## 9. BACK UP OF DATA

Please be aware that where the Product 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 products 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 Business 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 Business Customer Care Plan to a new owner of the Product at no cost to you. To organise the transfer, please call the Business Customer Care Line.

## 11. CANCELLATION OF THIS BUSINESS CUSTOMER CARE PLAN

You may cancel your Business Customer Care Plan at any time by notifying us. If you choose to cancel your Business Customer Care Plan, the following conditions apply:

- a) If you cancel your Business Customer Care Plan before the Business Customer Care Plan start date (as set out in section 2 under the heading 'Period of cover of the Business Customer Care Plan'), we will provide you with a full refund of the amount of the Business Customer Care Plan you have paid less any government taxes, levies, duties or charges we cannot recover;
- b) If you cancel your Business Customer Care Plan after the Business Customer Care Plan start date, there will be no refund of the amount of the Business Customer Care Plan you have paid.
- c) If you want to cancel your Business Customer Care Plan, you must notify us by calling the Customer Support Department on 1300 000 500, by email via [warranty@domesticandgeneral.com](mailto:warranty@domesticandgeneral.com) or by writing to Domestic & General at GPO Box 3004, Melbourne VIC 3001.

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We have the right to cancel this Business Customer Care Plan if you commit a material breach of these Business 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 Business Customer Care Plan and for this purpose, you consent to Appliances Online providing DGSP and DGI with your contact details and information about the Product. 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 Business 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](http://www.appliancesonline.com.au) as well as DGSP's Privacy Policy which can be accessed at [www.domesticandgeneral.com.au](http://www.domesticandgeneral.com.au)

## 13. THIS BUSINESS CUSTOMER CARE PLAN IS NOT A PERFORMANCE GUARANTEE OR INSURANCE

This Business Customer Care Plan is not a guarantee of performance or an insurance policy nor is Appliances Online an insurer. It is a Business 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](mailto: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 our service, your Business Customer Care Plan or feel that our service 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 375 308, Monday to Friday 8:30am – 5:30pm (AEST)

**Email** : [resolutions.aus@domesticandgeneral.com](mailto:resolutions.aus@domesticandgeneral.com)

**Mail** : GPO Box 3004, Melbourne VIC 3001

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### 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 Business 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.