



Customer Care Plan

EFFECTIVE | JUNE 2011

Australian Consumer Law

Our goods 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 for 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. This *Customer Care Plan* provides some benefits which are additional to Your ACL rights, however, some of the benefits may overlap with Your ACL rights. The cost of this *Customer Care Plan* to You does not include any cost for benefits which overlap with your ACL rights.

Customer Care Plan

Congratulations on purchasing Your new lifestyle product and electing to protect Your Product with this *Customer Care Plan*.

This *Customer Care Plan* is not an insurance policy, nor are We insurers. The plan is a warranty and service product supplied by Us in respect of products We sell.

Please ensure that You keep Your original purchase receipt and/or Tax Invoice to describe and validate Your purchase of both Your Product and this *Customer Care Plan*. These documents constitute proof of the purchase of this *Customer Care Plan*. In the event of a claim these documents may need to be produced.

A separate *Customer Care Plan* must be purchased for each product. If You have purchased more than one product on the same purchase receipt, then this *Customer Care Plan* will only cover the product specifically described on the purchase receipt and/or Tax Invoice as being covered by an *Customer Care Plan* with a separate itemisation of its cost.

The *Customer Care* code/s listed on Your Tax Invoice supplied by the retail store will specify the term of Your cover. Please refer to paragraph 'Period of Cover' below for further information.

What Is Covered

In the event of Your Product suffering a Mechanical or Electrical Failure, We will pay for parts, labour and service call out fee/s[^] required for Your Product to be repaired to normal working order; subject to the terms and conditions of this *Customer Care Plan*.

[^] *If applicable as per original Manufacturer's conditions and service area limitations.*

This *Customer Care Plan* applies in addition to any existing warranty included in the Original Purchase Price for Your Product or insurance applicable and all other warranties or guarantees expressed or implied by mandatory provisions of law.

The maximum amount payable by Us under this *Customer Care Plan* will be the Original Purchase Price of Your Product (inclusive of GST) per claim.

In the case of Your Product being covered by REP2EW under this *Customer Care Plan*, We will always replace with a new product rather than repair.

Food Spoilage

If Your Product is a fridge or freezer we will reimburse You for food spoiled as a result of a mechanical or electrical defect with a benefit up to \$200 (inclusive of GST).

Laundry Costs

If Your Product is a clothes washer or clothes dryer, we will reimburse You up to \$200 (inclusive of GST) for laundry costs you incur as a result of a mechanical or electrical defect which renders Your Product inoperable for a period of greater than 7 working days, (excluding the time You take to manage your obligations during the claim process) commencing from the time We have been notified by You of the Product failure. Receipts for laundry costs must be submitted to support Your claim.

Replacement Terms

At Our sole discretion, We may replace Your Product with a new product with equivalent features as determined by Us when Your Product is not economically repairable or repair costs exceed the Original Purchase Price of Your Product, regardless of the original Manufacturer's policy on replacement.

The replacement product shall be equivalent in specifications of Your original product and the cost shall not exceed the Original Purchase Price You paid for Your Product. Due to changes in product technology and availability, the replacement product We supply may have a lower selling price and is not limited to the original manufacturer brand of Your original product. Replacement price differences, if any, will not be refunded.

When a replacement product is not available we may provide a store credit, up to the Original Purchase Price of your product in lieu of a replacement item. The Issue of a store credit, or replacement item supplied for Your Product shall constitute fulfilment of this *Customer Care Plan*.

Payment to You or replacement of Your Product shall constitute fulfilment of this *Customer Care Plan*.

No Lemon Guarantee

If Your Product has been the subject of three separate and distinct repairs that are covered and claimed under this *Customer Care Plan's* Period of Cover and a further repair is required, we will replace Your Product

Cover Outside Australia

Your Product is covered worldwide, however you may be required to locate a suitable and convenient repairer if outside Australia or New Zealand.

Toll Free – Technical Assistance

We will provide You with advice on technical problems in relation to Your Product during normal business hours (Monday to Friday 9am - 5pm EST).

You can access this benefit by phoning our Toll Free number in Australia **1800 008 104** or You can email Your query to lumleyassist@lumley.com.au.

For computers/notebooks and printers, the technical support is limited to advice in relation to technical problems with hardware (the computer/notebook or printer itself) and/or the software supplied with the Product when purchased or installed prior to purchase by the manufacturer. Manufacturer installed software includes, but is not limited to:

- Anti Virus software
- Operating System (eg Windows or Mac OS)
- Manufacturer hardware related software

We will outsource the advice service to suitably qualified technicians according to product type. The advice You receive will be based on the latest technical knowledge available at the time, but will not include the engagement of other parties to carry out work or conduct further testing.

Loan Product

If your product is not working and is the subject of a valid claim under this *Customer Care Plan*, we will make available to You upon request, a loan product for use during the repair period, if the repair is likely to take longer than 10 working days. The loan product may not necessarily be the same size, brand or have the same specifications as your covered product. You must maintain the loan product in good condition and you will be responsible for any damage to the loan product.

We will deliver the loan product to you free of charge if delivery is to an address within a 25km radius of your original store of purchase. For deliveries outside of a 25km radius, you will need to make arrangements with our Warranty Administrator, Lumley Retail Warranty when arranging your repair on 1800 062 782.

Repair Period Guarantee

In the event Your product is not working, is the subject of a valid claim and to be repaired under this *Customer Care Plan*, We aim to have the repair completed within the minimum time practicable. If Your repair takes longer than 30 days, we will replace Your product in accordance with the replacement conditions detailed under the section headed Replacement Terms. The 30 Day Repair Guarantee commences from:

- The date upon which the repairer receives your product;

and ends on:

- The date upon which the repairer sends to You or makes available Your product, having completed repairs.

Any period where You are unavailable for product pickup or delivery will not form part of the 30 Day Repair Guarantee.

This benefit will only apply to;

- Repairs completed in Australia; and.
- Repairs when We are not able to provide You with a loan product for use during the repair period.

Payment to You or replacement of Your Product shall constitute fulfillment of this *Customer Care Plan* and will not transfer to a new Product.

What Is Not Covered

- Any part/s of Your Product that are supplied with a Manufacturer's Warranty period of less than twelve (12) months.
- Unauthorised repair/s.
- Defects or design faults that are covered by the manufacturer or distributor whether or not through the process of a product recall.
- Costs when Your Product was used for commercial purposes.
- Consequential losses of any type.
- Costs incurred where no Mechanical or Electrical Failure is identified.
- Normal maintenance costs.

- Any exclusions outlined in the Manufacturer's Warranty.
- Installation or Reinstallation of Your Product.
- Additional costs in replacing Your Product due to parts availability.
- Mechanical or Electrical Failures of Your Product caused by:
 - product recalls;
 - negligence, accidental or deliberate misuse or unauthorised alterations;
 - liquid penetration;
 - external sources including but not limited to electrical interferences, power surges or voltage fluctuations;
 - infestations of vermin, pests or insects;
 - cosmetic damage, accidental damages from any cause;
 - rust or corrosion;
 - abnormal wear and tear including any exclusions as outlined in the manufacturer's specifications regarding excessive domestic usage.
- Repairs to any:
 - consumables including but not limited to batteries, fuses, filters, bulbs or lamps;
 - cables or cords;
 - monitors and screens as a result of image burn;
 - speakers as a result of overloading;
 - software, data or removable data mediums caused by the Mechanical or Electrical Failure of Your Product. This includes firmware upgrades and malfunctions caused by a virus.
- In the case Your Product is covered by replacement Care Agreement (REP2EW), the replacement of:
 - any accessories which may include head phones, remote controls or external devices;
 - mobile phone/s;
 - toys.

Period Of Cover

- Code **2EW** = 2 (two)* years
- Code **3EW** = 3 (three)* years
- Code **4EW** = 4 (four)* years

* *Customer Care Plan cover commences at the expiration of the original Manufacturer's Warranty for Your Product. If your product is replaced by the manufacturer, your Customer Care Plan cover and original warranty expiry date remains the same.*

Please note for each Code above, the relevant *Customer Care Plan* has a maximum cover of five (5) years from the Original Date of Purchase of Your Product excluding Air Conditioners where the maximum cover of seven (7) years from the Original Date of Purchase applies.

- Code **REP2EW** = 2 (two)* years

* *Customer Care Plan cover commences at the expiration of the original Manufacturer's Warranty for Your Product. If your product is replaced by the manufacturer, your Customer Care Plan cover and original warranty expiry date remains the same.*

Please note for REP2EW the *Customer Care Plan* has a maximum cover of 3 (three) years (inclusive of the Manufacturer's Warranty period) from Original Date of Purchase of Your Product.

Definitions

Manufacturer's Warranty: means any express warranty given by the manufacturer applicable to the sale of Your Product for a specific period of time after the purchase of Your Product and for the avoidance of doubt, does not include any consumer guarantees under the Australian Consumer Law.

Mechanical or Electrical Failure: means a sudden or unforeseen failure of Your Product arising from a mechanical or electrical fault.

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 Your Product.

You, Your: means the person or persons named as the purchaser on the original purchase receipt and/or Tax Invoice.

Your Product: means any electrical or battery operated product that You purchase for domestic use as described in the purchase receipt and/or Tax Invoice.

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.

Transferability

This *Customer Care Plan* can be transferred to a new owner at the sale of Your Product providing written advice from You is forwarded to Client Services within 7 (seven) days of the transfer of ownership of Your Product. Please call Our Client Services Hotline 1 800 559 966, Monday to Friday 8am to 6pm EST, for further details.

Privacy Statement

We comply with the Privacy Act 1988 (Cwth) (as amended). The information We collect will be used for the purpose of providing this Care Agreement cover to You, that include:

- Evaluating Your application for Care Agreement cover;
- Setting the cost of providing the *Customer Care Plan*;
- Properly administering repairs for faulty products.

To provide these services, it may be necessary for Us to disclose Your personal information to Our Care Agreement provider; the manufacturer of the product or a repairer. Your personal information will not be disclosed by Us for any other purpose, without Your consent, except where permitted or required by law.

15-Day Free Look

If You require cancellation of this *Customer Care Plan* within fifteen (15) days of the *Customer Care Plan's* Original Date Of Purchase and You have not made a claim within this time, We will refund the amount You paid for this *Customer Care Plan* in full at the Store Of Purchase.

This *Customer Care Plan* cannot be cancelled after the 15-Day Free Look Period.

How To Make A Claim

If You have a problem with Your Product which is not covered by this *Customer Care Plan*, please contact one of Our stores or the manufacturer. Contact information for the manufacturer can be found in the warranty and support section in the initial warranty card provided when You purchased Your Product.

If You are claiming under this *Customer Care Plan*, call Our Customer Service Helpline on **1800 062 782, (0800 385 303 in NZ)** Monday to Friday 8am to 6pm EST, and Our friendly staff will assist You with Your claim. You must lodge your claim with our Customer Service Helpline prior to the expiration of this *Customer Care Plan*. This Plan is provided by Your Retailer. Your Retailer has entered into a separate indemnity agreement with Wesfarmers General Insurance Limited ABN 24 000 036 279 trading as Lumley Retail Warranty (GPO Box 1465 Brisbane, QLD, 4001)

Claims will not be handled where You have arranged repair or replacement without first lodging and gaining approval of a claim.

Ensure You have Your original purchase receipt and/or Tax Invoice available.

Freight/Pick-up/Delivery

If you live within 25 km of one of our designated approved repairers and the Product is less than 7kg in weight (e.g. TV's smaller than 32") you will need to take your product to that repairer. If you are unable to do this please contact us on 1800 062 782 (0800 385 303 in NZ). If you live further than 25km from the designated approved repairer or your product is greater than 7kg in weight (eg: 32"TVs and above) we will, at our cost, either arrange freight or pick-up and delivery and, where we can, set-up.

Your claim must be lodged by the customer whose name is shown on the purchase receipt and/or Tax Invoice and/or any other parties authorised by the owner in writing.

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. All parts used (whether new or refurbished) will have the benefit of a minimum guarantee period regardless of how much cover is remaining on Your product at the time of the repair.

Back Up Of Data

Please note that where Your Product is capable of retaining user-generated data, the repair of Your Product under Your *Customer Care Plan* may result in loss of the data. We recommend you back-up your data. User-generated data includes files on a computer hard drive, telephone numbers stored on a mobile telephone, songs stored on a portable media player or games saved on a games console.

The benefits to You under this *Customer Care Plan* are in addition to Your rights and remedies under the Australian Consumer Law.

Notes

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