

Appliances Online - Customer Care Plan Terms & Conditions

Congratulations on Your new purchase and protecting it with a Customer Care Plan!

Below, you will find the full terms and conditions of your customer care plan.



appliancesonline

legendary service

1 Definitions

- 1.1 Administrator means SquareTrade Australia Pty Ltd ABN 52 631 111 861.
- 1.2 Customer Care Plan means this Customer Care Plan which provides cover for the Product you have purchased from Appliances Online. A Customer Care Plan will be either a Customer Care Replacement Plan or a Customer Care Repair Plan, as each is defined in Clause 4.3 below.
- 1.3 Manufacturer means the original manufacturer of the Product.
- 1.4 Manufacturer's Warranty means any express warranty provided by the Manufacturer in relation to the Product.
- 1.5 Mechanical or Electrical Failure means the loss of functionality of the Product due to a fault of a mechanical or electrical nature.
- 1.6 Normal Use means the operation and storage of the Product in accordance with the manufacturer's specifications, Manufacturer's Warranty terms and owner's manual in a personal, domestic, or household setting.
- 1.7 Product means the product identified in Your Appliances Online purchase receipt as being protected by a Customer Care Plan.
- 1.8 Protection Period means:
 - (1) in relation to a Customer Care Replacement Plan, the period in clause 11.2 of this Customer Care Plan; and
 - (2) in relation to a Customer Care Repair Plan, the period in clause 11.3 of this Customer Care Plan.
- 1.9 Recall means a compulsory or voluntary recall of the Product by the Manufacturer.
- 1.10 Refurbished Part(s) means a part which is not brand new and may have been repaired or recycled;
- 1.11 Transfer of Ownership means the sale or gift of the Product to another person.
- 1.12 Transferee means the person who has the benefit of this Customer Care Plan after You have followed the procedure described in clause 7.
- 1.13 We, Our, Us means Appliances Online Pty Limited ABN 19 151 833 546 of Level 2, 20A Danks Street, Redfern NSW 2016.
- 1.14 You, Your means the customer who has purchased this Customer Care Plan or in the case of a Product which has undergone a Transfer of Ownership, the Transferee.

2 About this Customer Care Plan

- 2.1 The Customer Care Plan is a service product provided by Appliances Online and administered by the Administrator subject to the eligibility requirements described in Clause 4.

2.2 Your Product comes with certain rights under the Australian Consumer Law (ACL) which cannot be excluded. See the 'Important notice given under the Australian Consumer Law' below. Your rights under this Customer Care Plan are in addition to your rights under the ACL.

3 Important notice given under the Australia Consumer Law

3.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (1) to cancel your service contract with us; and
- (2) to a refund for the unused portion, or to compensation for its reduced value.

3.2 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

4 Eligibility criteria and pricing

4.1 Customer Care Plan is only available to customers who purchase brand new products from the Appliances Online website.

4.2 You can purchase a Customer Care Plan for the following products only:

- (1) a product for use in a commercial (if you purchased a Business Care Plan), personal, domestic or household setting;
- (2) which is brand new;
- (3) will be used primarily within Australia; and
- (4) which are listed in clause 12.

4.3 For products which are eligible for Customer Care Plan, there are two types of Customer Care Plans:

- (1) Customer Care Replacement Plan provides coverage after the manufacturer's warranty Period for selected Products where the purchase price is less than or equal to \$500.
- (2) Customer Care Repair Plan provides coverage after the manufacturer's warranty Period for selected Products where the purchase price is greater than \$500. This plan provides coverage for the repair or replacement of the covered Product in certain circumstances.

4.4 Our liability under this Customer Care Plan is limited to the benefits stated in:

- (1) clause 8 for the Customer Care Replacement Plan;
- (2) clause 9 for the Customer Care Repair Plan; and

- (3) the additional benefits for Customer Care Repair Plans stated in clause 9.6 (Additional Benefits) and clause 10 (30 Day Repair Promise).

4.5 Customer Care Plan pricing is available from Appliances Online when purchasing Your Product.

4.6 Please note this Customer Care Plan does not cover lost or stolen Products or accidental damage to your Product.

5 Who is the Customer Care Plan appropriate for?

- o You can view the Customer Care Plan Target Market Determination which sets out the target market for Customer Care Plan by visiting <https://www.appliancesonline.com.au/article/customer-care/>

6 Cooling off period

- o You can cancel Your Customer Care Plan in the first 30 days from date of delivery by contacting Us at 1300 000 500.

7 Transfer of Ownership

- o If You have purchased a Customer Care Plan and You sell or gift Your Product to another person (Transferee), the Transferee may access the benefits under this Customer Care Plan in relation to the Product provided that You have:
 - (1) given the Transferee the original purchase receipt clearly showing the purchase of the Product and the Customer Care Plan; and
 - (2) notified the Administrator of the Transfer of ownership by calling 1800 953 596 from Monday to Friday 9am to 5.30pm AEST.

8 What does the Customer Care Replacement Plan include?

8.1 If Your Product suffers a Mechanical or Electrical Failure, which includes failure of buttons and switches during Normal Use, during the Protection Period, We will replace Your Product with a product of like kind, quality and functionality (replacement Products may retail at a lower price than Your original Product and may be a different brand from the original Product). If a standalone component of Your Product fails, We will only replace that component.

8.2 If no replacement is available, You will receive a store credit reflecting the replacement cost of a new product of equivalent features and functionality, capped at the original purchase price of Your Product. We will not pay more than the original purchase price inclusive of GST listed on the original invoice.

8.3 If We accept Your claim under the Customer Care Replacement Plan, We may require You to provide Us with Your Product and the Product will become the property of the Administrator. We will not be responsible for any disposal costs if We do not require You to provide Your Product to us.

9 What does the Customer Care Repair Plan include?

9.1 If Your Product suffers a Mechanical or Electrical Failure, which includes failure of buttons and switches, during the Protection Period during Normal Use, We will:

- (1) repair Your Product;
- (2) if We, in our discretion, determine that We are unable to repair Your Product, We will replace Your Product with another Product of like kind, quality and functionality (replacement Products may retail at a lower price than Your original Product and may be a different brand from the original Product); or
- (3) if We are unable to repair or replace Your Product, We will provide you with a store credit reflecting the replacement cost of a new Product of equivalent features and functionality, capped at the original purchase price of Your Product. We will not pay more than the original purchase price inclusive of GST listed on the original invoice.

9.2 We may use Refurbished Parts to repair Your Product. If a component of Your Product fails (for example, a remote control) We will only repair or replace that component where this is possible.

9.3 If We replace Your Product under the Customer Care Repair Plan, We may require You to provide Us with Your Product and the Product will become the property of the Administrator. We will not be responsible for any disposal costs if We do not require You to provide Your Product to us.

9.4 Your Product is required to be in a serviceable position before We can conduct an initial assessment of Your Product and We may need to coordinate this prior to an authorised repair agent being sent to perform the repair.

9.5 In some limited circumstances, You may be provided with a refurbished product instead of having Your Product repaired, where a manufacturer of Your Product does not permit the repair of its products by Our authorised repair agents. Where We provide you with a refurbished product, Our Administrator will notify You and we will treat this as a repair and Your Care Plan will continue to provide coverage for the refurbished product provided to You, subject to these terms and conditions.

9.6 Additional benefits for Customer Care Repair Plans. If You purchased a Customer Care Repair Plan and Your Product suffers a Mechanical or Electrical Failure that is covered in clause 9, You may also access the following benefits:

- (1) Reimbursement for Food Spoilage

If Your Product is a fridge or freezer, We will reimburse You up to \$200 inclusive of GST for food spoiled during the Protection Period upon Your request. You may be required to provide receipts or photos of the food to access this benefit.

- (2) Laundry expense

If Your Product is a washing machine or clothes dryer, We will reimburse you up to \$200 inclusive of GST for any laundry costs You incur. This benefit is only available if We are unable to repair Your washing machine or clothes dryer to normal working order within 10 business days of the date of the initial onsite

assessment. You may be required to provide receipts for the laundry cost to support Your claim.

(3) Worldwide coverage

We will reimburse the costs to repair Your Product anywhere in the world. To access this benefit:

- You need to contact Us before incurring the repair costs and obtain our approval prior to having Your Product repaired;
- You must pay for the repair when overseas; and
- Submit Your repair invoice, itinerary and travel tickets with Your claim once you are back in Australia.

We will not pay more for the repair than Your original purchase price for the Product. You may claim this benefit once per year.

(4) 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.

(5) Shipping costs

If Your Product weighs over 7kg and needs a repair or if you live more than 25km away from an approved repair location, We will pay for the shipping costs to the repair location or arrange an onsite repair appointment.

9.7 Additional benefits for Customer Care Plans: Technical support

You can access technical support during normal business hours of Monday to Friday (excluding national public holidays in Australia) from 9:00 a.m. – 5.30 p.m. AEST. You can access technical support by going to our website at <https://www.squaretrade.com.au/faq/> or calling us at 1800 953 596.

For computers/notebooks and printers, the technical support is limited to advice in relation to technical problems after the initial set up and installation of the Product, including, without limitation, successful installation of the supplied software. Manufacturer supplied software includes, but is not limited to:

- Anti-Virus software
- the Operating System (e.g. Windows or Mac OS)
- any other software that comes with your Product

In the event we are unable to successfully address Your issue, We will not engage any other parties to perform the technical support or conduct further evaluation.

10 30 Day Repair Promise

- 10.1 We promise to repair Your Product within 30 days of Our first inspection. If We take longer than 30 days to repair Your Product, You can request to receive a replacement for Your Product.
- 10.2 Any period where You are unavailable for Product pick up or delivery will not count towards the 30 day period. The 30 Day Repair Promise ends on the day the repairer delivers the Product back to You.

11 What is the Protection Period?

- 11.1 Mechanical or Electrical Failure is usually covered by the Manufacturer's Warranty which operates for a set time from Your purchase of the Product, commonly one, two or three years, depending on the Product.
- 11.2 For Customer Care Replacement Plans, which are only available for Products under or equal to \$500, the "Replacement Protection Period" shall commence upon expiration of the Manufacturer's Warranty and expire on a date that is three (3) years after Your purchase of the Product . However, the Customer Care Replacement Plan will end if We replace Your Product.
- 11.3 For Customer Care Repair Plans, We will repair Your Product in the Protection Period shown in the Customer Care Repair Plan Table below (according to the type of Product) which period:
- (1) commences when the Manufacturer's Warranty ends; and
 - (2) ends on the earlier of:
 - (a) the expiry of the relevant period shown in the table below; or
 - (b) when We provide a replacement product, or store credit under Your Customer Care Repair Plan.
 - o Customer Care Repair Plan Table – Protection Period

Customer Care Repair Plans are available for purchase depending on the type of Product and the period of the Manufacturer's Warranty as set out in the table below:

CUSTOMER CARE REPAIR PLAN				
Washers, Dryers, Fridges, Freezers, TVs, Entertainment, Small Appliances (Over \$500)				
Year 1	Year 2	Year 3	Year 4	Year 5
1-year manufacturer's warranty	Customer Care Plan			
2-year manufacturer's warranty		Customer Care Plan		
3-year manufacturer's warranty			Customer Care Plan	

CUSTOMER CARE REPLACEMENT PLAN		
Washers, Dryers, Fridges, Freezers, TVs, Entertainment, Small Appliances (Under \$500)		
Year 1	Year 2	Year 3
1 year manufacturer's warranty	Customer Care Plan	
2 year manufacturer's warranty		Customer Care Plan

12. What is not included in Customer Care Plan?

12.1 This Customer Care Plan does not provide coverage for any of the following:

- (1) accidental damage, intentional damage or liquid damage to the Product;
- (2) lost, stolen or irretrievable Products;
- (3) cosmetic damage that does not affect the functionality of the Product;
- (4) use of the Product which is not Normal Use;
- (5) Products used in a commercial setting or for commercial purposes (unless You purchased a Business Care Plan);
- (6) exposure to climatic or atmospheric conditions contrary to Normal Use;
- (7) television or computer monitor screen imperfections other than caused by a Mechanical or Electrical Failure;
- (8) loss of software and/or data;
- (9) consumer replaceable parts such as projector or rear projection TV bulbs, toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;
- (10) damage to hardware which does not originate from a Mechanical or Electrical Failure, such as failure originating from, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- (11) a Product which is subject to a Recall;
- (12) the cost of making a Claim under this Customer Care Plan; or
- (13) costs incurred for the delivery and/or installation of a replacement Product as well as haul away of Your Product, except as otherwise expressly provided by Us.

- 12.2 To the extent permitted by law, We will not be liable under this Customer Care Plan for property damage, delay, loss of profit, or lost time resulting from the Product, delay in service or the inability to render service due to circumstances outside Our control.

13 How to claim under the Customer Care Plan?

- 13.1 If Your Product fails within the period of the Manufacturer's Warranty, please contact Us or the Manufacturer.
- 13.2 If You have a problem with Your Product during the Protection Period, please file a claim at www.squaretrade.com.au.
- 13.3 You will be required to provide Your original purchase receipt for Your Product and the Customer Care Plan when You file a service request. Please note You must obtain the Administrator's approval to repair or replace Your Product before proceeding with or incurring any costs to repair or replace Your Product.
- 13.4 If Your Product is still covered by a Manufacturer's Warranty, We may require that you reasonably cooperate with Us should We need to make a claim against the Manufacturer (including, without limitation, by providing a copy of your original tax invoice to Us).

14 Privacy statement

- 14.1 You consent to Us providing the Administrator and any other third party service providers with Your contact details and information about Your product for the following purposes:
- 14.1.1 administering this Customer Care Plan;
 - 14.1.2 repairing or replacing Your Product; and/or
 - 14.1.3 promotion purposes including but not limited to advertising, marketing and offering other products and services to You.
- 14.2 You consent to the use and disclosure of Your personal information as set in Our privacy policy which can be accessed at www.appliancesonline.com.au and our Administrator's privacy policy which can be accessed at www.squaretrade.com.au/privacypolicy. You consent to Us, the Administrator and Our authorised third party service providers contacting You, including by sending emails, SMS, mail or telephone.

15 Do you have any questions?

- 15.1 If you have any questions, contact SquareTrade as the administrator:
- 15.1.1 Website: www.squaretrade.com.au
 - 15.1.2 Call: 1800 953 596 Monday to Friday 9am to 5.30pm AEST.
- 15.2 We encourage You to utilise our online service options at www.squaretrade.com.au

15.3 You can also contact Appliances Online using the following details:

15.3.1 Write to: Level 2, 20A Danks Street, Redfern NSW 2016

15.3.2 Call: 1300 000 500 Monday to Friday 9am to 5.30pm AEST

16 What makes the Appliances Online Customer Care Plan different?

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Question	Australian Consumer Law (ACL)	Customer Care Repair Plan	Customer Care Replacement Plan
Am I protected if the Product suffers a Mechanical or Electrical Failure?	<p>Under the ACL, You have certain automatic rights as a consumer, these include, without limitation:</p> <ul style="list-style-type: none"> • Guarantee as to acceptable quality; and • Guarantee as to fitness for any disclosed purpose. 	Yes, protection is available against Mechanical or Electrical Failure during Normal Use of Your Product.	Yes, protection is available against Mechanical or Electrical Failure during Normal Use of Your Product.
What is the duration of protection?	Protection under the ACL is for a time which a reasonable consumer would regard as acceptable taking into consideration the nature of the goods, the price, and any statements or representations made about the goods (amongst other things).	During the relevant Protection Period for Customer Care Repair Plans. See Clause 11.3 for details.	During the relevant Protection Period for Customer Care Replacement Plans See Clause 11.2 for details.
What remedies are available if the Product suffers a Mechanical or Electrical Failure?	In event you claim under one of the consumer guarantees, the remedy will depend on the individual and specific circumstances of the fault or failure. The remedy may be 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 is not a major failure.	In event of Mechanical or Electrical Failure during Normal Use, repair or replacement (see clause 9).	In event of Mechanical or Electrical Failure during Normal Use, replacement (see clause 8).

		<p>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.</p>	
Who is responsible for providing the remedy?	We are (if seeking a repair, refund or replacement, or claiming damages). The Manufacturer may also be responsible.	We are. You can lodge a service request at squaretrade.com.au	We are. You can lodge a service request at squaretrade.com.au
Is a Technical Support helpline available?	Some suppliers may provide support, however it is not required under the ACL.	Yes, technical support is available for Your Product. See Clause 9.7 for details	Yes, technical support is available for Your Products. See Clause 9.7 for details
What happens if my Product is not repaired in a timely manner?	Under the ACL it is required that Your repair is completed within a reasonable time or You will be entitled to a replacement product or a refund to the value of the original purchase price.	Your Product will be replaced upon Your request if Your repair is not completed in 30 days from the time it was first inspected.	Not applicable for a Replacement Plan.
Is there reimbursement for food spoilage?	You may be entitled to compensation due to a breach of a consumer guarantee which could cover food spoilage costs.	Yes, in the event of Mechanical or Electrical Failure of Your refrigerator or freezer, We will reimburse up to \$200 for spoiled food – see clause 9.6.	.Yes, in the event of Mechanical or Electrical Failure of Your refrigerator or freezer, We will reimburse up to \$200 for spoiled food – see clause 9.6.
Is there reimbursement for laundry expenses?	You may be entitled to compensation due to a breach of a consumer guarantee which could cover laundry expenses.	Yes, in the event of Mechanical or Electrical Failure of Your washer or drier and We are unable to repair Your	Not applicable for a replacement plan.

		Product within 10 days of first inspection, We will reimburse up to \$200 for laundry expenses – see clause 9.6.	
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Indigenous Infoline: 1300 303 143

ACCC Website: www.accc.gov.au