

Extended Warranty Program Terms and Conditions Effective from June 2009

This Extended Warranty program is provided by **Melbourne Appliances Direct Pty Ltd ABN 95 134 562 673**

SERVICE AND COVERAGE

This plan will provide coverage for items that suffer a mechanical or electrical defect under normal use and operation in Australia during the cover period. Items must be new and have at least 12 months manufacturer's warranty at the date of purchase.

Provided that we have received the service contract fee, we will at our option either:

- a. Pay the costs of any replacement parts and labour and call out charges required to have an authorised repair facility repair the covered item to normal operating condition;
- b. Replace the covered item

Limit of Liability

The maximum limit of liability in respect of any single claim will not exceed the cost of repairing or replacement of the covered item up to the original purchase price. Technological advances may result in there being a suitable replacement item available with a lower price than the original purchase price but of similar or superior quality, taking into consideration features, quality and specifications of the covered item. We may elect at our discretion to replace the covered item with a suitable replacement item as described.

In the event that we replace the covered item, the covered item becomes our property and this contract will end with no refund of the plan price. This plan is offered in addition to any rights or remedies conferred upon consumers by law including all other warranties or guarantees.

ADDITIONAL BENEFITS

The following benefits also apply to accepted claims:

A. Food Spoilage

If the covered item is a fridge or freezer we will reimburse you for food spoiled as a result of a mechanical or electrical defect. The following benefits apply: **Fridge/Freezer** - Food spoilage up to a maximum of \$200 (inc GST).

B. Replacement Cover

If the original purchase price was Three Hundred Dollars (\$300) (inc GST) or less, we will replace the covered item with a new item of like kind and quality to the covered item. Technological advances may result in there being a suitable replacement item available with a lower price than the original purchase price but of similar or superior quality, taking into consideration features, quality and specifications of the covered item. We may elect at our discretion to replace the covered item with a suitable replacement item as described.

C. No Lemon Guarantee

If the covered item has been the subject of three separate and distinct repairs that are covered and claimed under either the manufacturer's warranty or this plan and a further repair is required, we will replace the covered item with a new item of comparable or better quality, specifications or performance, up to a cost not in excess of the original purchase price of the item.

Technological advances and/or manufacturing changes may result in there being a suitable replacement item available with a lower price than the original purchase price but of similar or superior quality, taking into consideration features, quality and specifications of the covered item. We may elect at our discretion to replace the covered item with a suitable replacement item as described.

We reserve the right to make a cash settlement for the original purchase price or to arrange for the issue of a store voucher of equivalent value, in lieu of providing a replacement item.

For the purposes of this No Lemon Guarantee we, in our sole discretion, retain the right to determine, as referred to above:

- (a) Whether three separate and distinct repairs have been undertaken; and
- (b) Whether a further repair is required.

D. Wear and Tear Coverage

Wear and Tear is covered as a result of normal domestic usage. (Commercial use is excluded).

E. Notebook Computers - Free Pick up & Return

Laptop/Notebook computers are covered by a free onsite pickup and return service any where within the Metro area only during the cover period. Coverage in Non Metropolitan areas is on the basis that the item is returned to the nearest authorised repair centre as determined by us. To arrange repair, Please call **1300 308 309**.

WHAT IS NOT COVERED

1. This plan does not cover:

- a. Any mechanical or electrical defect or costs that are covered by any other warranty or guarantee whatsoever;
- b. Any mechanical or electrical defect caused by or attributable to: failure to follow the manufacturer's care, use and/or maintenance instructions; computer viruses or corruption in the operation system files of the covered item of any kind; electrical, plumbing and other such external connections; inherent defect or design faults; pre-existing defects; recalls; or poor reception / transmission problems from external sources.
- c. Accidental damage including but not limited to scratching, denting and bruising or cosmetic damage in any way.
- d. Damage or deterioration to the appearance of the covered item or any covered component.

- e. Damage caused by impact of any kind or whilst the covered item is being transported and any consequential loss, damage or liability incurred as a result of a mechanical or electrical defect (including personal liability).
- f. Failure of the covered item to perform as expected or advertised, whether implicit or not.
- g. Any mechanical or electrical defect caused by or attributable to any repair, modification, enhancement or alteration performed or attempted by anyone other than the manufacturer, an authorised agent or authorised repair facility.
- h. Claims where we have not been contacted prior to the commencement of the repair or claims where we have not issued a work authorisation number.
- i. Any accessories supplied with the covered item including but not limited to: head phones, memory cards, or wireless/bluetooth earpieces and other devices.
- j. Damage to a covered item or component caused by or attributable to: fire, lightning, flood, earthquake, storm and/or tempest; acts of God, damage from liquids, corrosion, moisture or condensation, sand, rust; theft and/or burglary or attempt thereof; misuse, abuse, accidental damage, malicious damage, aircraft impact, explosion; infestation by insects/vermin; voltage surges, dips, fluctuation and/or power spikes or damage caused by an accessory.
- k. Delays from failure of the manufacturer to have replacement parts available.
- l. Any repairs required as a result of continued operation of the covered item once a defect or fault has occurred.
- m. Any mechanical or electrical defect that was in existence prior to the cover period and any mechanical or electrical defect caused by or attributable to: lack of fluid, fluid contamination or fluid loss; or normal wear where the covered item has an internal combustion engine.
- n. Components that require periodic replacement as a part of normal operation including but not limited to: batteries, cartridges, or toner; bulbs and globes (including projector bulbs); leads, fuses, drive belts, hoses, linings; spark plugs or filters.
- o. Preventative maintenance checks, cleaning, operator problems or any costs where no mechanical or electrical defect is found.
- p. Any mechanical or electrical defect to the screen of a covered item caused by or attributable to: "after image" or "burn in".
- q. Claims where the covered item is found to be operating within the manufacturer's normal operating range specifications, including but not limited to fan noise, pixel operation, or screen brightness.
- r. Any loss or damage to items in commercial use as opposed to domestic use.

2. This plan will cease to operate and no claims will be accepted where the covered item:

- a. Is being used in any illicit trade or illegal purpose;
- b. Is being used for commercial use, educational or profit generation purposes unless it is an office product; or without previous authorisation.
- c. Is in our opinion, being used for a purpose for which it was not designed.
- d. If the covered item is lost or stolen or misused during any use of the item as outlined above in paragraphs 2 (a) to (c).

COVER PERIOD

- The commencement date of this plan is the date you purchased the covered item, which includes any periods of time covered by the manufacturer's warranty. Coverage under this plan will commence after the expiration of the manufacturer's warranty period.
- Replacement Plan - If the original purchase price was Three Hundred Dollars \$300 (Inc GST) or less your item will be covered under the Replacement Plan. Coverage under the replacement plan is limited to a maximum of three (3) years from the date of purchase. Coverage under this plan will commence after the expiration of the manufacturer's warranty period.
- Laptop/Notebook computers are limited to a maximum of three (3) years from date of purchase. Coverage under this plan will commence after the expiration of the manufacturer's warranty period.
- Coverage for all other items is limited up to a maximum of five (5) years from the date of purchase as evidenced on your purchase receipt.

This plan will cease to operate at the earliest date that:

- a. The plan term as stated on the service contract certificate has elapsed, as calculated from the commencement date; (i.e. 2, 3, or 5 years).
- b. We replace the covered item.

HOW TO MAKE A CLAIM

To make a claim on your covered item, simply call Our National Claims Control Centre on **1300 308 309** Monday–Friday 9am to 5pm (EST). Our claims team will advise you on how to proceed with the repair and what you must do. Make sure you have the purchase receipt and service contract certificate with you at the time you call.

TRANSPORT/ FREIGHT

The cost of shipping the covered item to an authorised repair facility is not covered by us and is at your own risk and expense. If the covered item is a non-portable item, we will attempt to appoint an authorised repair facility located within 25 kilometres of where the covered item is located and we will pay the call out charges.

Where it is not possible to appoint an authorised repair facility within the 25 kilometre radius of where the covered item is located, any call out charges which may be incurred in having an authorised repair facility technician attend to your claim will be at your own expense.

TRANSFERABILITY

Should you sell your covered item during the cover period, you may wish to transfer cover to the new owner.

To request transfer simply email us, along with your consent, service contract details and the new owner information to Email: transfer@aig.com.

Please give the new owner all relevant receipts and Contract documentation at the time of sale.

CANCELLATION Cancellation of this plan may be made by contacting **Melbourne Appliances Direct Pty Ltd** within 30 days of purchase. You may request cancellation of cover at any time by writing to us to do so. Beyond the money back guarantee period, the plan price is not refundable unless required by law. We may also cancel this contract where you have not complied with the plan terms and conditions.