

# Care Cover Accident Product Warranty (APW) Terms & Conditions

The Care Cover Accident Product Warranty (APW), covers you against accidental stains and damage and is the first step in protecting and maintaining your new furniture and bedding. By correctly looking after your new purchase and by using the approved products that come with your Accident Product Warranty, you can enjoy many years of stress free comfort. Under the Warranty, if accidental stains or damage occurs to the furniture covered by your Accident Product Warranty, you may be entitled to:

- A repair of your product;
- Re-selection of a similar product; or
- A refund of the cost of your Product Warranty; or
- A replacement of your product.

Please read the terms and conditions below which set out the circumstances in which you will be entitled to the protection described above.

## Terms and Conditions Details

1. The leather care products that are part of the Leather APW includes a 250mL Leather Cleaner/Conditioner, 250mL Leather Protection Gel, application cloth and the APW. The fabric care products that are part of the Fabric APW includes a 250mL Fabric Spot Cleaner, 250mL Fabric Deodoriser, application cloth and the APW. The mattress protector product that is part of the Mattress APW includes the fitted mattress protector and the APW.
2. The care products should be applied in accordance with the instructions on each label. The furniture/item must be cared for and maintained during the term of the APW in accordance with the care instructions for that product. Every reasonable precaution should be taken to avoid accidental stains or damage.
3. The use of any other cleaner, protector and/or care products on the furniture or bedding other than those comprising these Care Systems will immediately invalidate the APW. It should be noted that the Leather Care System is suitable for finished leathers only, and is not suitable for nubuck, suede and other unfinished leathers and should NOT be used on them. The Leather Care System for unfinished aniline leather, along with additional care products for the ongoing care of other unfinished leather and other furniture types, are available from our retail partners or by calling Care Cover on 1300 453 284 (Australia); 0800 080 039 (New Zealand).

## 4. Care Cover Accident Product Warranty (APW)

Care Cover Pty Ltd's APWs are divided into two categories that are available for purchase. They are:

- A Domestic Accident Product Warranty (D-APW). The Domestic Accident Product Warranty (D-APW) is applicable for the personal use of furniture/items in a domestic situation.
- A Commercial Accident Product Warranty (C-APW). The Commercial Accident Product Warranty (C-APW) is applicable for non-personal use such as in an office, workplace, rental property, rental companies and other commercial situations.

Refer to your product packaging for information on which APW is applicable to you:

### Domestic Accident Product Warranty (D-APW)

- a) 5 year Domestic Product Warranty (D-APW) - This plan is valid only for the original purchaser. Care Cover Pty Ltd will, at its discretion, clean, repair or replace the part of the furniture/item that is accidentally damaged or stained within 5 years of the warranty date, in accordance with the Terms and Conditions.

### Commercial Accident Protection Plan (C-APW)

- a) 3 Year Commercial Product Warranties (C-APW) - This plan is valid only for the original purchaser or entity. Care Cover Pty Ltd will, at its discretion, clean or repair the part of the furniture/item that is accidentally damaged or stained within 3 years of the Warranty date, in accordance with the Terms and Conditions.
- b) 2 Year Commercial Product Warranty (C-APW) - This plan is valid only for the original purchaser or entity. Care Cover Pty Ltd will, at its discretion, clean or repair the part of the furniture/item that is accidentally damaged or stained within 2 years of the Warranty date, in accordance with the Terms and Conditions.

## 5. Product Warranty Inclusions - What is covered:

Domestic (D-APW) & Commercial (C-APW) Product Warranties cover:

### Accidental Stains:

- Drinks and Food
- Ballpoint Pens, Markers and Crayons
- Nail Polish and Lipstick
- Blood
- Acids, Bleach and Corrosive Marks
- Cosmetics
- Waxes, Glues and Paint
- Chewing Gum
- Human Bodily Fluids

### Accidental Damage:

- Scratches
- Rips
- Scuffs
- Burns
- Pet damage one incident only (surface covering only, not available for C-APW)

**Pet damage:** There is a duty of care by you as the owner to ensure your pet does not damage your furniture. Damage includes clawing, scratching and chewing furniture and/or stains caused by pet bodily fluids. This Warranty will provide a repair for pet damage for one incident only and to one limited area of your furniture on the surface covering only (not available to commercial customers under the C-APW).

6. If any accidental damage or stain should occur, you should quickly attend to it by following the instructions on the care product labels.

**Stains:** Are those marks that cannot be removed by using the care products provided. In the event of an incident causing mark/s, the mark/s should be cleaned in accordance with the instructions provided on the Care Cover product. A claim should only be lodged when the mark/s cannot be removed by following the directions on the Care Cover products provided. When spot cleaning, care must be taken to prevent water marks from developing. Water marks are not covered under the Care Cover APW.

**Water Marks:** A Water Mark is the term given to describe the dark ring that sometimes forms around the area that was made wet on a fabric after it has attempted to be cleaned. It is usually a result of a build-up of grime within the fabric that has been carried by the water or cleaning liquid as it spreads out from the point of application. To avoid this, the furniture/item should be periodically professionally cleaned so that there is no grime in the fabric to form a watermark.

When spot cleaning, spray an even mist of cleaning fluid onto a clean microfibre cloth. Using the moistened microfibre cloth, lightly dab out the mark, over and to the outer edges of the affected area. Then gently dab and twist motion over the same area with a clean cloth, eliminating the hard divide between the wet and the dry parts of the fabric.

For further assistance on this process, contact Care Cover Pty Ltd's customer service centre on 1300 453 284 (Australia); 0800 080 039 (New Zealand) or visit [www.carecoveraustralia.com.au](http://www.carecoveraustralia.com.au).

7. If using the care products cannot resolve an issue, you must notify Care Cover Pty Ltd of any accidental stain or damage within five (5) business days of it occurring by calling the customer service centre on 1300 453 284 (Australia); 08 0008 0039 (New Zealand). You will be required to complete and return a claim form with photos of the damage or stain to our customer service team. This information is necessary for all claims and a claim cannot be processed without it.
8. If a stain cannot be removed or the furniture surface is damaged, Care Cover Pty Ltd will provide an authorised representative to clean or repair the damaged area of the furniture/item at no cost to you. Should the stain or damage not be repairable, Care Cover Pty Ltd will, at its discretion, arrange for the stained or damaged area to be replaced at no cost and the APW terms and conditions will continue for the duration of the plan. In some geographical areas, claims may take longer to process than normal.
9. If there is no access to an authorised representative within a reasonable distance (100km) of the customer's location, the furniture will need to be transported to the closest authorised representative at the customer's cost. Please call the Care Cover Pty Ltd customer service team on 1300 453 284 (Australia); 08 0008 0039 (New Zealand) to arrange a solution for this situation.
10. Care Cover will pay for the transportation of the damaged item within 100km to the nearest authorised representative. For distances over 100km from the nearest authorised representative, the customer is responsible for the cost of either the authorised representative's travel or the transportation of the damaged furniture, whichever is Care Cover's preferred option.

11. If the stain or damage cannot be removed or repaired to a reasonable standard, Care Cover Pty Ltd reserves the right, at its sole discretion, to do any one of the following:
- Obtain original or similar leather or fabric, to replace the damaged area, with no guarantee of an exact colour match due to dye lot variation, but will provide the closest possible match of materials, colour and style available at the time; or
  - Provide the customer with a credit up to the value of the original purchase price of the damaged furniture from the retailer or commercial partner of that furniture, for the customer to then re-select a similar product from the retailer or commercial partner within 3 (three) months of receiving the credit.
  - Refund the cost of the APW, or
  - Replace the damaged furniture/item (applicable only to D-AWP).
- Where the price of the re-selected product at paragraph b) above is more than the original purchase price of the damaged product, the customer agrees to pay the difference. Where the price of the re-selected product is less than the original purchase price of the damaged product, the customer agrees to forfeit the difference.
12. Care Cover Pty Ltd reserves the right to offer the customer a refund of the cost of their APW if the customer is not satisfied with available fabrics or replacement leather (set out in clause 11a), or where the customer has failed to re-select a product within the time period (set out in clause 11b). A refund of the cost of the APW, or the replacement of the item under clause 11 c or d) terminates the APW.
13. Care Cover Pty Ltd's liability is limited to a maximum of the actual purchase price of the damaged furniture, bedding or mattress and if there is a total replacement of the furniture, bedding or mattress, the replacement furniture becomes the property of Care Cover Pty Ltd. The new furniture, bedding or mattress is not covered under this Warranty and the APW is therefore deemed concluded. A new APW is required for any replaced furniture items and is to be purchased by the customer.
14. In some circumstances, when the furniture/item is too dirty to enable a suitable repair, Care Cover Pty Ltd may require the furniture/item to be professionally cleaned at the owner's expense, prior to a repair taking place.
15. The C-APW is limited to a single claim per year for the covering material of your furniture/item within the terms and conditions of the C-APW.
16. Product Warranty Exclusions - What is not covered: APW claims are limited to genuine accidents that occur to the surface of the furniture/ item.
- 16.1. Product Warranties do not cover pre-existing damage, which is damage occurring before delivery of the furniture/item or before the purchase of the Warranty.
- 16.2. Care Cover Pty Ltd, its partners or affiliates, are not responsible for damage to the furniture/item resulting from:
- The customer's failure to pre-test the care products in accordance with the instructions;
  - Abuse, neglect or a malicious, deliberate act whether by human or animal, and other factors including sunlight, fading, storm, tempest, lighting, fire, flooding, explosion, earthquake, aircraft or other vehicle impact or by the use or treatment of the furniture in a way that is not normally intended.
  - Fraud or misrepresentation of any kind.
  - Damage or stains accumulating over time. Only the most recent accident will be covered.
  - Water marks (see section 6 for a more detailed explanation of water marks)
  - A claim made against the manufacturer or an insurance company.
  - Damage caused by normal wear and tear including damage due to soiling from perspiration, body or hair oils and treatments, medication, fading or loss of colour, impregnation by other dyes or the giving off of an odour or pungent smell.
  - Dye transfer from other materials or clothing.
  - Structural faults or faults arising from the manufacturing process.
  - Flaws, pre-existing faults, defects or issues resulting in manufacturer recalls in leathers or fabrics, or the use of poor quality materials by the manufacturer.
  - Issues such as peeling and cracking, tearing, pilling and fraying that arise due to the quality of the materials or failure to properly maintain the product.
  - Transportation, freight or installation.
  - Delivery or during shipment of the furniture.
  - Rodents or insects.
- 16.3. The APW does not extend to any loss or damage to a person or property directly or indirectly arising from the use or inability to use the item or our care products.
- 16.4. The APW does not exclude or restrict any condition or warranty imposed or implied by any consumer legislation in Australia, often referred to as the ACL 2010 that is governed under commonwealth legislation. For NZ customers, this APW does not exclude or restrict any condition or Warranty imposed or implied by any consumer legislation in NZ, often referred to as the Consumer Guarantees Act (CGA)
- 16.5. The APW does not cover damage caused by moving the furniture either from house to house, or room to room or any other mode of moving the furniture/ item where it can be deemed that this is the most likely cause of damage.
- 16.6. The APW does not cover damage to internal frames, mechanisms or cushion interiors.
- 16.7. The APW does not cover odour or smell resulting from stains or spills.
17. **How to make a claim**
- Make a claim by completing the claims form which is accessible via [www.carecoveraustralia.com.au](http://www.carecoveraustralia.com.au). The information requested in the claim form will assist in the processing of your claim. The details requested will include the following:
- Your name, address, email and contact numbers
  - Purchase details and description of the furniture
  - Your Care Cover Accident Product Warranty number
  - Proof of purchase of the Accident Product Warranty
  - Clear photographs of the damaged furniture/item from various angles/distances

#### Definitions

**Abuse:** Improper use, mistreatment, to use in a way that is harmful or not the intended manner for which the item was designed.

**Accident:** An unexpected event which occurs suddenly resulting in damage and could not reasonably have been anticipated or prevented.

**Incident:** A single occurrence that results in damage to the furniture/item.

**Neglect:** Failure to take reasonable care of or to look after the furniture/item. Failure to protect the furniture/item from likely damage. Disregard of duty of care resulting from carelessness or indifference. More than two occurrences of the same or similar type.

**Poor Quality Materials:** Materials that are not of sufficient strength or durability to withstand the normal expected, non-abusive use of the furniture/item.

**Reasonable Standard:** Repairs are not guaranteed to return the damaged furniture/item to new condition but are to be assessed as being appropriate for the situation, usual in the circumstances, fair, adequate, sensible and judged using common sense.

**Wear and Tear:** Damage that naturally and inevitably occurs as a result of normal wear, aging or deterioration from the customer's general and ordinary use during a period of time.

#### Privacy Policy

Care Cover Pty Ltd in accordance with the Privacy Act of Australia will deal with the information for this Accident Product Warranty and any information collected by Care Cover Pty Ltd, or its associates, from customers will only be used to administer the Accident Product Warranty, renewal of such plans and to service customer claims. A copy of our privacy policy can be found on our website at [www.carecoveraustralia.com.au](http://www.carecoveraustralia.com.au).

From time to time, Care Cover Pty Ltd will share your information with other brands under the MSI group of companies of which we are an affiliate. This will be for the purpose/s of contacting you in offering other services we provide to the marketplace in regards to repairing, cleaning and other products we may offer from time to time in caring for your furniture and/or bedding products. Should you wish to opt out of receiving such information, please send an email to [admin@carecoveraustralia.com.au](mailto:admin@carecoveraustralia.com.au). Care Cover Pty Ltd reserve the right to update these terms and conditions from time to time. The most current Terms and Conditions are available on our website at [www.carecoveraustralia.com.au](http://www.carecoveraustralia.com.au)