

# 10 Year Coral Fleece Mattress Protector Protection Plan Care Cover Accident Product Warranty (APW) General Terms & Conditions

This plan is valid only for the original purchaser and only on the **Care Cover Coral Fleece Mattress Protector range**.

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 bedding. By correctly looking after your new purchase and by using the approved products that come with your Product Warranty, you can enjoy many years of stress free comfort. Under the APW, if accidental stains or damage occurs to the mattress covered by your Product Warranty, you may be entitled to:

- A repair of your 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 mattress protector product that is part of the Coral Fleece Mattress APW includes the fitted mattress protector and the APW.

**2.** The Mattress Protector should be applied in accordance with the instructions on the packaging. The item must be cared for and maintained during the term of the APW in accordance with the care instruction for that product. Every reasonable precaution should be taken to avoid accidental stains or damage.

**3.** The use of any other protective bedding other than the one supplied by Care Cover will immediately invalidate the APW.

**4.** Care Cover 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)

## 5. Care Cover Accidental Product Warranty (APW)

Care Cover's APWs are available for purchase under a single category as follows:

- **A Domestic Accident Product Warranty (D-APW).** The Domestic Accident Product Warranty is applicable for the personal use of items in a domestic situation.

## 6. Product Warranty Inclusions - What is covered.

Domestic Accident Product Warranties (D-APW) cover:

### Accidental Stains:

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

### Accidental Damage:

- Scratches
- Rips
- Scuffs
- Burns
- Pet damage one incident only (surface covering only)

**Pets damage:** There is a duty of care by you as the owner to ensure your pet does not damage your mattress. Damage includes clawing, scratching and chewing furniture and/or stains caused by pet bodily fluids. This policy will provide a repair for pet damage for one incident only and to one limited area of your mattress on the surface covering only.

**7.** If any accidental damage or stain should occur, you should quickly attend to it by following the instructions on the care product packaging. For further assistance, contact Care Cover's customer service centre on 1300 453 284 (Australia); 08 0008 0039 (New Zealand) or visit [www.carecoveraustralia.com.au](http://www.carecoveraustralia.com.au).

**8.** If using the care product does not protect against damage or stains, you must notify Care Cover 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 will help speed up the assessment process.

**9.** If there is no access to an authorised representative within a reasonable distance (100km) of the customer's location, the mattress will need to be transported to the closest authorised representative at the customer's cost. Please call the Care Cover customer service team on 1300 453 284 (Australia); 0800 080 039 (New Zealand) to arrange a solution for this situation. In some geographical areas, claims may take longer to process than normal.

**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 mattress, whichever is Care Cover's preferred option.

**11.** If the stain or damage cannot be removed or repaired to a reasonable standard, Care Cover reserves the right, at its sole discretion, to do one of the following:

- Obtain original or similar fabric to replace the damaged area, with no guarantee of an exact colour match, but will provide the closest possible match of materials and style available at the time.
- Refund the purchase price of the APW, in which case the plan will end, or
- Replace the damaged mattress.

**12.** Care Cover reserves the right to offer the customer a refund of the cost of their APW if the customer is not satisfied with available fabrics. A refund of the cost of the APW terminates the plan.

**13.** Care Cover's liability is limited to a maximum of the actual purchase price of the damaged mattress on a pro rata basis over the term of the plan. Where there is a total replacement of the mattress, the replaced mattress becomes the property of Care Cover.

**14.** In some circumstances, when the mattress is too dirty to enable a suitable repair, Care Cover may require the mattress to be professionally cleaned at the owner's expense, prior to the repair.

## 15. Product Warranty Exclusions - What is not covered.

APW claims are limited to genuine accidents that occur to the surface of the mattress.

**15.1** Product Warranties do not cover pre-existing damage, which is damage occurring before delivery of the mattress or before the purchase of the Warranty.

**15.2** Care Cover, it's partners or affiliates, are not responsible for damage to the mattress 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 accumulating over time. Only the most recent accident will be covered.
- A claim made against the manufacturer or an insurance company.

- f) Damage caused by normal wear and tear including damage due to soiling from oils and treatments, medication, fading or loss of colour, impregnation by other dyes or the giving off of an odour or pungent smell.
- g) Dye transfer from other materials or clothing.
- h) Structural faults or faults arising from the manufacturing process.
- i) Flaws, pre-existing faults, defects, weaknesses or due to the use of inadequate or poor quality materials by the manufacturer resulting in issues such as peeling and cracking, tearing, pilling and fraying or issues resulting in manufacturer recalls.
- j) Transportation, freight or installation.
- k) Delivery or during shipment of the furniture.
- l) Tradesmen or contractors working at the premises.
- m) Rodents or insects.

15.3. 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.

15.4. 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)

15.5. The APW does not cover damage caused by moving the mattress either from house to house, or room to room or any other mode of moving the mattress where it can be deemed that this is the most likely cause of damage.

15.6. The APW does not cover damage to any internal mattress elements to include but not limited to frames, mechanisms, legs, feet or cushion interiors.

15.7. The APW does not cover odour or smell resulting from stains or spills.

## 16. 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:

Care Cover will send you a Claim Form to be completed. The information will assist the processing of your claim. The details will include:

- 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 mattress.

### 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.

**Pro Rata Basis:** A value based proportionally over the duration or term of the Product Warranty.

**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, 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, its associates, or 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 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).