

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

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/ clean on the affected area of your furniture
- Re-upholstery of the stained or damaged area
- A replacement of your furniture (up to the value of the original purchase price)
- A refund of the cost of your Product Warranty.

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 provided by the retailer are to be used to clean and care for your leather furniture and are part of the APW. The fabric care products provided by the retailer are to be used to clean and care for your fabric furniture and are part of the APW.
2. Any care products supplied with the APW should be applied in accordance with the instructions on each label. The furniture 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 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 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 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)
5. Care Cover Accident Product Warranty (APW)
  - 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 and is for indoor use exclusively.

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 that is accidentally damaged or stained within 5 years of the warranty date, in accordance with the Terms and Conditions.

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

#### Accidental Stains:

- Drinks and Food
- Ballpoint Pens, Markers and Crayons
- Nail Polish, Lipstick and Cosmetics
- Blood
- Acids, Bleach and Corrosive Marks
- Waxes, Glues and Paint
- Chewing Gum
- Human Bodily Fluids
- Unknown stains are limited to 1 clean only. If an unknown stain cannot be 100% removed by the attending technician Care Cover will have fulfilled it's obligation pertaining to this claim and the APW will continue.

#### Accidental Damage:

- Scratches
- Rips
- Scuffs
- Burns
- Pet damage (limited to one panel per claim and two (2) claims for the warranty period)

**Pet damage:** There is a duty of care by you as the owner to ensure your pet does not damage your furniture. Damage includes stains caused by pet bodily fluids. This Warranty will provide a repair for pet damage or stains for a total of 2 claims during the warranty period, each limited to one panel.

7. 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 product. A claim should only be lodged when the mark/s cannot be removed by following the directions on the care 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 microfiber 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).

8. If using the care products cannot resolve an issue, you must submit a completed claim (to Care Cover), within ten (10) business days of it occurring. If Care Cover is not notified within 10 days of a stain or damage occurring, then Care Cover's obligation under this Product Warranty is limited to 1 attempt to clean that particular stain from a professional technician. A claim can be made via the Care Cover website – [www.carecoveraustralia.com.au](http://www.carecoveraustralia.com.au). See Item 9 for all information necessary for all claims and a claim cannot be processed without these. If you require assistance with submitting a claim, contact Care Cover customer service on 1300 453 284 (Australia); 08 0008 0039 (New Zealand).

#### 9. How to make a claim

Make a claim via [www.carecoveraustralia.com.au](http://www.carecoveraustralia.com.au). The information requested in the claim are required for processing of your claim. The details required will include the following:

- Your name, address, email and contact numbers
- Invoice showing the 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.

10. 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. In some geographical areas, claims may take longer to process than normal.

11. 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.

12. 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:

- a) Obtain original or similar leather or fabric, to reupholster the affected 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. If this situation occurs, the Product Warranty remains valid until its original expiry date; or
- b) Replace the full suite up to the value of the original purchase price. The replaced furniture will then become the property of Care Cover; or
- c) Refund the cost of the APW.

13. 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 12a). A refund of the cost of the APW terminates the APW. In the case of a full replacement or a full refund, the Product Warranty will not continue for the remaining period.

14. Care Cover Pty Ltd's liability is limited to a maximum of the actual purchase price of the damaged furniture.

15. In some circumstances, when the furniture is too dirty to enable a suitable repair, Care Cover Pty Ltd may require the furniture to be professionally cleaned at the owner's expense, prior to a repair taking place. The furniture must be in a condition that permits repairs.

16. **Product Warranty Exclusions - What is not covered:** APW claims are limited to genuine accidents that occur to the surface of the furniture.

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

17.2. Care Cover Pty Ltd, its partners or affiliates, are not responsible for damage to the furniture resulting from:

- a) The customer's failure to pre-test the care products in accordance with the instructions.
- b) Abuse, repetition, neglect or a malicious, deliberate act whether by human or animal, and other factors including sunlight, fading, storm, tempest, lightning, 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.
- c) Fraud or misrepresentation of any kind.
- d) Damage or stains accumulating over time.
- e) Water only spills or Water marks (see section 7 for a more detailed explanation of water marks)
- f) A claim made against the manufacturer or an insurance company.
- g) 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.
- h) Dye transfer from other materials or clothing.
- i) Structural faults or faults arising from the manufacturing process.
- j) 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.
- k) 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.
- l) Transportation, freight or installation.
- m) Delivery or during shipment of the furniture.
- n) Rodents/ insects or undomesticated wildlife/animals.
- o) Mould or mildew
- p) Paint drips caused by failing to cover the furniture

17.3. 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 care products.

17.4. 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)

17.5. 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 where it can be deemed that this is the most likely cause of damage.

17.6. The APW does not cover damage to internal frames, mechanisms, cushion interiors, zippers, stitching or dust covers.

17.7. The APW does not cover odour or smell resulting from incidents or accidents.

#### **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.

**Repetition:** 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 regard 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).