

Fisher & Paykel

Fisher & Paykel

Service Plan

**Product Disclosure Statement
and Financial Services Guide**



**Domestic
& General**

Section 1 - Important Customer Information

Preparation date: 25 October 2011

Information in this Product Disclosure Statement (PDS) may change from time to time. Information regarding the Service Plan that is not materially adverse may be updated by placing such information on the website of Domestic & General Insurance PLC at www.domesticandgeneral.com.au.

A paper copy of this information is also available free of charge on request from Domestic & General Insurance PLC.

The information in this PDS is designed to help you understand the features and benefits of the Plan as well as help you decide whether to use the services offered by us and/or our representatives. It includes important information such as the services we can offer you; our internal and external dispute resolution procedures and how you can access them; and how we, our representatives and associates are remunerated.

General advice warning

Any advice Domestic & General or its representatives provide about our insurance products is general only and does not take into account any of your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Your duty of disclosure

Before you enter into your Plan with us, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk is relevant to our decision whether to accept the risk and, if so, on what terms. You have the same duty to disclose those matters to us before you renew, extend or vary your Plan. You have the same duty to disclose those matters to us before you renew, extend or vary your Plan.

What you do not need to tell us

Your duty does not require you to disclose to us a matter:

- That diminishes the risk to be undertaken by us;
- That is of common knowledge;
- That we know or, in the ordinary course of business, ought to know;
- As to which compliance with your duty is waived by us.

Who does the duty of disclosure apply to?

The duty of disclosure applies to you and any other person that is insured under the Plan.

What happens if an insured does not comply with the duty of disclosure?

If you (or any other person that is an insured) fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your Plan in respect of a claim and/or cancel your Plan. If the non-disclosure is fraudulent, we may be able to treat your Plan as if it was never entered into and you will not be entitled to cover.

Section 2 - Financial Services Guide

About this Financial Services Guide

This Financial Services Guide is designed to assist you in deciding whether to use the financial service we provide. It explains the kind of financial service we provide and contains general information about us, about our representative, remuneration paid to us and to our representative, the dispute resolution procedures available to you and how to access them.

Who is Domestic & General?

The Plan is issued by Domestic & General Insurance PLC.

Domestic & General Insurance PLC (ABN 11 124 040 768, AFSL No. 320666) (Domestic & General) is a wholly owned subsidiary of Domestic & General Group Ltd. Domestic & General is a specialist provider of consumer extended warranty insurance for domestic products in the UK, Australia, France, Germany and Spain. DGI has European Union Cross Border Authorisation in the United Kingdom, France, Germany, Spain, Austria, Belgium, Italy, Poland, Republic of Ireland, Sweden and Portugal, providing cover beyond the period of the manufacturer's warranty.

In this document Domestic & General is referred to as 'we', 'us' or 'our', unless otherwise stated.

How can Domestic & General be contacted?

Domestic & General can be contacted by phone on 1300 718 598, by email on warranty@domesticandgeneral.com or by mail to GPO Box 3004, Melbourne VIC 3001.

About Publicis Loyalty Pty. Limited (Publicis)

Publicis (ABN 25 074 333 583, AR no. 410380) is an authorised representative of Domestic & General that provides advice on and deals in our general insurance products. Publicis acts on behalf of Domestic & General and not you. Publicis is paid a fixed retainer from Domestic & General to administer our sales and claims management services in Australia. Publicis can be contacted on 1300 737 173 or via website <http://www.publicissolutions.com.au/>

About Fisher & Paykel

Fisher & Paykel Services (ABN 67 003 335 171, AR no. 335382) (Fisher & Paykel) is a premium supplier of high-end domestic kitchen, laundry and other household appliances in Australia and throughout the world.

Fisher & Paykel is a corporate authorised representative of Domestic & General and is authorised by Domestic & General to provide advice on and arrange general insurance products issued by Domestic & General. Fisher & Paykel, in providing general advice and arranging services in relation to the Fisher & Paykel Service Plan, acts on behalf of Domestic & General and not you.

What services and products are Domestic & General authorised to provide?

In Australia, Domestic & General is an insurance company authorised by the Australian Prudential Regulation Authority (APRA) to sell general insurance products. Domestic & General is licensed by the Australian Securities and Investments Commission (ASIC) (AFS Licence No. 320666) to provide advice on, issue and otherwise deal in, general insurance products (including the Plan).

Remuneration and other benefits

Domestic & General's employees are paid an annual salary and possible bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they inform you otherwise.

Fisher & Paykel receives a commission, which is a percentage of the premium paid (excluding all taxes, charges and administration fees) from Domestic & General for insurance purchased. This percentage may vary depending on the appliance insured but will be upto 40% of the total premium charged. These amounts may change from time to time.

For current commissions and further information specific to the extended warranty for your product purchase, please contact Domestic & General.

Fisher & Paykel can be contacted on 1300 718 598 or by mail at PO Box 798, Cleveland, QLD 4163. If you have any questions or requests relating to the Plan, please direct them to Domestic & General.

What will we do if you complain?

If we receive a complaint we will:

- Send you an acknowledgement within three business days. If the complaint has not been resolved in that timeframe we will let you know that the matter is under investigation and that we will revert to you within a further fifteen working days.
- Where the complaint raises issues of substance or complexity we will contact you in order to ensure that your concerns have been fully understood.
- When we next contact you within the further fifteen working days we will advise you of our decision regarding your complaint.

If we require further time to consider it we will let you know how long this will be.

If you are unhappy with our decision, you may be able to access, at no cost, the Financial Ombudsman Service (FOS), of which we are a member. If this is not available, we will give you information about other external dispute resolution options.

FOS can be contacted on 1300 780 808, by mail GPO Box 3, Melbourne, Vic 3001, or by email info@fos.org.au.

Section 3 - Definitions

In your Fisher & Paykel Service Plan PDS, some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

“Fisher & Paykel” is used when referring to Fisher & Paykel Appliances (Aust) Pty Ltd (ABN 67 003 335 171, AR no. 335382) throughout the PDS.

“Plan” means the “Fisher & Paykel Service Plan”, is made up of all terms outlined in this Product Disclosure Statement along with the Plan Document and any other document we make you aware of prior to the conclusion of the Cooling Off Period.

“Premium” means the amount you have to pay us for your Plan and that is set out in the Schedule.

“Plan Document” means the schedule we give you which contains the specific details of your Plan, including but not limited to the Premium, the Period of Cover and the specific appliance covered by the Plan.

“Cooling Off Period” is a precautionary measure allowed to give you the opportunity to change your mind about a purchase or agreement that you have made

“we”, “our” or “us” means the insurer, Domestic & General.

“you”, “your” or “yours” means the insured person named in the plan document.

Section 4 - Your Plan

Plan is a general insurance contract. Below you will find all the details of the Terms and Conditions applicable to this Plan. Please read these Terms and Conditions carefully before you make your decision to take up this Plan.

The cover provided under the Plan does not supersede or limit in any way your statutory rights with the manufacturer of your product as expressed in the Competition and Consumer Act 2010 or any other similar relevant legislation.

You need to make sure that you are happy with the extent of cover provided by the Plan. If not, you may not get the cover you require.

Subject to the full terms of the Plan, we will, at our option:

- repair; or
- replace; or
- pay you the reasonable cost (up to the original purchase price of your appliance) of repairing or replacing, your appliance following a breakdown of your appliance.

A breakdown of your appliance means your appliance is suffering a Mechanical Or Electrical Failure during the Period of Cover, we will pay for parts and labour required for your appliance to be repaired to normal working order.

Goods that are presented for repair may be replaced with a refurbished product of the same or similar specification rather than be repaired. Refurbished parts may also be used in the process of repairing your product and will carry a minimum guarantee period regardless of how much time your product remains covered by your plan.

If your appliance is replaced or we pay you the reasonable cost (up to the original purchase price of your appliance) of replacing your appliance, then cover will end immediately and there will be no refund of the Premium you have paid.

Exclusions

The Plan does not provide cover in relation to any of the following:

- a) Loss and/or damage, including costs, covered by any manufacturer's, supplier's or repairer's guarantee or warranty.
- b) The appliance being recalled by the manufacturer.
- c) The cost of modifying the appliance.
- d) Claims arising from failing to follow manufacturer's operating or maintenance instructions and manuals.
- e) Claims arising from using your appliance in a non domestic or commercial environment or for non domestic or commercial purposes.
- f) Theft, attempted theft, malicious damage, damage caused by fire or explosion, a wilful, negligent or dishonest act or omission, abuse, neglect, vermin and/or insects, sand, dirt, grime, dust, battery leakage, power outages or surges, inadequate or improper voltage or current.
- g) Claims arising from floods, lightning, storms, frost or other bad weather.
- h) Claims arising from any problem with the supply of electricity, gas or water.
- i) Costs if not fault is found with your appliance.
- j) Labour charges for work outside our repairer's normal working hours which are Monday – Friday, 9am – 5pm.
- k) Routine maintenance, cleaning and servicing.
- l) Repairs carried out outside Australia.
- m) Costs arising from not being able to use your appliance or from damage caused when the appliance breaks down, including any costs to remove or reinstate built-in or fitted appliances.
- n) Cosmetic damage such as damage to paintwork or dents or scratches or holes to the appliance.
- o) The cost of replacing any item or accessory that is intended to be replaceable. These include (but are not limited to) fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers.
- p) Costs due to rust, corrosion or water damage.
- q) Installation charges if the appliance is replaced.
- r) Claims against you by any third party including for personal injury or damage to property.
- s) Claims by you for personal injury or damage to property, other than for damage to property as specifically covered by this Plan.

- t) Damage caused by accidents, including (but not limited to) during the moving, transportation or installation of the appliance.
- u) Consequential or indirect loss or damage. For the purpose of clarity, consequential or indirect loss or damage includes (but is not limited to) loss of opportunity, loss of revenue, loss of profit or anticipated profit, special, exemplary or punitive damages, loss of amenity, loss of use or loss of anticipated savings, whether directly or indirectly flowing from the loss or damage to your Fisher & Paykel appliance.
- v) Loss or damage to the appliance in connection with a modification, alteration or adjustment to the appliance, or in connection with the use of an accessory or add-on not sold with the appliance.
- w) Loss or damage to the appliance in connection with external causes such as faults in any wiring, electrical connection or plumbing which is not part of the appliance or reception and transmission problems.
- x) Faults or defects not covered under any manufacturer's, supplier's or repairer's guarantee or warranty unless specifically included in this Plan.

When your cover commences and ends: The Period of Cover

The Plan:

- commences at the time we receive from you payment of the Premium, or at the time your standard manufacturer's warranty ends, whichever occurs later, as specified in the Plan Document; and
- ends on the date specified in your Schedule or until your cover ends in accordance with the terms of your Service Plan.

The period described above is the Period of Cover.

Renewing your contract

At the end of your period of cover, we will write to you about renewing.

- If you pay by direct debit, we will send you a renewal notice showing the amount we will automatically collect unless you notify us otherwise.
- If you pay by any other means you will receive a renewal notice showing the amount to pay. You will need to return this with payment for protection to continue.

Cost of the Plan

The cost of the Plan (this is the Premium) is set out in the in the right column of the introduction letter. The Premium amount will also be specified in your Plan Document.

Where we agree to enter into your Plan, we do so subject to our receipt of your payment of the Premium within the time required by us. We take various factors into consideration, including the type of your appliance, in calculating the Premium. The Premium has been calculated on the basis that you are not entitled to claim an input tax credit in respect of the GST on the Premium. If this is not correct, please contact us. A tax invoice will be forwarded to you with your Plan Document.

Cooling off period, cancellation and refunds

Provided you have not made a claim, you may cancel your Plan at any time during the 21 day period commencing at the time cover under your Plan commences (Cooling Off Period) by giving us notice of your request to cancel and obtain a refund of the Premium you paid, less any government taxes, levies, duties or charges we cannot recover.

You may cancel your Plan at any time after the Cooling Off Period by giving us 14 days prior notice of your request to cancel, in which case, we will refund the Premium you have paid relating to the remaining full months of cover, less any government taxes, levies, duties or charges we cannot recover.

If you want to cancel your Plan you must notify us by calling us on 1300 718 598, by emailing us at warranty@domesticandgeneral.com or by writing to Domestic & General's Customer Services Manager at GPO Box 3004, Melbourne VIC 3001.

We will not pay any refunds if a claim is made.

We may cancel your Plan by giving you written notice and in accordance with the law, including where you have misrepresented information to us before you purchased your Plan; or where you have failed to comply with your duty of disclosure; or where you have failed to pay the Premium.

We may also cancel your plan if you have made a fraudulent claim under your Plan or any other policy of insurance during the time your Plan has been in effect.

If we cancel your Plan, a pro rata refund of the Premium you paid for the remaining full months of cover will be given.

Transfer of your Service

If your appliance is sold to a new owner, then cover under your Plan ends at the time the sale is effective.

Your Plan can be transferred to a new owner of your appliance. To organize a transfer, please contact Domestic & General, details are set out above under “How can Domestic & General be contacted?”

Section 5 – Making Claims

Please contact us immediately if you need to make a claim under your plan on 1300 718 598.

You must use our approved repairers who will normally send the repair bill to us so that you have no repair bill to pay. In the unlikely event that we advise you to pay the repairer yourself, we will advise you on how to claim. If there is any other service agreement or an insurance policy (i.e. household insurance policy) under which you are entitled to claim, we will only pay an appropriate proportion of the claim.

When you may not be covered

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular, where an exclusion applies or if you do not comply with a term of your Plan.

Section 6 – Other Important Information

Complaints – internal and external complaints procedure

We acknowledge your right to make a complaint. We regard any customer interaction as an opportunity to identify issues relating to the provision by us and/or our representatives of services and to effect improvements. The Operations Manager of Domestic & General is responsible for dealing with all complaints made against Domestic & General and/or its representatives.

You should direct any complaint in writing to: Australian Operations Manager, Domestic & General Insurance, GPO Box 3004, Melbourne VIC 3001.

Law and Jurisdiction

Your Plan is subject to the laws of the State or Territory in Australia where it was issued.

Notices

Any notice we give you will be in writing and will be effective from the earlier of the time of:

- delivery to you personally; or
- postage to your address last known to us.

It is important you tell us of any change of your address as soon as possible.

Privacy

Your details will be received, held and used by Domestic & General, Domestic & General Insurance PLC Ltd and selected companies with whom we contract to administer your Plan. We may use and disclose information about you to our claims managers, repairers and other suppliers (including to any person situated outside Australia). We may also pass your details to any relevant regulator or dispute resolution provider.

By purchasing the Plan, you consent to this use and handling of your details, you agree to be contacted by any of the above persons or entities for the purpose of administering your Plan and, you confirm you have the necessary authority to provide this information and to give these consents.

Further information

The information in this PDS is approved by Domestic & General and Fisher & Paykel. If you would like further information, please contact Domestic & General.

