



Domestic  
& General

## Insurance Policy

This document comprises 3 parts:  
A Financial Services Guide  
Product Disclosure Statement  
and the Policy Wording

For the insurance policy provided by:

Domestic & General Insurance PLC  
(ABN 11 124 040 768, AFSL No. 320666)

**Preparation Date: 1 November 2018**

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# Part 1: Financial Services Guide

## 1.1 About this Financial Services Guide

This Financial Services Guide (**FSG**) is designed to assist you in deciding whether to use the financial service we and our representatives can provide you. It also contains information about us and our representatives and how we and our representatives are remunerated for providing these financial services and how complaints are dealt with. The FSG may consist of more than one (1) document.

Where an insurance product is arranged for you, you will be provided a Product Disclosure Statement and Policy Wording (PDS) for that product when required. The PDS is designed to provide important information on significant features and benefits of the insurance and is designed to assist you in making an informed decision about whether to buy the insurance or not. The PDS may consist of more than one (1) document.

Any advice that is provided to you is general in nature and does not take into account your individual objectives, financial circumstances or needs. Before you make any decisions about the insurance product, you should consider the appropriateness of the advice having regard to your objectives, financial situation and needs. You should read the PDS carefully to ensure that the insurance product is suitable for you.

## 1.2 Who is Domestic & General Insurance PLC?

The insurance product that is described in the PDS in Part 2 of this document (the **Policy**) is issued by Domestic & General Insurance PLC (ABN 11 124 040 768, AFSL No. 320666) (**Domestic & General**).

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

Domestic & General is a wholly owned subsidiary of Domestic & General Group Limited.

Domestic & General is a specialist provider of consumer insurance for domestic products in Australia, the UK and Europe.

Domestic & General Services Pty Ltd (ABN 73 127 221 032, AR No. 405230) (**DGSP**) provides administration services on behalf of Domestic & General. DGSP are an

authorised representative of Domestic & General that provides general financial advice to wholesale clients. They are also authorised to issue, vary or arrange for a person to deal in our general insurance products.

### **1.3 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 certain general insurance products (such as this Policy).

Domestic & General holds an Australian Financial Service License (**AFSL**) (AFSL No. 320666) which authorises it to provide general advice on, issue and otherwise deal in, general insurance products.

### **1.4 How can Domestic & General be contacted?**

Domestic & General can be contacted by calling 1300 573 477, by email via [warranty@domesticandgeneral.com](mailto:warranty@domesticandgeneral.com) or by mail to GPO Box 3004, Melbourne VIC 3001.

### **1.5 Remuneration and Other Benefits**

Domestic & General receives premiums paid by customers for the insurance cover we provide. For information about premiums payable under this Policy, see section 3.9.1 under the heading 'Cost of the Policy'. 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.

DGSP receives fees in respect of administration services as well as remuneration for seconded staff and premises and facilities used in connection with these services.

The remuneration (including commission) or other benefits received by any of the above mentioned persons may change from time to time.

For further information regarding these arrangements, please contact Domestic & General by email via [warranty@domesticandgeneral.com](mailto:warranty@domesticandgeneral.com) or by mail at GPO Box 3004, Melbourne VIC 3001. This request should be made within a reasonable time after this FSG is provided to you and before any financial services are provided to you.

## 1.6 Handling Complaints

If we receive a complaint, we will send you an acknowledgement immediately or as soon as practicable. If the complaint has not been resolved within three (3) business days, we will let you know that the matter is under investigation and that we will revert to you within a further fifteen (15) business 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 (15) business days, we will notify you of our decision regarding your complaint or if we require further time to consider the matter, we will let you know how much further time we need.

The Operations Director of Domestic & General is responsible for dealing with all complaints made against Domestic & General and/or its representatives.

You should direct any complaints in writing to:

**Mail:** Operations Director, Domestic & General,  
GPO Box 3004, Melbourne, VIC 3001.

If you are still unhappy with our decision, you may be able to escalate your dispute, at no cost, to the Australian Financial Complaints Authority (**AFCA**), of which we are a member. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

AFCA can be contacted on:

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Free call:** 1800 931 678

**In writing to:** Australian Financial Complaints Authority,  
GPO Box 3, Melbourne, VIC 3001

If the AFCA is unavailable, please let us know so we can give you information about other external dispute resolutions services.

## **1.7 Compensation Arrangements**

The *Corporations Act 2001* (Cth) requires AFSL holders to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the AFSL holder or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by APRA and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

## **1.8 Preparation Date**

This FSG was prepared, and its distribution authorised, by Domestic & General on 1 November 2018. Domestic & General is responsible for this FSG.

# Part 2: Product Disclosure Statement and Policy Wording

## 2.1 Important Customer Information

### 2.1.1 About this Product Disclosure Statement and Policy Wording

This combined Product Disclosure Statement and Policy Wording (**PDS**) contains important information which you should read and keep in a safe place.

Before you decide whether to use any of the services offered by us and/or our representatives or to buy the insurance product as defined and as set out in Part 3 (the **Policy**), you should read this document carefully.

The information in this PDS is designed to help you understand the features and benefits of the Policy as well as to help you decide whether to use the services offered by us and/or our representatives.

It includes important information such as the terms, conditions and exclusions of the Policy, 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.

The offer to which this PDS relates is available to persons receiving the PDS (electronically or otherwise) in Australia.

### 2.1.2 General Advice Warning

Any advice that is provided to you is general in nature and does not take into account your individual objectives, financial circumstances or needs. Before you make any decisions about the Policy, you should consider the appropriateness of the advice having regard to your objectives, financial situation and needs. You should read the PDS carefully to ensure that the Policy is suitable for you.

### 2.1.3 Who is the Insurer?

The insurer of the Policy is Domestic & General



Insurance PLC (ABN 11 124 040 768, AFSL No. 320666) (**Domestic & General**).

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

Domestic & General is a wholly owned subsidiary of Domestic & General Group Limited.

Domestic & General is a specialist provider of consumer insurance for domestic products in Australia, the UK and Europe.

## **2.1.4 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 certain general insurance products (such as the Policy).

Domestic & General is licensed by the Australian Securities and Investments Commission (**ASIC**) (AFS Licence No. 320666) to provide general advice on, issue and otherwise deal in, general insurance products.

## **2.1.5 How can Domestic & General be contacted?**

Domestic & General can be contacted by calling 1300 573 477, by email via [warranty@domesticandgeneral.com](mailto:warranty@domesticandgeneral.com) or by mail to GPO Box 3004, Melbourne VIC 3001.

## **2.1.6 Information about our Representatives**

Information about our representatives, including their contact details and information about the remuneration they receive for the authorised services they provide in relation to the Policy, is set out in the FSG.

## **2.1.7 Complaint Handling**

Information about us, how complaints about us and/or our representatives are handled, including information about how you can access, at no cost, the Australian Financial Complaints Authority (AFCA) in relation to unresolved complaints, is set out in the FSG.

## 2.1.8 Confirming Transactions

You may contact us in writing or by phone to obtain confirmation of any transaction (including confirmation of cover) under your Policy.

Please call us on 1300 573 477 or write to us at:

Domestic & General  
GPO Box 3004  
Melbourne VIC 3001

For more information, visit  
[www.domesticandgeneral.com.au](http://www.domesticandgeneral.com.au)

## 2.1.9 Financial Claims Scheme

In the unlikely event that Domestic & General were to become insolvent and could not meet its obligations under the Policy, a person entitled to the claim under the Policy may be entitled to payment under the Financial Claims Scheme.

Access to payment under the Financial Claims Scheme is subject to eligibility criteria. Further information relating to the scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 131 060.

### 2.1.10 Privacy

#### 2.1.10.1 What personal information does Domestic & General collect about you?

We collect contact information that you provide to us, Domestic & General Group Limited and DGSP such as your name, title and organisation, address, telephone number, fax number, date of birth and email address.

#### 2.1.10.2 Why does Domestic & General collect personal information?

Your details will be collected, stored, used and disclosed by us, Domestic & General Group Limited and DGSP selected companies with whom we contract for the purpose of:

- providing you with the products and service you have requested;
- checking and verifying our identity, and

preventing or detecting crime;

- administering your Policy;
- processing claims in relation to your Policy;
- renewing your Policy;
- responding to your inquiries;
- improving the quality of our services; and
- providing you with information about services and products that we believe may be of interest to you.

If all or some of this information is not provided to us, we may not be able to provide you with the services offered by us.

### **2.1.10.3 How does Domestic & General obtain and hold personal information?**

We collect your personal information when you purchase an insurance product from us or register your details with us or Domestic & General Group Limited and DGSP, including, but not limited to collection via websites operated by or on behalf of us. For example, we may collect your personal information when you fill in an application form, register your details for one of our insurance products, deal with us over the telephone, email us, ask us to contact you after visiting our websites or have contact with us, Domestic & General Group Limited, DGSP or in person.

We store your information in a secure location in Australia, the UK and the Netherlands. Our related companies are Domestic & General Insurance PLC, Domestic & General Services Pty Ltd, Servizi Domestic & General S.r.l, Servicios Domestic & General Espana S.L. and Domestic & General GmbH and are located in UK, France, Germany and Spain. Each of these companies are registered under the Data Protection Act or local legislation where relevant, and Domestic & General Insurance PLC is authorised by the Australian Prudential Regulation Authority (APRA). Domestic & General Australia is licensed by the Australian Securities and Investments Commission (ASIC) (AFS Licence No. 320666).

#### **2.1.10.4 How does Domestic & General share your personal information?**

We may use and disclose information about you to Domestic & General Group Limited, DGSP, as well as our claims managers, repairers and other suppliers (including to any person situated outside Australia, for example to our group companies in the UK) for the purposes set out in section 2.1.10.2 under the heading 'Why does Domestic & General collect personal information?'

We may also pass your details to any relevant regulator or dispute resolution provider.

You consent to these parties contacting you, including but not limited to sending email, mail or making contact by telephone, for the purposes set out in section 2.1.10.2 under the heading 'Why does Domestic & General collect personal information?' even after you are no longer our customer, unless you tell us not to contact you by calling 1300 573 477. You confirm you have the necessary authority to provide the information and consent to all of the uses and disclosures of your contact details and information described in our Privacy Policy which can be accessed at [www.domesticandgeneral.com.au](http://www.domesticandgeneral.com.au)

If you want to limit the use or sharing of your personal information for marketing purposes, please write to:

Compliance Manager, Domestic & General,  
GPO Box 3004, Melbourne VIC 3001 or email at [warranty@domesticandgeneral.com](mailto:warranty@domesticandgeneral.com).

We will not disclose your personal information, including your name or postal address or any data that could identify you to any other third party, without first receiving your permission, unless we are required to disclose this information by law or as a result of any other regulatory requirement.

#### **2.1.10.5 Accuracy**

You have a right to access the information we hold about you and request the source of the information we hold where we receive such information from

a third party. Should you wish to access, update or amend this information, please contact us using the details provided in section 2.1.5 under the heading 'How can Domestic & General be contacted?'. We may charge you a fee to give you access to your personal information.

### **2.1.10.6 Complaints and Resolution**

Domestic & General is committed to providing its customers with a fair and responsible system for the handling of privacy complaints. If, at any time, you have any concerns, complaints or questions in relation to your privacy, please write to us at: Compliance Manager, Domestic & General, GPO Box 3004, Melbourne VIC 3001, so that we may resolve your concerns.

We will acknowledge your complaint immediately. We will consider your query and will endeavour to respond within ten (10) working days.

Should your complaint not be resolved to your satisfaction, you may make your complaint to the Office of the Australian Information Commissioner (OAIC). The OAIC's contact details are:

Office of the Australian Information Commissioner  
PO Box 5218  
Sydney NSW 2001

### **2.1.10.7 Cookies**

Cookies are small pieces of information that are stored by your browser on your computer's hard drive. A cookie cannot read data from your hard drive and takes up very little memory. We use cookies on our websites and so do our services providers, related companies and third parties such as our analytics, advertising or ad serving partners. The information collected in this way is aggregated from all our customers to improve our site by showing us how different areas of the site are being used and recording what part of the service you use.

We use and disclose the information collected through the use of cookies in accordance with our Privacy Policy.

If you do not want information collected through

the use of cookies, you may be able to delete or reject cookies through your browser or the settings section of your mobile or tablet device. Disabling these features may cause some of the functions on our websites or products and services not to work properly, including that you will be unable to buy or renew your Policy online, where available.

#### **2.1.10.8 Our commitment to you**

Domestic & General is committed to online security. All information exchanged is encrypted using SSL software and we make every effort to ensure confidentiality of your personal data. The site uses Thawte's Digital Ids to help ensure the best possible protection for our customers. We have made every attempt to ensure all personal information we collect is protected against unauthorised access. We are committed to minimising fraud via our web customer interface.

#### **2.1.11 Your Duty of Disclosure**

Before you enter into your Policy 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 of the Policy and, if so, on what terms. You have the same duty to disclose those matters to us before you renew, extend or vary your Policy.

#### **2.1.12 What you do not need to tell us as part of your Duty of Disclosure**

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; or
- as to which compliance with your duty is waived by us.

### **2.1.13 Who does the Duty of Disclosure apply to?**

The duty of disclosure applies to you and any other insured person under the Policy.

### **2.1.14 What happens if an insured does not comply with the Duty of Disclosure?**

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

### **2.1.15 Updating this PDS**

We may update this PDS from time to time if certain changes occur where required and permitted by law. We will issue to you a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy the Policy, we may update this PDS by placing such information on our web site at [www.domesticandgeneral.com.au](http://www.domesticandgeneral.com.au) and a paper copy of this information will also be available free of charge by contacting us.

### **2.1.16 Preparation Date**

This PDS was prepared, and its distribution authorised, by Domestic & General on 1 November 2018. Domestic & General is responsible for this PDS.

## Part 3: Policy Wording

### 3.1 Definitions

In this Policy, some words have a special meaning (whether expressed in the singular or the plural) and we define them below as well as throughout the Policy.

**'Cooling Off Period'** has the meaning given in section 3.14 under the heading 'Cancellation of this Policy'.

**'Customer Care Line'** means a call centre service operated by us which is accessible by calling 1300 146 577.

**'Larger Items'** means televisions over twenty-eight (28) inches in screen size and laundry, refrigeration and cooking products (including integrated microwaves).

**'Manufacturer's Warranty'** means the voluntary or express warranty for parts and labour provided by the manufacturer of the Product.

**'Mechanical or Electrical Failure'** means a sudden and unforeseen breakdown of the Product arising from a mechanical or electrical fault including any failure arising from wear and tear (excluding a gradual reduction of the operating performance of the Product), excluding items listed in section 3.7 under the heading 'Exclusions'.

**'Original Purchase Price'** means the amount paid by you to purchase the Product, as recorded on the original purchase receipt and/or tax invoice for the Product.

**'Policy'** means:

- the Insurance Policy provided by Domestic & General which is made up of all terms (including conditions and exclusions) outlined in this Policy Wording;
- the Policy Document; and
- any other document we provide to you prior to the conclusion of the Cooling Off Period which is expressed to form part of the Insurance Policy.

**'Premium'** means the amount you have to pay us for your Policy which amount is set out in the Policy Document.

**'Product'** means the product specified in the Policy Document.



**'Policy Document'** means the schedule we give you which contains the specific details of your Policy, including but not limited to, the Premium, period of cover and the specific Product covered by the Policy.

**'we', 'our' or 'us'** means the insurer, Domestic & General Insurance PLC (ABN 11 124 040 768, AFSL No. 320666).

**'you', 'your' or 'yours'** means the insured person named in the Policy Document.

### 3.2 Your Policy

The Policy is a general insurance contract. In this document, you will find all the details of the terms and conditions (including inclusions and exclusions) applicable to the Policy. Please read this document carefully before you make your decision to take up this Policy.

The cover provided under the Policy does not supersede or limit in any way your statutory rights with the supplier and/or manufacturer of your Product under the Australian Consumer Law (ACL) 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 Policy. If not, you may not get the cover you require and this Policy may not be right for you.

### 3.3 Eligibility for the Policy

This Policy is only available if the Product:

- is effectively functioning and is in good working order at the time of the Policy purchase;
- is manufactured for use in Australia;
- at the time you originally purchase it, includes a Manufacturer's Warranty valid in Australia;
- is a domestic product, such as a piece of electrical equipment or major appliance, designed to be used by you, for domestic or personal purposes only;
- is not used for business, commercial, industrial and educational use; and
- all repairs must be undertaken within Australia.

You must inform us if you move house or dispose of your Product.

### **3.4 Period of cover of the Policy**

The Policy:

- is valid for twelve (12) months, commencing on the date specified in your Policy Document;
- ends on the date specified in your Policy Document or until your cover ends in accordance with the terms of your Policy whichever occurs first; and
- is not available during the period of your Product's Manufacturer's Warranty.

### **3.5 Renewing your Policy**

At least fourteen (14) days before the end of your period of cover, you will receive a notice informing you of when your Policy will expire and whether we will offer a renewal or extension. If we offer a renewal or extension, the notice will show the amount to pay, the total Premium and instalment amounts, which may have increased since your last renewal notice. Please read this document carefully.

If you pay by:

- direct debit, we will continue to automatically collect a monthly Premium for another twelve (12) months, and for twelve (12) month periods after that on a recurring basis, unless we hear from you. The Premium will be collected from your bank account using your existing Direct Debit Request Service Agreement (DDRSA). We will send a renewal notice before the end of each renewal period. If you do not wish to renew, you will need to contact us.
- any other means, you will receive a renewal notice showing the amount to pay and total Premium. You will need to complete and return this renewal notice together with payment of the applicable Premium in order to have cover for your Product after the period of cover for a further period of twelve (12) months.

We reserve the right not to renew your Policy.

## 3.6 Inclusions

This Policy provides the peace of mind, certainty and convenience of having the repair process managed for you in respect of Mechanical or Electrical Failures detailed in your Policy. In addition, this Policy includes the following benefits:

- i. if the Product breaks down as a result of a Mechanical or Electrical Failure covered by this Policy, we will fix or replace the Product without you having to make an assessment of your rights under the ACL or making a claim on the supplier or the manufacturer;
- ii. in-home repairs for Larger Items in most cases (if repairs are required to be made at the repairer's premises, we will cover the courier costs);
- iii. a dedicated Customer Care Line;
- iv. all repairs are carried out by approved repairers; and
- v. no proof of purchase required.

### 3.6.1 'No lemon' guarantee

If the same part in the Product requires repairing more than three (3) times as a result of Mechanical or Electrical Failure, the Product will be replaced at your request, notwithstanding section 3.8 under the heading 'Repair and replacement terms'.

### 3.6.2 Food spoilage

If the Product is a refrigerator or freezer, we will at your request, pay for food spoilage caused by the Mechanical or Electrical Failure of the Product, up to a maximum of \$300.00 for each Mechanical or Electrical Failure claim covered by this Policy. You may be required to provide receipts and estimate the amount of food spoilage costs incurred for all claims.

### 3.6.3 Laundry reimbursement

If the Product covered is a washing machine or washer dryer and, as a result of a Mechanical or Electrical Failure of the Product, it is out of service for more than ten (10) consecutive days from the time we have been notified of the Mechanical or Electrical Failure (excluding the time you take to provide any

proof required for the claims process), we will pay for laundering and/or dry cleaning services up to a total maximum of \$150.00 for each Mechanical or Electrical Failure covered by this Policy. You may be required to provide receipts for all claims.

### 3.7 Exclusions

This Policy does not cover:

- a) a fault brought to your attention before you purchased the Product; or
- b) faults caused by:
  - i. negligence, accidental or deliberate misuse or unauthorised alterations;
  - ii. failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
  - iii. external sources, including electrical interference, power surges and voltage fluctuations;
  - iv. infestations of vermin, pests or insects;
  - v. acts of God or man-made catastrophes; or
  - vi. water damage, rust or corrosion.
- c) damage caused by accidents;
- d) repairs to:
  - i. cosmetic items, such as paint or finishing, which do not affect the operation of the Product;
  - ii. accessories such as tapes, software, or add on options incorporated or used in or with the Product, unless those accessories are covered under a separate Policy;
  - iii. cost of replacement of any item or accessory, either external or internal that is intended to be replaceable, including cartridges, styli, fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers;
- e) loss, damage or costs incurred as a result of:
  - i. damage to or loss of software, data or removable data medium caused by the Mechanical or Electrical Failure of the Product;
  - ii. damage from batteries or other consumables, internal or external to the Product;

iii. using the Product for purposes other than those described in section 3.3 under the heading 'Eligibility for the Policy';

iv. not being able to use the Product following Mechanical or Electrical Failure of the Product, except as specified in section 3.6.2 under the heading of 'Food spoilage', section 3.6.3 under the heading 'Laundry reimbursement' and section 3.9.2.1 under the heading 'Courier costs';

f) transportation, installation or removal of the Product for replacement only;

g) loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;

h) normal maintenance costs, cleaning, lubrication or external adjustments;

i) the Product if it is recalled by the manufacturer, importer or a government agency;

j) any claim against you by any third party including for personal injury or damage to property;

k) any claim by you for personal injury or damage to property, other than as expressly provided for in this Policy;

l) costs incurred for the delivery and installation of a replacement product or extraction and disposal of an existing Product if it is in your possession;

m) stands or wall brackets;

n) Mechanical or Electrical Failure caused by faulty or incorrect installation;

o) screen defects resulting from 'after image' or 'burn in' or damage by 'overheating';

p) faults where the Product is operating within the normal range of the manufacturer's screen performance specifications, for instance specifications in relation to abnormal pixel operation, standard brightness reduction or fan noise;

q) labour charges for work carried outside our repairer's normal working hours, Monday to Friday, 9am – 5pm; and

r) business, commercial, industrial, educational and rental use.

## **3.8 Repair and replacement terms**

In the event of a Mechanical or Electrical Failure of the Product, if we cannot solve the problem over the phone when you call the Customer Care Line, at our sole discretion, we will have our approved repairer carry out repairs to the Product and if repairable, pay for the service call-out, parts and labour. If we decide the Product is unable to be repaired or uneconomical to do so, we will replace the Product with a product of the same or similar technical specification.

If such equivalent specification is unavailable, we will pay to you what we would have paid for a Product with the same or similar make and technical specification in cash or by gift card and such payment will not exceed the Original Purchase Price of your Product. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

In the event of the replacement of your Product, then cover will end immediately and any outstanding amount of the total Premium as shown in the Policy Document will become immediately payable to Domestic & General and there will be no refund of the Premium you have paid.

Where we have replaced the Product, you must pay the delivery and/or installation costs of the supplier. When we discuss the replacement with you, you will be notified of these costs. When your Product has been replaced, you will be responsible, at your expense, for disposing of the original product if it remains in your possession. If the Product remains in our possession, it becomes our property.

## **3.9 Costs**

### **3.9.1 Cost of the Policy**

The cost of the Policy (this is the Premium) will, upon your request, be notified to you at the time of sale of the Policy to you. The Premium will be specified in your Policy Document.

Where we agree to provide cover to you under your Policy, 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 in calculating the Premium, including the type and age of your Product and the length of cover. You will also have to pay any compulsory government charges (e.g. stamp duty and GST where applicable) plus any additional charges we tell you about. We tell you the total amount payable when you apply and if you effect cover, these amounts are confirmed in your Policy Document.

The Premium is 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, then please contact us. You will be sent your Policy Document and this will also act as your Tax Invoice.

## **3.9.2 Cost relating to claims**

### **3.9.2.1 Courier costs**

If your Product covered by this Policy requires repair and we request the Product to be sent to our repairer, we will pay for the cost to courier or freight the Product from your home to our approved repairer, and from our approved repairer back to your home within Australia.

### **3.9.2.2 In-home repair for Larger Items**

For Products which are Larger Items, we will arrange in most cases for repairs to be undertaken in your home if those repairs can be carried out effectively and safely (to be determined at our discretion). If repairs are required to be undertaken at an approved repairer's premises, the cost to transport the Product to those premises are at our cost.

### **3.9.2.3 Repair costs – service call-out, parts and labour**

In most cases, we will repair the Product using one of our approved repairers. They will invoice us directly, which will include the costs for the service call-out (during normal business hours), parts and labour. However, in rare circumstances we may not have an appropriate approved repairer, and may at our discretion agree that you nominate a repairer and pay the repairer yourself. We will reimburse you as soon as practicable after receiving a valid tax invoice.

### **3.10 Refusal of claims**

We may refuse to pay a claim under your Policy, or reduce the benefits available to you in respect of the claim, if:

- you failed to comply with your duty of disclosure as set out in Part 2;
- you commit any fraudulent or dishonest act or omission in connection with the claim;
- an exclusion applies;
- you fail to comply with any of the terms of the Policy,

or otherwise in accordance with relevant laws or with our rights as set out in section 3.14 under the heading 'Cancellation of this Policy'.

### **3.11 How to make a claim**

Please call our Customer Care Line on 1300 146 577:

- a) to make a Policy claim; or
- b) if you have any questions about your Policy.

If there is any other service agreement or an insurance policy (i.e. household insurance policy) under which you are entitled to claim, you must provide us with details of that service agreement or insurance policy at the time you make a claim under your Policy.

### **3.12 Back up of data**

Please be aware that where the Product is capable of retaining user-generated data, this may be lost during a repair process. We, therefore, recommend that you back up your data prior to any repair. Data may be stored in files and folders on such products as your computer, telephone contacts in your mobile telephone, songs and other media stored on portable recordable devices and games saved on consoles. We will not be liable for the loss of any of your data.

### **3.13 Transfer**

This Policy is not transferable.

### **3.14 Cancellation of this Policy**

You may cancel your Policy at any time by notifying Domestic & General Insurance PLC. If you choose to



cancel your Policy, the following conditions apply:

a) If you cancel your Policy at any time during the first thirty (30) days after the start date detailed on the Policy or the date of our Policy Document whichever is the later (the **Cooling Off Period**) by giving us notice of your request to cancel your Policy, we will refund the Premium you paid for the Policy less any government taxes, levies, duties or charges we cannot recover.

b) You may cancel your Policy at any time after the Cooling Off Period by giving us fourteen (14) days' notice. Provided you have not made a claim, we will provide you with a pro-rata refund for the remaining full months of cover, less any government taxes, levies, duties or charges we cannot recover.

c) If you want to cancel your Policy you must notify us by calling the Customer Care Line on 1300 146 577 by emailing us via [warranty@domesticandgeneral.com](mailto:warranty@domesticandgeneral.com) or by writing to Domestic & General at GPO Box 3004, Melbourne VIC 3001.

d) We will not pay any refunds if a claim is made on the Policy and if you pay by direct debit, any outstanding payments owing on your Policy will be collected in one lump sum.

We have the right to cancel this Policy if you are in material breach of the Policy, you have given any false information to us when submitting a claim or otherwise or for any other reason allowable by law. We will provide you with fourteen (14) days prior written notice of the cancellation.

### **3.15 Law and Jurisdiction**

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

### **3.16 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.





