

# EXTENDED CARE PLAN TERMS AND CONDITIONS

## INTRODUCTION

Thank You for purchasing **Extended Care**. These terms and conditions apply to a **product** purchased from **Kogan Australia Pty Ltd** which has the benefit of **Extended Care**.

*This Extended Care Plan does not limit or affect your legal rights under the Consumer Guarantees Act (CGA) or the Fair Trading Act in any way. Our goods come with guarantees that cannot be excluded under the CGA including that the goods are of acceptable quality, fit for purpose, match the description given, are delivered within a reasonable time and are legally able to be sold. If our goods fail to comply with a statutory guarantee in the CGA and the failure is substantial in nature, you are entitled to a replacement or refund and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to comply with a statutory guarantee and the failure can be remedied.*

**Extended Care** has 2 elements – coverage for **breakdown** and for **mishap**.

## BREAKDOWN

Coverage for **breakdown** is available for a total period of either 3 or 5 years from the date you take delivery of the product. In both of these cases, the manufacturer's warranty applies in the first 12 months and the **Extended Care** commences for the remaining time of your selected plan.

## MISHAP

Coverage for **mishap** (for example, unintentionally spilling liquid on a product) is available for a period of 12 months from the date you take delivery of the **product**. A service fee applies to mishap claims.

Under the CGA:

- You are not entitled to a remedy where a mishap (for example, unintentionally spilling liquid on a product) results in the breakdown of a product.
- While you may be entitled to a replacement or refund where a product is faulty, **Extended Care** breakdown coverage gives you peace of mind that your product will be covered for the full duration of the **Extended Care Plan**.

## RIGHT OF CANCELLATION

We hope **you** are happy with your **Extended Care**, however, if after reading this document it does not meet with **your** requirements or **you** have simply changed **your** mind, please notify us by email or telephone (as set out below) within 30 days of the purchase date of the **product**. We will arrange to cancel your **Extended Care** and will issue a refund of the price you paid for the **Extended Care**.

## OUR PROMISE OF SERVICE

It is our intention to provide **you** the best possible service but if **you** do have any questions or concerns about **Extended Care** please contact us, our contact details are:

**Address:** Unit 10,21-25 Panamax drive Ravenhall 3023, Australia

**Email:** [claims@connectivity-group.com.au](mailto:claims@connectivity-group.com.au)

**Telephone:** +64 (0) 9 950 8409

The **Extended Care** and **product** support set out in these Terms and Conditions are provided by Kogan Australia Pty Ltd irrespective of:

1. the identity of the manufacturer of the **product**; and
2. whether or not the manufacturer has provided its own warranties or **product** support in relation to the **product**.

We hope your **product** will operate trouble free, however, should it fail during the Plan **period** please follow the procedure detailed in this document.

This **Extended Care** Plan is not an insurance policy, nor are **We** insurers. The plan is a guarantee and service product supplied by **Us** in respect of products **We** sell.

**We** have entered into a separate administration agreement with Connectivity Pty Ltd ABN 30 878 051 559, Unit 10,21-25 Panamax drive Ravenhall 3023, Melbourne, Australia (the "Administrator") to administer claims under the **Extended Care** Plans **We** issue. **We** have also arranged a separate insurance policy through a Syndicate **Underwriter at Lloyd's of London** covering our financial exposure under the **Extended Care** Plans **We** issue.

## DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this document in bold.

**Administrator** means Connectivity Pty Ltd

**Breakdown** means the mechanical or electrical failure of the **product's** normal functions.

**Claim** means a request made by **you** under the **Extended Care** for the repair or replacement of the **product** as a result of **breakdown** or **mishap**.

**Extended Care** means the terms and conditions set out in this document.

**Home** means the Delivery Address selected for delivery of your Product.

**IMEI** means The International Mobile Equipment Identifier which is a unique identifier to a mobile phone.

**Mishap** means a sudden unintentional act (such as for example, unintentionally dropping or spilling liquid on the **product**) resulting in **breakdown** of the **product**.

**Period** means the duration of cover as explained in the section 'Duration of Your Cover'.

**Product** means the item purchased by **you** from Kogan Australia Pty Ltd T/A Dick Smith which has the benefit of Extended Care.

**Service fee** means the amount payable by **you** for a **mishap claim**

**We / Us / Our** means Dick Smith

**You / Your** means the person who purchased the **Product** and **Extended Care**.

## DURATION OF YOUR COVER

Where your **product** is replaced or where **we** provide a store credit or refund during the **period** as a result of a **claim**, your **extended care** terminates on the date the replacement product or store credit or refund is provided by us.

**Extended Care** has 2 elements – coverage for **breakdown** and for **mishap**.

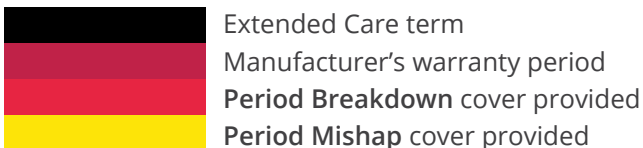
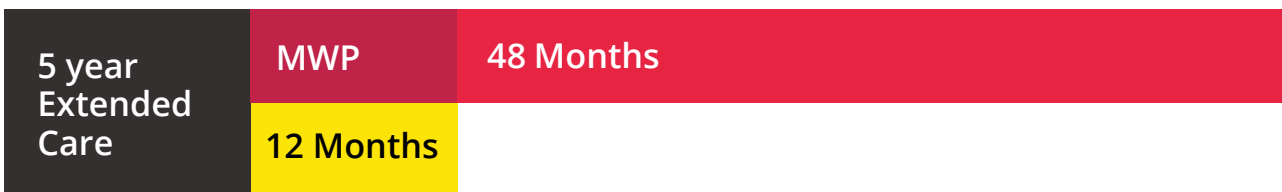
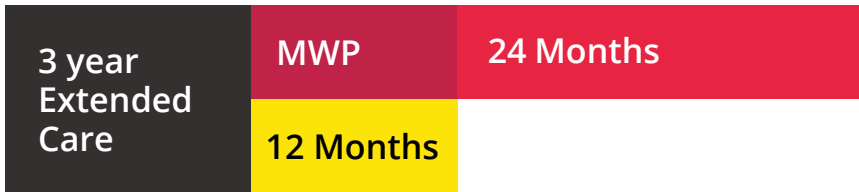
## BREAKDOWN

The breakdown element of your **Extended Care** begins 12 months after the date **you** take delivery of the **product** at your home and continues for 24 or 48 months, as specified in your **Extended Care** (unless terminated in accordance with these terms and conditions).

**MISHAP**

The mishap element of your Extended Care begins on the date you take delivery of the product at your home and continues for 12 months, (unless terminated in accordance with these terms and conditions).

The duration of both elements is explained in these diagrams:



**WHAT IS COVERED**

**BREAKDOWN**

If your product suffers a breakdown during the period, we will, subject to the terms and conditions set out within this document, repair or replace the product or offer a refund or store credit.

**MISHAP COVER**

If your product suffers a mishap during the period, we will, subject to the terms and conditions set within this document, agree to repair or replace the product or offer a refund or store credit.

To the full extent permitted by law our aggregate liability in respect of all claims under your Extended Care shall not exceed the original purchase price of the product.

Where a claim is made for mishap you will pay the service fee prior to us repairing or replacing your product. This is explained at the end of this document.

**DATA PROTECTION**

Please note that where Your Product is capable of retaining user-generated data, the repair of Your Product under Your Extended Care Plan may result in loss of the data. We recommend You back-up Your data. User-generated data includes, for example, files on a computer hard drive, telephone numbers stored on a mobile telephone, songs stored on a portable media player or games saved on a games console.

**GOVERNING LAW**

Your Extended Care is governed by and must be construed according to the law of New Zealand and the

parties submit to the jurisdiction of the courts in New Zealand.

## **PRIVACY STATEMENT**

We comply with the Privacy Act 1993 (as amended).

We will collect, use and disclose **your** personal information for the primary purpose of providing cover under this Extended Care Plan to You so that **we** may:

- Set the cost of providing the Extended Care Plan
- Properly administer claims for faulty products.

Disclosure for this purpose may be made to the **Administrator**, the manufacturer of **your product** or a repairer of **your product** (or their third-party agents or contractors).

If **you** fail to provide this personal information, **we** will be unable to provide **you** with cover under this Extended Care Plan.

**You** are entitled to access **your** personal information, and may obtain a copy of **our** privacy policy, by emailing **our claims officers at [claims@connectivity-group.com.au](mailto:claims@connectivity-group.com.au)**. **Our** privacy policy contains information about how **you** may access, and (if applicable) seek correction of, personal information collected under this Extended Care Plan.

## **GENERAL CONDITIONS**

1. Where **we** provide a replacement **we** will determine, at **our** discretion, the closest **product** within the **then current range of products offered by us** with which to replace the faulty or damaged **product**. **Accordingly, the replacement product may differ from the replaced product.**
2. **We** may replace parts with refurbished parts.
3. Where we replace a part under the **Extended Care** it does not extend or restart the **period**; the duration of the **Extended Care you** purchased remains the same.
4. Where **we** accept **your claim**, **we** reserve the right, at our discretion, to:
  - a. Repair the **product**
  - b. Provide a replacement for the **product**, or
  - c. **offer a store credit or refund of the purchase price of the product.**
5. In the event that a replacement or refund is provided, the faulty **product** will become **our** property;
6. **You** will bear the responsibility for safely packaging **your product** for transport;
7. If, when **your product was purchased, delivery was only provided to a specific area** (such as for example the Auckland metro area), **we** will only collect and return the **product** from these areas.
8. **We** reserve the right to nominate a repair centre.
9. **You** will reimburse **us** for any costs we have incurred if your **claim** is not covered by the **Extended Care**;

## WHAT IS NOT INCLUDED

To the full extent permitted by law, the Extended Care will not apply to:

1. A claim under **your Extended Care** where **you** are unable to provide proof of purchase by means of **the original purchase invoice or paid order confirmation**;
2. Consumable or auxiliary items e.g. batteries, leads, remotes or any accessories or peripherals that were not part of the original **product offering at the time of purchase**;
3. A **product** installed in a commercial environment unless **we specifically advised prior to purchase** that the **product** was suitable to be used within that commercial environment;
4. Costs not authorised by **us** or **our** nominated repair centre;
5. Any fault where the **product** has not been installed, operated, maintained or used in accordance with the manufacturer's instructions or guidelines provided with the **product**;
6. Deliberate damage, or neglect of the **product**;
7. Any **claim resulting from any unauthorised alterations, modifications to, or misuse of, the product**, including any hardware or software ;
8. **Rectifying maladjustments or incorrect configuration or setting of manual controls**;
9. Faults arising from the loss of, or reduction in the internet connection, or speed of connection to the **product**;
10. Damage caused by foreign objects or substances or the exposure to abnormally corrosive conditions or entry by any insect, vermin to the **product**;
11. Faults known to **you** before commencement of the **Extended Care**;
12. Any work which relates to a manufacturer recall or service update relating to the **product**;
13. Damage of a cosmetic nature caused by but not limited to denting, scratching, chipping, staining, rust or corrosion;
14. Routine maintenance, supplies or service of the **product**;
15. Faults arising from the interruption, failure, disconnection or surge in the power supply however caused or due to inadequate ventilation of the **product**;
16. Faults arising as a result of normal wear and tear (e.g. batteries, belts, fuses, seals);
17. Loss of or damage to information or data contained in or stored on the **product**;
18. Cost of delivery where a store credit or a refund of the original purchase price of the **product** is provided;
19. Damage to the **product** while in transit between the home and the nominated repair centre;
20. A claim if the factory-applied serial number has been altered or removed from the **product**;
21. A **mishap claim** where **you** are unable to confirm the **IMEI**;
22. Any incidence of defective pixels that arise for LED TVs, Monitors and Digital Photo Frames, except as determined by **us** to denote an LED or LCD panel fault;
23. Any loss, damage or alterations to third party hardware, software, programs, data and/or information stored on any media or any part of the **product**, no matter how occurring;

24. any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage whether arising as a result of a claim or otherwise;

## REPORTING A FAULT

To report a fault under **your Extended Care** it is imperative that **you** contact **us** as soon as possible by telephone on:

Telephone: (09) 950 8409

Email: [claims@connectivity-group.com.au](mailto:claims@connectivity-group.com.au)

When requesting assistance under **your Extended Care**, **you** will be asked to provide:

- a. **Your invoice or paid order confirmation number**
- b. Details of the make and model of the **product**;
- c. **Confirmation of the date you purchased the product**;
- d. Details of the nature of the fault;
- e. The date the fault occurred.

Where **your claim** relates to **mishap** please have a debit or credit card available to cover the cost of the **service fee**. For **mishap claims** relating to a mobile phone **we** will also require the phones **IMEI**.

When requesting assistance under **Your Extended Care** **you** must comply with directions given in relation to:

- a. Trouble shooting any issue and
- b. Facilitating any repair or replacement of the **product**.

Subject to General Condition 7, where **we** authorise the repair or replacement of the **product**, **we** will organise for **our** authorised courier to pick up the **product** during business hours (between 9am and 5pm, Monday to Friday) and deliver it to the appropriate nominated repair centre, provided that the **product** is safely and securely packaged for safe transport. This will be at **our** cost.

If **we** deem it appropriate, **we** may alternatively supply a pre-paid postage label for the **product** to be sent via **our** chosen carrier to the nominated repair centre.

Alternatively, if **we** specifically authorise **you** in writing, **you** may take the **product** to the appropriate repair centre or post the **product** as directed by **us** in which case **we** will refund **you** the cost of the postage on provision of a scanned copy of the postage receipt.

**Products** which have been repaired under the Extended Care will be returned to **you**, at **our** cost, either by courier or post as **we** decide.

## MISHAP SERVICE FEE

Where the claim under **the** Extended Care is for a **mishap**, **you** will be required to pay the **service fee** prior to the repair or replacement of the **product**. The amount of the service fee is based on the type of **product** and the original purchase price of the **product** as shown on **your invoice or paid order confirmation** and as set out below.

<b>PRODUCT CATEGORY</b>	<b>SERVICE FEE</b>
<b>Domestic Appliances</b>	7.5% of the original purchase price (excluding taxes) as shown on <b>your</b> invoice or paid order confirmation
<b>Entertainment / Audio</b>	7.5% of the original purchase price (excluding taxes) as shown on <b>your</b> invoice or paid order confirmation
<b>Computing</b>	7.5% of the original purchase price (excluding taxes) as shown on <b>your</b> invoice or paid order confirmation
<b>Televisions</b>	7.5% of the original purchase price (excluding taxes) as shown on <b>your</b> invoice or paid order confirmation
<b>Refrigeration</b>	Not applicable
<b>Wet Appliances</b>	Not applicable
<b>Small Domestic Appliances</b>	Not applicable
<b>Mobile Phones under NZ \$500</b>	NZ \$100
<b>Mobile Phones greater than or equal to \$500 and less than NZ \$1500</b>	NZ \$200