

## SmartCare Fabric Protection Plan | Terms & Conditions

Residential Fabric Protection Plan - Fabric Upholstery For Private Use

### **Our commitment to you**

If you buy a SmartCare Fabric Protection Plan AND clean and care for your new Fabric furniture as per the instructions (see below), SmartCare will clean or repair any of the furniture's fabric (excluding webbing & dust covers) that have been damaged within 5 years from date of purchase.

**At our discretion** we may replace the damaged section or, in extreme cases, replace the item of furniture subject to the conditions of this protection plan.

### **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.

### **Cleaning Disclaimer:**

Please note: Your SmartCare protection plan is not a cleaning contract. It is an accidental stain and damage agreement. If you would like your fabric professionally cleaned (additional charges apply) please ask our claims manager who will refer you to an authorised cleaner in your area.

This Fabric Protection Plan is given by UPcare International Pty Ltd (ACN: 613651737)

For further information contact SmartCare on: 1300 979 771 Or email:  
claims@upcareonline.com

### **The Fabric protection plan**

- Must be purchased in conjunction with the purchase of your new fabric furniture (IE at the same place and time where your new furniture was purchased).
- Is not transferable
- Is only able to be used by the original purchaser
- Only applies in Australia and New Zealand
- Does not cover use in rental or commercial properties

### **Caring for your new Fabric Furniture**

The furniture/item must be cared for and maintained during the term of the protection plan in accordance with the care instructions for that product. Every reasonable precaution should be taken to avoid accidental stains or damage.

Your new Fabric furniture should have been delivered to you in a clean and undamaged state. If for any reason it hasn't been please contact your retailer immediately.

EasyCare instructions can be found on the sides of the bottles.

Your fabric furniture should be professionally cleaned every 12 months. However, higher use/ higher wear furniture, or frequent use by people on medications, may require more frequent cleaning. If your furniture looks dirty it usually is.

While covered you must care for your furniture using the recommended SmartCare products in accordance with instructions on the product which can also be found on the sides of the bottles or on our website. Using non-recommended care products, or any other unauthorised chemicals, will invalidate your rights under the Fabric Protection Plan.

### **How to Make a Claim:**

Go to [smart.upcareonline.com](http://smart.upcareonline.com)

### **Uncontactable customers**

If you are uncontactable by SmartCare or its associated technicians, after 14 days your claim will be cancelled. We ask that you return our calls if you miss them and reply to our emails. SmartCare will make a minimum of 3 attempts to reach you.

### **Supply of information**

It is a requirement of the claimant to provide all required information as outlined in the claim form. Read the sections carefully and be sure to provide photos as described. If the correct photos and documentation are not supplied within 5 days of the stain or damage occurring, SmartCare cannot guarantee the complete removal or complete repair of accidental stains or damages.

#### **1. Immediate Attention of Accidental Stains**

(a) If any accidental damage or stain should occur, you should immediately attend to it by following the instructions on the product labels, and in addition, seek care advice from the SmartCare Customer Service Centre in Australia on 1300 979 771 for assistance.

## 2. Non-Removable Stains

- (a) If a stain cannot be removed or the furniture is damaged, SmartCare will provide a service technician to inspect the damaged area of your fabric furniture at no cost to you. Should the service technician be unable to remove the stain and/or repair the damage, SmartCare P/L will, at its discretion, arrange for the stained or damaged area to be replaced at no cost and the Fabric Protection Plan conditions and term will continue.
- (b) If the stain or damage cannot be removed or repaired, SmartCare reserves the right to provide the closest possible colour and texture match with the fabrics, threads & stitching that is available and to replace the damaged area but cannot guarantee an exact colour/texture match.
- (c) **Important:** Accidental stains and damages must be reported to SmartCare within 5 days of occurrence otherwise they will not be covered by this Fabric Protection Plan.
- (d) **Please note:** Where a technician upon inspection of the sofa deems the issue to be a manufacturer fault the opinion of the technician will be final and the issue will not be covered by the Fabric Protection Plan. In such cases we recommend that you contact the retailer to discuss the issue further as you may have rights under the warranty of the Australian Consumer Law.
- (e) SmartCare's liability is limited to a maximum of the original purchase price of the damaged sofa or SmartCare purchase price, whichever is the lesser. The new furniture will not be covered under this Protection Plan and the Protection Plan will be concluded.

### **3. What is covered?**

Accidental Damage such as:

- (a) Rips
- (b) Cuts and Tears
- (c) Scuffs and Grazing
- (d) Pulled Stitching
- (e) Cigarette Burns

Accidental Stains such as:

- (f) Food and Drink
- (g) Acetone and Lipstick
- (h) Nail Polish
- (i) Blood and Bodily fluids (Excluding sweat)
- (j) Corrosive Chemicals and Acids
- (k) Paint
- (l) Gum
- (m) Crayons and soaps
- (n) Creams
- (o) Hair Dyes
- (p) Fake tanning solutions
- (q) Cosmetic solutions
- (r) Adhesives
- (s) Pet damage caused by bodily fluids

#### **Accidental stains and damages caused by children**

SmartCare will cover accidental stains and damages caused by children where an accident is defined as an unexpected event which occurs suddenly resulting in damage and could not reasonably have been anticipated or prevented. Every reasonable precaution should be taken to avoid accidental stains or damage. Allowing a child to use crafts on a furniture item (eg drawing with pencils, textas, crayons, pens) or allowing a child to play with things like play doh or slime, puts your furniture at high risk of being stained or damaged. If you have allowed for these things to occur, your claim may be classed as neglect and may not be covered. Please refer to the definitions section in these terms and conditions. SmartCare reserves the right to assess these types of claims based on their individual circumstances.

#### 4. What is not covered?

- (a) Pet damage caused by 'jaws and claws'.
- (b) Dye transfer (EG: dyes resulting from accessories, clothing, newspaper or hair).
- (c) Unidentifiable stains or damage that are inconsistent with the original claim.
- (d) Loss of buttons or resilience of internal filling, foams, frames or mechanical or electrical parts.
- (e) Accumulated or multiple stains. (Note: This Fabric Protection Plan is for accidental stains and damage only. Such stains or damage must be reported to SmartCare within 5 days of their occurrence. Accumulated or multiple stains are regarded as general wear and tear and not covered by The Fabric Protection Plan).
- (f) Water marks caused by spot cleaning (Note: This indicates that the general condition of the furniture is soiled. Watermarks are caused when the outer edges of a cleaned section blend into an uncleaned section leaving a soil ring. To prevent this from occurring SmartCare recommends periodic professional cleaning so there is no grime in the fabric to cause a watermark).
- (g) Damage caused by contractors or tradespeople working on the premises.
- (h) Damage caused by deliberate and/or repetitive acts (by pets and humans –e.g. the kids using the furniture as a trampoline), acts of abuse or vandalism, acts of neglect.
- (i) Damage resulting from your failure to follow care instructions and not testing the care products on a hidden area of the fabric or damage arising from a misuse of the care products.
- (j) Pulling of fabric weave. However pulled stitching is covered if it is not a manufacturing fault.
- (k) Damage resulting from fair wear and tear including sunlight or, fading, including pilling, fading, creasing or puddling (stretching of fabric) or any stains from perspiration, body hair/oil or any form of medication.
- (l) Damage resulting from force majeure (EG: Acts of God, natural disasters etc) and fire or fire damage
- (m) Where damage is or can be or should be the subject of an insurance claim or a claim against the manufacturer or retailer.
- (n) Any offensive odours that result from pet or other exposure to external stains are not covered.
- (o) Structural faults covered by the manufacturer warranty or the Australian Consumer Law
- (p) Flaws/pre-existing flaws, defects or manufacturer recalls in fabric
- (q) Damage caused by transportation, moving the furniture in the home or storage or assembly / disassembly of furniture.
- (r) Damage as a result of a defect in the furniture or the fabric or the manufacturing process
- (s) Damage caused by rodents or insects or other forms of wildlife (these are not classed as pets).
- (t) Damage caused by accidental or excessive spillage of the care products onto the furniture or any other surface including carpets, flooring or other household items.
- (u) Stains that are older than 5 days prior to being reported.
- (v) In some cases the furniture may be too dirty to carry out an effective repair. A cost for the cleaning of the furniture prior to carrying out the repair shall be your responsibility.
- (w) This Fabric Protection Plan does not extend to any other damages or loss to a person or property directly or indirectly resulting from the misuse or the incorrect use of the furniture or care products.
- (x) Stains or damage caused by medications.
- (y) Sweat stains.
- (z) Any build up of mould, grime or dirt over a long period of time does not fit the definition of an accident.

#### 5. Suspicious or Fraudulent Claims

SmartCare reserves the right in its absolute discretion to cancel the protection plan policy and provide a full refund of the purchase price of the protection plan if SmartCare suspects or reasonably believes that the customer is being unreasonable or unfair in their expectations of the protection plan or is acting suspiciously or fraudulently in making claims or is in the opinion of SmartCare making excessive claims.

Eg. Multiple claims in a very short period of time may be considered neglectful or suspicious.

## 6. Limited Liability

This Fabric Protection Plan does not extend to any other damages or loss to a person or property directly or indirectly resulting from the misuse or the incorrect use of the furniture or care products. This Fabric Protection Plan does not exclude or restrict any condition or warranty imposed or implied by any consumer legislation in the country in which the furniture is sold.

SmartCare will cover repairs to the retail price of the sofa but at any time, we reserve the right to replace the sofa at our cost and cancel the protection plan once a replacement has occurred.

## 7. What if I live in a remote area?

(a) SmartCare reserves the right to limit the distance our service technicians will travel to geographical location of claims in remote areas.

(b) SmartCare reserves the right to determine the definition of "remote area" which is generally defined as any area outside of a 150km travelling limit from an authorised SmartCare service technician.

(c) In such circumstances SmartCare will pay for repairs and honour claims but reserves the right, under SmartCare discretion, to require you at your cost to arrange and pay for transportation to and from the authorised repairer's residence outside of a given distance.

## 8. What if SmartCare can't fix the damage?

(a) SmartCare's fabric specialists are fully trained in expert repairs but sometimes even they cannot fix it. SmartCare will try to obtain the original or similar fabric, threads & stitching colour (and texture) to match the original fabric to replace the damaged area. However SmartCare cannot guarantee an exact colour/texture match. In such circumstances SmartCare will provide the closest possible colour/texture match available at the time.

(b) **Please Note:** Even when / if SmartCare needs to replace a section of your furniture that new section is still covered by your Fabric Protection Plan for the remainder of the Fabric Protection Plan's duration, provided the repair cost does not exceed the actual purchase price, or SmartCare's purchase price of the furniture, whichever is the lesser.

(c) If SmartCare's fabric specialists carry out a repair that you're not happy with, SmartCare will:

1. Happily either refund the purchase price of your Fabric Protection Plan or
2. Pay the excess on your house and contents insurance to the amount limited to the particular furniture damage claim - if your insurance covers such claims - whichever is the lesser. Your SmartCare Fabric Protection Plan limits your claim to one payment of your insurance excess.
3. Allow you to re-select a replacement piece of furniture from the original retailer. If you fail to re-select a replacement piece of furniture within 15 days, SmartCare will refund the purchase price of your Fabric Protection Plan. At this point this Fabric Protection Plan is deemed complete and this Fabric Protection Plan comes to an end. Note: Where the price of the re-selected product exceeds the original purchase price the customer agrees to pay the difference.

(d) If SmartCare chooses not to repair your furniture and instead, at their discretion, chooses to replace it, your cover under this Fabric Protection Plan in all cases, is limited to a maximum amount equal to the actual purchase price of the furniture or SmartCare's purchase price, whichever is the lesser. At this point SmartCare's obligation under this Fabric Protection Plan is deemed complete and this Fabric Protection Plan comes to an end. Your new replacement furniture is no longer covered by SmartCare's Fabric Protection Plan.

## **9. Your Rights as a Consumer:**

This product comes with guarantees that cannot be excluded under the Australian and New Zealand Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the product fails to be of acceptable quality and the failure does not amount to a major failure (Consumer Guarantees).

Consumer Guarantees applies to the supply of goods or services under the Australian Consumer Law, Schedule 2 to the Competition and Consumer Act 2010 or the Consumer Guarantees Act (1993) for New Zealand Consumers, and cannot be excluded, restricted or modified by agreement.

The limited warranty provided under the Fabric Protection Plan applies in addition to the Consumer Guarantees (and any warranty offered by the retailer) and do not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred by or implied under any provision of any statute where to do so would contravene that statute, or cause any part of this clause to be void.

To the fullest extent permissible by law, SmartCare excludes consequential loss of any kind (including, without limitation, loss of use of your furniture) and (other than expressly provided for in these terms and conditions) all terms, conditions and warranties implied by custom, the general law or statute.

## **10. Updating these Terms & Conditions**

SmartCare reserves the right to update these conditions from time to time where necessary. The current version of these terms and conditions will always be available to you by visiting [amart.upcareonline.com](http://amart.upcareonline.com). You are protected by Australian & New Zealand Consumer Law against any variations that may be deemed unfair and any updates will be made in the best interest of the consumer to add further clarity to the existing versions of the terms and conditions.

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