



IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMERCIAL COURT
GROUP PROCEEDINGS LIST

Case: S ECI 2023 05830

Filed on: 02/08/2024 03:51 PM

No. S ECI 2023 05830

B E T W E E N

JEREMEY CLARKE

Plaintiff

-and-

JB HI-FI GROUP PTY LTD (ACN 093 114 286)

Defendant

DEFENCE

Date of Document:	2 August 2024	Solicitors Code: 420
Filed on behalf of:	The Defendant	
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To the Plaintiff's Amended Statement of Claim (**ASOC**) dated 12 June 2024, the Defendant (**JB Hi-Fi**) says as follows:

Note: Unless otherwise stated, or required by context, capitalised and abbreviated terms in this Defence have the same meaning as those in the ASOC. The headings included in this Defence are included for convenience only and JB Hi-Fi makes no admissions in relation to them.

A. PARTIES AND GROUP MEMBERS

A.1 The Defendant

1. To paragraph 1:
 - (a) it admits the allegations in paragraph 1(a);
 - (b) it admits the allegations in paragraph 1(b);
 - (c) it admits the allegations in paragraph 1(c) and says further that not all of its customers are “consumers” within the meaning of section 3 of the ACL or section 12BC of the ASIC Act;
 - (d) it admits that it offers for sale to its customers, warranty products in relation to their purchase of goods (the **JB Hi-Fi Extended Care Products**) and otherwise denies the allegations in paragraph 1(d).

A.2 The Plaintiff

2. To paragraph 2:
 - (a) it admits the allegations in paragraph 2(a);
 - (b) it admits that the Plaintiff acquired:
 - (i) the “Fridge” (defined in ASOC [39(b)]) and the Extended Care Repair Cover Plan (referred to in ASOC [44(b)]) as a “consumer” within the meaning of section 3 of the ACL;
 - (ii) the Extended Care Repair Cover Plan referred to in ASOC [44(b)] as a “consumer” within the meaning of section 12BC of the ASIC Act; and
 - (c) it otherwise does not admit the allegations in paragraph 2.

A.3 Group proceeding

3. To paragraph 3:
 - (a) it admits that the proceeding is commenced as a group proceeding pursuant to Part 4A of the *Supreme Court Act 1986* (Vic);
 - (b) it otherwise does not admit the allegations in paragraph 3.
4. It does not admit the allegations in paragraph 4.

5. Save that it admits that there are seven or more persons who purchased JB Hi-Fi Extended Care Products during the period from 1 January 2011 to 8 December 2023 (the **Relevant Period**), it otherwise does not admit the allegations in paragraph 5.

B. STATUTORY GUARANTEE UNDER THE AUSTRALIAN CONSUMER LAW

6. To paragraph 6:
 - (a) it admits that to the extent that a good sold by it was acquired by a "consumer" within the meaning of section 3 of the ACL (a **Consumer**), section 54(1) of the ACL operates to provide a guarantee that that good is of "acceptable quality" within the meaning of section 54(2) of the ACL (**Statutory Guarantee**);
 - (b) it otherwise denies the allegations in paragraph 6.
7. To paragraph 7:
 - (a) it denies the allegations in paragraph 7;
 - (b) it says further that:
 - (i) the circumstances in which a Consumer may seek a remedy under the ACL for a failure to comply with a guarantee that applies to the supply under Subdivision A of Division 1 of Part 3-2 (other than sections 58 and 59(1)) of the ACL are set out in section 259 of the ACL, and are subject to section 236(2) of the ACL in respect of any claim for loss or damage suffered by a Consumer because of a failure to comply with the Statutory Guarantee;
 - (ii) by reason of the application of section 54(2) of the ACL, a good supplied to a Consumer will be of an "acceptable quality" if it is as:
 - (A) fit for all the purposes for which goods of that kind are commonly supplied; and
 - (B) acceptable in appearance and finish; and
 - (C) free from defects; and
 - (D) safe; and
 - (E) durable,

as a reasonable consumer fully acquainted with the state and condition of the goods (including any hidden defects of the goods), would regard as acceptable having regard to the matters in subsection (3) of section 54 of the ACL;

- (iii) by operation of section 54(6) of the ACL, durability refers to how long the good can be expected to last in normal circumstances (i.e. using the good in the way it was intended or the purpose for which it was designed);

Particulars

If the good in question has failed, determining whether the good was of "acceptable quality" at the time of supply requires proof of the cause of the fault in the good; if the good in question has not failed, determining whether the good was of "acceptable quality" at the time of supply requires consideration of whether the good in question carries a risk of failure which renders it not of "acceptable quality".

- (iv) whether the goods are of "acceptable quality" is to be answered by reference to the quality of the goods in question at the time of their supply to a Consumer and, subject to section 236(2) of the ACL, the right of a Consumer to any remedy under section 259 of the ACL is conditioned on whether the good was of "acceptable quality" at the time of supply;
- (v) if a good was of "acceptable quality" when it was supplied to the Consumer then:
 - (A) the Consumer who purchased that good is not entitled to any remedy under the ACL by reason of the Statutory Guarantee; and
 - (B) there is no period of time during which that Consumer had any right to any remedy under the ACL, by reason of the Statutory Guarantee;
- (vi) section 262 of the ACL also provides that a Consumer is not entitled under section 259 to notify a supplier of goods that the consumer rejects the goods if the "rejection period for the goods has ended".

Particulars

The "rejection period" is defined in s 262(2) as "the period from the time of the supply of the goods to the consumer within which it would be reasonable to expect the relevant failure to comply with a guarantee referred to in section 259(1)(b) to become apparent having regard to: (a)

the type of goods; and (b) the use to which a consumer is likely to put them; and (c) the length of time for which it is reasonable for them to be used; and (d) the amount of use to which it is reasonable for them to be put before such a failure becomes apparent”.

8. To paragraph 8:

- (a) it denies the allegations in paragraph 8;
- (b) it otherwise refers to, and repeats, its response to paragraph 7 above.

9. To paragraph 9:

- (a) it admits that to the extent that a good sold by JB Hi-Fi was acquired by a Consumer, section 54(1) of the ACL operates to provide a guarantee that that good is of “acceptable quality” within the meaning of section 54(2) of the ACL;
- (b) it admits that Consumers who acquired goods sold by JB Hi-Fi are entitled to the remedies set out in sections 259 to 264 and 266 of the ACL if they satisfy the requirements for relief as set out in those sections;
- (c) it says that if a good was of “acceptable quality” within the meaning of section 54 of the ACL when it was supplied to the Consumer then:
 - (i) the Consumer who purchased that good is not entitled to any remedy under the ACL, by reason of the Statutory Guarantee;
 - (ii) there is no period of time during which that Consumer had any right to any remedy under the ACL, by reason of the Statutory Guarantee;
- (d) it refers to, and repeats, its response to paragraph 7 above;
- (e) it otherwise denies the allegations in paragraph 9.

C. JB HI-FI EXTENDED WARRANTIES

C.1 Extended Warranties – Introductory Matters

10. To paragraph 10:

- (a) it admits that during the Relevant Period it offered JB Hi-Fi Extended Care Products for sale to Consumers;
- (b) it otherwise denies the allegations in paragraph 10.

11. To paragraph 11:

(a) it admits that during the Relevant Period:

- (i) the JB Hi-Fi Extended Care Products were documented in written documents of between 7 and 12 pages in length which included text, images and tables, and were comprised of:
 - (A) summary information regarding the JB Hi-Fi Extended Care Products; and
 - (B) express contractual terms and conditions comprising the Extended Care agreement between JB Hi-Fi and the customer;
- (ii) the JB Hi-Fi Extended Care Products contained express terms setting out the circumstances in which that warranty would respond in the event that certain mechanical or electrical failures of a relevant good sold by JB Hi-Fi (the **relevant JB Hi-Fi good**) occurred, and the rights of the customer in those circumstances;
- (iii) the entitlements provided under the JB Hi-Fi Extended Care Products included some or all of the following services in the event of the relevant JB Hi-Fi good suffering a "Mechanical" or "Electrical Failure" (as those terms are defined in the JB Hi-Fi Extended Care Products), during a prescribed temporal period:
 - (A) JB Hi-Fi agreed to pay for parts, labour and service call out fees required to repair the relevant JB Hi-Fi good to normal working order, subject to the terms and conditions, as they relate to Repair Cover plans, of the JB Hi-Fi Extended Care Products;
 - (B) if the relevant JB Hi-Fi good was not repaired to normal working order within 30 days (and a loan product was not provided), then JB Hi-Fi agreed to replace the relevant JB Hi-Fi good (applicable to Repair Cover plans from July 2011 only, which was reduced to 10 business days from the introduction of the February 2022 JB Hi-Fi Extra Care Product (as defined in paragraph 14(a)(xii) below));
 - (C) if the relevant JB Hi-Fi good required more than three separate and distinct repairs under the JB Hi-Fi Extended Care Products, then JB Hi-Fi agreed to replace the relevant JB Hi-Fi good (applicable to Repair Cover

plans only, which was reduced to more than two separate and distinct repairs from the introduction of the February 2022 JB Hi-Fi Extra Care Product (as defined in paragraph 14(a)(xii) below));

- (D) if the relevant JB Hi-Fi good was a refrigerator or freezer, from the introduction of the February 2014 JB Hi-Fi Extended Care Product (as defined in paragraph 14(a)(iii) below), JB Hi-Fi would reimburse the customer for the cost of replacing food spoiled as a result of that Mechanical or Electrical failure, up to a maximum of \$200.00 (inclusive of GST) for Repair Cover plans only, and from the introduction of the February 2022 JB Hi-Fi Extra Care Product (as defined in paragraph 14(a)(xii) below), JB Hi-Fi would reimburse the customer for the cost of replacing food spoiled as a result of that Mechanical or Electrical failure, up to a maximum of \$100.00 (inclusive of GST);
- (E) from the introduction of the February 2014 JB Hi-Fi Extended Care Product (as defined in paragraph 14(a)(iii) below), if the relevant JB Hi-Fi good was a clothes washer or clothes dryer and a Mechanical or Electrical failure rendered it inoperable for a period of greater than seven working days (excluding the time taken by the customer to manage his or her obligations through the claim process) commencing from the time JB Hi-Fi was notified by the customer of the product failure, JB Hi-Fi would reimburse the customer for the laundry costs incurred as a result of that failure up to a maximum of \$200.00 (inclusive of GST), and from the introduction of the February 2022 JB Hi-Fi Extra Care Product (as defined in paragraph 14(a)(xii) below), if the relevant JB Hi-Fi good was a clothes washer or clothes dryer and a Mechanical or Electrical failure caused it to not be in normal working order, JB Hi-Fi would reimburse the customer for the laundry costs incurred if the product was not repaired to normal working order within ten business days of the date of the initial

assessment of the product by JB Hi-Fi's authorised repair agent, up to a maximum of \$100.00 (inclusive of GST);

- (F) free technical support was available through a telephone call centre which operated between 9:00am and 5.00pm Eastern Standard Time, Australia, from Monday through to Friday, save for the February 2022 JB Hi-Fi Extra Care Product (as defined in paragraph 14(a)(xii) below) and the October 2023 JB Hi-Fi Extra Care Product (as defined in paragraph 14(a)(xiii) below) for which the telephone call centre operated between 9:00am and 5.30pm Eastern Standard Time, Australia, from Monday through to Friday;
- (iv) coverage under the JB Hi-Fi Extended Care Products was provided for the relevant JB Hi-Fi good wherever in the world it was being used (for Portable items only);
- (v) the JB Hi-Fi Extended Care Products contained express terms setting out the circumstances in which that warranty would not respond (under the heading "What is not covered");
- (vi) the JB Hi-Fi Extended Care Products were able to be assigned to a third party if the customer sold the JB Hi-Fi good the subject of the JB Hi-Fi Extended Care Products, to that third party;

Particulars

- (i) The 2009 JB Hi-Fi Extended Care Product (as defined in paragraph 14(a)(i) below) and the July 2011 JB Hi-Fi Extended Care Product (as defined in paragraph 14(a)(ii) below) state on pages six and seven respectively:

"This Extended Warranty Plan can be transferred to a new owner at the sale of Your Product providing written advice from You is forwarded to Client Services within 7 (seven) days of the transfer of ownership of Your Product";

- (ii) The February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi

Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product, and the August 2021 JB Hi-Fi Extended Care Product (as those products are defined in paragraph 14(a) below) state on page four:

"Your product is covered for the entire length of the Plan. Sell the product and you can transfer the Plan to the new owner";

- (iii) The February 2022 JB Hi-Fi Extra Care Product (as defined in paragraph 14(a)(xii) below) states on page four:

"Sell your product and you can transfer the JB Hi-Fi Extra Care Plan to the new owner by notifying our JB Hi-Fi Extra Care Administrator within 7 days";

- (iv) The October 2023 JB Hi-Fi Extra Care Product (as defined in paragraph 14(a)(xiii) below) states on page four:

"Sell your product and you can transfer the JB Hi-Fi Extra Care Plan to the new owner by notifying our JB Hi-Fi Extra Care Administrator within 30 days".

- (vii) the JB Hi-Fi Extended Care Products were supplied, or otherwise made available, to customers of JB Hi-Fi wherever JB Hi-Fi goods were offered for sale;
- (viii) the JB Hi-Fi Extended Care Products were supplied, or otherwise made available to customers of JB Hi-Fi via www.jbhifionline.com.au between 1 January 2011 and a date in or about January 2014 and again from 9 May 2022 via www.jbhifi.com.au (collectively, the **JB Hi-Fi Online Store**);
- (ix) the JB Hi-Fi Extended Care Products were supplied or otherwise made available to customers of JB Hi-Fi via a telephone line and live chat functionality from in or about August 2022;

- (b) it otherwise denies each allegation in paragraph 11.

12. To paragraph 12:

- (a) it admits that the JB Hi-Fi Extended Care Products are financial products within the meaning of section 12BAA(1)(b) of the ASIC Act;

- (b) it admits that when it enters into an agreement with a customer to provide to them the entitlements under the JB Hi-Fi Extended Care Products, it issues a financial product within the meaning of section 12BAB(1)(b) of the ASIC Act;
- (c) it refers to and repeats its response in paragraph 12(b) above;
- (d) it admits that it when it enters into an agreement with a customer in Australia to provide to them the entitlements under the JB Hi-Fi Extended Care Products, it issues a financial product in "trade or commerce" as that term is defined in section 12BA(1) of the ASIC Act;
- (e) it otherwise denies the allegations in paragraph 12.

13. To paragraph 13:

- (a) it admits that the provision of entitlements under the JB Hi-Fi Extended Care Products constituted, or constitutes, the conferring of rights, benefits, privileges or facilities that are, or are to be provided, granted or conferred in trade or commerce within Australia, within the meaning of section 2(1) of the ACL;
- (b) it admits that the provision of entitlements under the JB Hi-Fi Extended Care Products constituted, or constitutes, the provision of a "product related service" within the meaning of section 2(1) of the ACL;
- (c) it admits that it offered the JB Hi-Fi Extended Care Products to customers some of whom may be consumers within the meaning of section 3 of the ACL and whom acquired the entitlements under the JB Hi-Fi Extended Care Products as a consumer within the meaning of section 3(3) of the ACL, but says that this is an individual issue;
- (d) it refers to and repeats paragraph 2(b) of this Defence and otherwise does not admit the allegations in paragraph 13(d) and says that whether they were so supplied requires consideration of the individual circumstances of the particular transaction;
- (e) it otherwise denies the allegations in paragraph 13.

14. To paragraph 14:

- (a) it admits that it offered for sale to Consumers the following JB Hi-Fi Extended Care Products during the periods identified below:

- (i) a JB Hi-Fi Extended Care Product dated “2009” and bearing the title “Extended Care Plan” from a date prior to 1 January 2011 until a date in or about July 2011 (the **2009 JB Hi-Fi Extended Care Product**);
- (ii) a JB Hi-Fi Extended Care Product dated “July 2011” and bearing the title “Extended Care” from in or about July 2011 to a date on or about 18 February 2014 (the **July 2011 JB Hi-Fi Extended Care Product**);
- (iii) a JB Hi-Fi Extended Care Product dated “February 2014” and bearing the title “Extended Care” from a date on or about 18 February 2014 until a date in or about July 2014 (the **February 2014 JB Hi-Fi Extended Care Product**);
- (iv) a JB Hi-Fi Extended Care Product dated “July 2014” and bearing the title “Extended Care”, as amended by an addendum for the period 22 September 2014 to 19 October 2014, from a date in or about July 2014 until a date in or about January 2016 (the **July 2014 JB Hi-Fi Extended Care Product**);
- (v) a JB Hi-Fi Extended Care Product dated “January 2016” and bearing the title “Extended Care” from a date in or about January 2016 until a date in or about May 2016 (the **January 2016 JB Hi-Fi Extended Care Product**);
- (vi) a JB Hi-Fi Extended Care Product dated “May 2016” and bearing the title “Extended Care” from a date in or about May 2016 until a date in or about August 2017 (the **May 2016 JB Hi-Fi Extended Care Product**);
- (vii) a JB Hi-Fi Extended Care Product dated “August 2017” and bearing the title “Extended Care” from a date in or about August 2017 until a date in or about February 2018 (the **August 2017 JB Hi-Fi Extended Care Product**);
- (viii) a JB Hi-Fi Extended Care Product dated “February 2018” and bearing the title “Extended Care” from a date in or about February 2018 until a date in or about October 2018 (the **February 2018 JB Hi-Fi Extended Care Product**);
- (ix) a JB Hi-Fi Extended Care Product dated “October 2018” and bearing the title “Extended Care” from a date in or about October 2018 until a date in or about October 2020 (the **October 2018 JB Hi-Fi Extended Care Product**);

- (x) a JB Hi-Fi Extended Care Product dated "October 2020" and bearing the title "Extended Care" from a date in or about October 2020, as amended from about March 2021, until a date in or about August 2021 (the **October 2020 JB Hi-Fi Extended Care Product**);
- (xi) a JB Hi-Fi Extended Care Product dated "August 2021" and bearing the title "Extended Care" from a date in or about August 2021 until a date in or about February 2022 (the **August 2021 JB Hi-Fi Extended Care Product**);
- (xii) a JB Hi-Fi Extended Care Product dated "February 2022" and bearing the title "JB Hi-Fi Extra Care" from a date in or about February 2022 until a date in or about October 2023 (the **February 2022 JB Hi-Fi Extra Care Product**); and
- (xiii) a JB Hi-Fi Extended Care Product dated "October 2023" and bearing the title "JB Hi-Fi Extra Care" from a date in or about October 2023 (the **October 2023 JB Hi-Fi Extra Care Product**),

together the 2009 JB Hi-Fi Extended Care Product, the July 2011 JB Hi-Fi Extended Care Product, the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product, the August 2021 JB Hi-Fi Extended Care Product, the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product are the **2011 to 2023 JB Hi-Fi Extended Care Products**;

- (b) it otherwise denies the allegations in paragraph 14.

15. As to paragraph 15:

- (a) it admits that the terms of the JB Hi-Fi Extended Care Products were set out in brochures known by different names and refers to and repeats its response to paragraphs 11(a)(i) and 14 above;
- (b) says further that:

- (i) the terms of the July 2011 JB Hi-Fi Extended Care Product which are set out at pages 5 to 7 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim (other than minor differences in the Lumley Retail Warranty postal address and service agent phone number) the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley entered into on or about 18 May 2011 and titled "Lumley Retail Warranty Insurance Master Terms" (**2011 Lumley Schedule 1 Terms**);
- (ii) the terms of the February 2014 JB Hi-Fi Extended Care Product which are set out at pages 5 to 7 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 28 May 2014, signed by the Managing Director, Wesfarmers Insurance on behalf of Lumley and the Merchandising Director, JB Hi-Fi Limited on behalf of JB Hi-Fi (**2014 Lumley Schedule 1 Terms**);
- (iii) the terms of the July 2014 JB Hi-Fi Extended Care Product which are set out at pages 5 to 7 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the 2014 Lumley Schedule 1 Terms, except for the variations identified in Schedule 2 below;
- (iv) the terms of the July 2014 JB Hi-Fi Extended Care Product which are set out at pages 5 to 7 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") were amended by the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014, signed by the Merchandising Director, JB Hi-Fi Limited on behalf of JB Hi-Fi, resulting in (with respect to selected air conditioner models contained within Schedule 2 to the agreement and purchased in the period commencing 22 September 2014 to 11.59pm AEDST on 19 October 2014) the variations identified in Schedule 2 below;
- (v) the terms of the July 2014 JB Hi-Fi Extended Care Product which are set out at

pages 5 to 7 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") were amended by the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015, signed by the Head of Lumley Retail Warranty on behalf of Lumley and the Merchandising Director, JB Hi-Fi Limited on behalf of JB Hi-Fi, resulting in (with respect to selected air conditioner models contained within Schedule 1 to the agreement and purchased in the period commencing 14 September 2015 to 11.59pm AEDST on 15 November 2015) the variations identified in Schedule 2 below;

- (vi) the terms of the January 2016 JB Hi-Fi Extended Care Product which are set out at pages 5 to 7 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the 2014 Lumley Schedule 1 Terms, except for the variations identified in Schedule 2 below;
- (vii) the terms of the May 2016 JB Hi-Fi Extended Care Product which are set out at pages 8 to 11 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the 2014 Lumley Schedule 1 Terms, except for the variations identified in Schedule 2 below;
- (viii) the terms of the August 2017 JB Hi-Fi Extended Care Product which are set out at pages 8 to 11 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the terms of Schedule 1 to the agreement between JB Hi-Fi and WFI Insurance Limited contained in the letter dated 5 July 2017, signed by the Senior Manager Partnerships, Insurance Australia Group on behalf of Lumley and the Chief Financial Officer, JB Hi-Fi Limited on behalf of JB Hi-Fi (**2017 Lumley Schedule 1 Terms**), except for the variations identified in Schedule 2 below;
- (ix) the terms of the August 2017 JB Hi-Fi Extended Care Product which are set out at pages 8 to 11 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim Schedule 1 to Annexure A to the

agreement between JB Hi-Fi and Insurance Australia Limited ABN 11 000 016 722 (**IAL**) dated about 25 September 2017 signed on behalf of IAL and by the Chief Financial Officer, JB Hi-Fi Limited on behalf of JB Hi-Fi and titled "Lumley Retail Warranty Insurance Master Terms" (**September 2017 Lumley Schedule 1 Terms**), except for the variations identified in Schedule 2 below;

- (x) the terms of the February 2018 JB Hi-Fi Extended Care Product which are set out at pages 8 to 11 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the terms of Schedule 1 to the agreement between JB Hi-Fi, Virginia Surety Company Inc. ABN 63 080 339 957 and The Warranty Group Australasia Pty Ltd ABN 37 005 004 4469 entered into on or about 1 February 2018 and titled "Lumley Retail Warranty Insurance Master Terms" (**2018 Lumley Schedule 1 Terms**), except for the variations identified in Schedule 2 below;
- (xi) the terms of the October 2018 JB Hi-Fi Extended Care Product which are set out at pages 8 to 11 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the terms set out in Appendix One to the agreement between JB Hi-Fi, Virginia Surety Company Inc. ABN 63 080 339 957 and The Warranty Group Australasia Pty Ltd ABN 37 005 004 4469 entered into on or about 15 October 2018 and titled "Variation Agreement" (**2018 Lumley Variation Schedule 1 Terms**);
- (xii) the terms of the October 2020 JB Hi-Fi Extended Care Product which are set out at pages 8 to 11 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the terms set out in the 2018 Lumley Variation Schedule 1 Terms, except for the variations identified in Schedule 2 below;
- (xiii) the terms of the August 2021 JB Hi-Fi Extended Care Product which are set out at pages 8 to 11 of that document (under the title "JB Hi-Fi Group Pty Limited Extended Care Agreement") repeat verbatim the terms set out in the 2018

Lumley Variation Schedule 1 Terms, except for the variations identified in Schedule 2 below;

- (xiv) the terms of the February 2022 JB Hi-Fi Extra Care Product which are set out at pages 8 to 11 of that document (under the title “JB Hi-Fi Extra Care Agreement”) repeat verbatim (other than minor differences in sub-headings contained in the February 2022 JB Hi-Fi Extra Care Product) the terms of Schedule 1 to the agreement between JB Hi-Fi, The Good Guys Discount Warehouses (Australia) Pty Ltd ABN 48 0047 880 657 and SquareTrade Australia Pty Ltd ABN 52 631 111 861 (**SquareTrade**) entered into on or about 18 February 2021 (**2021 SquareTrade Schedule 1 Terms**), except for the variations identified in Schedule 2 below;
- (xv) the terms of the October 2023 JB Hi-Fi Extra Care Product which are set out at pages 8 to 11 of that document (under the title “JB Hi-Fi Extra Care Agreement”) repeat verbatim (other than minor differences in sub-headings contained in the October 2023 JB Hi-Fi Extra Care Product) the 2021 SquareTrade Schedule 1 Terms, except for the variations identified in Schedule 2;
- (xvi) it refers in this Defence to the 2011 Lumley Schedule 1 Terms, 2014 Lumley Schedule 1 Terms, 2017 Lumley Schedule 1 Terms, September 2017 Lumley Schedule 1 Terms, 2018 Lumley Schedule 1 Terms, 2018 Lumley Variation Schedule 1 Terms and 2021 SquareTrade Schedule 1 Terms, collectively, as the “**Administrator Agreements**”;

(c) it otherwise denies the allegations in paragraph 15.

16. To paragraph 16:

- (a) it refers to and repeats paragraph 15(b) above;
- (b) it admits that:
 - (i) during the period from 1 January 2011 until 31 December 2013 it offered for sale on the JB Hi-Fi Online Store one of either the 2009 JB Hi-Fi Extended Care Product or the July 2011 JB Hi-Fi Extended Care Product;

- (ii) when offered for sale on the JB Hi-Fi Online Store in relation to a particular good, a short description of the 2009 JB Hi-Fi Extended Care Product or the July 2011 JB Hi-Fi Extended Care Product was included under the heading “Key Features”;
 - (iii) the short description of the 2009 JB Hi-Fi Extended Care Product which appeared on the JB Hi-Fi Online Store in about February 2011 in relation to certain “Audio & DVD” products that sold for an amount of between \$501 and \$1,000 described the 2009 JB Hi-Fi Extended Care Product as a “warranty extension plan”;
- (c) it says further that the short description also stated that:
- (i) “This is a warranty extension plan for selected “Audio & DVD” products that sell between \$501 and \$1000, increasing the manufacturer’s warranty by 2 years to a maximum of 5 years”;
 - (ii) “Products include Audio (including Car), Car Alarms, DVD Home Theatre Systems, DVD Players, DVD Recordables, DVD/VCR Inbuilt Combos, Games Consoles (up to 3 years only), Handheld PDAs, Universal Remote Controls (up to 3 years only), Navigation (up to 3 years only), Portable DVD/MP3s (up to 3 years only);”
 - (iii) “Your JB Hifi Extended Care Plan must be purchased with the correct electronics item and price range at time of purchase of the item;”

Particulars

JB Hi-Fi web pages containing the statements included at paragraph 16(c) above as at:

February 2011: <http://www.jbhifionline.com.au:80/hi-fi-home-audio/accessories/jb-hifi-extended-warranty-audio-dvd-2-years-501-1000-2ewadv1000/279103>

March 2012: <http://www.jbhifionline.com.au:80/hi-fi-home-audio/accessories/jb-hifi-extended-warranty-audio-dvd-2-years-501-1000-2ewadv1000/279103>

January 2013: <http://jbhifionline.com.au/hi-fi-home-audio/accessories/jb-hifi-extended-warranty-audio-dvd-2-years-501-1000-2ewadv1000/279103>

May 2013: <http://www.jbhifionline.com.au:80/hi-fi-home-audio/accessories/jb-hifi-extended-warranty-audio-dvd-2-years-501-1000-2ewadv1000/279103>

(d) it says further that the following information appeared on the JB Hi-Fi Online Store on or about the dates identified below:

(i) from about February 2011 until about October 2011, under the heading “Consumer Guarantees, Warranties & Refunds Understanding your Rights under Australian Consumer Law for Consumer Electronic Devices & Home Entertainment Products”:

- “The Australian Consumer Law protects consumers by giving them certain guaranteed rights when they buy goods and services. For example, the Law requires that goods must be free of defects, and do what they are meant to do”;
- “Services must be carried out with care and skill”;
- “These rights, which the Law says automatically apply whenever goods or services are supplied to a consumer, are called “Consumer Guarantees”;
- “Our goods come with guarantees that cannot be excluded under the Australian Consumer Law”;
- “You are entitled to a replacement or refund for a major failure if the goods fail to be of acceptable quality”;
- “You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure”;
- “Consumer Guarantees have no set time limit – depending on the price and quality of goods, consumers may be entitled to a remedy after any manufacturers’ or extended warranty has expired”;

- “For JB Hi-Fi’s comprehensive Warranty & Refund policy guide click here”;
- (ii) from about November 2011 until about December 2013, under the heading “HELP – Returns, Repairs and Refunds Understanding your Rights under Australian Consumer Law for Consumer Electronic Devices & Home Entertainment Products”:
- “The Australian Consumer Law protects consumers by giving them certain guaranteed rights when they buy goods and services. For example, the Law requires that goods must be free of defects and do what they are meant to do and services must be carried out with care and skill.”
 - “These rights, which the Law says automatically apply whenever goods or services are supplied to a consumer, are called “Consumer Guarantees”;
 - “This Law says that these rights cannot be excluded”;
 - “You are entitled to a replacement or refund for a major failure if the goods fail to be of acceptable quality”;
 - “You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure”;
 - “Consumer Guarantees have no set time limit – depending upon the price and quality of goods, consumers may be entitled to a remedy after any manufacturer’s warranty or extended warranty has expired”;
 - “For JB Hi-Fi’s comprehensive Warranty and Refund Policy please click here”;

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JB Hi-Fi web page containing the text included at paragraph 16(d) above:
<http://www.jbhifionline.com.au/returns/Information/74>.

- (e) it says further that on the JB Hi-Fi Online Store from in or about February 2011 until at least May 2012 was a brochure titled "Consumer Guarantees Understanding your Rights Consumer Electronic Devices & Home Entertainment Products Voluntary Warranty Guide January 2011" which included the following statements:
- (i) "The Australian Consumer Law protects consumers by giving them certain guaranteed rights when they buy goods and services. For example, the Law requires that goods must be free of defects, and do what they are meant to do. Services must be carried out with care and skill. These rights, which the Law says automatically apply whenever goods or services are supplied to a consumer, are called "Consumer Guarantees";
 - (ii) "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure if the goods fail to be of acceptable quality. You are also entitled to have the goods repaired if the goods fail to be of acceptable quality and failure does not amount to a major failure";
 - (iii) "Consumer Guarantees have no set time limit – depending on the price and quality of goods, consumers may be entitled to a remedy after any manufacturers' or extended warranty has expired";
 - (iv) "JB Hi-Fi has outlined in this document its voluntary refund & warranty policies";
 - (v) "These policies are not intended to and do not limit your rights with respect to Consumer Guarantees";
 - (vi) "The policies are intended to cover the vast majority of different circumstances that would be taken into account when determining an appropriate remedy consistent with your statutory rights";
 - (vii) "These policies set out the minimum steps that JB Hi-Fi will take in those circumstances to provide you with an appropriate remedy";
 - (viii) "JB Hi-Fi has used its best endeavours to ensure the policies provide for a reasonable and lawful remedy when dealing with the majority of circumstances

that are not immediately remedied to your satisfaction by the manufacturer's voluntary warranty or your JB Hi-Fi extended warranty";

- (ix) "This Warranty Policy Guide sets out minimum remedies available to customers determined by the product category, the original purchase price and the time frame after purchase in relation to the occurrence of a fault or major failure. Alternative remedies may be available subject to individual circumstances for breaches of the Consumer Guarantees";
 - (x) "If at any time you feel that your rights under the Australian Consumer Law or rights in accordance with JB Hi-Fi's Refund & Warranty Policies contained in this brochure are not being satisfactorily observed by our staff, the product manufacturer or our extended warranty agent then you may escalate your dispute in writing to: Warranty Claims Officer JB Hi-Fi Group Pty Ltd PO Box 561 Chadstone Victoria 3148";
- (f) it says further that in the Definitions section of the brochure titled "Consumer Guarantees Understanding your Rights Consumer Electronic Devices & Home Entertainment Products Voluntary Warranty Guide January 2011" the following statements were made:
- (i) "Voluntary Warranty. Sellers and manufacturers can make extra promises about their goods or services as a way of giving consumers more confidence in their quality, or the level of customer protection if things go wrong. These kinds of promises are called "voluntary" or "express" warranties. They are also known by other names, including "manufacturer's warranties", "store warranties" or "refund policies". Regardless of the terms and conditions, voluntary warranties do not override or alter Consumer Guarantees, or affect a seller's responsibility to meet Consumer Guarantees";
 - (ii) "Extended Warranty. Retailers sometimes give consumers the option of buying an extra warranty that provides protection for a specified period, often for some time after a manufacturer's warranty runs out. These kinds of agreements are

called “extended warranties”. While some extended warranties may “extend” a manufacturer’s warranty, many are actually a separate service or insurance contract with different terms and conditions”;

- (g) it says further that on the JB Hi-Fi Online Store from in or about August 2012 until at least October 2013 was a brochure titled “Consumer Guarantees Understanding your Rights Consumer Electronic Devices & Home Entertainment Products Voluntary Warranty Guide November 2011” which included the following statements:

- (i) “The Australian Consumer Law protects consumers by giving them certain guaranteed rights when they buy goods and services. For example, the Law requires that goods must be free of defects, and do what they are meant to do. Services must be carried out with care and skill. These rights, which the Law says automatically apply whenever goods or services are supplied to a consumer, are called “Consumer Guarantees””;
- (ii) “Our goods come with guarantees that cannot be excluded under the Australian 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 goods fail to be of acceptable quality and failure does not amount to a major failure”;
- (iii) “Consumer Guarantees have no set time limit – depending on the price and quality of goods, consumers may be entitled to a remedy after any manufacturers’ or extended warranty has expired”;
- (iv) “JB Hi-Fi has outlined in this document its voluntary refund & warranty policies. These policies are in addition to, and do not limit your rights with respect to, the Consumer Guarantees or any other rights and remedies that you have under a law in relation to the relevant goods and services”;
- (v) “The policies are intended to cover the vast majority of different circumstances that would be taken into account when determining an appropriate remedy consistent with your statutory rights”;

- (vi) "These policies set out the minimum steps that JB Hi-Fi will take in those circumstances to provide you with an appropriate remedy";
 - (vii) "JB Hi-Fi has used its best endeavours to ensure the policies provide for a reasonable and lawful remedy when dealing with the majority of circumstances that are not immediately remedied to your satisfaction by the manufacturer's voluntary warranty or your JB Hi-Fi extended warranty";
 - (viii) "This Warranty Policy Guide sets out minimum remedies available to customers determined by the product category, the original purchase price and the time frame after purchase in relation to the occurrence of a fault or major failure. Alternative remedies may be available subject to individual circumstances for breaches of the Consumer Guarantees";
 - (ix) "If at any time you feel that your rights under the Australian Consumer Law or rights in accordance with JB Hi-Fi's Refund & Warranty Policies contained in this brochure are not being satisfactorily observed by our staff, the product manufacturer or our extended warranty agent then you may escalate your dispute in writing to: Warranty Claims Officer JB Hi-Fi Group Pty Ltd PO Box 561 Chadstone Victoria 3148 Tel: 8530 7333";
- (h) it says further that in the Definitions section of the brochure titled "Consumer Guarantees Understanding your Rights Consumer Electronic Devices & Home Entertainment Products Voluntary Warranty Guide November 2011" the following statements were made:
- (i) "Voluntary Warranty. Sellers and manufacturers can make extra promises about their goods or services as a way of giving consumers more confidence in their quality, or the level of customer protection if things go wrong. These kinds of promises are called 'voluntary' or 'express' warranties. They are also known by other names, including 'manufacturer's warranties', 'store warranties' or 'refund policies'. Regardless of the terms and conditions, voluntary warranties do not

override or alter Consumer Guarantees, or affect a seller's responsibility to meet Consumer Guarantees”;

- (ii) “Extended Warranty. Retailers sometimes give consumers the option of buying an extra warranty that provides protection for a specified period, often for some time after a manufacturer's warranty runs out. These kinds of agreements are called ‘extended warranties’. While some extended warranties may ‘extend’ a manufacturer's warranty, many are actually a separate service or insurance contract with different terms and conditions”;
- (i) it says further that on the JB Hi-Fi Online Store from in or about December 2013 was a brochure titled “Consumer Guarantees Understanding your Rights Consumer Electronic Devices, Home Appliances & Home Entertainment Products Voluntary Warranty Guide December 2013” which included the following statements:
 - (i) “The Australian Consumer Law (ACL) protects consumers by giving them certain guaranteed rights when they buy goods and services”;
 - (ii) “For example, the Law requires that goods must be free of defects, and do what they are meant to do. Services must be carried out with care and skill. These rights, which the Law says automatically apply whenever goods or services are supplied to a consumer, are called ‘Consumer Guarantees’”;
 - (iii) “Our goods come with guarantees that cannot be excluded under the ACL. 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 goods fail to be of acceptable quality and failure does not amount to a major failure”;
 - (iv) “Consumer Guarantees have no set time limit – depending on the price and quality of goods, consumers may be entitled to a remedy after any manufacturers’ warranty has expired”;
 - (v) “JB HI-FI has outlined in this document its voluntary refund & warranty policies”;

- (vi) "These policies are in addition to, and do not limit your rights with respect to, the Consumer Guarantees or any other rights and remedies that you have under a law in relation to the relevant goods and services";
- (vii) "The policies are intended to provide you with remedies that are consistent with your statutory rights under the ACL in the event of breach of a Consumer Guarantee";
- (viii) "These policies set out the minimum steps that JB Hi-Fi will take in those circumstances to provide you with an appropriate remedy";
- (ix) "This Warranty Policy Guide sets out minimum remedies available to customers determined by the product category, the original purchase price and the time frame after purchase in relation to the occurrence of a fault or major failure. Alternative remedies may be available subject to individual circumstances for breaches of the Consumer Guarantees";
- (x) "If at any time you feel that your rights under the Australian Consumer Law or rights in accordance with JB Hi-Fi's Refund & Warranty Policies contained in this brochure are not being satisfactorily observed by our staff, the product manufacturer or our extended warranty agent then you may escalate your dispute in writing via the Contact Us section at jbhifi.com.au or to: Warranty Claims Officer JB Hi-Fi Group Pty Ltd PO Box 561 Chadstone Victoria 3148 Tel: 8530 7333";
- (j) it says further that in the Definitions section of the brochure titled "Consumer Guarantees Understanding your Rights Consumer Electronic Devices, Home Appliances & Home Entertainment Products Voluntary Warranty Guide December 2013" the following statements were made:
 - (i) "Voluntary Warranty. Sellers and manufacturers can make extra promises about their goods or services as a way of giving consumers more confidence in their quality, or the level of customer protection, if things go wrong. These kinds of promises are called 'voluntary' or 'express' warranties. They are also known by other names, including 'manufacturer's warranties', 'store warranties' or 'refund

policies'. Regardless of the terms and conditions, voluntary warranties do not override or alter Consumer Guarantees, or affect a seller's responsibility to meet Consumer Guarantees";

- (ii) "Extended Warranty. You can purchase extended warranties under JB Hi-Fi Extended Care plans for certain products. These provide coverage against goods suffering a mechanical or electrical failure. The initial period of coverage of a JB Hi-Fi Extended Care plan (which commences upon expiry of the manufacturer's warranty) will overlap with your minimum rights set out on page 6 of this brochure and with your rights under the ACL. However, your JB Hi-Fi Extended Care plan will provide you with rights for a longer period than those minimum rights set out on page 6 and that are likely to apply under the ACL. Please note the cost of an Extended Care plan does not include any costs for overlapping benefits";

- (k) it otherwise denies the allegations in paragraph 16.

17. To paragraph 17:

- (a) it refers to and repeats paragraph 15(b) above;
- (b) it admits that each of the 2011 to 2023 JB Hi-Fi Extended Care Products included two types of JB Hi-Fi Extended Care Product plans covering mechanical or electrical failure: replacement cover plans and repair cover plans;
- (c) it admits that for the February 2014 JB Hi-Fi Extended Care Product and the July 2014 JB Hi-Fi Extended Care Product, the "Replacement Cover" plans were described as being "only available for certain goods \$500 or less, provide a one-off replacement of your purchase and commence 12 months after the date of purchase, or upon expiry of the original manufacturer's warranty, whichever is later";
- (d) it admits that for the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product, the "Replacement Cover" plan was described as

being “only available for certain goods costing \$1,000 or less, provide a one-off replacement of your purchase and cover commences 12 months after the date of purchase, or upon expiry of the original manufacturer’s warranty, whichever occurs later”;

- (e) it admits that for each of the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product, the “Replacement Cover” plan was described as being “only available for certain goods costing \$1,000 or less, these plans provide a one-off replacement of your purchase and cover commences 12 months after the date of purchase”;
- (f) it admits that for each of the February 2014 JB Hi-Fi Extended Care Product and the July 2014 JB Hi-Fi Extended Care Product, the “Repair Cover” plan was described as “available on most goods, [and] provide a repair of your purchase and commence upon the expiry of the JB Hi-Fi Minimum Voluntary Warranty Period shown opposite or the original manufacturer’s warranty, whichever is later”;
- (g) it admits that for each of the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product, the “Repair Cover” plan was described as “available on most goods, [and] provide[s] a repair of your purchase and cover commences upon the expiry of the JB Hi-Fi Minimum Voluntary Warranty Period shown opposite or expiry of the original manufacturer’s warranty, whichever occurs later”;
- (h) it admits that for the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product, the “Repair Cover” plan was described as “available on most goods costing more than \$1,000, these plans provide a repair of your purchase and cover commences upon the expiry of the JB Hi-Fi Minimum Voluntary Warranty Period or expiry of the original manufacturer’s warranty, whichever occurs later”;

(i) it says further that:

- (i) the 2009 JB Hi-Fi Extended Care Product and the July 2011 JB Hi-Fi Extended Care Product referred to certain replacement or repair services but did not title them "Replacement Cover Plan" and "Repair Cover Plan" respectively;
- (ii) the exclusions under the 2011 to 2023 JB Hi-Fi Extended Care Products were described under the heading "What is not covered";

(j) it otherwise denies the allegations in paragraph 17.

18. To paragraph 18:

(a) it admits that the 2011 to 2023 JB Hi-Fi Extended Care Products:

- (i) were available only in relation to goods purchased for domestic use (the commercial use exclusion was removed in 2023);
- (ii) were available only in relation to goods purchased from JB Hi-Fi which were specified as covered by the relevant JB Hi-Fi Extended Care Product in the purchase receipt or tax invoice provided to the customer;
- (iii) in the period from 2009 to about February 2014 provided coverage for Replacement Cover plans and Repair Cover plans which commenced at the expiry of the manufacturer's warranty;
- (iv) from in or about February 2014 provided coverage for Repair Cover plans which commenced at a point in time which was upon the conclusion of either the manufacturer's warranty or the JB Hi-Fi Minimum Voluntary Warranty in accordance with the terms and conditions of the relevant JB Hi-Fi Extended Care Product;
- (v) from in or about February 2014 provided coverage for Replacement Cover plans which commenced at a point in time that was the later of 12 months from the date of purchase and the expiry of the manufacturer's warranty, save that for the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product, the coverage commenced at a point in time 12 months from the date of purchase/delivery of the product covered by the Extra Care plan;

- (vi) provided that the maximum amount payable per claim by JB Hi-Fi was the original purchase price of the product (inclusive of GST);
- (vii) applied where the product the subject of the JB Hi-Fi Extended Care Product had suffered a "Mechanical or Electrical Failure", defined in the JB Hi-Fi Extended Care Products as set out below:
 - (A) in the July 2011 JB Hi-Fi Extended Care Product as "a sudden or unforeseen failure of [the product] arising from a mechanical or electrical fault";
 - (B) in the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product as "a sudden or unforeseen failure of [the product] arising from a mechanical or electrical fault, including as a result of normal wear and tear and normal deterioration. It does not include any failure otherwise excluded by the Extended Care Agreement such as intentional or wilful damage";
 - (C) in the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product as "a sudden or unforeseen failure of [the product] arising from a mechanical or electrical fault, including as a result of normal wear and tear and normal deterioration. It does not include any failure described in the "What Is Not Covered" section of the terms of this JB Hi-Fi Extra Care Agreement";
- (viii) excluded mechanical or electrical failures where the failure was caused by any of the events specified below:

(A) in relation to each of the July 2011 JB Hi-Fi Extended Care Product, the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product and the January 2016 JB Hi-Fi Extended Care Product:

- product recalls;
- negligence, Accidental or deliberate misuse or unauthorised alterations;
- liquid penetration;
- external sources including but not limited to electrical interference, power surges or voltage fluctuations;
- infestations of vermin, pests or insects;
- cosmetic damage;
- Accidental damage from any cause;
- rust or corrosion;
- abnormal wear and tear including any exclusions as outlined in the manufacturer's specifications regarding excessive domestic usage;

(B) for each of the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product:

- negligence;
- Accidental misuse, deliberate misuse or unauthorised alterations;
- liquid penetration;
- infestations of vermin, pests or insects;
- cosmetic damage;

- Accidental damages from any cause;
- rust or corrosion;
- Mechanical or Electrical Failures of [the product] covered by a product recall;

(C) for “Excluded faults” under each of the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product, the JB Hi-Fi Extra Care Agreement did not cover:

- a fault or deficiency in operation, quality or appearance in [the product] brought to [the customer’s] attention before [the customer], purchased [the product]; or
- faults caused by:
 - negligence, Accidental damage, Accidental or deliberate misuse or unauthorised alterations;
 - failure to follow the manufacturer’s instructions for usage, installation, operation or maintenance;
 - external sources, including electrical interference, electrical storm damage, power surges and voltage fluctuations;
 - infestations of vermin, pests or insects;
 - acts of God or man-made catastrophes;
 - water damage, rust, corrosion or any other issues caused by weather; and
 - software, firmware upgrades and computer viruses.

(D) for “Excluded repairs” under each of the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product, the JB Hi-Fi Extra Care Agreement did not cover repairs to:

- fix cosmetic damage, items, such as paint or finishing, dents or scratches, which do not affect the operation of [the product];
- accessories used in or with [the product];
- cartridges, tapes, software, or add-on options incorporated in [the product]; or
- data or removable data mediums caused by the Mechanical or Electrical Failure of [the product];

(b) it admits that:

- (i) the 2009 JB Hi-Fi Extended Care Product, the July 2011 JB Hi-Fi Extended Care Product, the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product excluded from coverage the matters and circumstances which were the subject of an exclusion clause in the manufacturer's warranty of the relevant product;
- (ii) the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product excluded from coverage faults caused by a failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
- (iii) the July 2011 JB Hi-Fi Extended Care Product, the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the

August 2021 JB Hi-Fi Extended Care Product each excluded from coverage defects or design faults that were covered by the manufacturer or distributor whether or not through the process of a product recall;

- (iv) the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product each excluded from coverage loss, damage or costs incurred as a result of any mechanical or electrical failure if the product was recalled by the manufacturer, importer or a government agency;
- (v) the 2011 to 2023 JB Hi-Fi Extended Care Products excluded from coverage faults caused by unauthorised alterations;
- (vi) the July 2011 JB Hi-Fi Extended Care Product, the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product each:
 - (A) did not cover mechanical or electrical failure as a result of any external influence such as physical impact, electrical surge or liquid penetration;
 - (B) excluded from coverage faults caused by:
 - external sources, including electrical interference, electrical storm damage, power surges and voltage fluctuations;
 - infestations of vermin, pests or insects;
 - rust or corrosion; and
 - software, firmware upgrades and computer viruses;
- (vii) the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product each:
 - (A) did not cover mechanical or electrical failure as a result of any external influence such as physical impact, electrical surge or liquid penetration;

(B) excluded from coverage faults caused by:

- negligence, accidental damage, accidental or deliberate misuse or unauthorised alterations;
- failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
- external sources, including electrical interference, electrical storm damage, power surges and voltage fluctuations;
- infestations of vermin, pests or insects;
- acts of God or man-made catastrophes;
- water damage, rust, corrosion or any other issues caused by weather; and
- software, firmware upgrades and computer viruses;

(viii) the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product each excluded the cost of replacement of any item or accessory, either external or internal, that is intended to be replaceable including shelves, fuses, rechargeable batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers, rain covers or similar perishable or consumable parts;

(ix) the 2009 JB Hi-Fi Extended Care Product, the July 2011 JB Hi-Fi Extended Care Product, the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product excluded from coverage consequential losses of any type including any loss of profits, revenue, data, goodwill or reputation;

- (x) the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product excluded loss, damage or costs as specified under the heading "What is not covered" in the products;
- (c) it admits that the provision by JB Hi-Fi of a replacement product discharged any of its obligations to replace the product under the terms of the 2011 to 2023 JB Hi-Fi Extended Care Products;
- (d) it admits that:
 - (i) the following JB Hi-Fi Extended Care Products did not offer a replacement service if the product the subject of the JB Hi-Fi Extended Care Product was purchased for a purchase price of more than \$500:
 - (A) the February 2014 JB Hi-Fi Extended Care Product;
 - (B) the July 2014 JB Hi-Fi Extended Care Product;
 - (ii) the following JB Hi-Fi Extended Care Products did not offer a replacement service if the product the subject of the JB Hi-Fi Extended Care Product was purchased for a purchase price of more than \$1,000:
 - (A) the January 2016 JB Hi-Fi Extended Care Product;
 - (B) the May 2016 JB Hi-Fi Extended Care Product;
 - (C) the August 2017 JB Hi-Fi Extended Care Product;
 - (D) the February 2018 JB Hi-Fi Extended Care Product;
 - (E) the October 2018 JB Hi-Fi Extended Care Product;
 - (F) the October 2020 JB Hi-Fi Extended Care Product;
 - (G) the August 2021 JB Hi-Fi Extended Care Product;
 - (H) the February 2022 JB Hi-Fi Extra Care Product; and
 - (I) the October 2023 JB Hi-Fi Extra Care Product;
- (e) it says further that:
 - (i) the term of the 2011 to 2023 JB Hi-Fi Extended Care Products was set out in the agreements under the heading "Period of Cover" and the conditions upon

which services would be provided, and payments made, under the products were set out in the written terms of the agreements;

(ii) it otherwise will rely upon the full terms and effect of the 2011 to 2023 JB Hi-Fi Extended Care Products at trial;

(f) it otherwise denies the allegations in paragraph 18.

18A. To paragraph 18A:

(a) it denies the allegation in paragraph 18A(a);

(b) to paragraph 18A(b), it:

(i) refers to paragraph 7(b) above;

(ii) says that the July 2009 JB Hi-Fi Extended Care Product included a statement about warranties or guarantees available to customers at law;

Particulars

i. "IMPORTANT

This Extended Warranty Plan applies in addition to any existing warranty included in the Original Purchase Price for Your Goods, and all other warranties or guarantees expressed or implied by mandatory provisions of law."

(iii) says that the July 2011 JB Hi-Fi Extended Care Product included statements about the ACL;

Particulars

i. "Goods purchased from JB Hi-Fi come with guarantees that cannot be excluded or limited in any way under the Australian Consumer Law (ACL) including a guarantee of Acceptable Quality. Under the ACL, if goods are not of Acceptable Quality you are entitled to a remedy such as a refund, replacement, repair and possibly compensation for other loss or damage that you have suffered. The exact remedy will depend upon the extent of the failure. Depending on the price and quality of goods you may be entitled to a remedy even after any manufacturer's warranty has expired."

ii. "Over time:

- your manufacturer's warranty will expire and your protection and rights under the ACL reduce and eventually expire as more time passes since you purchased the goods; and

- the probability of inherent defects causing failure reduces and the probability of wear and tear causing failure increases. Unless the failure has occurred because the goods were not of acceptable durability, the ACL does not entitle you to a remedy for problems arising solely as a result of wear and tear. Most manufacturer's warranties provide you with additional protection where faults arise as a result of reasonable wear and tear."
- iii. "JB Hi-Fi Extended Care provides customers who purchase our goods with additional protection and peace of mind for mechanical or electrical failure:
 - arising after your manufacturer's warranty has expired and for a longer period than your ACL rights are likely to provide protection; and
 - resulting from reasonable wear and tear after the manufacturer's warranty has expired where the ACL does not provide a remedy because the goods are still of acceptable durability."
- (iv) says that the July 2011 JB Hi-Fi Extended Care Product included further statements about statutory rights:

Particulars

"In the event of mechanical or electrical failure, JB Hi-Fi Extended Care provides you with the following benefits:

- Protection after your manufacturer's warranty has expired and for a longer period than your statutory rights are likely to provide protection;
 - Protection from reasonable wear and tear after the manufacturer's warranty has expired and where your statutory rights do not provide a remedy because the goods are still of acceptable durability;
 - A no-lemon guarantee meaning that your goods will be replaced if they fail over and over again and your statutory rights do not entitle you to a replacement";
- (v) says that the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product, the August 2021 JB Hi-Fi Extended Care

Product, the February 2022 JB Hi-Fi Extra Care Product and the October 2023

JB Hi-Fi Extra Care Product included statements about the ACL:

Particulars

- i. "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). 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 goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods purchased from JB Hi-Fi also come with a JB Hi-Fi Voluntary Warranty which is intended to provide you with remedies which are consistent with your rights under the ACL. Your JB Hi-Fi Voluntary Warranty and your ACL rights generally provide protection longer than the standard manufacturer's warranty without the need for any extended warranty" (save that for the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product, the references to 'JB Hi-Fi Voluntary Warranty' are varied to 'JB Hi-Fi Minimum Voluntary Warranty');
- ii. "For full terms and conditions refer to our 'Consumer Guarantees, Understanding Your Rights' brochure. In some circumstances your rights under the ACL may last longer than this";

- (vi) says that the February 2014 Extended Care Product, the July 2014 Extended Care Product and the January 2016 Extended Care Product included further statements about the ACL:

Particulars

- i. "Your rights under the ACL exist independently of this Extended Care Agreement. This Extended Care Agreement provides some benefits which are additional to Your ACL rights, however, some of the benefits may overlap with your ACL rights";
- ii. "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and exist independently of this Extended Care Agreement. This Extended Care Agreement provides some benefits which are additional to your ACL rights as well as JB Hi-Fi's Voluntary Warranty. However, some of the benefits may overlap with your ACL rights";

- (vii) says that the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020

JB Hi-Fi Extended Care Product, the August 2021 JB Hi-Fi Extended Care Product, the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product included further statements about the ACL:

Particulars

- i. Under the heading 'Summary of the Consumer's Relevant Rights and Remedies under the ACL' "The Australian Consumer Law ("ACL") protects consumers by automatically giving them basic, guaranteed rights for goods they purchase ("Consumer Guarantees") at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known and comply with any description given or any demonstration model used. In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the ACL will depend on the circumstances. Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer's warranty for the goods or this Extended Care Plan. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances. Consumers with a claim for breach of a Consumer Guarantee should contact the supplier of the goods at first instance. If you are unable to reach resolution with the supplier as to the remedy, you should seek independent advice and/or contact the ACCC or your state/territory fair trading body" (save that for the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product, the references to 'Extended Care plan' are varied to 'Extra Care plan');
- ii. Under the heading "The ACCC's Contact Details", "Australian Competition and Consumer Commission: 1300 302 502, Indigenous hotline: 1300 303 143, 'www.accc.gov.au'";

- iii. Under the heading 'A Comparison of ACL Rights and Remedies and the Features Provided By the Extended Care Plan' and immediately prior to a table comparing certain ACL rights and remedies within the benefits of the Repair Cover and Replacement Cover plans, "The following table is a summarised comparison of Consumer Guarantees and the protections offered by this Extended Care Plan. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL and reading the full Terms and Conditions of the Extended Care Plan contained in this document, as certain limitations and exclusions apply in certain circumstances, including an exclusion if you fail to use your appliance in accordance with the manufacturer's care instructions or if the appliance is accidentally damaged. In addition, you can visit www.accc.gov.au for more information on the Consumer Guarantees. Please note that, in addition to the protections below, you may have additional rights against a manufacturer under a manufacturer's warranty" (save that for the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product, the references to 'Extended Care plan' are varied to 'Extra Care plan');
 - iv. Contained a table comparing ACL rights and remedies for certain protections with the relevant May 2016 to October 2023 JB Hi-Fi Extended Care Products;
 - v. Beneath the heading 'Australian Consumer Law', "Your rights under the ACL exist independently of this Extended Care Agreement";
 - vi. "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and exist independently of this Extended Care Agreement";
- (viii) says that the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product included further statements about the ACL:

Particulars

- i. Under the heading "Additional Benefits Under the Extended Care Plan Not available Under the ACL", "We appreciate that you may want the certainty of knowing that if products you buy are faulty they are covered for a specific time period. When you purchase the Extended Care Plan, you are obtaining certainty as to the period of coverage and the remedy you will receive and the convenience of having the repair and/or the replacement process managed for you by the Extended Care

administrator under the Plan. You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of your Plan:

- Certainty as to the exact period of cover;
- Convenience of having experienced operational and technical staff to manage the repair and/or replacement process;
- Specified days for repair time guarantee;
- Availability of a loan product;
- Toll Free technical assistance;

- (ix) says that the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product, the August 2021 Extended Care Product, the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product included further statements about the ACL as part of the 'Salesperson Declaration';

Particulars

- i. In the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 Extended Care Product:

“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and exist independently of this Extended Care Agreement”;

“This brochure is for information purposes only and is not evidence of a valid Extended Care Plan unless the Table above has been completed and signed by both JB Hi-Fi and the customer, and a receipt evidencing the purchase of an Extended Care Plan is attached to this Brochure”;
- ii. In the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product:

“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and exist independently of this JB Hi-Fi Extra Care Agreement”;

“This brochure is for information purposes only and is not evidence of a valid JB Hi-Fi Extra Care Plan unless the Table above has been completed and signed by both JB Hi-Fi and the customer, and a

receipt evidencing the purchase of a JB Hi-Fi Extra Care Plan is attached to this Brochure”;

- (x) says that the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product included further statements about the ACL:

Particulars

- i. Under the heading “Additional Benefits Under the Extended Care Plan Not available Under the ACL”, “We appreciate that you may want the certainty of knowing that if products you buy are faulty they are covered for a specific time period. When you purchase the Extra Care Plan, you are obtaining certainty as to the period of coverage and the remedy you will receive and the convenience of having the repair and/or the replacement process managed for you by the Extra Care administrator under the Plan. You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of your Plan:
 - Certainty as to the exact period of cover;
 - Convenience of having experienced operational and technical staff to manage the repair and/or replacement process;
 - Specified days for repair time guarantee;
 - Toll Free technical assistance”;
- (xi) and otherwise denies the allegations in paragraph 18A(b);
- (c) it denies the allegations in paragraph 18A(c) and otherwise refers to and repeats its response to paragraph 18A(b);
- (d) it denies the allegations in paragraph 18A(d) and otherwise refers to and repeats its response to paragraph 18A(b);
- (e) it denies the allegations in paragraph 18A(e) and otherwise refers to and repeats its response to paragraph 18A(b);
- (f) it says further that:
 - (i) the 2011 to 2023 JB Hi-Fi Extended Care Products were on substantially back-to-back terms with the Administrator Agreements and it refers to and repeats paragraphs 11(a)(i) and 15(b) above;

- (ii) none of the extracts set out in the Particulars to ASOC [20A] appear in the terms and conditions of the 2009 JB Hi-Fi Extended Care Product or under the title "JB Hi-Fi Group Pty Ltd Extended Care Agreement" in the July 2011 JB Hi-Fi Extended Care Product, February 2014 JB Hi-Fi Extended Care Product, July 2014 JB Hi-Fi Extended Care Product, January 2016 JB Hi-Fi Extended Care Product, May 2016 JB Hi-Fi Extended Care Product, August 2017 JB Hi-Fi Extended Care Product, February 2018 JB Hi-Fi Extended Care Product, October 2018 JB Hi-Fi Extended Care Product, October 2020 JB Hi-Fi Extended Care Product or August 2021 JB Hi-Fi Extended Care Product;
- (iii) none of the extracts set out in the Particulars to ASOC [20A] appear under the title "JB Hi-Fi Group Pty Ltd Extra Care Agreement" in the February 2022 JB Hi-Fi Extra Care Product or October 2023 JB Hi-Fi Extra Care Product;
- (iv) the July 2011 JB Hi-Fi Extended Care Product included the following statements:
 - (A) "Your rights under the ACL exist independently of this Extended Care Agreement and you are not required to pay for them";
 - (B) "The cost of this Extended Care Agreement to You does not include any cost for benefits which overlap with your ACL rights";
- (v) the July 2011 JB Hi-Fi Extended Care Product, the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product and the January 2016 JB Hi-Fi Extended Care Product included the following statement:
 - "This Extended Care Agreement provides some benefits which are additional to Your ACL rights, however, some of the benefits may overlap with Your ACL rights";
- (vi) the February 2014 JB Hi-Fi Extended Care Product, July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October

2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product, the August 2021 JB Hi-Fi Extended Care Product, the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product included the following statement:

“Your rights under the ACL exist independently of this Extended Care Agreement”;

- (g) it will rely upon the full terms and effect of the 2011 to 2023 JB Hi-Fi Extended Care Products at trial;
 - (h) it refers to paragraph 11(a) above and says further that the full terms and conditions of the JB Hi-Fi Extended Care Products were contained in the written documents;
 - (i) it otherwise denies the allegations in paragraph 18A.
19. To paragraph 19:
- (a) it admits that the period of cover for which the 2011 to 2023 JB Hi-Fi Extended Care Products applied was limited by reference to a temporal period, and otherwise denies the allegations in paragraph 19(a);
 - (b) it refers to and repeats paragraph 15(b) above;
 - (c) it otherwise denies the allegations made in paragraph 19.

C.2 Representation in the Extended Warranties Brochures

20. It denies the allegations made in paragraph 20 and refers to and repeats its response to paragraph 18A above.
- 20A. It denies the allegations in paragraph 20A and refers to and repeats its response in paragraph 20 above and the Particulars to paragraph 57 below.
21. To paragraph 21:
- (a) it admits that the 2011 to 2023 JB Hi-Fi Extended Care Products contained express representations that the maximum term of cover provided under the product was a fixed time period;

Particulars

The July 2011 JB Hi-Fi Extended Care Product under the heading 'Period of Cover' at page 6; the February 2014 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at page 6; the July 2014 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at page 6; the January 2016 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at pages 6 and 7; the May 2016 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at pages 6 and 7; the August 2017 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at pages 6 and 7; the February 2018 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at pages 9 and 10; the October 2018 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at pages 9 and 10; the October 2020 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at pages 9 and 10; the August 2021 JB Hi-Fi Extended Care Product in the third row of the table titled 'Extended Care Plans' at page 3 and under the heading 'Period of Cover' at pages 9 and 10; the February 2022 JB Hi-Fi Extra Care Product in the third row of the table titled 'JB Hi-Fi Extra Care Plans' at page 3 and under the heading 'Period of Cover' at page 10; and the October 2023 JB Hi-Fi Extra Care Product in the third row of the table titled 'JB Hi-Fi Extra Care Plans' at page 3 and under the heading 'Period of Cover' at page 10. Further particulars are provided in Schedule 3.

- (b) it admits that the following JB Hi-Fi Extended Care Products contained express representations that the services included a benefit whereby experienced operational and technical staff would manage the process for the repair or replacement of the relevant product:

Particulars

The May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product, the August 2021 JB Hi-Fi Extended Care Product, the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product contain the following statement at page 5: *"You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of your Plan: ... Convenience of having experienced operational and technical staff to manage the repair and/or replacement process"*,

- (c) it admits that the following JB Hi-Fi Extended Care Products contained express representations that the services included that repairs would be effected within a specified time period:

Particulars

The May 2016 JB Hi-Fi Extended Care Product stated at pages four, seven and eight, that repairs would be effected within 30 days; the August 2017 JB Hi-Fi Extended Care Product stated at pages four, seven and eight that repairs would be effected within 30 days; the February 2018 JB Hi-Fi Extended Care Product stated at pages four, seven and eight that repairs would be effected within 30 days; the October 2018 JB Hi-Fi Extended Care Product stated at pages four, seven and eight that repairs would be effected within 30 days; the October 2020 JB Hi-Fi Extended Care Product stated at pages four, seven and eight that repairs would be effected within 30 days; the August 2021 JB Hi-Fi Extended Care Product stated at pages four, seven and eight that repairs would be effected within 30 days; the February 2022 JB Hi-Fi Extra Care Product stated at pages four, seven and eight that repairs would be effected within 10 business days; the October 2023 JB Hi-Fi Extra Care Product stated at pages four, seven and eight that repairs would be effected within 10 business days;

- (d) it admits that the following JB Hi-Fi Extended Care Products contained express representations that the services included the provision of a loan product if the customer's product was required for repairs for a period of more than 10 days:

Particulars

The July 2011 JB Hi-Fi Extended Care Product at pages three and six; the February 2014 JB Hi-Fi Extended Care Product at pages four and six; the July 2014 JB Hi-Fi Extended Care Product at pages four and six; the January 2016 JB Hi-Fi Extended Care Product at pages four and six; the May 2016 JB Hi-Fi Extended Care Product at pages four, seven, eight and nine; the August 2017 JB Hi-Fi Extended Care Product at pages four, seven, eight and nine; the February 2018 JB Hi-Fi Extended Care Product at pages four, seven, eight and nine; the October 2018 JB Hi-Fi Extended Care Product at pages four, seven, eight and nine; the October 2020 JB Hi-Fi Extended Care Product at pages four, five, seven and nine; and the August 2021 JB Hi-Fi Extended Care Product at pages four, five, seven and nine;

- (e) it admits that the following JB Hi-Fi Extended Care Products contained express representations that the services included technical product support, including access to a toll free telephone number:

Particulars

- i. The July 2011 JB Hi-Fi Extended Care Product at pages 2 and 7; the February 2014 JB Hi-Fi Extended Care Product at pages 4 and 7; the July 2014 JB Hi-Fi Extended Care Product at pages 4 and 7; the January 2016 JB Hi-Fi Extended Care Product at pages 4 and 7; the May 2016 JB Hi-Fi Extended Care Product at pages 4, 5 and 10; the August 2017 JB Hi-Fi Extended Care Product at pages 4, 5 and 10; the February 2018 JB Hi-Fi Extended Care Product at pages 4, 5 and 10; the October 2018 JB Hi-Fi Extended Care Product at pages 4, 5 and 10; the October 2020 JB Hi-Fi Extended Care Product at pages 4, 5 and 10; the August 2021 JB Hi-Fi Extended Care Product at pages 4, 5 and 10; the February 2022 JB Hi-Fi Extra Care Product at pages 4, 5 and 10; and the October 2023 JB Hi-Fi Extra Care Product at pages 4, 5 and 10;

- ii. The July 2011 JB Hi-Fi Extended Care Product included the following wording:

“We will provide You with advice on technical problems in relation to Your Product during normal business hours (Monday to Friday 9am – 5pm EST). You can access this benefit by phoning our Toll Free number in Australia 1800 008 104 or You can email Your query to lumleyassist@lumley.com.au.

For computers/notebooks and printers, the technical support is limited to advice in relation to technical problems with hardware (the computer/notebook or printer itself) and/or the software supplied with the Product when purchased or installed prior to purchase by the manufacturer. Manufacturer installed software includes, but is not limited to:

- Anti Virus software
- Operating System (eg Windows or Mac OS)
- Manufacturer hardware related software

We will outsource the advice service to suitably qualified technicians according to product type. The advice You receive will be based on the latest technical knowledge available at the time, but will not include the engagement of other parties to carry out work or conduct further testing”;

- iii. The February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product included the following wording:

“From the day that you purchase your Extended Care plan (including prior to commencement of your cover) until expiry of your cover, We will provide

You with advice on technical problems in relation to Your Product during normal business hours (Monday to Friday 9am-5pm AEST). You can access this benefit by phoning Our Administrator, Wesfarmers General Insurance Limited on 1800 008 104 (Toll Free in Australia). For computers/notebooks and printers, the technical support is limited to advice in relation to technical problems with hardware (the computer/notebook or printer itself) and/or the software supplied with the Product when purchased or installed prior to purchase by the manufacturer. Manufacturer installed software includes, but is not limited to:

- Anti Virus software
- Operating System (eg Windows or Mac OS)
- Manufacturer hardware related software

We will outsource the advice service to suitably qualified technicians according to product type. The advice You receive will be based on the latest technical knowledge available at the time, but will not include the engagement of other parties to carry out work or conduct further testing”;

- iv. The February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product includes the following wording:

“From the Original Date of Purchase/Delivery (including prior to commencement of your cover) until expiry of your cover, We will provide You with advice on technical problems in relation to Your Product during normal business hours (Monday to Friday excluding national public holidays in Australia, 9:00am – 5.30pm Melbourne time). Please visit Our Administrator’s website (www.squaretrade.com.au) for further details. For computers/notebooks and printers, the technical support is limited to advice in relation to technical problems after the initial set up/installation of the Product, including, without limitation, to successful installation of the supplied software. Manufacturer installed software includes, but is not limited to:

- Anti Virus software
- Operating System (eg Windows or Mac OS)
- Manufacturer related software

The advice You receive will be based on the latest technical knowledge available at the time, but will not include the engagement of other parties to carry out work or conduct further testing”;

- (f) it refers to and repeats paragraph 15(b) above and says further that the text which is set out under the title “Summary of the Consumer’s Relevant Rights and Remedies

under the ACL” on page 5 of each of the May 2016 JB Hi-Fi Extended Care Product, August 2017 JB Hi-Fi Extended Care Product, February 2018 JB Hi-Fi Extended Care Product, October 2018 JB Hi-Fi Extended Care Product, October 2020 JB Hi-Fi Extended Care Product, August 2021 JB Hi-Fi Extended Care Product, February 2022 JB Hi-Fi Extra Care Product and October 2023 JB Hi-Fi Extra Care Product substantially repeats the text contained on:

- (i) page 1 (under the heading “Summary of the Consumer’s Relevant Rights and Remedies under the ACL”); and
- (ii) pages 3 and 4 (under the heading “Additional benefits under the customer care plan not available under the ACL”),

of Annexure A to the “Undertaking to the Australian Competition and Consumer Commission” under section 87B of the *Competition and Consumer Act 2010* (Cth) by Lumley dated 7 December 2015 (**Lumley ACCC Undertaking**) and in Annexure 1 to the Deed of Novation between Lumley, Insurance Australia Limited ACN 000 016 722 and the Australian Competition and Consumer Commission dated 17 May 2017;

- (g) says further that it will rely upon the full terms and effect of the 2011 to 2023 JB Hi-Fi Extended Care Products at trial;
- (h) it otherwise denies each allegation in paragraph 21.

22. To paragraph 22:

- (a) it admits that each of the following JB Hi-Fi Extended Care Products included a table which included the following headings; “Protection”, “ACL rights and remedies”, “Benefits of the Extended Care Replacement Cover plan” (titled “Benefits of the JB Hi-Fi Extra Care Replacement Cover plan” in the February 2022 Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product) and “Benefits of the Extended Care Repair Cover plan” (titled “Benefits of the JB Hi-Fi Extra Care Repair Cover plan” in the February 2022 and October 2023 JB Hi-Fi Extra Care Products):
 - (i) the May 2016 JB Hi-Fi Extended Care Product;
 - (ii) the August 2017 JB Hi-Fi Extended Care Product;

- (iii) the February 2018 JB Hi-Fi Extended Care Product;
 - (iv) the October 2018 JB Hi-Fi Extended Care Product;
 - (v) the October 2020 JB Hi-Fi Extended Care Product;
 - (vi) the August 2021 JB Hi-Fi Extended Care Product;
 - (vii) the February 2022 JB Hi-Fi Extra Care Product; and
 - (viii) the October 2023 JB Hi-Fi Extra Care Product;
- (b) it says further that:
- (i) it refers to paragraph 21(f) above and says further that the table which is referred to in paragraph 22(a) above (**Comparison Table**) substantially reproduces the table set out on pages 2 and 3 of the Lumley ACCC Undertaking;
 - (ii) in each instance the Comparison Table was preceded by a statement which said:
 - (A) in the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product and the August 2021 JB Hi-Fi Extended Care Product that “[t]he following table is a summarised comparison of Consumer Guarantees and the protections offered by this Extended Care Plan. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL and reading the full Terms and Conditions of the Extended Care Plan contained in this document, as certain limitations and exclusions apply in certain circumstances, including an exclusion if you fail to use your appliance in accordance with the manufacturer’s care instructions or if the appliance is accidentally damaged. In addition, you can visit www.accc.gov.au for more information on the Consumer Guarantees. Please note that, in addition to the protections below, you may have additional rights against a manufacturer under a manufacturer’s warranty”;

(B) in the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product that “[t]he following table is a summarised comparison of Consumer Guarantees and the protections offered by this JB Hi-Fi Extra Care Plan. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL and reading the full Terms and Conditions of the JB Hi-Fi Extra Care Plan contained in this document, as certain limitations and exclusions apply in certain circumstances, including an exclusion if you fail to use your appliance in accordance with the manufacturer’s care instructions or if the appliance is accidentally damaged. In addition, you can visit www.accc.gov.au for more information on the Consumer Guarantees. Please note that, in addition to the protections below, you may have additional rights against a manufacturer under a manufacturer’s warranty”;

(iii) it will rely upon the full terms and effect of the 2011 to 2023 JB Hi-Fi Extended Care Products at trial;

(c) it otherwise denies the allegations in paragraph 22.

23. To paragraph 23:

(a) it refers to and repeats its response in paragraph 22 above;

(b) it otherwise denies the allegations in paragraph 23.

24. To paragraph 24:

(a) it admits that each of the 2011 to 2023 JB Hi-Fi Extended Care Products included a statement to the effect that the customer had 15 days after purchase of the product to notify that they wished to terminate the agreement upon notification of which the purchase price of the JB Hi-Fi Extended Care Product would be refunded to the customer if no claim had been made under the agreement prior to its termination;

(b) it refers to and repeats paragraph 15(b) above and to the terms appearing under the heading “15-Day Free Look” in each of the 2011 to 2021 JB Hi-Fi Extended Care

Products and under the heading "Cancellation" in each of the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product;

- (c) it says further that under the following JB Hi-Fi Extended Care Products, if the customer was provided with a replacement product or refund (including in the form of a gift card or other form of credit) in respect of the good the subject of the JB Hi-Fi Extended Care Product prior to commencement of the term of the JB Hi-Fi Extended Care Product, then upon request, the customer could terminate the JB Hi-Fi Extended Care Product by notice:
 - (i) the February 2022 JB Hi-Fi Extra Care Product; and
 - (ii) the October 2023 JB Hi-Fi Extra Care Product;
- (d) it otherwise denies the allegations in paragraph 24.

25. To paragraph 25:

- (a) it admits that the following JB Hi-Fi Extended Care Products included a statement that "Goods purchased from JB Hi-Fi also come with a JB Hi-Fi Minimum Voluntary Warranty which is intended to provide you with remedies which are consistent with your rights under the ACL. Your JB Hi-Fi Minimum Voluntary Warranty and your ACL rights generally provide protection longer than the standard manufacturer's warranty without the need for any extended warranty":
 - (i) the February 2014 JB Hi-Fi Extended Care Product;
 - (ii) the July 2014 JB Hi-Fi Extended Care Product;
 - (iii) the January 2016 JB Hi-Fi Extended Care Product;
 - (iv) the May 2016 JB Hi-Fi Extended Care Product;
 - (v) the August 2017 JB Hi-Fi Extended Care Product;
 - (vi) the February 2018 JB Hi-Fi Extended Care Product;
 - (vii) the October 2018 JB Hi-Fi Extended Care Product;
 - (viii) the October 2020 JB Hi-Fi Extended Care Product (which omitted the word "Minimum" from this statement);

- (ix) the August 2021 JB Hi-Fi Extended Care Product (which omitted the word “Minimum” from this statement);
- (x) the February 2022 JB Hi-Fi Extra Care Product; and
- (xi) the October 2023 JB Hi-Fi Extra Care Product;
- (b) it refers to and repeats paragraph 15(b) above;
- (c) it says further that the terms and conditions of the JB Hi-Fi Minimum Voluntary Warranty were stated in a document titled “Consumer Guarantees, Understanding Your Rights” (until July 2014) and from July 2014 titled “Refunds and Warranties, Understanding Your Rights brochure (**Blue Brochure**) which was referred to in the JB Hi-Fi Extended Care Products and available in store and online at all times during the Relevant Period;
- (d) it otherwise denies the allegations in paragraph 25.

D. THE TRUE POSITION: LACK OF MATERIAL VALUE OF THE EXTENDED WARRANTIES

26. To paragraph 26, it:

- (a) refers to paragraph 7(b) above;
- (b) says that the Plaintiff has failed to provide particulars of the “period of cover” which he alleges automatically applied to the Fridge “by reason of the Statutory Guarantee” and the expected lifespan of the Fridge;
- (c) says further that if the Fridge was of “acceptable quality” when it was supplied to the Plaintiff then:
 - (i) the Plaintiff has never been entitled to any remedy under the ACL by reason of the Statutory Guarantee;
 - (ii) there is no “period of cover” during which the Plaintiff has any right to any remedy under the ACL by reason of the Statutory Guarantee; and/or
 - (iii) there are no “benefits” to the Plaintiff under the ACL by reason of the Statutory Guarantee;

- (d) says further that if a good was of “acceptable quality” when it was supplied to a Group Member who acquired that good as a Consumer then:
 - (i) the Group Member has never been entitled to any remedy under the ACL by reason of the Statutory Guarantee;
 - (ii) there is no “period of cover” during which the Group Member has any right to any remedy under the ACL by reason of the Statutory Guarantee; and/or
 - (iii) there are no “benefits” to the Group Member under the ACL by reason of the Statutory Guarantee;
 - (e) says further that whether any particular good was of “acceptable quality” when it was supplied to a Group Member requires consideration of the factors in section 54(2) of the ACL and the individual circumstances of that particular transaction, including the state of that particular good;
 - (f) denies the allegations in paragraph 26; and
 - (g) otherwise refers to and repeats paragraphs 18 to 25 above and paragraph 61 below.
27. It denies the allegations in paragraph 27 and refers to and repeats paragraph 25 above.

E. EXTENDED WARRANTIES SALE PROCESS AND OTHER REPRESENTATIONS

E.1 Circumstances of the in-person sales and relevant representations

28. To paragraph 28:
- (a) it admits that, during the Relevant Period, when a Consumer purchased a 2011 to 2023 JB Hi-Fi Extended Care Product in a JB Hi-Fi store, that purchase usually occurred in circumstances where:
 - (i) the Consumer was considering a purchase of certain goods it offered for sale during the Relevant Period (**JB Hi-Fi Goods**);
 - (ii) the Consumer, while at the JB Hi-Fi store decided to purchase JB Hi-Fi Goods;
 - (b) it says that:
 - (i) during the period from in or about 1 January 2011 to in or about February 2014, employees of JB Hi-Fi who were authorised to offer for sale JB Hi-Fi Extended Care Products, were instructed to:

- (A) ensure that they understood JB Hi-Fi's policies and procedures contained within the brochures titled "Consumer Guarantees Understanding your Rights Consumer Electronic Devices & Home Entertainment Products Voluntary Warranty Guide December 2010", "Consumer Guarantees Understanding your Rights Consumer Electronic Devices & Home Entertainment Products Voluntary Warranty Guide January 2011" and "Consumer Guarantees Understanding your Rights Consumer Electronic Devices & Home Entertainment Products Voluntary Warranty Guide November 2011", including that those policies and procedures constituted minimum remedies for breaches of consumer guarantees and that they did not limit consumers' rights to request alternative remedies if they felt entitled by law to do so, for the purpose of explaining these policies and procedures to customers;
 - (B) always comply with the requirements and guidelines of JB Hi-Fi's policies and procedures which provided guidance in relation to consumer guarantees;
 - (C) sign an acknowledgement that they understood and would comply with JB Hi-Fi's policies and procedures; and
 - (D) from at least about November 2013, specifically not say to customers when selling the JB Hi-Fi Extended Care Product that "you need an extended warranty because otherwise you will not be covered after expiry of the manufacturer's warranty";
- (ii) during the period from on or about February 2014 to the date of commencement of the proceeding, employees of JB Hi-Fi who were authorised to offer for sale JB Hi-Fi Extended Care Products were instructed to:
- (A) alert customers to the existence of their ACL rights and JB Hi-Fi's Minimum Voluntary Warranty Period for the product they were enquiring about;

- (B) inform the customer about the commencement date of the cover provided under the relevant JB Hi-Fi Extended Care Product;
- (C) provide to the customer a copy of the terms of the relevant JB Hi-Fi Extended Care Product, as well as attaching a copy of the brochure titled "Consumer Guarantees, Understanding Your Rights" (until July 2014) and from July 2014 titled "Refunds and Warranties, Understanding Your Rights" prior to the customer making payment for a JB Hi-Fi Extended Care Product;
- (D) inform the customer of the key benefits of the relevant JB Hi-Fi Extended Care Product relative to the consumer guarantees under the ACL and JB Hi-Fi's Minimum Voluntary Warranty, including the certainty provided by the period of cover afforded under the JB Hi-Fi Extended Care Products;
- (E) from no later than October 2016 draw to the customer's attention, the Comparison Table which appeared on pages six to seven in each of the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product, the August 2021 JB Hi-Fi Extended Care Product, the February 2022 JB Hi-Fi Extra Care Product and the October 2023 JB Hi-Fi Extra Care Product;
- (F) ask that each customer read the full terms and conditions in the relevant JB Hi-Fi Extended Care Product and draw to his, her or their attention, that the customer had a period of 15 days to inform JB Hi-Fi if they decided that they no longer wished to proceed with the product, upon notice of which he, she or they would receive a full refund of the purchase price of the relevant JB Hi-Fi Extended Care Product;
- (G) complete the extended care declaration form on the back of the relevant JB Hi-Fi Extended Care Product, explain the form to the customer and ask

the customer to sign the form which included a statement in a prominent position to the effect that “Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and exist independently of this Extended Care Agreement”;

(H) at the point of sale, attach the product receipt and a copy of the relevant Blue Brochure to the relevant JB Hi-Fi Extended Care Product;

(iii) throughout the Relevant Period, employees of JB Hi-Fi who were authorised to offer for sale JB Hi-Fi Extended Care Products, were required to:

(A) complete regular training, which included explanatory material about the JB Hi-Fi Extended Care Products and consumer guarantees under the ACL;

(B) complete assessments which tested their understanding of the JB Hi-Fi Extended Care Products on a regular basis to JB Hi-Fi's satisfaction in order to remain authorised to sell the JB Hi-Fi Extended Care Products;

Particulars

Schedule 1 to this Defence includes a table of relevant JB Hi-Fi training;

(c) it says further that whether any particular sale of a 2011 to 2023 JB Hi-Fi Extended Care Product followed (or did not follow) the system or process set out above (or any other system or process, including as alleged in ASOC [28]) requires consideration of the individual circumstances of that particular transaction;

(d) it otherwise denies the allegations made in paragraph 28.

29. It denies the allegations made in paragraph 29 and refers to and repeats its response in paragraphs 20 to 23 and 28 above.

E.2 Circumstances of the online sales and relevant representations

30. To paragraph 30:

(a) to paragraph 30(a), it:

(i) admits that during the period from in or around January 2011 to in or around December 2013, when a website visitor viewed a product on the JB Hi-Fi Online

Store, an option sometimes appeared on the website page as a “Suggested Product Option – Warranty” which listed alternative available JB Hi-Fi Extended Care Products as separate products;

- (ii) it otherwise denies the allegations in paragraph 30(a); and
 - (iii) it says further that the “Suggested Product Options – Warranty” display included provision for the customer to select whether to add a JB Hi-Fi Extended Care Product to his, her or their, cart, or not, with the default setting being “None”;
- (b) to paragraph 30(b), it:
- (i) admits that during the period from in or around January 2011 to in or around December 2013 when a website visitor viewed a product on the JB Hi-Fi Online Store, a JB Hi-Fi Extended Care Product sometimes appeared on the website page under sections of the website page titled “related offer”, or “related product” or “also viewed”;
 - (ii) it otherwise denies the allegations in paragraph 30(b);
- (c) to paragraph 30(c), it:
- (i) admits that the terms of the JB Hi-Fi Extended Care Products were not accessible on the JB Hi-Fi Online Store during the period from in or around January 2011 to in or around December 2013;
 - (ii) says further that at all times from in or around January 2011 to in or around December 2013 it displayed on the JB Hi-Fi Online Store information regarding a customer’s rights under the ACL;

Particulars

Samples of JB Hi-Fi web pages that contain statements included at paragraph 30(c)(ii) above:

- (i) February 2011: <http://www.jbhifi.com.au/corporate/consumer-guarantees-warranties-refunds/>;
- (ii) January 2012: <http://www.jbhifi.com.au/corporate/consumer-guarantees-warranties-refunds/>;

- (iii) January 2013: <http://www.jbhifi.com.au/corporate/consumer-guarantees-warranties-refunds/>;
- (iv) December 2013: <http://www.jbhifi.com.au/corporate/consumer-guarantees-warranties-refunds/>;
- (iii) otherwise denies the allegations in paragraph 30(c);
- (d) to paragraph 30(d), it:
 - (i) admits that during the period from in or around January 2011 to in or around December 2013 the short description of the JB Hi-Fi Extended Care Product which appeared on the JB Hi-Fi Online Store included a statement that “[f]or further details and Terms & Conditions of the JB Hifi Extended Care Plan, please email orders@jbhifionline.com.au for a brochure”;
 - (ii) otherwise denies the allegations in paragraph 30(d);
- (e) to paragraph 30(e), it:
 - (i) admits that during the period from in or around January 2011 to in or around December 2013 the short description of the JB Hi-Fi Extended Care Product, as alleged in ASOC [30(e)], which appeared on the JB Hi-Fi Online Store varied;
 - (ii) admits that during the period from in or around January 2011 to in or around December 2013 statements in the nature of ASOC [30(e)(i)] to [30(e)(v)] and [30(e)(vii)] appeared on the JB Hi-Fi Online Store;
 - (iii) denies ASOC [30(e)(vi)] and refers to and repeats paragraph 19 above;
 - (iv) says further that during the period from in or around January 2011 to in or around December 2013 the text alleged at ASOC [30(e)(vi)] varied;
 - (v) says further that during the period from in or around January 2011 to in or around December 2013 additional statements of information regarding the JB Hi-Fi Extended Care Products were made on the JB Hi-Fi Online Store;

Particulars

- (i) “if your product fails, simply call our call centre for our experienced staff to help with your repair claim”; and
- (ii) “contact the JB Hifi Warranty Helpline on 1800 621 761”;

(f) to paragraph 30(f), it:

- (i) admits that during the period from in or around January 2011 to in or around December 2013 a website visitor who wished to proceed with the purchase of a JB Hi-Fi Extended Care Product via the JB Hi-Fi Online Store was required to click on the “Add to Cart” button, followed by the “Checkout” button;
- (ii) otherwise denies the allegations in paragraph 30(f).

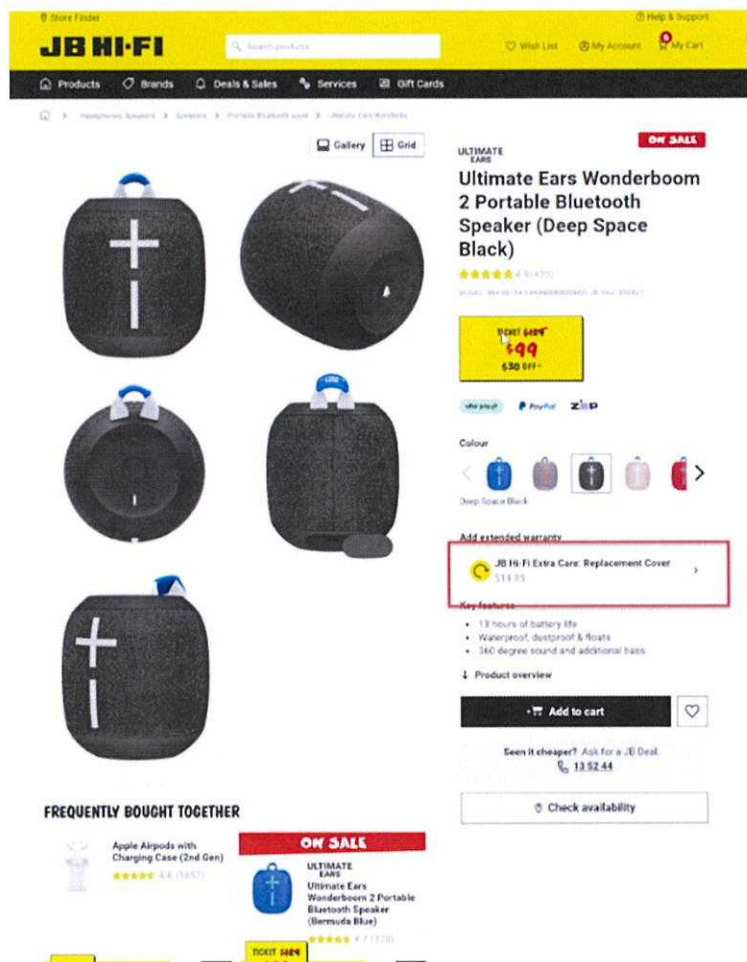
31. To paragraph 31:

(a) to paragraph 31(a) it:

- (i) admits that between 3:50pm on 9 May 2022 to the date of commencement of the proceeding when a website visitor was on a product page on the JB Hi-Fi Online Store, an option appeared on the page which stated “Add extended warranty JB Hi-Fi Extra Care: Replacement Cover” or “Add extended warranty JB Hi-Fi Extra Care: Repair Cover”;

Particulars

- (i) JB Hi-Fi's Group Product Manager – Care Services sent an email on 9 May 2022 to announce the launch of the JB Hi-Fi Extended Care Product online at 3:50pm. The email included the following image displaying the “JB Hi-Fi Extra Care: Repair Cover” option (in the red box below):



- (ii) The JB Hi-Fi Online Store displays the following at <https://www.jbhifi.com.au/products/lg-gf-ln500pl-506l-slim-french-door-fridge-stainless-non-plumbed>:

JB HI-FI Search products, brands, and more

Products Brands Deals & Catalogues Clearance Services Join JB Perks Gift Cards News & Reviews

LG GF-LN500PL 506L Slim French Door Fridge (Stainless) [Non-Plumbed]

\$2499 Add to cart

KEY FEATURES

- Cooling tech: Multi air flow system
- Interior feature: Non-plumbed ice & water dispenser
- Design element: New pocket handle design

Product overview Dimensions

AVAILABILITY

Delivering to: Melbourne, VIC 3000 Change

Delivery available from 26 July

Delivery add-ons available
Get it delivered, connected, and packaging removed and recycled. Old appliance removal also available. [More info](#)

Your store: Melbourne Central Change

Sorry, this product is unavailable at your store but we have it at the store below

Next closest store: South Wharf DFO HOME
Open today until 6pm

View display model & order in-store

[Check other stores](#)

ADD EXTENDED WARRANTY

Enjoy peace of mind with JB Hi-Fi Extra Care Repair Cover.

Add 2 years and 6 month(s) Extra Care Repair Cover \$374.85
Starts after the expiry of the manufacturer's warranty and JB Hi-Fi's Minimum Voluntary Warranty

- Have your product repaired if it is faulty during the coverage period
- Cover for failures caused by reasonable wear and tear from normal and intended use of the product
- For larger items, an authorised repairer will come to your home

[More information](#)

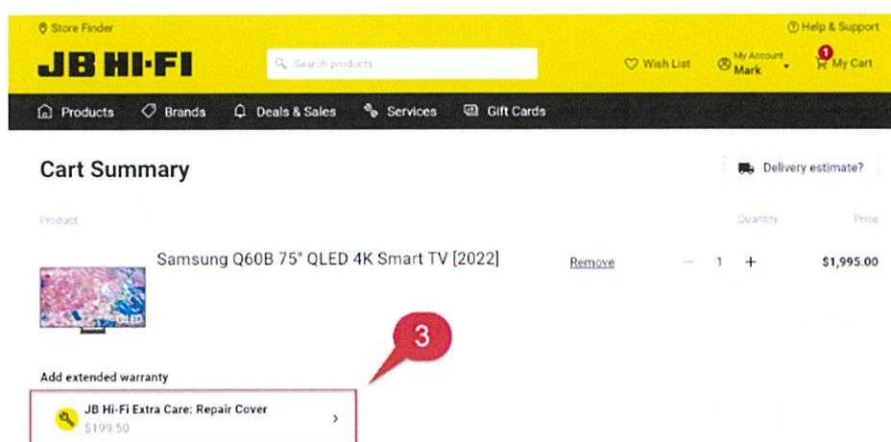
FREQUENTLY BOUGHT TOGETHER

ON SALE ON SALE ON

- (ii) otherwise denies the allegations in paragraph 31(a);
- (b) to paragraph 31(b), it:
- (i) admits that between on or about 20 June 2022 to the date of commencement of the proceeding when a website visitor was viewing items in his, her or their “cart” on the JB Hi-Fi Online Store, an option appeared on the page which stated “Add extended warranty JB Hi-Fi Extra Care: Replacement Cover” or “Add extended warranty JB Hi-Fi Extra Care: Repair Cover”;

Particulars

- (i) JB Hi-Fi’s Group Product Manager – Care Services sent an email on 20 June 2022 confirming that the JB Hi-Fi Extended Care Product could be added via the “cart”:



(ii) The JB Hi-Fi Online Store displays the following at the “cart”:

My Cart



- (ii) otherwise denies the allegations in paragraph 31(b);
- (c) to paragraph 31(c), it:
 - (i) admits that during the period from on or around 17 June 2022 until on or around 8 November 2023 upon a website visitor clicking on the button marked “Add extended warranty” on the JB Hi-Fi Online Store, a box was displayed to the website visitor which contained the following text (in relation to products eligible for JB Hi-Fi Extra Care Repair Cover): “JB Hi-Fi Extra Care Repair Cover is an extended warranty that provides you with certainty that your product will be repaired if it becomes faulty during the period of the cover (see Summary of warranty periods below)”;

Particulars

- (i) JB Hi-Fi’s Group Product & Vendor Support Manager sent an email on 17 June 2022 which includes an image containing the text in ASOC [31(c)(i)]:

JB Hi-Fi Extra Care Repair Cover is an extended warranty that provides you with certainty that your product will be repaired if it becomes faulty during the period of the cover (see Summary of warranty periods below).

- (ii) admits that during the period from on or around 17 June 2022 to the date of commencement of the proceeding upon clicking on the button marked “Add extended warranty” on the JB Hi-Fi Online Store, displayed to the website visitor was a box which stated the number of years of coverage provided under the manufacturer’s warranty and the start and end dates of coverage under the manufacturer’s warranty ended;

Particulars

- (i) JB Hi-Fi’s Group Product & Vendor Support Manager sent an email on 17 June 2022 which includes an image containing the text in ASOC [31(c)(ii)]:

Manufacturer’s warranty
1 year(s)
 17 Jun 2022 to 17 Jun 2023

- (ii) The JB Hi-Fi Online Store <https://www.jbhifi.com.au/products/lq-65-oled-evo-g4-4k-uhd-smart-tv-2024>:

1 year Manufacturer’s warranty
 23 Jul 2024 to 23 Jul 2025

- (iii) admits that during the period from on or around 17 June 2022 to the date of commencement of the proceeding upon clicking on the button marked “Add extended warranty” on the JB Hi-Fi Online Store, displayed to the website visitor was a box which stated the number of years of coverage provided under the JB Hi-Fi Minimum Voluntary Warranty and the start and end dates of coverage under the JB Hi-Fi Minimum Voluntary Warranty;

Particulars

- (i) JB Hi-Fi’s Group Product & Vendor Support Manager sent an email on 17 June 2022 which includes an image containing the text in ASOC [31(c)(iii)]:

JB Hi-Fi Minimum Voluntary Warranty

The **minimum** time period within which JB Hi-Fi will offer a refund, replacement or repair if goods are faulty.

2 year(s) and 6 month(s)

17 Jun 2022 to 17 Dec 2024

- (ii) The JB Hi-Fi Online Store <https://www.jbhifi.com.au/products/lg-65-oled-evo-g4-4k-uhd-smart-tv-2024>:

3 years and 6 month(s) JB Hi-Fi Minimum Voluntary Warranty

23 Jul 2024 to 23 Jan 2028

- (iv) admits that during the period from on or around 17 June 2022 to the date of commencement of the proceeding upon a website visitor clicking on the button marked “Add extended warranty” on the JB Hi-Fi Online Store, a box was displayed to a website visitor which stated the number of years of coverage provided under the JB Hi-Fi Extra Care plan and the start and end dates of coverage under the JB Hi-Fi Extra Care plan;

Particulars


- (i) JB Hi-Fi’s Group Product & Vendor Support Manager sent an email on 17 June 2022 which includes an image containing the text in ASOC [31(c)(iv)]:


JB Hi-Fi Extra Care: Repair Cover

2 year(s) and 6 month(s)

17 Dec 2024 to 17 Jun 2027

- (ii) The JB Hi-Fi Online Store <https://www.jbhifi.com.au/products/lg-65-oled-evo-g4-4k-uhd-smart-tv-2024>:

 **Extra Care Repair Cover** gives you certainty that your product will be repaired if it becomes faulty during the period of the cover

 **Period of cover:** 23 Jan 2028 to 23 Jul 2029 starting after the expiry of the manufacturer’s warranty and JB Hi-Fi Minimum Voluntary Warranty.

For more info about the manufacturer’s warranty and JB Hi-Fi Minimum Voluntary Warranty (which may entitle you to a free remedy if your product is faulty), see ‘Warranties included with your product’ below.

- (v) admits that during the period from in or around August 2022 until on or around 8 November 2023 upon a website visitor clicking on the button marked “Add extended warranty” on the JB Hi-Fi Online Store in relation to a product eligible for a JB Hi-Fi Extra Care Repair Cover plan, a box was displayed to the website visitor which included the text included in ASOC [31(c)(v)]:

Particulars

- (i) the following JB Hi-Fi webpage contains the text in ASOC [31(c)(v)] as at August 2022: <https://www.jbhifi.com.au/products/minecraft-sc403-14-hd-laptop-128gb-intel-celeron>;
- (vi) admits that during the period from in or about August 2022 until on or around 24 October 2023 upon a website visitor clicking on the button marked “Add extended warranty” on the JB Hi-Fi Online Store, a box was displayed to the website visitor which included the text included in ASOC [31(c)(vi)];

Particulars

- (i) the following JB Hi-Fi webpage contains the text in ASOC [31(c)(vi)] as at August 2022: <https://www.jbhifi.com.au/products/minecraft-sc403-14-hd-laptop-128gb-intel-celeron>;
- (vii) admits that during the period from in or about August 2022 until on or around 24 October 2023 to complete the purchase of a JB Hi-Fi Extended Care Product via the JB Hi-Fi Online Store, a website visitor was required to click on the button marked “Cart” or “Check out”;
- (viii) otherwise denies the allegations in paragraph 31(c);
- (ix) says further that:
 - (A) from on or around 8 November 2023 to the date of commencement of the proceeding the text, as stated in ASOC [31(c)(i)], included within the box which was displayed to a website visitor who had clicked on the button marked “Add extended warranty” on the JB Hi-Fi Online Store stated, under the heading “*Extra Care Repair Cover*”, a period of cover in years and “*giving you certainty that your product will be repaired if it becomes faulty during the period of the cover*” and had a period of cover “*starting after the expiry of the manufacturer's warranty and JB Hi-Fi Minimum Voluntary Warranty. For more info see 'Warranties included with your product' below.*”;
 - (B) from on or around 8 November 2023 to the date of commencement of the proceeding the text, as stated in ASOC [31(c)(v)], was amended to the

following: *“Even if you do not purchase JB Hi-Fi Extra Care, you may be entitled to a refund, repair or replacement under the Australian Consumer Law if your product is faulty (even after expiry of the manufacturer’s warranty and the JB Hi-Fi Minimum Voluntary Warranty). Find out more about your ACL rights and the JB Hi-Fi Minimum Voluntary Warranty in our Refunds and Warranties Guide”*;

- (C) from on or around 24 October 2023 to the date of commencement of the proceeding the text, as stated in ASOC [31(c)(vi)], changed to *“By selecting ‘Add Extra Care’ you accept and agree to the full JB Hi-Fi Extra Care terms and conditions”*, and the embedded link in the text directed the website visitor to a page on which was a copy of the October 2023 JB Hi-Fi Extra Care Product;

Particulars

The JB Hi-Fi Online Store includes the text stated at paragraph 31(c)(ix)(B) above and the embedded link directs the website visitor to the October 2023 JB Hi-Fi Extra Care Product:

By selecting ‘Add Extra Care’ you accept
and agree to the full JB Hi-Fi Extra Care
terms and conditions.

- (d) as to paragraph 31(d), it:
- (i) admits that from on or about 20 June 2022 a customer could receive a prompt message to purchase a JB Hi-Fi Extended Care Product when viewing the “cart” display on the JB Hi-Fi Online Store;
 - (ii) otherwise denies the allegations in paragraph 31(d);
- (e) as to paragraph 31(e), it:
- (i) admits that, as at the date of commencement of the proceeding, text was contained on the JB Hi-Fi Online Store, at the final stage of checkout, above the “Pay now” button, in substantially the same form as the text stated in ASOC [31(e)];

- (ii) admits that during the period from on or around 5 July 2022 to on or around 30 November 2023 there is a clickable link on the JB Hi-Fi Online Store to the “Terms of sale” which navigates the website visitor to a separate webpage titled “Website terms of sale”;
- (iii) admits that during the period from on or around 5 July 2022 to on or around 30 November 2023 the “Terms of sale” webpage on the JB Hi-Fi Online Store has a section covering the consumer’s legal rights, noting the ACL, at varying levels of detail;
- (iv) says further that the length of the “Website terms of sale” have varied in length over the years and were not always “over 16 pages of text” as is alleged in ASOC [31(e)] during the period from on or around 5 July 2022 to on or around 30 November 2023;

Particulars

The following JB Hi-Fi Online Store web pages contain the text in paragraphs 31(e)(ii) to 31(e)(iv) above:

- (i) 5 July 2022: <https://support.jbhifi.com.au/hc/en-au/articles/360052939234-Website-terms-of-sale>;
- (ii) 30 November 2023: <https://support.jbhifi.com.au/hc/en-au/articles/360052939234-Website-terms-of-sale>;

- (v) otherwise denies the allegations in paragraph 31(e).
32. To paragraph 32, it:
- (a) says that for the period in or around January 2014 to in or around May 2022 it did not sell the JB Hi-Fi Extended Care Products on the JB Hi-Fi Online Store;
 - (b) refers to and repeats its responses in paragraphs 30 and 31 above; and
 - (c) otherwise denies the allegations in paragraph 32.
33. To paragraph 33:
- (a) it denies the allegations made in sub-paragraph 33(a) and refers to and repeats its response in paragraphs 30 to 32;

- (b) it denies the allegations made in sub-paragraph 33(b) and refers to and repeats its response in paragraphs 30 to 32.

E.3 Features of both the In Store and Online Sales Processes and the Cautionary Matters

34. To paragraph 34:

- (a) as to paragraph 34(a) it:
 - (i) refers to paragraph 11(a)(i);
 - (ii) admits that the terms of the JB Hi-Fi Extended Care Products were not negotiable with a customer, and otherwise denies the allegations in paragraph 34(a);
- (b) as to paragraph 34(b) it:
 - (i) admits that during the period from on or about 1 July 2011 to on or about 1 February 2022 the price payable by a customer for a JB Hi-Fi Extended Care Product was determined by reference to the relevant good to which the JB Hi-Fi Extended Care Product attached as set in the column bearing the title "Consumer Price" in the Administrator Agreements, as amended from time to time by agreement between JB Hi-Fi and the Administrators;

Particulars

Schedule 4 to the 2011 Lumley Schedule 1 Terms; Extended Care Plan rate card effective on or about 1 January 2013; Extended Care Plan rate card effective on or about 21 October 2013 until on or about 31 December 2013; Extended Care Plan rate card effective on or about 18 February 2014; Extended Care Plan rate card effective on or about 28 July 2014; Extended Care Plan rate card effective on or about 14 August 2014; Extended Care Plan rate card effective on or about 18 January 2016; Extended Care Plan rate card effective on or about 15 April 2016; Extended Care Plan rate card effective on or about 4 July 2016; Schedule 2 to the 2017 Lumley Schedule 1 Terms; Schedule 4 to the September 2017 Lumley Schedule 1 Terms; Schedule 4 to the 2018 Lumley Schedule 1 Terms; Extended Care Plan rate card effective on or about 1 March 2018; Extended Care Plan rate card effective on or about 15 October 2018; Schedule 4 to the 2018 Lumley Variation Schedule 1 Terms; Extended Care Plan rate card effective on or about May 2021.

- (ii) otherwise denies the allegations in paragraph 34(b);
- (c) as to paragraph 34(c) it:

- (i) admits that during the period from 1 February 2022 until on or about 27 September 2023 the price payable by a customer for a JB Hi-Fi Extended Care Product was determined by reference to the plans chosen by the customer with the following prices applicable to each of the replacement cover plans and the repair cover plans:
 - (A) the replacement cover plan was priced at an amount which equated to 15% of the purchase price of the good the subject of the coverage; and
 - (B) the repair cover plan was priced at an amount which equated to 10% of the purchase price of the good the subject of the coverage;
- (ii) admits that during the period from on or about 27 September 2023 until the end of the Relevant Period, the price payable by a customer for a JB Hi-Fi Extended Care Product was determined by reference to the plans chosen by the customer with the following prices applicable to each of the replacement cover plans and the repair cover plans:
 - (A) the replacement cover plan was priced at an amount which equated to 20% of the purchase price of the good the subject of the coverage; and
 - (B) the repair cover plan was priced at an amount which equated to 15% of the purchase price of the good the subject of the coverage;
- (iii) otherwise denies the allegations in paragraph 34(c);
- (d) it denies the allegations in paragraph 34(d) and refers to and repeats paragraph 28 above;
- (e) it refers to paragraph 18A above and otherwise denies the allegations in paragraph 34(e) and says further that:
 - (i) the allegation that JB Hi-Fi did not “adequately disclose” the Cautionary Matters is embarrassing in that the Plaintiff does not identify what JB Hi-Fi did disclose nor how its disclosure was inadequate;

- (ii) it refers to and repeats paragraphs 7(b) and 9, the Particulars to paragraph 21(a) to 21(e) above and paragraph 57 below and says further that if the so-called "Cautionary Matters" did not exist, they could not be disclosed;
 - (f) it denies the allegations in paragraph 34(f).
35. To paragraph 35:
- (a) it denies the allegations in paragraph 35;
 - (b) it refers to paragraphs 28 and 34 above and says further that during the Relevant Period:
 - (i) it provided regular training to its employees in relation to the operation of the ACL and the sale of the JB Hi-Fi Extended Care Products;

Particulars

Schedule 1 to this Defence includes a table of relevant JB Hi-Fi training

- (ii) it required its employees who were authorised to offer for sale the JB Hi-Fi Extended Care Products to complete an assessment which tested their knowledge of the JB Hi-Fi Extended Care Products on a regular basis. Only employees who completed the assessment to JB Hi-Fi's satisfaction were authorised to offer the JB Hi-Fi Extended Care Products for sale;
- (iii) the JB Hi-Fi Online Store contained information about the customer's rights under the ACL and it refers to, and repeats, its response to paragraphs 16 and 31 above.

F. PLAINTIFF'S PURCHASES

- 36. It admits paragraph 36.
- 37. It does not admit the allegations in paragraph 37.
- 38. It does not admit the allegations in paragraph 38.
- 39. It does not admit the allegations in paragraph 39.
- 40. It does not admit the allegations in paragraph 40.
- 41. To paragraph 41:
 - (a) it does not admit the allegations in paragraph 41(a);

- (b) it denies paragraph 41(b);
- (c) it does not admit the allegations in paragraph 41(c);
- (ca) it does not admit the allegations in paragraph 41(ca);
- (d) it denies paragraph 41(d) and says further that:
 - (i) the employee who offered the relevant JB Hi-Fi Extended Care Product for sale to the Plaintiff was authorised to sell JB Hi-Fi Extended Care Products;
 - (ii) as an employee authorised to sell JB Hi-Fi Extended Care Products, the relevant employee had completed the training referred to in paragraph 28 above and given the requisite declarations to confirm his willingness and ability to comply with the instructions given to him when offering these products for sale to customers;
 - (iii) it was the relevant employee's usual process to inform a customer of the existence of the cooling off period applicable to the sale of JB Hi-Fi Extended Care Products;
- (e) it does not admit the allegations in paragraph 41(e) and repeats its response in paragraph 41(d) above and paragraph 41(h) below;
- (f) it does not admit the allegations in paragraph 41(f) and repeats its response in paragraph 41(d) above and paragraph 41(h) below;
- (g) it denies paragraph 41(g) and repeats its response in paragraph 41(d) above and paragraph 41(h) below;
- (h) it says further that:
 - (i) the Plaintiff's purchase was authorised by an employee with the employee code TDC 32373, to be conducted as a "staff sale";
 - (ii) at or about 9:37am on 21 November 2020 it processed a purchase by the Plaintiff of three items being:
 - (A) a "LG-GB-455UPLE" refrigerator at a price of \$745.17, being a discount to the retail price to reflect the application of the JB Hi-Fi staff discount policy;

- (B) a "JB Home Deliver-Unpack-Connect" service at a price of \$65.00;
 - (C) a JB Hi-Fi Extended Care Product at a price of \$62.67, being a discount to the standard price for this product, to reflect the application of the JB Hi-Fi staff discount policy;
- (iii) the salesperson who sold the refrigerator and the JB Hi-Fi Extended Care Product to the Plaintiff:
- (A) completed the entries in the middle column of the declaration which appears in the JB Hi-Fi Extended Care Product, signed it and handed a copy of it to the Plaintiff;
 - (B) did not receive any commission payment as a result of the sale to the Plaintiff given that it was a staff discount sale;
 - (C) had completed the following training modules on or about the dates listed below:
 - "Understanding Extended Care Jul/Aug 2019" in July 2019;
 - "Understanding Extended Care Sep/Oct 2019" in September 2019;
 - "Understanding Extended Care Oct/Dec 2019" in October 2019;
 - "Understanding Extended Care Dec 2019/Feb 2020" in December 2019;
 - "Understanding Extended Care Feb/Apr 2019" in February 2020;
 - "Understanding Extended Care Mar/Jun 2020" in Apr 2020
 - "Understanding Extended Care Jun/Jul 2020" in June 2020;
 - "Remedies for Faulty Products, ACL Rights & Extended Care" in June 2020;
 - "Understanding Extended Care Jul/Sep 2020" in July 2020;
 - "CCA Training – July 2020" due for completion in August 2020;

- "Understanding Extended Care Sep/Nov 2020" in October 2020 and again in November 2020;
- "Christmas Compliance Refresher (October 2020) v2.0" due for completion in October 2020;
- "Christmas Compliance Refresher (October 2020)" due for completion in November 2020;
- "Understanding Extended Care Nov/Jan 20/21" on 21 November 2020;

(D) followed a standard process when offering the JB Hi-Fi Extended Care Products for sale which involved:

- checking his personal device to identify the period of cover provided for the product under the relevant manufacturer's warranty;
- explaining to the Plaintiff that the JB Hi-Fi Extended Care Product provides certainty in relation to the temporal period which applies to the JB Hi-Fi Extended Care Product, which can be contrasted with the uncertain duration of the rights provided under the ACL;
- attaching a copy of the JB Hi-Fi Extended Care Product terms and the brochure titled "Refunds & Warranties Understanding your Rights Consumer Electronic Devices, Home Appliances & Home Entertainment Products", together with a hard copy of the order form, and asking that the Plaintiff proceed to the payment area to make payment for the items.

42. It does not admit paragraph 42.

43. It does not admit paragraph 43.

44. It refers to and repeats its response in paragraph 41(h)(ii) above and otherwise denies the allegations in paragraph 44.

45. It denies the allegations in paragraph 45.

46. It denies the allegations in paragraph 46 and refers to and repeats its response in paragraph 41 above.
47. It does not admit paragraph 47.
48. It does not admit paragraph 48.
49. To paragraph 49:
- (a) it admits that the Plaintiff received a text message at or about 9:41am on 21 November 2020 which stated "Thanks for your JB Hi-Fi Order 46460-25. Your goods are scheduled for delivery on 23/11/20. You will receive a 2 hour delivery window the day prior to your delivery. For full T&Cs: <https://www.jbhifi.com.au/pages/home-delivery-terms-of-sale>";
 - (b) it otherwise denies the allegations in paragraph 49.

50. It admits paragraph 50.
51. It does not admit paragraph 51.
52. It admits paragraph 52.

G. PURCHASES OF CONSUMER GOODS AND EXTENDED WARRANTIES BY GROUP MEMBERS

53. It does not admit the allegations in paragraph 53.
54. It denies the allegations in paragraph 54.
55. To paragraph 55, it:
- (a) refers to and repeats paragraphs 7(b) and 9 above;
 - (b) otherwise denies the allegations in paragraph 55.

H. MISLEADING OR DECEPTIVE CONDUCT

H.1 Longer Cover Misleading Conduct Contraventions

56. To paragraph 56, it:
- (a) says that whether any particular sale of a 2011 to 2023 JB Hi-Fi Extended Care Product followed (or did not follow) the system or process set out in paragraph 28 above (or any other system or process, including that alleged in ASOC [28]) requires consideration of the individual circumstances of that particular transaction;

(b) otherwise denies the allegations in paragraph 56.

56A. It denies the allegations in paragraph 56A and refers to and repeats paragraph 56(a) above.

57. To paragraph 57, it:

- (a) says that the alleged representations were not representations “as to a future matter” in that they are not “in the nature of a promise, forecast, prediction or other like statement about something that will only transpire in the future — that is, a representation which is not capable of being proven to be true or false when made”;
- (b) refers to and repeats paragraph 18A above;
- (c) otherwise denies the allegations in paragraph 57.

Particulars

JB Hi-Fi's reasonable grounds for making statements about the period of cover provided under the 2011 to 2023 JB Hi-Fi Extended Care Products included the following matters:

- (i) the content of the JB Hi-Fi Extended Care Products referred to in paragraph 21(f) and Particulars (i) to (iv) to paragraph 18A(b)(vii) above, including the Comparison Table, was a verbatim reproduction (or substantial reproduction) of the parts of the Lumley ACCC Undertaking identified in paragraph 21(f) above;
- (ii) the “Undertaking to the Australian Competition and Consumer Commission given for the purposes of section 87B” by Apple Pty Ltd ACN 002 510 054 dated 16 December 2013 required Apple Pty Ltd to publish on its website the statement: “Without limiting consumers' rights, Apple will provide its own remedies equivalent to those remedies in the consumer guarantee provisions of the Australian Consumer Law at any time within 24 months of the date of purchase. For the avoidance of doubt, Apple acknowledges that the Australian Consumer Law may provide remedies beyond 24 months for a number of its products” (paragraph 24 of that undertaking);
- (iii) the content of the Blue Brochures, which set out a reasoned and reasonable interpretation, and explanation, of the operation of the Statutory Guarantee (that being a comparator in respect of which statements were made about the period of cover provided under the 2011 to 2023 JB Hi-Fi Extended Care Products);
- (iv) the proceeding by the Australian Competition and Consumer Commission against Fisher & Paykel Customer Services Pty Ltd and Domestic & General Services Pty Ltd in Federal Court of Australia proceedings numbered NSD2309/2013;

- (v) the end of the temporal period of cover under the JB Hi-Fi Extended Care Products is a date which arises after the last date on which a manufacturer's warranty will provide:
- repair or replacement services in relation to all component parts of the relevant JB Hi-Fi good for Repair Cover plans; and
 - replacement services in relation to all component parts of the relevant JB Hi-Fi good for Replacement Cover plans;
- (vi) in relation to the 2009 JB Hi-Fi Extended Care Product between 1 January 2011 and 9 March 2011, the end of the temporal period of cover is a date which arises after the last date on which the JB Hi-Fi Minimum Voluntary Warranty will provide:
- where the relevant good is a television, a desktop computer or audio visual equipment with a manufacturer's warranty of at least twelve months, repair or replacement services in relation to all component parts of the relevant JB Hi-Fi good for Repair Cover plans of at least two years' duration;
 - where the relevant good is a television, a desktop computer or audio visual equipment with a manufacturer's warranty of greater than eighteen months, repair or replacement services in relation to all component parts of the relevant JB Hi-Fi good for Repair Cover plans;
 - where the relevant good is not a television, a desktop computer or audio visual equipment, and has a manufacturer's warranty of greater than twelve months, repair or replacement services in relation to all component parts of the relevant JB Hi-Fi good for Repair Cover plans; and
 - replacement services in relation to all component parts of the relevant JB Hi-Fi good for Replacement Cover plans;
- (vii) In relation to the 2009 JB Hi-Fi Extended Care Product on or after 10 March 2011, and the July 2011 JB Hi-Fi Extended Care Product, the February 2014 JB Hi-Fi Extended Care Product, the July 2014 JB Hi-Fi Extended Care Product, the January 2016 JB Hi-Fi Extended Care Product, the May 2016 JB Hi-Fi Extended Care Product, the August 2017 JB Hi-Fi Extended Care Product, the February 2018 JB Hi-Fi Extended Care Product, the October 2018 JB Hi-Fi Extended Care Product, the October 2020 JB Hi-Fi Extended Care Product, the August 2021 JB Hi-Fi Extended Care Product, the February 2022 JB Hi-Fi Extra Care Product, and the October 2023 JB Hi-Fi Extra Care Product, the end of the temporal period of cover is a date which arises after the last date on which the JB Hi-Fi Minimum Voluntary Warranty will provide:

- for JB Hi-Fi goods with a manufacturer's warranty of at least twelve months, repair or replacement services in relation to all component parts of the relevant JB Hi-Fi good for Repair Cover plans; and
 - replacement services in relation to all component parts of the relevant JB Hi-Fi good for Replacement Cover plans;
- (viii) the key terms and conditions of the 2011 to 2023 JB Hi-Fi Extended Care Products were on back-to-back terms with the Administrator Agreements as set out in paragraph 15(b) above in circumstances where, as recorded in the Lumley ACCC Undertaking:

[2.1] ... Since at least 1 January 2011, Lumley has underwritten indemnity agreements with Australian retailers of household electronic and white goods (the retailers), against liabilities incurred by those retailers to consumers;

[2.2] The terms and conditions of cover under the customer care plans are published in brochures provided to consumers at the point of sale. In some instances, they are also made available on the retailers' websites. The brochures are drafted by Lumley, in conjunction with the retailers;

[2.3] Lumley offers consumers two types of plans. One plan covers consumers for the costs of parts, labour and service call out fees required for faulty products to be repaired to normal working order and the second plan provides features such as product replacement terms...";

58. To paragraph 58, it:

- (a) denies the allegations in paragraph 58;
- (b) refers to and repeats paragraphs 7(b), 9, 20, 26(c) to 26(e), 34(e)(i) and 57 above;
- (c) says further that the use of the term "most" is embarrassing in that the Plaintiff does not identify:
 - (i) in respect of which "Consumer Goods sold by JB Hi-Fi" the "period of time for which the Statutory Guarantee operated or was likely to operate exceeded the period of time for which the Extended Warranty operated" nor does it identify the "Consumer Goods sold by JB Hi-Fi" in respect of which the period of time for which the JB Hi-Fi Extended Care Product operated exceeded or was likely to exceed the "period of time for which the Statutory Guarantee operated";

- (ii) the period of cover which he alleges automatically applied to the Fridge “by reason of the Statutory Guarantee”.

59. It denies the allegations in paragraph 59.

H.2 Additional Benefits Misleading Conduct Contraventions

60. It denies the allegations in paragraph 60 and refers to and repeats paragraph 56(a) above.

61. To paragraph 61:

- (a) it refers to and repeats paragraph 18(b) above, says further that exclusions are a common feature of products such as the JB Hi-Fi Extended Care Products and otherwise denies the allegations in paragraph 61(a);
- (b) it denies the allegations in paragraph 61(b);
- (c) it denies the allegations in paragraph 61(c);
- (d) it denies the allegations in paragraph 61(d);
- (e) it denies the allegations in paragraph 61(e) and says that it will rely upon the full terms and effect of the 2011 to 2023 JB Hi-Fi Extended Care Products at trial; and
- (f) refers to and repeats paragraphs 26(c) to 26(e) and 57 above;

Particulars

- (i) JB Hi-Fi refers to and repeats paragraphs 18A and 22 and the Particulars to paragraphs 18A and 57 above.
- (ii) the 2011 to 2023 JB Hi-Fi Extended Care Products provided benefits to Consumers in the form of greater certainty as to coverage than any remedies provided by the Statutory Guarantee, which:
 - does not prescribe any time period but, rather, conditions any right of a Consumer to a remedy under section 259 of the ACL on what a reasonable consumer (one who is fully acquainted with the state and condition of the goods, including any hidden defects of the goods), would consider to be “acceptable quality”; and
 - states the available remedies available to a Consumer in general and imprecise terms, including by reference to remedying a non-major failure “within a reasonable time” (section 259(2)(a)), recovery of “all reasonable costs incurred by the consumer in having the failure so remedied” (section 259(2)(b)(i)), exclusions where a “failure to comply with the guarantee occurred only because of a cause independent of human control that occurred after the goods left the

control of the supplier" (section 259(5)), the circumstances in which a failure of a good constitutes a "major failure" (such as whether "the goods are substantially unfit for a purpose for which goods of the same kind are commonly supplied and they cannot, easily and within a reasonable time, be remedied to make them fit for such a purpose" (section 260(1)(c)) and the circumstances in which a Consumer may or may not reject goods, the "rejection period" being defined as "the period from the time of the supply of the goods to the consumer within which it would be reasonable to expect the relevant failure to comply with a guarantee referred to in section 259(1)(b) to become apparent having regard to: (a) the type of goods; and (b) the use to which a consumer is likely to put them; and (c) the length of time for which it is reasonable for them to be used; and (d) the amount of use to which it is reasonable for them to be put before such a failure becomes apparent" (section 262(2));

- (iii) the 2011 to 2023 JB Hi-Fi Extended Care Products provided a benefit in the form of the convenience of access to experienced operational and technical staff to identify the relevant fault and then manage the process for the repair or replacement of the product which was not a benefit available to the customer under the ACL;
- (iv) the 2011 to 2023 JB Hi-Fi Extended Care Products provided a benefit in the form of a commitment to effect repair within a specified period of time, which is not a commitment which is specified under the ACL;
- (v) the 2011 to 2023 JB Hi-Fi Extended Care Products provided a benefit in the in the form of access to a toll free telephone or internet service to notify of a fault with a good which is not a service required under the ACL;
- (vi) the 2011 to 2023 JB Hi-Fi Extended Care Products provided a benefit in the form of protection from mechanical or electrical failure arising from reasonable wear and tear which is not a benefit available to the customer under the ACL;
- (vii) in accordance with their terms, the 2011 to 2023 JB Hi-Fi Extended Care Products also provided a benefit in the form of a commitment to make a payment to compensate a customer from spoiled food in the event of a failure of a refrigerator or freezer (for Repair Cover plans only), or to compensate for laundry costs in the event of a failure of a washing machine or dryer (for Repair Cover plans only), which is not a benefit which is identifiable under the ACL;
- (viii) the 2011 to 2021 JB Hi-Fi Extended Care Products provided a benefit in the in the form of access to a loan product which is not a service required under the ACL.

H.3 Material Value Misleading Conduct Contraventions

- 63. It denies the allegations in paragraph 63 and refers to and repeats paragraphs 33(b) and 56(a) above.
- 64. It denies the allegations in paragraph 64 and refers to and repeats paragraphs 26(c) to 26(e), and 57 above.
- 65. It denies the allegations in paragraph 65.

H.4 Cautionary Matters Conduct Contraventions

- 66. To paragraph 66, it refers to and repeats paragraphs 34 and 56(a) above and:
 - (a) admits that a Consumer who purchased a good from JB Hi-Fi was entitled to the Statutory Guarantee and otherwise denies the allegations in paragraph 66(a);
 - (b) does not admit the allegations in paragraph 66(b);
 - (c) does not admit the allegations in paragraph 66(c);
 - (d) does not admit the allegations in paragraph 66(d);
 - (e) refers to and repeats paragraphs 26(c) to 26(e) and 57 above.
- 67. It denies the allegations in paragraph 67.
- 68. It denies the allegations in paragraph 68 and refers to and repeats paragraphs 34 and 35 above.
- 69. It denies the allegations in paragraph 69.

H.5 Other ACL Conduct Contraventions

- 69A. It denies the allegations in paragraph 69A and refers to and repeats paragraph 56(a) above.
- 69B. It denies the allegations in paragraph 69B and refers to and repeats paragraph 56(a) above.
- 70. It denies the allegations in paragraph 70.
- 70A. It denies the allegations in paragraph 70A and refers to and repeats paragraphs 26(c) to 26(e), and 57 above.
- 71. It denies the allegations in paragraph 71.
- 72. It denies the allegations in paragraph 72.

H.6 Misleading or Deceptive Conduct – Reliance

- 72A. It denies the allegations in paragraph 72A.

72B. It denies the allegations in paragraph 72B.

72C. It denies the allegations in paragraph 72C.

I. UNCONSCIONABLE CONDUCT

73. To paragraph 73:

- (a) it refers to and repeats paragraphs 57 and 61 above;
- (b) it otherwise denies the allegations in paragraph 73.

74. It denies the allegations in paragraph 74.

75. It denies the allegations in paragraph 75.

76. It denies the allegations in paragraph 76.

J. LOSS AND DAMAGE BECAUSE OF THE STATUTORY CONVENTIONS

77. To paragraph 77:

- (a) it denies the allegations in paragraph 77;
- (b) it says further that:
 - (i) any cause of action of a Group Member under section 236 of the ACL which accrued before 9 December 2017 is statute-barred by section 236(2) of the ACL;
 - (ii) any cause of action of a Group Member under section 237 and/or section 243 of the ACL which accrued before 9 December 2017 is statute-barred by section 237(3) of the ACL;
 - (iii) any cause of action of a Group Member under section 12GF of the ASIC Act which accrued before 9 December 2017 is statute-barred by section 12GF(2) of the ASIC Act;
 - (iv) any cause of action of a Group Member under section 12GM of the ASIC Act which accrued before 9 December 2017 is statute-barred by section 12GM(5) of the ASIC Act; and/or
 - (v) the effect of the above is that any claim of a Group Member under those statutory provisions arising from a purchase of an "Extended Warranty" (defined in ASOC [1(d)]) before 9 December 2017 is statute-barred.

K. MISTAKE

78. It denies the allegations in paragraph 78.

79. To paragraph 79:

(a) it denies the allegations in paragraph 79;

(b) it says further that:

(i) whether or not any particular Group Member laboured under one or more of the mistakes alleged in paragraph 79 requires consideration of the individual circumstances of that particular transaction and the state of mind of that Group Member and the cause of action alleged requires the Court to find that an individual Group Member held the alleged mistaken beliefs and that JB Hi-Fi was aware of that fact;

(ii) the allegation is embarrassing in that it does not identify which of the alleged mistakes were allegedly made by the Plaintiff nor does it identify the fundamental terms of the 2011 to 2023 JB Hi-Fi Extended Care Products in respect of which it is alleged that the Plaintiff and at least some Group Members were mistaken;

(iii) the matters alleged at ASOC [43(b)] to [43(d)] do not involve any mistake as to any term, or any fundamental term, of the 2011 to 2023 JB Hi-Fi Extended Care Products.

80. It denies the allegations in paragraph 80.

80A. It denies the allegations in paragraph 80A and refers to and repeats paragraph 79(b) above.

81. It denies the allegations in paragraph 81.

82. It denies the allegations in paragraph 82.

83. It denies the allegations in paragraph 83.

84. It denies the allegations in paragraph 84.

85. To paragraph 85:

(a) it denies the allegations in paragraph 85;

- (b) it says further that whether or not any particular Group Member did not discover, and could not with reasonable diligence have discovered, the so-called “Extended Warranty Mistakes” requires consideration of the individual circumstances of that particular Group Member, including the state of mind of that Group Member.

85A. It says in further response to ASOC [79] to [85] that:

- (a) those claims which accrued before 9 December 2017 in Victoria, New South Wales, Western Australia, Queensland, South Australia, Tasmania or the Australian Capital Territory are statute barred, by reason of:
 - (i) section 5(1) of the *Limitation of Actions Act 1995* (Vic);
 - (ii) section 14(1) of the *Limitation Act 1969* (NSW);
 - (iii) section 13(1) of the *Limitation Act 2005* (WA);
 - (iv) section 10(1) of the *Limitation of Actions Act 1974* (Qld);
 - (v) section 35(a) of the *Limitation of Actions Act 1936* (SA);
 - (vi) section 4(1) of the *Limitation Act 1974* (Tas);
 - (vii) section 11(1) of the *Limitation Action 1985* (ACT);
- (b) those claims which accrued before 9 December 2020 in the Northern Territory are statute barred, by reason of section 12(1) of the *Limitation Act 1981* (NT);
- (c) where there is a corresponding remedy at law in respect of the same matter and the remedy at law is barred by a limitation statute, equity will apply the statutory bar by analogy unless reliance by JB Hi-Fi on the statutory bar would in the circumstances be unconscionable.

Particulars

JB Hi-Fi refers to the statutory provisions identified in paragraphs 77(b), 85A, 87 and 88 above.

L. FAILURE OF CONSIDERATION

- 86. It denies the allegations in paragraph 86.
- 87. It denies the allegations in paragraph 87 and refers to and repeats paragraph 85A above.

M. LOSS AND DAMAGE BECAUSE OF MISTAKE AND FAILURE OF CONSIDERATION

88. It denies the allegations in paragraph 88 and refers to and repeats paragraph 85A above.

N. ORDERS SOUGHT BY THE PLAINTIFF

89. It denies the allegations in paragraph 89 and refers to and repeats paragraphs 77(b), 85A, 87 and 88 above.

O. COMMON QUESTIONS OF LAW OR FACT

90. It says that the identification of the common questions for determination at the initial trial is a matter to be determined by the Court and otherwise does not plead to Section O of the ASOC as there are no allegations pleaded against it.

Dated: 2 August 2024

RG CRAIG

AN MCROBERT

A handwritten signature in blue ink, reading "Herbert Smith Freehills", is written over a horizontal line.

Herbert Smith Freehills
Solicitors for the Defendant

SCHEDULE 1**FURTHER PARTICULARS TO PARAGRAPHS 28 AND 35**

Date	Description of training
November 2010	<ul style="list-style-type: none"> • Staff sign off sheet regarding Blue Brochure
November 2011	<ul style="list-style-type: none"> • Staff sign off sheet regarding Blue Brochure
November 2013	<ul style="list-style-type: none"> • CCA training video • CCA Key Points for Store Staff • CCA quiz for store staff
December 2013	<ul style="list-style-type: none"> • Instructions to stores regarding new Blue Brochure
February 2014	<ul style="list-style-type: none"> • Extended Care training slide pack • Extended Care training completion declaration • Extended Care salesperson toolkit
June 2015	<ul style="list-style-type: none"> • Consumer Guarantees & Extended Care Training Presentation • Consumer Guarantees & Extended Care quiz for store staff
January 2016	<ul style="list-style-type: none"> • Consumer Guarantees and Extended Care training presentation
February 2016	<ul style="list-style-type: none"> • Consumer Guarantees and Extended Care training presentation
October 2016	<ul style="list-style-type: none"> • Remedies for Faulty Products & ACL Rights (Consumer Guarantees) Training Presentation • Extended Care Training Presentation • Remedies for Faulty Products & ACL Rights Training Quiz • Extended Care Training Quiz
March 2017	<ul style="list-style-type: none"> • Understanding Extended Care Feb/Mar 2017
May 2017	<ul style="list-style-type: none"> • Understanding Extended Care Apr/May 2017
June 2017	<ul style="list-style-type: none"> • Remedies for Faulty Products & ACL rights training presentation • Remedies for Faulty Products quiz for store staff • Remedies for Faulty Products and ACL rights key points for store staff • Extended Care training presentation • Extended Care quiz for store staff
July 2017	<ul style="list-style-type: none"> • Understanding Extended Care Jun/Jul 2017
September 2017	<ul style="list-style-type: none"> • Understanding Extended Care Aug/Sep 2017
November 2017	<ul style="list-style-type: none"> • Understanding Extended Care Oct/Nov 2017
December 2017	<ul style="list-style-type: none"> • Understanding Extended Care Nov/Dec 2017
February 2019	<ul style="list-style-type: none"> • Remedies for Faulty Products, ACL & Extended Care training module
April 2019	<ul style="list-style-type: none"> • Understanding Extended Care February/April 2019
August 2019	<ul style="list-style-type: none"> • Understanding Extended Care July/August 2019
October 2019	<ul style="list-style-type: none"> • Understanding Extended Care September/October 2019
December 2019	<ul style="list-style-type: none"> • Understanding Extended Care October/December 2019
February 2020	<ul style="list-style-type: none"> • Understanding Extended Care December 2019 / February 2020
April 2020	<ul style="list-style-type: none"> • Understanding Extended Care February/April 2020

Date	Description of training
May 2020	<ul style="list-style-type: none"> Remedies for Faulty Products, ACL & Extended Care training module
June 2020	<ul style="list-style-type: none"> Understanding Extended Care March/June 2020
July 2020	<ul style="list-style-type: none"> CCA training
September 2020	<ul style="list-style-type: none"> Understanding Extended Care July/September 2020
October 2020	<ul style="list-style-type: none"> Extended Care training module Remedies for Faulty Products training module Christmas compliance refresher training module (October 2020)
November 2020	<ul style="list-style-type: none"> Understanding Extended Care September/November 2020
December 2020	<ul style="list-style-type: none"> Christmas compliance refresher training module
January 2021	<ul style="list-style-type: none"> Understanding Extended Care November 2020/January 2021
March 2021	<ul style="list-style-type: none"> Understanding Extended Care January/March 2021
May 2021	<ul style="list-style-type: none"> Remedies for Faulty Products and Extended Care training module Remedies for Faulty Products management training module Understanding Extended Care March/May 2021
June 2021	<ul style="list-style-type: none"> Remedies for Faulty Products management training module Understanding Extended Care May/June 2021
July 2021	<ul style="list-style-type: none"> CCA training
August 2021	<ul style="list-style-type: none"> Understanding Extended Care June/August 2021
October 2021	<ul style="list-style-type: none"> Understanding Extended Care August/October 2021 Christmas compliance refresher training module
November 2021	<ul style="list-style-type: none"> Extended Care training module
January 2022	<ul style="list-style-type: none"> JB Hi-Fi Extra Care training
May 2022	<ul style="list-style-type: none"> Extra Care training module Remedies for Faulty Products training
July 2022	<ul style="list-style-type: none"> CCA training
August 2022	<ul style="list-style-type: none"> Remedies for Faulty Products management training module
November 2022	<ul style="list-style-type: none"> Extra Care training module Remedies for Faulty Products training
May 2023	<ul style="list-style-type: none"> Extra Care training module Remedies for Faulty Products training
November 2023	<ul style="list-style-type: none"> Extra Care training module Remedies for Faulty Products training Remedies for Faulty Products Management training module

SCHEDULE 2

FURTHER PARTICULARS TO PARAGRAPH 15

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
(iii)	July 2014	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 5 from "Wesfarmers General Insurance Limited" to "WFI Insurance Limited"
(iii)	July 2014	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 6 from "Wesfarmers General Insurance Limited" to "WFI Insurance Limited"
(iii)	July 2014	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 7 from "Wesfarmers General Insurance Limited" to "WFI Insurance Limited"
(iii)	July 2014	2014 Lumley Schedule 1 Terms	the replacement in the "Toll Free – Technical Assistance" section on page 7 of the description of the Product as an "Extended Care plan" to the description of the Product as an "Extended Care Agreement"
(iii)	July 2014	2014 Lumley Schedule 1 Terms	the replacement in the "Transferability" section on page 7 of the phrase "sale" to "sale or gifting"
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the deletion on page 5 of the "Food Spoilage" section
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the deletion on page 5 of the "Laundry Costs" section
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the deletion on page 6 of the "Cover outside Australia" section
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the replacement on page 6 of the "Freight/Delivery" section to the following words: ON-SITE REPAIRS

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
			<p>In the event Your Product is not working and is the subject of a valid claim, We will arrange and pay for an Authorised Repairer to attend the site if it is within a 100 kilometre radius of an Authorised Repairer.</p> <p>You are responsible for all travelling and transport costs and in-transit insurance if You request any repair to be performed at premises that is beyond a 100 kilometre radius of an Authorised Repairer.</p>
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the deletion on page 6 of the "Loan Product" section
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the replacement on page 6 of the phrase "12 (twelve) months" to "5 (five) years"
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	<p>the replacement on page 6 of the "Period of Cover" section to the following words:</p> <p>PERIOD OF COVER</p> <p>Extended Care Agreement cover commences at the expiration of the 5 year manufacturer's warranty for Your Product. If Your Product is replaced by the manufacturer, your Extended Care Agreement cover will still commence on the same date (i.e. the expiration of the original 5 year manufacturer's warranty for Your Product).</p>
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the insertion on page 7 in the "Definitions" section of the sentence "Authorised Repairer means an authorised service centre or repair agent appointed to service or repair a specified manufacturer's products."
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley	the deletion on page 7 of the "Toll Free Technical Assistance" section

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
		contained in the letter dated 19 September 2014	
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the deletion on page 7 of the "Back Up of Data" section
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the insertion on page 7 of a requirement that claims must be made by calling the Administrator in Australia, and that the phone number for the Administrator in New Zealand did not apply
(iv)	July 2014	the terms of Schedule 1 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 19 September 2014	the stipulation that notwithstanding the table on page 3, the Product provided coverage for a period of 3 years from the expiry of the 5 year manufacturer's warranty, even though the total period of cover would then exceed 5.5 years
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the deletion on page 5 of the "Food Spoilage" section
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the deletion on page 5 of the "Laundry Costs" section
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the deletion on page 6 of the "Cover outside Australia" section
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the replacement on page 6 of the "Freight/Delivery" section to the following words: ON-SITE REPAIRS In the event Your Product is not working and is the subject of a valid

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
			<p>claim, We will arrange and pay for an Authorised Repairer to attend the site if it is within a 100 kilometre radius of an Authorised Repairer.</p> <p>You are responsible for all travelling and transport costs and in-transit insurance if You request any repair to be performed at premises that is beyond a 100 kilometre radius of an Authorised Repairer.</p>
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the deletion on page 6 of the "Loan Product" section
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the replacement on page 6 of the phrase "12 (twelve) months" to "5 (five) years"
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	<p>the replacement on page 6 of the "Period of Cover" section to the following words:</p> <p>PERIOD OF COVER</p> <p>Extended Care Agreement cover commences at the expiration of the 5 year manufacturer's warranty for Your Product. If Your Product is replaced by the manufacturer, your Extended Care Agreement cover will still commence on the same date (ie: the expiration of the original 5 year manufacturer's warranty for Your Product).</p>
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the insertion on page 7 in the "Definitions" section of the sentence "Authorised Repairer means an authorised service centre or repair agent appointed to service or repair a specified manufacturer's products."
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the	the deletion on page 7 of the "Toll Free Technical assistance" section

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
		letter dated 14 September 2015	
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the deletion on page 7 of the "Back-up of Data" section
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the insertion on page 7 of a requirement that claims must be made by calling the Administrator in Australia, and that the phone number for the Administrator in New Zealand did not apply
(v)	July 2014	the terms of Schedule 2 to the agreement between JB Hi-Fi and Lumley contained in the letter dated 14 September 2015	the stipulation that notwithstanding the table on page 3, the Product provided coverage for a period of 3 years from the expiry of the 5 year manufacturer's warranty, even though the total period of cover would then exceed 5.5 years
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 5 from "Wesfarmers General Insurance Limited" to "WFI Insurance Limited"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement on page 5 of the term "Extended Care Agreement" to "Extended Care Plan"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the insertion of the phrase "expiration of the" in the following words which appear on page 5: For Repair Cover Plans, cover commences at the expiration of JB Hi-Fi's Minimum Voluntary Warranty Period described on Page 2 of this brochure or the expiration of the original Manufacturer's Warranty, whichever occurs later.
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement on page 5 of "This Extended Care" and "the cover" with "Your Extended Care"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the deletion on page 5 of the phrase "under this Extended Care Agreement" in the "What Is Covered" section
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the insertion of the phrase "our obligations to You under" and the word "cover" in the following words which appear on page 5:

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
			Payment to You or replacement of Your Product shall constitute fulfilment of our obligations to You under this Extended Care Agreement and cover will not transfer to a new product.
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the insertion of the following words which appear on page 5: subject to a satisfactory inspection to confirm that the fault is covered by Your Plan. For goods costing less than \$500 this assessment will be carried out on the phone and in-store. For goods costing over \$500 the assessment will be carried out by the Administrator's authorised repair agent.
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement on page 5 of the phrase "this Extended Care Agreement's" to "the Plan's"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement on page 6 of the word "TV's" with "TVs"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 6 from "Wesfarmers General Insurance Limited" to "WFI Insurance Limited"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the amendment of the "Period of Cover" section on page 6 and associated sections to include coverage for Whitegoods
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the amendment on page 7 of the "RPL2EW" period of cover to be two years, not one
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the insertion on page 7 of the phrase "For Replacement Cover Plans"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement on page 7 of the phrase "whichever is the later" to "whichever occurs later"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement on page 7 of the terms "Extended Care Agreement" and "this Extended Care Agreement" to "Extended Care Plan" and "Your Extended Care Plan"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the amendment on page 7 of terms relating to the increased maximum limit of cover under a Replacement Cover plan, from three years to four years
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 7 from "Wesfarmers General Insurance Limited" to "WFI Insurance Limited"
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the replacement in the "Transferability" section on page 7 of the phrase "sale" to "sale or gifting"

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
(vi)	January 2016	2014 Lumley Schedule 1 Terms	the amendment on page 7 of the definitions to insert references to amended plan codes and whitegoods
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 8 from "Wesfarmers General Insurance Limited" to "WFI Insurance Limited"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 8 of the term "Extended Care Agreement" to "Extended Care Plan"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the insertion of the phrase "expiration of the" in the following words which appear on page 8: For Repair Cover Plans, cover commences at the expiration of JB Hi-Fi's Minimum Voluntary Warranty Period described on Page 2 of this brochure or the expiration of the original Manufacturer's Warranty, whichever occurs later.
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 8 of "This Extended Care" and "the cover" to "Your Extended Care"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the deletion on page 8 of the phrase "under this Extended Care Agreement" in the "What Is Covered" section
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the insertion of the phrase "our obligations to You under" and the word "cover" in the following words which appear on page 8: Payment to You or replacement of Your Product shall constitute fulfilment of our obligations to You under this Extended Care Agreement and cover will not transfer to a new product.
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the deletion on page 8 of the sentence "This Extended Care Agreement provides some benefits which are additional to Your ACL rights, however, some of the benefits may overlap with Your ACL rights."
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the inclusion on page 8 of the sentence "WFI Insurance Limited is backed by IAG, Australia's largest general insurer."
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 8 of the phrases "whichever is the later" and "whichever is later" to "whichever occurs later"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the deletion on page 8 of the phrase "and all other warranties or guarantees expressed or implied by mandatory provisions of law" following the phrase "Your Extended Care

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
			Plan applies in addition to any existing warranty included in the Original Purchase Price for Your Product or insurance applicable"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	<p>the insertion of the following words which appear on page 8:</p> <p>ENTERTAINMENT BENEFIT</p> <p>If Your product is a TV with a purchase price greater than \$1,000, You have a Repair Cover Plan, and the repair takes longer than 10 days from the time of assessment, We will provide you with four (4) movie vouchers upon request, provided you have not and do not utilise the loan product option under this Extended Care Agreement.</p>
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the deletion on page 8 of the "Repair Period Guarantee" exclusion which excluded "repairs when We are not able to provide You with a loan product for use during the repair period"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the insertion on page 9 of the phrase "aim to" before the phrase "to replace with a new product"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the insertion on page 9 of replacement terms allowing for the issue of a "JB Hi-Fi gift card"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the inclusion on page 9 of terms allowing a replacement product to be substituted for store credit in addition to a gift card
(vii)	May 2016	2014 Lumley Schedule 1 Terms	<p>the insertion of the following words which appear on page 9:</p> <p>subject to a satisfactory inspection to confirm that the fault is covered by Your Plan. For goods costing less than \$500 this assessment will be carried out on the phone and in-store. For goods costing over \$500 the assessment will be carried out by the Administrator's authorised repair agent.</p>
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the amendment of the "Period of Cover" section on page 9 and associated sections to include coverage for Whitegoods
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 9 of the term "Extended Care Agreement" to "Plan" and "Extended Care Plan"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 9 of the word "TV's" with "TVs"

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 9 from "Wesfarmers General Insurance Limited" with "WFI Insurance Limited"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the inclusion on page 9 in the "Loan Product" section of the phrase "and may be of a portable nature"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the amendment on page 9 of the standalone component exception to apply it only to Replacement Cover Plans
(vii)	May 2016	2014 Lumley Schedule 1 Terms	deletions on page 10 from the "What is Not Covered" section
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the amendment on page 10 of the "RPL2EW" period of cover to be two years, not one
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the insertion on page 10 of the phrase "For Replacement Cover Plans"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 10 of the phrase "whichever is the later" to "whichever occurs later"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 10 of the terms "Extended Care Agreement" and "this Extended Care Agreement" to "Extended Care Plan" and "Your Extended Care Plan"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the amendment on page 10 of terms relating to the increased maximum limit of cover under a Replacement Cover plan, from three years to four years
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement of the Administrator name on page 10 from "Wesfarmers General Insurance Limited" to "WFI Insurance Limited"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 10 of the Lumley email address with an IAG email address
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the inclusion on page 10 of the words "We'd love to hear your thoughts on how We could improve Our products and services. If at any time You would like to provide feedback please email RescueCrew@iag.com.au"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement in the "Transferability" section on page 10 of the phrase "sale" to "sale or gifting"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the replacement on page 11 of the term "Extended Care Agreement" to "Extended Care Plan"
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the amendment on page 11 of the definitions to insert references to amended plan codes and whitegoods
(vii)	May 2016	2014 Lumley Schedule 1 Terms	the deletion on page 11 of the sentence "The benefits to You under this Extended Care Agreement are in addition to Your rights and

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
			remedies under the Australian Consumer Law."
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the deletion on page 8 of the phrase "and you are not required to pay for them."
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 8 of the Administrator "WFI Insurance" to "Insurance Australia Limited", "IAL Australia" and its details
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 8 of the phrase "IAG, Australia's largest general insurer" to "Australia's largest insurer group"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the insertion on page 9 of the word "a" after the phrase "satisfactory inspection"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 9 of the word "TV's" to "TVs"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 9 of the Administrator "WFI Insurance" to "Insurance Australia Limited (IAL)" and its details
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 9 of the sentence "we will only replace that standalone component" to "we will replace only that standalone component"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 9 of the section heading "Period Of" to "Period of Cover"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the insertion on page 10 of the latter "original" in the parentheses of the sentence "Your Extended Care Plan cover will still commence as set out above (i.e. twelve (12) months after the Original Date of Purchase or upon the expiry of the original Manufacturer's Warranty, whichever occurs later for Your original Product)"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 10 of the Administrator "WFI Insurance" to "IAL"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 11 of the Administrator "WFI Insurance" to "IAL"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the pluralisation on page 11 of the phrase "subject to any rights"
(viii)	August 2017	2017 Lumley Schedule 1 Terms	the replacement on page 11 of the phrase "willful damage" to "wilful damage"
(ix)	August 2017	September 2017 Lumley Schedule 1 Terms	the deletion on page 8 of the phrase "and you are not required to pay for them."
(ix)	August 2017	September 2017 Lumley Schedule 1 Terms	the insertion on page 9 of the word "a" after the phrase "satisfactory inspection"
(ix)	August 2017	September 2017 Lumley Schedule 1 Terms	the replacement on page 9 of the word "TV's" to "TVs"
(ix)	August 2017	September 2017 Lumley Schedule 1 Terms	the replacement on page 9 of the sentence "we will only replace that standalone

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
			component" to "we will replace only that standalone component"
(ix)	August 2017	September 2017 Lumley Schedule 1 Terms	the replacement on page 9 of the section heading "Period Of" to "Period of Cover"
(ix)	August 2017	September 2017 Lumley Schedule 1 Terms	the insertion on page 10 of the latter "original" in the parentheses of the sentence "Your Extended Care Plan cover will still commence as set out above (i.e. twelve (12) months after the Original Date of Purchase or upon the expiry of the original Manufacturer's Warranty, whichever occurs later for Your original Product)"
(ix)	August 2017	September 2017 Lumley Schedule 1 Terms	the pluralisation on page 11 of the phrase "subject to any rights"
(ix)	August 2017	September 2017 Lumley Schedule 1 Terms	the replacement on page 11 of the phrase "willful damage" to "wilful damage"
(x)	February 2018	2018 Lumley Schedule 1 Terms	the insertion on page 9 of the word "a" after the phrase "satisfactory inspection"
(x)	February 2018	2018 Lumley Schedule 1 Terms	the replacement on page 9 of the section heading "Period Of" to "Period of Cover"
(x)	February 2018	2018 Lumley Schedule 1 Terms	the replacement on page 9 of the sentence "We Will only replace that standalone component" to the sentence "We Will replace only that standalone component"
(x)	February 2018	2018 Lumley Schedule 1 Terms	the replacement on page 11 of the phrase "available by contacting Our Administrator" to the phrase "available by contacting the Administrator"
(x)	February 2018	2018 Lumley Schedule 1 Terms	the pluralisation on page 11 the phrase "Subject to any rights"
(x)	February 2018	2018 Lumley Schedule 1 Terms	the replacement on page 11 of the phrase "willful damage" to "wilful damage"
(xii)	October 2020	2018 Lumley Variation Schedule 1 Terms	the replacement on page 8 of JB Hi-Fi's Chadstone Place address to JB Hi-Fi's City Road address
(xii)	October 2020	2018 Lumley Variation Schedule 1 Terms	the insertion on page 8 of the sentence "The Administrator and their group's insurance company are part of Assurant, Inc. a global provider of risk management solutions."
(xii)	October 2020	2018 Lumley Variation Schedule 1 Terms	the insertion on page 9 of whitegoods repair cover plan rows relating to repair codes "5Y2EW500" and "5Y3EW500"
(xii)	October 2020	2018 Lumley Variation Schedule 1 Terms	the rewording on page 10 of the notes to the repair cover plans period of cover, to reflect that combined coverage for whitegoods products of \$500 or less was limited to "5 years", not "6 years"

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
(xii)	October 2020	2018 Lumley Variation Schedule 1 Terms	the replacement on page 10 of emails belonging to The Warranty Group to emails belonging to Assurant
(xii)	October 2020	2018 Lumley Variation Schedule 1 Terms	the replacement on page 11 of "including Asia-Pacific, USA and UK" to "including Asia-Pacific, USA, UK and South Africa"
(xii)	October 2020	2018 Lumley Variation Schedule 1 Terms	the insertion on page 11 of "5Y2EW500" and "5Y3EW500" to the definition of "Repair Cover Plan"
(xiii)	August 2021	2018 Lumley Variation Schedule 1 Terms	the replacement on page 8 of JB Hi-Fi's Chadstone Place address to JB Hi-Fi's City Road address
(xiii)	August 2021	2018 Lumley Variation Schedule 1 Terms	the insertion on page 8 of the sentence "The Administrator and their group's insurance company are part of Assurant, Inc. a global provider of risk management solutions."
(xiii)	August 2021	2018 Lumley Variation Schedule 1 Terms	the insertion on page 9 of whitegoods repair cover plan rows relating to repair codes "5Y2EW500" and "5Y3EW500"
(xiii)	August 2021	2018 Lumley Variation Schedule 1 Terms	the rewording on page 10 of the notes to the repair cover plans period of cover, to reflect that combined coverage for whitegoods products of \$500 or less was limited to "5 years", not "6 years"
(xiii)	August 2021	2018 Lumley Variation Schedule 1 Terms	the replacement on page 10 of emails belonging to The Warranty Group to emails belonging to Assurant
(xiii)	August 2021	2018 Lumley Variation Schedule 1 Terms	the replacement on page 11 of "including Asia-Pacific, USA and UK" to "including Asia-Pacific, USA, UK and South Africa"
(xiii)	August 2021	2018 Lumley Variation Schedule 1 Terms	the insertion on page 11 of "5Y2EW500" and "5Y3EW500" to the definition of "Repair Cover Plan"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement throughout of the phrase "Extended Care Plan" and "Extended Care Agreement" to "JB Hi-Fi Extra Care Plan" and "JB Hi-Fi Extra Care Agreement"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement throughout of the phrase "purchase date" to "date of purchase/delivery"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the heading "JB Hi-Fi Group Pty Limited Extended Care Agreement" to "JB Hi-Fi Extra Care Agreement"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the deletion on page 8 of the sentence "Congratulations on purchasing Your new lifestyle product and electing to protect Your Product with this Extended Care Plan."
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "JB Hi-Fi's Minimum Voluntary Warranty Period" to the phrase "the JB Hi-Fi Minimum Voluntary Warranty Period"

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the alteration on page 8 in grammatical tense of the section "What Is Covered"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the deletion on page 8 of the sentence "However, your Extended Care Plan will not apply to the extent Your Product is otherwise covered and able to be claimed under a Manufacturer's Warranty or JB Hi-Fi's Voluntary Warranty applicable to Your Product (see the "Period of Cover" section for further details)."
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the word "parts" to the phrase "the parts"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "wear and tear" to the phrase "wear & tear"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the insertion on page 8 of the phrase "period of cover" before "Food receipts or photos are required for reimbursement."
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the insertion on page 8 of the phrase "by our authorised repair agent"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the word "assessment" to the word "review"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "Australia Post office" to the phrase "Australia Post location"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "Covered Device" to the word "Product"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the insertion on page 8 of the phrase "to conduct an initial assessment of Your Product" after "during normal business hours"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the insertion on page 8 of the phrase "before We can conduct an initial assessment of Your Product" before "and We may need to coordinate this"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "If we fail to offer You" to "If You are not offered"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "We completed Our initial assessment" to the phrase "Our authorised repair agent completed its initial assessment" before "10 Business Days of the date on which"
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the insertion on pages 8-9 of terms allowing for a repair product to be replaced by a refurbished product instead of being repaired
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the insertion on page 9 of the word "Equivalent" and rewording to reflect its insertion
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the rewording on page 9 of terms stating that replacement products are not limited to the original manufacturer brand of the product

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the rewording on page 9 of terms stating that price differences between original and replacement products will not be refunded
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the inclusion on page 9 of terms allowing a replacement product to be substituted for store credit in addition to a gift card
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the inclusion on page 9 of exclusions relating to other issues caused by weather, electrical storm damage, software, consumer replaceable parts, lost, stolen or irretrievable products, damage to hardware not arising from mechanical or electrical failure and serial number removal or defacing
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the replacement on page 10 of an administrator email with a website, and the removal of phone numbers
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the insertion on page 10 of the sentence "If Your Product is still covered by a manufacturer's warranty, We may require that you reasonably cooperate with Us should we need to make a claim against the manufacturer (including, without limitation, by providing a copy of your original tax invoice to Us)."
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the deletion of the phrase "We'd love to hear your thoughts on how We could improve Our products and services. If at any time You would like to provide feedback please email [insert email address]."
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the rewording on page 10 of the "Back Up of Data" section, including the insertion of the sentence "You must also delete all data on Your Product before submitting it to our authorised repair agent for repair."
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the rewording on page 10 of the "Technical Assistance" section
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the rewording on page 11 of the "Privacy Statement" section to reflect the web-based nature of contact with the Administrator, and the removal of all but the last reference to the United States of America
(xiv)	February 2022	2021 SquareTrade Schedule 1 Terms	the insertion on page 11 of additional definitions and rewording of other definitions
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement throughout of the phrase "Extended Care Plan" and "Extended Care Agreement" to "JB Hi-Fi Extra Care Plan" and "JB Hi-Fi Extra Care Agreement"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement throughout of the phrase "purchase date" to "date of purchase/delivery"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the heading "JB Hi-Fi Group Pty Limited Extended Care

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
			Agreement" to "JB Hi-Fi Extra Care Agreement"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the deletion on page 8 of the sentence "Congratulations on purchasing Your new lifestyle product and electing to protect Your Product with this Extended Care Plan."
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the deletion on page 8 of the sentence "However, your Extended Care Plan will not apply to the extent Your Product is otherwise covered and able to be claimed under a Manufacturer's Warranty or JB Hi-Fi's Voluntary Warranty applicable to Your Product (see the "Period of Cover" section for further details)."
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "JB Hi-Fi's Minimum Voluntary Warranty Period" to the phrase "the JB Hi-Fi Minimum Voluntary Warranty Period"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the alteration on page 8 in grammatical tense of the section "What Is Covered"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the word "parts" to the phrase "the parts"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "wear and tear" to the phrase "wear & tear"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the insertion on page 8 of the phrase "period of cover" before "Food receipts or photos are required for reimbursement."
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the insertion on page 8 of the phrase "by our authorised repair agent"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the word "assessment" to the word "review"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "Australia Post office" to the phrase "Australia Post location"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "Covered Device" to the word "Product"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "You may request a" to the phrase "on Your request we will provide You with"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "then You will be able to request" to "then on Your request we will provide you with"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the insertion on page 8 of the phrase "to conduct an initial assessment of Your Product" after "during normal business hours"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the insertion on page 8 of the phrase "before We can conduct an initial assessment of Your Product" before "and We may need to coordinate this"

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "If we fail to offer You" to "If You are not offered"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 8 of the phrase "We completed Our initial assessment" to the phrase "Our authorised repair agent completed its initial assessment" before "10 Business Days of the date on which"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the insertion on pages 8-9 of terms allowing for a repair product to be replaced by a refurbished product instead of being repaired
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the insertion on page 9 of the word "Equivalent" and rewording to reflect its insertion
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 9 of the phrase "We offer to replace Your Product rather than repair it" to "and We offer to replace Your Product with a new replacement product rather than repair it"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the rewording on page 9 of terms stating that replacement products are not limited to the original manufacturer brand of the product
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the rewording on page 9 of terms stating that price differences between original and replacement products will not be refunded
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the inclusion on page 9 of terms allowing a replacement product to be substituted for store credit in addition to a gift card
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the inclusion on page 9 of exclusions relating to other issues caused by weather, electrical storm damage, software, consumer replaceable parts, lost, stolen or irretrievable products, damage to hardware not arising from mechanical or electrical failure and serial number removal or defacing
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the deletion on page 9 of the commercial use exclusion
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 10 of the phrase "cover outside Australia" to the phrase "worldwide cover"
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 10 of an administrator email with a website, and the removal of phone numbers
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the insertion on page 10 of the sentence "If Your Product is still covered by a manufacturer's warranty, We may require that you reasonably cooperate with Us should we need to make a claim against the manufacturer (including, without limitation, by providing a copy of your original tax invoice to Us)."

Paragraph number	JB Hi-Fi Extended Care Product	Administrator Terms	Variation
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the deletion of the phrase "We'd love to hear your thoughts on how We could improve Our products and services. If at any time You would like to provide feedback please email [insert email address]."
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the rewording on page 10 of the "Back Up of Data" section, including the insertion of the sentence "You must also delete all data on Your Product before submitting it to our authorised repair agent for repair."
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the rewording on page 10 of the "Technical Assistance" section
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the replacement on page 10 of the 7-day transfer notice period to a 30 day notice period
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the rewording on page 11 of the "Privacy Statement" section to reflect the web-based nature of contact with the Administrator, and the removal of all but the last reference to the United States of America
(xv)	October 2023	2021 SquareTrade Schedule 1 Terms	the insertion on page 11 of additional definitions and rewording of other definitions

SCHEDULE 3

FURTHER PARTICULARS TO PARAGRAPH 21

JB Hi-Fi Extended Care Product	Statements included
July 2011	<ul style="list-style-type: none"> • Code 2EW = 2 (two)* years • Code 3EW = 3 (three)* years • Code 4EW = 4 (four)* years <p>...</p> <p>"please note that for each code above, the relevant Extended Care Agreement has a maximum cover of five (5) years from the Original Date of Purchase of Your Product excluding Air Conditioners where the maximum cover of seven (7) years from the Original Date of Purchase applies"</p>
July 2011	<ul style="list-style-type: none"> • Code REP2EW = 2 (two)* years <p>...</p> <p>"please note for REP2EW the Extended Care Agreement has a maximum cover of 3 (three) years (inclusive of the Manufacturer's Warranty period) from Original Date of Purchase of Your Product"</p>
February 2014 July 2014	<p>"Maximum Period of Cover inclusive of all voluntary & manufacturer warranties":</p> <ul style="list-style-type: none"> - Up to 3 Years from date of Purchase (cover expiring on first replacement or payment) for Replacement Cover plans; and - 5.5 Years from date of Purchase for Repair Cover plans."
February 2014 July 2014	<p>PERIOD OF COVER</p> <ul style="list-style-type: none"> • Code 1EW = 1 (one)* year Repair Cover • Code 2EW = 2 (two)* year Repair Cover • Code 3EW = 3 (three)* year Repair Cover <p>...</p> <p>"Please note for each Code above, the relevant Extended Care Agreement has a maximum cover of five and a half years (5.5) years from the Original Date of Purchase of Your Product. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Agreement with a period of coverage greater than 2.5 years (because of the 5.5 year limitation from the Original Date of Purchase referred to above). If You are mistakenly sold an Extended Care Agreement with a period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product) extends beyond the date which is 5.5 years after the Original Date of Purchase of Your Product, please contact your nearest JB Hi-Fi store or our Administrator (Wesfarmers General Insurance Limited) on 1800 621 761 to arrange a refund of the excess cost of your Extended Care Agreement over the cost of an Extended Care Agreement with the longest period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period</p>

JB Hi-Fi Extended Care Product	Statements included														
	for Your Product) does not extend beyond 5.5 years after the Original Date of Purchase of Your Product"														
February 2014 July 2014	<ul style="list-style-type: none"> • Code REP1EW = 1 (one)* year Replacement Cover • Code REP2EW = 2 (two)* year Replacement Cover <p>...</p> <p>"Please note for Replacement Cover the Extended Care Agreement has a maximum cover of 3 (three) years (inclusive of the Manufacturer's Warranty Period) from Original Date of Purchase of Your Product)"</p>														
January 2016 May 2016 August 2017 February 2018 October 2018	<p>"Cover cannot expire later than":</p> <p>(A) Maximum of 4 years from date of Purchase (cover expiring upon first replacement or payment for Replacement Cover plans;</p> <p>(B) Whitegoods – 6 years from the date of purchase. Other goods – maximum of 5 ½ years from date of purchase (less for some products).</p>														
January 2016 May 2016	<p><u>"Repair Cover Plans</u></p> <table border="1" data-bbox="523 913 1313 1485"> <tr> <th data-bbox="531 925 842 1037">Whitegoods Repair Codes</th><th data-bbox="850 925 1305 1037">Coverage Under Extended Care Plan (subject to the limits set out below*)</th></tr> <tr> <td data-bbox="531 1048 842 1093">6Y1000, 6Y2000</td><td data-bbox="850 1048 1305 1093">4 Years</td></tr> <tr> <td data-bbox="531 1104 842 1149">6Y3000, 6Y4000</td><td data-bbox="850 1104 1305 1149">3.5 Years</td></tr> <tr> <td data-bbox="531 1160 842 1238">6Y6000, 6Y10000, 6Y15000</td><td data-bbox="850 1160 1305 1238">2.5 Years</td></tr> <tr> <th data-bbox="531 1249 842 1361">Other Repair Codes (non-Whitegoods)</th><th data-bbox="850 1249 1305 1361">Coverage Under Extended Care Plan (subject to the limits set out below*)</th></tr> <tr> <td data-bbox="531 1373 842 1417">2EW</td><td data-bbox="850 1373 1305 1417">2 Years</td></tr> <tr> <td data-bbox="531 1429 842 1473">3EW</td><td data-bbox="850 1429 1305 1473">3 Years</td></tr> </table> <p>....</p> <p>*Please note:</p> <ul style="list-style-type: none"> • for 2EW and 3EW, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 5½ years from Original Date of Purchase. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 2½ years (because of the 5½ year limitation from the Original Date of Purchase referred to above). For some products the limit may be less than 5½ years. 	Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)	6Y1000, 6Y2000	4 Years	6Y3000, 6Y4000	3.5 Years	6Y6000, 6Y10000, 6Y15000	2.5 Years	Other Repair Codes (non-Whitegoods)	Coverage Under Extended Care Plan (subject to the limits set out below*)	2EW	2 Years	3EW	3 Years
Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)														
6Y1000, 6Y2000	4 Years														
6Y3000, 6Y4000	3.5 Years														
6Y6000, 6Y10000, 6Y15000	2.5 Years														
Other Repair Codes (non-Whitegoods)	Coverage Under Extended Care Plan (subject to the limits set out below*)														
2EW	2 Years														
3EW	3 Years														

JB Hi-Fi Extended Care Product	Statements included														
	<ul style="list-style-type: none"> for the Whitegoods repair codes listed above, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 6 years from Original Date of Purchase. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 3 years (because of the 6 year limitation from the Original Date of Purchase referred to above). If You are mistakenly sold an Extended Care Plan with a period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care cover commences) expires after the relevant limit, please contact your nearest JB Hi-Fi store or Our Administrator (WFI Insurance Limited) on 1800 621 761 to arrange a refund of the excess cost of your Extended Care Plan over the cost of an Extended Care Plan with the longest period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care Cover commences) does not extend beyond the relevant limit." 														
August 2017	<p>"Repair Cover Plans</p> <table border="1" data-bbox="523 1312 1305 1883"> <tr> <th data-bbox="531 1323 842 1424">Whitegoods Repair Codes</th><th data-bbox="850 1323 1297 1424">Coverage Under Extended Care Plan (subject to the limits set out below*)</th></tr> <tr> <td data-bbox="531 1435 842 1491">6Y1000, 6Y2000</td><td data-bbox="850 1435 1297 1491">4 Years</td></tr> <tr> <td data-bbox="531 1503 842 1559">6Y3000, 6Y4000</td><td data-bbox="850 1503 1297 1559">3.5 Years</td></tr> <tr> <td data-bbox="531 1570 842 1648">6Y6000, 6Y10000, 6Y15000</td><td data-bbox="850 1570 1297 1648">2.5 Years</td></tr> <tr> <th data-bbox="531 1659 842 1760">Other Repair Codes (non-Whitegoods)</th><th data-bbox="850 1659 1297 1760">Coverage Under Extended Care Plan (subject to the limits set out below*)</th></tr> <tr> <td data-bbox="531 1771 842 1827">2EW</td><td data-bbox="850 1771 1297 1827">2 Years</td></tr> <tr> <td data-bbox="531 1839 842 1883">3EW</td><td data-bbox="850 1839 1297 1883">3 Years</td></tr> </table> <p>....</p> <p>*Please note:</p> <ul style="list-style-type: none"> for 2EW and 3EW, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's 	Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)	6Y1000, 6Y2000	4 Years	6Y3000, 6Y4000	3.5 Years	6Y6000, 6Y10000, 6Y15000	2.5 Years	Other Repair Codes (non-Whitegoods)	Coverage Under Extended Care Plan (subject to the limits set out below*)	2EW	2 Years	3EW	3 Years
Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)														
6Y1000, 6Y2000	4 Years														
6Y3000, 6Y4000	3.5 Years														
6Y6000, 6Y10000, 6Y15000	2.5 Years														
Other Repair Codes (non-Whitegoods)	Coverage Under Extended Care Plan (subject to the limits set out below*)														
2EW	2 Years														
3EW	3 Years														

JB Hi-Fi Extended Care Product	Statements included										
	<p>Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 5½ years from Original Date of Purchase. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 2½ years (because of the 5½ year limitation from the Original Date of Purchase referred to above). For some products the limit may be less than 5½ years.</p> <ul style="list-style-type: none"> for the Whitegoods repair codes listed above, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 6 years from Original Date of Purchase. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 3 years (because of the 6 year limitation from the Original Date of Purchase referred to above). If You are mistakenly sold an Extended Care Plan with a period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care cover commences) expires after the relevant limit, please contact your nearest JB Hi-Fi store or Our Administrator, IAL on 1800 621 761 to arrange a refund of the excess cost of your Extended Care Plan over the cost of an Extended Care Plan with the longest period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care Cover commences) does not extend beyond the relevant limit." 										
February 2018	<p>*Repair Cover Plans</p> <table border="1"> <tr> <th data-bbox="521 1648 842 1767">Whitegoods Repair Codes</th><th data-bbox="850 1648 1313 1767">Coverage Under Extended Care Plan (subject to the limits set out below*)</th></tr> <tr> <td data-bbox="521 1778 842 1827">6Y1000, 6Y2000</td><td data-bbox="850 1778 1313 1827">4 Years</td></tr> <tr> <td data-bbox="521 1839 842 1888">6Y3000, 6Y4000</td><td data-bbox="850 1839 1313 1888">3.5 Years</td></tr> <tr> <td data-bbox="521 1899 842 1980">6Y6000, 6Y10000, 6Y15000</td><td data-bbox="850 1899 1313 1980">2.5 Years</td></tr> <tr> <td data-bbox="521 1991 842 2092">Other Repair Codes (non-Whitegoods)</td><td data-bbox="850 1991 1313 2092">Coverage Under Extended Care Plan (subject to the limits set out below*)</td></tr> </table>	Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)	6Y1000, 6Y2000	4 Years	6Y3000, 6Y4000	3.5 Years	6Y6000, 6Y10000, 6Y15000	2.5 Years	Other Repair Codes (non-Whitegoods)	Coverage Under Extended Care Plan (subject to the limits set out below*)
Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)										
6Y1000, 6Y2000	4 Years										
6Y3000, 6Y4000	3.5 Years										
6Y6000, 6Y10000, 6Y15000	2.5 Years										
Other Repair Codes (non-Whitegoods)	Coverage Under Extended Care Plan (subject to the limits set out below*)										

JB Hi-Fi Extended Care Product	Statements included	
	2EW	2 Years
	3EW	3 Years
	<p>....</p> <p>*Please note:</p> <ul style="list-style-type: none"> for 2EW and 3EW, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 5½ years from Original Date of Purchase. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 2½ years (because of the 5½ year limitation from the Original Date of Purchase referred to above). For some products the limit may be less than 5½ years. for the Whitegoods repair codes listed above, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 6 years from Original Date of Purchase. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 3 years (because of the 6 year limitation from the Original Date of Purchase referred to above). If You are mistakenly sold an Extended Care Plan with a period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care cover commences) expires after the relevant limit, please contact your nearest JB Hi-Fi store or Our Administrator on 1800 621 761 to arrange a refund of the excess cost of your Extended Care Plan over the cost of an Extended Care Plan with the longest period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care Cover commences) does not extend beyond the relevant limit." 	
October 2018	*Repair Cover Plans	

JB Hi-Fi Extended Care Product	Statements included	
	Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)
	6Y1000, 6Y2000	4 Years
	6Y3000, 6Y4000	3.5 Years
	6Y6000, 6Y10000, 6Y15000	2.5 Years
	Other Repair Codes (non-Whitegoods)	Coverage Under Extended Care Plan (subject to the limits set out below*)
	1EW	1 Year
	2EW	2 Years
	3EW	3 Years
	
	<p>*Please note:</p> <ul style="list-style-type: none"> for 1EW, 2EW and 3EW, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 5½ years from Original Date of Purchase. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 2½ years (because of the 5½ year limitation from the Original Date of Purchase referred to above). For some products the limit may be less than 5½ years. for the Whitegoods repair codes listed above, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 6 years from Original Date of Purchase. For example, if Your Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 3 years (because of the 6 year limitation from the Original Date of Purchase referred to above). If You are mistakenly sold an Extended Care Plan with a period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care cover commences) expires after the relevant limit, please 	

JB Hi-Fi Extended Care Product	Statements included																				
	<p>contact your nearest JB Hi-Fi store or Our Administrator on 1800 621 761 to arrange a refund of the excess cost of your Extended Care Plan over the cost of an Extended Care Plan with the longest period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care Cover commences) does not extend beyond the relevant limit."</p>																				
October 2020 August 2021	<p>"Cover cannot expire later than":</p> <p>(A) Maximum of 4 years from date of Purchase (cover expiring upon first replacement or payment for Replacement Cover plans;</p> <p>(B) Whitegoods – 5 years from date of purchase if purchase price is \$500 or less, otherwise 6 years from the date of purchase. Other goods – maximum of 5 ½ years from date of purchase (less for some products).</p>																				
October 2020 August 2021	<p>*Repair Cover Plans</p> <table border="1" data-bbox="520 1010 1303 1756"> <thead> <tr> <th data-bbox="520 1010 842 1133">Whitegoods Repair Codes</th><th data-bbox="842 1010 1303 1133">Coverage Under Extended Care Plan (subject to the limits set out below*)</th></tr> </thead> <tbody> <tr> <td data-bbox="520 1133 842 1189">5Y2EW500</td><td data-bbox="842 1133 1303 1189">2 Years</td></tr> <tr> <td data-bbox="520 1189 842 1245">5Y3EW500</td><td data-bbox="842 1189 1303 1245">3 Years</td></tr> <tr> <td data-bbox="520 1245 842 1301">6Y1000, 6Y2000</td><td data-bbox="842 1245 1303 1301">4 Years</td></tr> <tr> <td data-bbox="520 1301 842 1357">6Y3000, 6Y4000</td><td data-bbox="842 1301 1303 1357">3.5 Years</td></tr> <tr> <td data-bbox="520 1357 842 1458">6Y6000, 6Y10000, 6Y15000</td><td data-bbox="842 1357 1303 1458">2.5 Years</td></tr> <tr> <th data-bbox="520 1458 842 1581">Other Repair Codes (non-Whitegoods)</th><th data-bbox="842 1458 1303 1581">Coverage Under Extended Care Plan (subject to the limits set out below*)</th></tr> <tr> <td data-bbox="520 1581 842 1637">1EW</td><td data-bbox="842 1581 1303 1637">1 Year</td></tr> <tr> <td data-bbox="520 1637 842 1693">2EW</td><td data-bbox="842 1637 1303 1693">2 Years</td></tr> <tr> <td data-bbox="520 1693 842 1756">3EW</td><td data-bbox="842 1693 1303 1756">3 Years</td></tr> </tbody> </table> <p>....</p> <p>*Please note:</p> <ul style="list-style-type: none"> for 1EW, 2EW and 3EW, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 5½ years from Original Date of Purchase. For example, if Your 	Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)	5Y2EW500	2 Years	5Y3EW500	3 Years	6Y1000, 6Y2000	4 Years	6Y3000, 6Y4000	3.5 Years	6Y6000, 6Y10000, 6Y15000	2.5 Years	Other Repair Codes (non-Whitegoods)	Coverage Under Extended Care Plan (subject to the limits set out below*)	1EW	1 Year	2EW	2 Years	3EW	3 Years
Whitegoods Repair Codes	Coverage Under Extended Care Plan (subject to the limits set out below*)																				
5Y2EW500	2 Years																				
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1EW	1 Year																				
2EW	2 Years																				
3EW	3 Years																				

JB Hi-Fi Extended Care Product	Statements included
	<p>Product has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 2½ years (because of the 5½ year limitation from the Original Date of Purchase referred to above). For some products the limit may be less than 5½ years.</p> <ul style="list-style-type: none"> • for the Whitegoods repair codes listed above, you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 5 years (if the original Purchase Price of Your Product is \$500 or less) or 6 years (if the Original Purchase Price of Your Product is greater than \$500) from Original Date of Purchase. For example, if Your Product has an Original Purchase Price greater than \$500 and has a Manufacturer's Warranty of 3 years, You should not be sold an Extended Care Plan with a period of coverage greater than 3 years (because of the 6 year limitation from the Original Date of Purchase referred to above). If You are mistakenly sold an Extended Care Plan with a period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care cover commences) expires after the relevant limit, please contact your nearest JB Hi-Fi store or Our Administrator on 1800 621 761 to arrange a refund of the excess cost of your Extended Care Plan over the cost of an Extended Care Plan with the longest period of coverage which (when combined with the period of coverage of the Manufacturer's Warranty or JB Hi-Fi's Minimum Voluntary Warranty Period for Your Product before your Extended Care Cover commences) does not extend beyond the relevant limit."
February 2022 October 2023	<p>"For Repair Cover Plans, cover commences at the expiration of the JB Hi-Fi Minimum Voluntary Warranty Period or the original Manufacturer's Warranty, whichever occurs later for Your Product. Cover under Repair Cover Plans ends 5 years after the Original Date of Purchase/Delivery, unless cover ends earlier in accordance with the "REPLACEMENT TERMS" section of this JB Hi-Fi Extra Care Agreement."</p> <p>"For Replacement Cover Plans cover begins twelve (12) months after the Original Date of Purchase/Delivery. Cover under Replacement Cover Plans ends 3 years after the Original Date of Purchase/Delivery, unless cover ends earlier in accordance with the "REPLACEMENT TERMS" section of this JB Hi-Fi Extra Care Agreement."</p>
January 2016 May 2016	<u>"Replacement Cover Plans</u>

JB Hi-Fi Extended Care Product	Statements included
August 2017 February 2018 October 2018 October 2020 August 2021 February 2022 October 2023	<p>Code RPL2EW = 2 (two)* year Replacement Cover</p> <p>Code 2RPL2EW = 2 (two)* year Replacement Cover</p> <p>(subject to the limits set out below*)</p> <p>....</p> <p>*Please note for Replacement Cover you cannot purchase a Plan if the period of cover under the Plan, when combined with the period of coverage of the Manufacturer's Warranty and/or JB Hi-Fi's Minimum Voluntary Warranty Period before your Extended Care cover commences, exceeds 4 years from Original Date of Purchase.</p>
October 2018 October 2020 August 2021	provision for a one-year coverage repair code for non-Whitegoods for Repair Cover Plans
February 2022 October 2023	<p>"Period of cover":</p> <p>(A) Period commencing on the date which is 12 months from the date of purchase/delivery and ending on the date which is 3 years after the date of purchase/delivery (cover expiring upon first replacement with a new replacement product or payment) for Replacement Cover plans; and</p> <p>(B) Period commencing on the later of the expiry of the manufacturer's warranty and expiry of the JB Hi-Fi Minimum Voluntary Period and ending on the date which is 5 years after the date of purchase/delivery (cover expiring upon first replacement with a new replacement product or payment) for Repair Cover plans.</p>