

## **INTERNATIONAL FAIR CLAIMS GUIDE FOR CONSUMER TEXTILES PRODUCTS**

The Fair Claims Guide was introduced in 1961 as an adjustment formula for the settlement of damage claims for textile products. Its success was immediate and far-reaching. In 1964 the Guide was expanded to include criteria for determining responsibility for such damage. A special body of information on terminology, labelling, causes of damage and product classification was collected.

This Guide, therefore, presents all necessary information as a whole, as it is unavailable from any other source. For this reason, the Guide is in great demand for educational as well as arbitration purposes. It is used by drycleaners, launderers, insurance adjusters, retailers, consumer affairs and government agencies around the world.

The Guide was developed by consensus, similar to the process used by formal standards-making bodies. Participating were : Drycleaning Institute of Australia Ltd, Federal Bureau of Consumer Affairs, International Fabricare Institute, Neighbourhood Cleaners Association, Guild of Cleaners & Launderers, School of Textiles, Private and Government Consumer organisations. The guide is based on the work of Norman Oehlke and Sheila Garred of International Fabricare Institute Consumer Relations. In 1988 it was approved as an American National Standard. It has been up-dated to include articles that are more appropriately Australasian.

The Guide's criteria on textile performance questions has achieved international acceptance. To ensure its continued success critical review is invited.

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Alexandria NSW 2015

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## STEP BY STEP USE OF THE GUIDE

### To Determine the Cause of Damage -

- Use the index to pin-point sources of information. See Section 4 for definitions of terms (eg fur cleaning, pressing, pre-spotting) and for classifications and description of damage (eg holes, stains, changes of fit, colour).
- Resolve questions concerning general serviceability. For example an explanation of felting shrinkage may be required when talking about a woollen item.
- Resolve questions concerning the proper method of restoration. For example determine the appropriate temperature for ironing or pressing a woollen article.

### To determine Responsibility or Liability -

- Apply the problem at hand to the classifications of damage listed in Section 5 under Consumer Responsibility, Drycleaner Responsibility and Launderer Responsibility.
- If damage is shown not to be due to consumer use or to the care procedure refer to the appropriate classification under 'Product Failure' ( ie Manufacturer Responsibility) in Section 5.
- Resolve any questions of principle by consulting Sections 1 and 2. For example what to do if the woollen article was missing the care label.

### To Determine the Adjustment Value -

- Section 6 outlines all of the principles of calculating a settlement, based on **age, condition and replacement cost** of the article. Refer to Tables I and II at the end of the Guide.

## SECTION 1

### Application of the Guide

#### A. Purpose and Scope

The International Fair Claims Guide for Consumer Textile Products is a reference to be used in deciding responsibility or liability in damage claims involving textile products. It contains definitions pertaining to textile performance claims, restoration procedures and damage problems. It is a method of determining the value of a textile product for claims adjustment purposes.

In this guide the word '**damage**' is descriptive of any condition which renders an article permanently unusable due to unsightly appearance, loss of fit or change of '**hand**' (stiffness or limpness).

#### B. Premises

The Guide is based on the following premises :

- 1) That the nature and purpose of a textile product automatically suggests an appropriate level of serviceability and end-use performance.
- 2) That words used to describe special serviceability values or limitations not ordinarily implied should conform to established definitions of such words.
- 3) That damage and product performance problems clearly and logically fall into specified areas of responsibility or liability.
- 4) That fair adjustment values can be determined by a formula based on life expectancy eg age, condition and replacement costs.

#### C. Application to Damaged Textile Articles

A mutually acceptable determination of the cause of damage can often be made because of the obvious nature of the damage, previous experience with that type of damage, or because of explanatory literature at hand on the subject. Sometimes a technical examination by a textile laboratory may be necessary to determine the specific cause. In either case, the objective is to obtain agreement on the cause of the damage. This can then be applied to pertinent sections of the Guide for determination of responsibility or liability.

#### D. Application to Lost Articles

In claims involving lost textile articles, it is assumed that evidence exists or can be produced showing with reasonable certainty that the article has been submitted for servicing and that while in the temporary custody of the servicing agency (drycleaner, launderer or retailer) it disappeared or was lost and is beyond hope of recovery. In the absence of such evidence, a clear determination of responsibility or liability for a claim adjustment cannot be made.

#### E. Application to Buyer - Seller Relationship

The buyer - seller relationship in a claims situation is defined as the relationship between a servicing agency and its customer, or between the product maker or retailer and their next immediate customer. The chain of responsibility lies only in a route opposite that through which the product advances, from producer to retailer to consumer to servicing agency.

The Guide is useful at any point in this chain as a source of information but responsibility for adjustments is limited to the buyer - seller relationship.

\* **NOTE** Garment manufacturers universally hold to the policy that adjustments will be made only with their retail or wholesale customers of record. The consumer should seek redress for product failure from the store which sold the product.

The store in turn can seek redress from either the wholesaler or manufacturer according to which source sold the product originally. The wholesaler may then go back to the manufacturer, and the manufacturer to whatever other firms were involved in the production of the article.

A drycleaner or launderer may assist their customer in obtaining information from any source about a product or a problem involving a product. However actual negotiation of an adjustment must be arranged between buyer and seller or their legally constituted representatives.

#### **F. Product Performance Guarantees**

Nothing in this guide is intended to negate or alter the terms of any warranty or guarantee of performance or limitation of service life which clearly was a part of the promotion and sale of a product.

#### **G. Guide Not Legal Substitute**

The Guide contains criteria based on well established practice, on knowledge accumulated by authorities in the field of textile performance, and on agreements reached by Standards-making bodies.

The Guide is in no way intended to interfere with legal rights of individuals. It is not a legal substitute for laws which relate to the content of consumer textile products, to the meaning of terms used to describe them or to specifications of their performance or quality.

## SECTION 2

### Principles of Textile Product Performance

#### A. Life Expectancy

Every textile product has a 'life expectancy' according to its intended purpose, material content and rate of change in fashion or style. Questions relating to the serviceability life of a product are considered in this Guide only within the period of life expectancy of that product. Beyond the point of 'life expectancy', however, an article may retain a degree of usefulness. It therefore has some value for as long as it remains in useful condition (see Section 6, paragraph C).

#### B. Textile Product Serviceability

Two types of product serviceability are considered in this Guide as follows :

**1) Implied Serviceability** - A minimum degree of serviceability or quality of performance is implied in any textile product by reason of its nature, purpose, material content and customary use. Implied serviceability has been defined by the National Retail Merchants Association as follows :

'In the sale of merchandise, there is an implied warranty that such goods will afford reasonable service in use and, unless otherwise specified, may be cleansed and refreshed by customary methods. Failure of an article to wear or clean satisfactorily when soiled is justifiable cause for complaint.'

A textile article that is renovated, cleansed or refreshed by an appropriate or customary method, as defined elsewhere in this Guide, is expected not to :

- a) Shrink or stretch out of size or shape.
- b) Become yellow, grey or otherwise discoloured or change physically in appearance.
- c) Lose or change colour, or stain other material.
- d) Become stiff, limp or otherwise changed in feel or touch.

When a limitation or special instruction is properly affixed to a product in a clearly visible position, such instruction must be followed. Otherwise, the person failing to follow the instruction assumes responsibility if failure results.

When labelled instructions are carried out in accordance with appropriate definitions in the Guide and a failure results, the responsibility for failure rests with the product.

**2) Specified Serviceability** - A specified serviceability is one which normally is not implied in or expected of a product by reason of its nature, purpose, material content or customary use. The specified quality may be either an added performance capability or a performance limitation. Any reference made to such a quality on or for a product is given the meaning of the applicable definition or explanation for that quality found in Section 4.

A determination of responsibility or liability for damage requires understanding of both implied and specified serviceability characteristics of the product according to established performance definitions of these definitions of these characteristics. For example, it is implied that a man's suit is drycleanable. It cannot be assumed that it is washable unless this is a specified care label.

Another example is a drapery that is drycleanable that is drycleanable according to its implied serviceability characterisation. But if it can be cleaned in only one of the standard solvents customarily used in this service, such a limitation must be stated. Responsibility for damage which can occur in the alternate solvent is avoided by the manufacturer or retailer only by the use of a permanent label specifying the solvent limitation, in accordance with Australian/New Zealand Standard 1957 - Carelabelling. Reference to AS/NZS 2621 - Textiles - Guide to the selection of correct care labelling instructions from AS/NZS 1957 may also be required.

### **C. Permanent Labels**

An unlabelled product should have the implied serviceability characteristics or qualities normally expected of products in its general end-use classification. Specified serviceability characteristics or qualities that are peculiar to or exceptional in a product can only be recognised through some form of clearly visible, permanently affixed instruction which sets forth the special advantages or limitation. A permanent label inside a pocket or in some other obscure location which invites oversight shall have the same effect as the removal of labels. See AS/NZS 2392.

A man's suit is normally rated as drycleanable, cleaning is still an assumed capability. If it is labelled 'DO NOT DRYCLEAN ⊗' it should not be drycleaned without assuming full responsibility for the results. Care instructions must comply with AS/NZS 1957 and labelling with AS/NZS 2392.

### **D. Removal of Labels**

The removal of any kinds of label information from a product concerning its specified serviceability characteristics (added values or limitations) automatically returns the product to its implied serviceability status. This rule applies as well when labels detach themselves in laundering or drycleaning due to poor adhesion. Labels must be able to withstand the care treatment recommended.

### **E. Special Instructions**

Any person who undertakes to perform a service which is not explicit in the implied or specified serviceability characterisation of the product assumes full responsibility for that service, unless the owner of the product has authorised the service beyond a reasonable doubt.

An example is the case of a drycleaner who undertakes to wetclean or launder a garment which clearly falls within the implied or specified serviceability designation of a product that should only be drycleaned. Without written authorisation, he assumes full responsibility. If a drycleaner cleans a garment without a care label he is assuming full responsibility for the performance of the garment; unless the problems are explained in writing to the consumer and written authorisation to proceed is obtained.

### **F. Effects of Use**

An article that is "worn out" by excessive, unrestricted use or other unusually severe condition of service, either within or beyond its normal life expectancy has no value and, therefore, no negotiable basis for adjustment regardless of the nature of the loss or damage.

Gradual and reasonable depreciation in the general appearance or function of a product during the period of its life expectancy, due to the effects of age, use and renovation, is consistent with the implied or specified performance characteristics of that product.

### **G. Product Failure**

A product has failed to perform satisfactorily when, despite the exercise of care procedures consistent with the intended purpose of the product, it has become altered in appearance or function to an extent that is no longer useful and cannot be repaired. The minimum performance requirements set forth in AS/NZS 2621 can be consulted should a disagreement arise on whether the condition is the result of product failure or a normal condition of use. A mutually acceptable testing laboratory may determine responsibility or liability.

Where a product exhibits an abnormal amount of fading or staining the problems should be explained to the consumer and written approval be obtained from the consumer prior to drycleaning.

## SECTION 3

### Explanation of Terms and Labelling in Relation to Textile Damage

#### A. General Definitions

**1. Textile Products** - A product in which the primary, fully exposed material of basic styling significance to the product is any combination of woven, knitted, net, braid, lace or non-woven fabrics, including fur, leather, plastics or other trim detail which is attached to the surface, used internally (unexposed), or as a non-removable lining. All references to such a product in care processes consider it a "textile product".

**2. Leather Products** - A product made from the processed skin of an animal in which suede or grain leather is substantially used, alone or in combination with textile fabrics, as the outer exposed material of basic styling significance to the product. All references to such a product in care process consider it a "leather product".

**3. Plastics or Rubber Products** - A product in which a plastics film or plastics-coated fabric is substantially used, alone or in combination with leather or textile fabrics, as the outer, exposed material of basic styling significance to the product. All references to such a product in care processes consider it to be a "plastics product".

**4. Fur Product** - A product in which the primary, fully exposed material is fur. a fur-trimmed or a fur lined cloth garment is defined as a textile product, in which case the fur must have the same qualities of serviceability as the cloth to which it is attached, An intentionally removable component, such as a zip-out lining of fur, is treated separately as a fur garment.

**5. Renovate or Care Process** - The act of restoring an article to a useful condition. The procedures of renovation are defined in Section 4 and further defined in paragraphs of this section relating to laundering and drycleaning. Renovation includes restoring colour and finish if this is a commonly required service, as with leather and suede products.

**6. Water** - Ordinary water comes from the cold tap usually at temperatures from 10 - 25<sup>0</sup>C. Because much of the water brought into households throughout the country is chlorinated, the pH range of 'plain water' for the purpose of this Guide is between 6.0 and 8.0.

The term 'water-resistant' means the colour or finish is not materially altered as a result of contact with water. Assumes 'rings' can be removed by professional stain removal methods.

#### B. Definitions Relating to Textile Performance and Damage Problems

**1. Colourfast or Fast Colour** - The durability of colour in a dyed or printed fabric, as measured by its resistance to a number of service conditions, some of which vary in intensity according to how and where the material is used. These conditions include : light (natural and artificial), crocking (rubbing - dry, wet with water and wet with drycleaning solvent), perspiration, water, atmospheric gases, pressing (steam, heat), laundering and drycleaning.

The term 'resistance' as used here means that the colour does not become objectionably altered in appearance during the normal period of life expectancy of the product and does not cause permanent stains. Dye or pigment should not bleed from dark colours into light colours or result in unacceptable discolouration.

a) Unqualified Terms - When unqualified as to a particular condition to which a colour is claimed to be resistant, the terms 'Colourfast or 'Fast Colour' or other similar terms are interpreted as meaning durability or resistance to all of the above conditions, according to the implied or specified serviceability characteristics of the product, and according to applicable care procedures.

b) Qualified Terms - When claims of fastness are made with a qualification as to a particular condition (eg 'Colourfast to Drycleaning, Wash Fast'), only that condition of colourfastness is intended and no broader interpretation of the claim can be made. In respect to degree of colourfastness, however, the above paragraph (a) is applicable.



c) Absolute Terms Disqualified - The term 'proof' or any other word that implies an absolute degree of fastness as a part of a colour-performing claim, (eg Fadeproof) is not recommended in this Guide. When used, such terms shall have the same meaning as 'Colourfast'.

**2. Crocking (Rubbing)** - The transference of colour by rubbing from one article to another, causing colour loss or stains. Crocking is a product characteristic which has its origin in the dyeing / printing and finishing processes, not in conditions of consumer use - laundering or drycleaning. However, laundering and drycleaning can reduce the crocking tendency of a fabric by removing or cleaning away some of the surface colour that initially caused it. Crocking is a condition of the fabric as it comes from its source as finished goods, so any responsibility for the condition rests entirely on that source.

**3. Fading or Colour Change** - Any change in colour appearance. When unqualified as to the cause of the condition, the term 'fading' means colour change or reduced colour strength from any cause (eg light, heat, renovation procedures or atmospheric contaminants). Occasionally, the action of light, renovation procedures or atmospheric contaminants can result in a darker colour or a colour change, thus having a close relationship to fading (colour loss). The characteristics of fading are different for each of these causes as follows :

(a) Fading (colour change) from Light - Chief characteristic is that the condition occurs mostly in those areas that are in direct sunlight, ordinary daylight, fluorescent light or any other source having a high ultra-violet light content. Hidden areas of the faded article, such as under a lapel or collar or inside a seam or hem, the reverse side appear by contrast as having not faded. The condition is not always uniform in the exposed areas, as under some circumstances the exposure to strong light can be more concentrated in some part than in another part.

b) Fading (colour change) in Renovation Processes - Losses of colour of this kind are characterised by uniform change in the appearance of the whole fabric, both in hidden and exposed areas. The quality of colourfastness of one section (to the seams or selvages) can differ from another section. The action of solvent is uniformly distributed throughout the immersed article.

For practical purposes, the general characteristics of a laundering or drycleaning system are considered in this Guide to be constant. Actually, slight variations exist between one drycleaning plant and another. Between one laundering cycle and another cycle of the same general machine design, size of loads, atmospheric conditions and many other factors. Because of this, a critical or sensitive material may react differently on one system or cycle of cleaning than another. Complaints of colour loss or change due to renovation services are considered evidence of fabric failure unless it can be proven otherwise beyond a reasonable doubt.

c) Fading (colour change) from Atmospheric Gases - The main atmospheric contaminants or gases which can affect some colours are ozone, oxides of nitrogen and oxides of sulphur. Fading from nitrogen oxides (NO<sub>x</sub>) is commonly referred to as 'Fume Fading' or 'Gas Fading'.

All colour types are subject to the effects of ozone. Acetate fabrics (dyes), blue and purple, and any other colour which contains the susceptible component blue or purple, are the most vulnerable to fading caused by nitrogen oxides, fume-fast colours are produced with certain types of dyes which are inherently resistant to such fading. Application of chemical inhibitors to a fabric as a finish can also make a colour fume resistant.

Fading from atmospheric contaminants is considered a failure of the fabric to perform properly unless it is shown that the individual circumstances of exposure were unreasonably severe, as when a gas-operated refrigerator, cooking stove or gas heating appliance is found to be a source of atmospheric contaminants.

d) Fading (colour change) from perspiration - Fading caused by perspiration is characterised by the location of the condition. Such locations generally are adjacent to areas of the body where perspiration is heaviest including under the arms, across the shoulders, neck, over the thighs and around the waist line.

Colour should be resistant to normal types of perspiration having a pH range from 3.5 to 8.0. Fresh perspiration is normally acidic. Bacterial action over a period of time makes it alkaline. Excessive acidity or alkalinity is an individual condition against which there can be no assurance of colourfastness.

e) Fading (colour change) from Heat - Permanent fading, caused by heat of drying, steam finishing, or ironing at temperatures appropriate to the fibre content of the fabric or as specified under definitions given for these conditions elsewhere in this Guide, is considered a fault of the fabric. The effect can be a darker colour or a change in colour in the area of heating.

f) Fading (colour change) from Chemical Stains - Same as Chemical Damage (see Paragraph 9(b).)

**4. Redeposition** - Soil, colouring matter or cleaning aids are transferred onto fabric during the laundering or drycleaning process, causing white or light coloured fabrics to become grey, tinted or off-white. Laboratory tests for redeposition usually consist of efforts to remove or by microscopic identification of the greying substance.

When redeposition is uniformly distributed throughout the article, including all component fabrics, or when it is confined to an area where stain removal work was carried out, the condition is clearly a case of faulty cleaning practice. When the condition involves selected parts of the article, leaving other fabric panels uncontaminated, redeposition is the result of an inherent characteristic of the affected parts. Laundering or cleaning cannot prevent redeposition in that case.

**5. Dimensional Change (Shrinkage)** - Reduction to a smaller size or fit, due to manufacturing influences on the fibre, yarn and fabric, and to the inherent characteristics of the fibre itself. Most fabrics, unless specially treated or processed, tend to undergo dimensional losses. Depending on the kind or amount of dimensional loss which takes place, such loss can sometimes be relaxed by finishing techniques, but most cases cannot be entirely recovered. The three types of shrinkage, or causes of shrinkage in fabrics, are: relaxation fibre or yarn swelling and felting.

a) Relaxation Shrinkage - This type of dimensional loss is caused when latent "strains" in the fabric, acquired in manufacture, are given up. This can occur at one or more levels of processing, from the making of the fibre to the making of the cloth. Such strains tend to relax most readily under conditions of laundering and wet-cleaning and less readily under conditions of drycleaning. Heat, steam or water, and mechanical action are the primary conditions needed to cause fabrics which have relaxation shrinkage potential to undergo dimensional losses.

The manufacturer is responsible for relaxation shrinkage, as such shrinkage can be minimised by manufacturing controls or special finishes, according to the degree of relaxation inducement to be faced by the product in its end-use. Relaxation is beyond the control of the consumer, dry cleaner or laundered.

"Puckering" or "bubbling" results when relaxation shrinkage occurs unevenly in a fabric, causing some yarns or groups of yarns to undergo greater dimensional loss than others. The condition often does not respond to restorative measures, and it is then considered a fault of the fabric. (See IWS Woolmark standards.)

b) Fibre-Swelling Shrinkage - This type of shrinkage is caused by swelling of the fibre (and therefore of the yarn), resulting in a take-up of the fabric. With hand ironing, part or all of such shrinkage in flat fabrics can be recovered. Or, the fabric may stretch back to size due to wear strains. In commercial laundering, such dimensional losses may not be recovered because laundry equipment is not designed to restore them.

Fibre swelling does not occur in drycleaning as it does in laundering. In wet-cleaning (as performed by a dry cleaner), measures are taken to restore temporarily reduced dimensions caused by the absorption of water. Since fibre swelling shrinkage is not recoverable under conditions of laundering, dimensional-loss allowances are usually made in manufacture of the fabric or article in order to prevent loss of fit.

Temporary changes in fabric dimensions can result from changes in atmospheric relative humidity but only in fabrics made of moisture-absorbent (hygroscopic) fibres. This is seen sometimes in drapery fabrics made of viscose, cotton or wool, depending on the type of construction. The condition is characterised by up-and-down changes from day to day, depending on whether the atmosphere is humid or dry.

c) Felting Shrinkage - This type of shrinkage is peculiar to animal fibres including wool. It is the irreversible dimensional change that occurs in a relaxed fabric when subjected to:-

- (i) mechanical action in water,
- (ii) the heat and mechanical action of tumble drying, or
- (iii) the mechanical action of drycleaning at high moisture levels.

Because laundering the drycleaning conditions can be controlled to prevent felting, and the techniques of control are well known, such shrinkage is not considered a manufacturing responsibility. However, wool fabrics are also subject to relaxation and fibre-swelling shrinkage. In these cases, paragraphs (a) and (b) would apply.

d) Terms Denoting Shrinkage Control - The terms "Preshrunk", "Shrinkage Controlled" and other terms of similar meaning and connotation relate to the special processing of fabrics for reduction of dimensional loss. when used without qualification they relate to the laundering process. The degree of control is usually expressed in residual percentage. It varies according to end-use, and is subject to limits imposed by relations of the Federal Government based on Australian Standards.

Many fabrics not intended to be laundered are finished by the textile processor to dimensions that insure a measure of stability in drycleaning and steam pressing. When identified as "shrinkage controlled", unless qualified as to which system of renovation is intended, the statement implies launderability.

**6. Dimensional Change (Stretch)** - Due to manufacturing influences on the fibre, yarn and fabric structure, or to inherent characteristics of the yarn, a knitted or woven fabric may become stretched in size in one or more directions. The condition cannot be controlled by methods of renovation unless the method is specified on the product. The condition is a fault of the fabric unless the method of prevention is specified, or unless it can be corrected by a normally applicable method of restoration.

**7. Dimensional Change (Stretch & Shrinkage)** - A combination of changes resulting in stretch in one direction, shrinkage in the other. Any of the mechanisms of dimensional change may apply and responsibility is determined accordingly. (See AWE wool mark standards.)

**8. "Resistance to", "Resistant to" or "Durable"** - Denotes a quality of resistance to some specified condition. The term means that the fabric remains virtually unchanged in appearance, hand, fit or performance (whichever is claimed), except, for normal depreciation due to prevailing service conditions in the period of life expectancy of the article, including drycleaning or laundering.

Unless otherwise specified, any claim of resistance to one or more of the following conditions shall be assumed to mean that the special characteristic claimed is resistant to the effects of laundering or drycleaning, whichever is indicated by the implied service designation. These conditions are: atmospheric fumes, perspiration, light checking (rubbing), rain penetration, wetting, wrinkling, crease or pleat loss, moth damage, mildew and rot damage, burning, static electricity, sublimation and chlorine retention. Otherwise, the term must be qualified by the word "non-durable".

**9. Holes (Abrasions, Cuts, Tears)** - A condition resulting from damage to the yarn by rubbing, cutting, or deterioration from chemical action and ultra-violet light. Holes and tears caused by physical means are sometimes called "mechanical damage".

The chewing process of insects and their larvae results in a mechanical-damage effect because the means are physical and chemical.

The intense ultraviolet portion of the sun's spectrum produces the same kind of decay - causing fibres to become weak or tender - as some chemicals on silk, cellulose (natural and man-made fibres), and nylon. For this reason, damage due to "sun rotted" fabrics, which tear easily in laundering or drycleaning, is related in this Guide to chemical damage.

a) Mechanical Damage - Insect damage can generally be identified by microscopic examination. The chew marks on fibre ends at the hole can be seen. A hole caused by rubbing can be identified by its relation to the area of damage, as when a metal wristband causes the edge of a pocket to wear more rapidly than another pocket, or when the right sleeve wears out more rapidly than the other from constant friction with a car door while driving.

Sharp tears and cuts especially the three-cornered type, are not generally identifiable as to the particular agency of damage. Damage can occur during processing, or in use. When a hole is discovered after processing and becomes an issue of responsibility, the servicing agency (launderer, dry cleaner, etc.) must prove that it occurred during wear.

It is considered poor practice to accept a product in a damaged state for servicing without some notation of this fact. Insect damage, however, is basically a consumer-service condition. The long incubation period of larvae suggests that such damage occurs only during periods of storage, not during short periods of servicing, such as in laundry and drycleaning.

b) Chemical Damage - Holes and tears caused by chemicals or ultra-violet lights are characterised by fibre weakness in the area of damage. The holes are easily extended with the fingers with little tension. Laboratory techniques can frequently detect chemical residue in drycleaned garments in the areas of damage. The water-solubility of most corrosive chemicals usually results in complete removal of residue in laundering.

Location of the damage or residue is also a clue. Household cleaning chemicals, cosmetics, and laboratory spills are the most common source of chemicals which can cause damage. The effect often takes several days or weeks to develop, but it is accelerated by heat. Most chemicals are virtually colourless in the amounts contained in a stain. So they remain undetected until holes appear, usually after cleaning or laundering.

Tears and holes caused by sunlight may appear during the life expectancy of fabrics intended for long exposure to sunlight. This is product failure, because of the implied warranty in the sale of such a fabric. Limitations of warranty can be specified on the product to limit responsibility for sunlight damage.

**10. Stains** - Discolouration is the product as a result of accidental contact with a foreign substance. Questions of responsibility or liability arise only when the stain is permanent, or when the fabric, colour or appearance of the product has been damaged by methods of removal.

Stains can result from the movement of dye on colour in the article itself. Broadly speaking, stains from foreign matter are regarded as an accident of use unless it can be shown otherwise beyond a reasonable doubt. **Self-staining, as might occur in laundering or in drycleaning due to dye migration, is product failure.** The rule also applies to colourless contaminants which become coloured on ageing or in cleaning processes, usually as a result of the heat of pressing, drying, or normal condition of processing.

**11. Decorative and Auxiliary Detail** - Items attached to or made an integral part of a textile product such as: beads, sequins, sewn-on belts, linings, collars, ribbons, shoulder pads, buttons, zippers, are expected to have the same qualities of serviceability as to colourfastness, dimensional stability and appearance retention as the major component material. **Any failure of these parts is a failure of the whole product except as can otherwise be shown, and when the damaged item can be replaced or repaired without appreciably changing the value of the product. Then only the item itself is subject to adjustment.**

**12. Change of Appearance** - Any change of a physical nature in the appearance of the product. Pilling, puckering, permanent wrinkles or other physical condition not related to colour are effects which result in a change of appearance. All such effects are attributable to characteristics of the fabric which, unless they can be removed by readily available corrective measures, are viewed as evidence of product failure.

**13. Change in Body or Hand** - any change in the feel of the fabric; objectionable stiffness or limpness. Such effects are usually attributed to characteristics of the fabric and are considered as product failure.

**14. Delamination** - The separation of two or more layers of material, usually under conditions of laundering or drycleaning. The layers of material in bonded, fused or laminated fabrics may separate unless adhered sufficiently to withstand the accepted laundering or drycleaning process, whichever is applicable. The implied serviceability characterisation of a garment containing a bonded, fused or laminated fabric is the same as designated in Table 1 according to end-use.

## SECTION 4

### EXPLANATION OF TERMS AND LABELLING IN RELATION TO CARE PROCEDURES.

#### A. Definitions Relating to Laundering

**1. Washing (Laundering)** - A process of cleaning textile products with water. Unrestricted terms such as 'Washable', 'Completely Washable', 'Machine Washable' and similar terms of reference to washability are interpreted in this guide as follows:

a) Hot Wash - On white goods, and certain partly coloured items with substantial white areas. The article may be laundered in hot water, up to 80°C, with a 'built' (alkali) soap or synthetic detergent and bleached with a sodium hypochlorite type bleaching compound.

The article can be damp-dried in a centrifuge type extractor, tumble dried, and pressed or finished with a hand iron or on hot-head equipment. In commercial laundering, the article may be heated in a 'sour'. The pH of the various wash solutions may range from 4.0 to 11.6.

b) Medium Wash - For items containing little or no white colour. Same as 'Hot Wash' except that the temperature of the wash water shall not exceed 50°C and the article should not be bleached with a sodium hypochlorite type bleaching compound.

Restricted terms are those that limit or qualify the method of laundering:

c) Mildly Washable - (Mild Wash) - A designation used to specify a procedure of washing in a machine at a reduced rate of agitation and at a temperature of not more than 40°C.

d) Hand Washable - (Hand Wash) - A process of washing a textile product carefully by hand, with a mild or neutral soap or detergent, in a lukewarm water (maximum temperature 40°C). It may be squeezed (but not wrung out) to remove water and further dried between towels or hung wet to drip dry. It must be washed alone, or only with items of like kind and colour and unless advised otherwise should not be tumble dried.

e) Wet Cleaning - (Wet Clean) - Essentially the same as hand washing except that it is carried out professionally by drycleaners using special equipment.

**2. Drying** - The act of causing water to evaporate from a laundered textile product by any of several methods, all of which are permissible unless the term 'dry' is qualified as follows:

a) Drip dry - Do not extract. Hang dripping wet on a line until dry.

b) Line Dry - Extract to remove water and hang to dry on a drying line either indoors or outdoors at prevailing temperatures.

c) Spin Dry - The article may be extracted to remove water followed by line or tumble drying.

d) Tumble Dry or Tumble - The article may be placed in a heated tumble drier in which hot air is circulated at temperatures up to 90°C. The tumbling time varies according to the size of the load, temperature, and type of equipment.

**3. Bleaching** - A process of whitening fabrics or of producing clearer colours.

a) When used alone or unqualified, the term 'bleach' means the use of any sodium hypochlorite (chlorine), in water at concentrations up to one tablespoon per 5 Litres. If other type bleaches are recommended as a substitute for chlorine, they must be specified on the product.

b) When the term 'bleach' is used in connection with silk and wool fabrics, sodium hypochlorite (chlorine) or other chlorine-type bleach must not be used as the bleaching agent. Other bleach products may be employed.

**4. Sour (Neutralising)** - The commercial use of acid in the rinse bath to neutralise the residue of alkaline products and prevent yellowing of the fabric. The maximum acidity of sours is approximately pH 4.0.

**5. Pressing** - A process of smoothing, removing wrinkles and imparting creases and shape to finished textile products.

a) Commercial Laundry Pressing - When related to commercial laundering, 'pressing' means the use of hot-head type, steam-heated, mechanical process. Steam from a boiler usually operated at a pressure of 100psi (pounds per square inch, gauge), heat the bare metal surface to about 160<sup>0</sup>C. The table of the press, on which the work is laid is padded and unheated.

b) Home Pressing - When related to home laundering, 'pressing' means the use of hand irons and Elna Press, heated electrically or otherwise, which provide a wide range of temperatures subject to the control of the operator. Synthetic fabric should be pressed at a 'Cool Iron' or 'Synthetic Fabric' setting. Temperatures above 135<sup>0</sup>C are employed entirely at the risk of the operator. Unless warned otherwise, all fabrics are assumed to be resistant to an ironing temperature of 135<sup>0</sup>C. Ironing temperature ranges, in terms of general hand iron markings, are as follows:

<b>COOL</b>	<b>110<sup>0</sup>C (approx)</b>
Synthetic	110 - 135 <sup>0</sup> C
Silk	135 - 150 <sup>0</sup> C
<b>WARM</b>	<b>150<sup>0</sup>C (approx)</b>
Wool	150 - 175 <sup>0</sup> C
Cotton	175 - 230 <sup>0</sup> C
<b>HOT</b>	<b>200<sup>0</sup>C (approx)</b>
Linen	230 - 260 <sup>0</sup> C

## **B. Definitions Relating to Drycleaning**

### **1. Drycleaning - A process of cleaning with organic solvents.**

a) Unrestricted terms such as "Drycleanable", "Dryclean" and similar terms of reference to drycleanability mean that the article can be drycleaned in a machine with either a petroleum solvent (Stoddard solvent), fluorocarbon solvent, a synthetic organic solvent, perchloroethylene and then deodorised in a tumble drier. the article is then finished on a steam heated press or on steam-air finishing equipment. The solvent relative humidity shall not exceed 75%. The temperature of the solvent shall not exceed 30<sup>0</sup>C. A drycleanable product is also resistant to contact with water as required for the removal of stains.

b) A restricted term is that which limits or qualifies the method of drycleaning. It shall be strictly interpreted according to its limited meaning; for example, 'DRYCLEAN P (40)', 'Dryclean F -Stoddard Solvent Only', etc. All procedures in (a) are applicable, except to the extent of the limitation.

### **2. Drying (Deodorising)**

a) Tumble dry - A process using a heated, tumble drying machine in which hot air is circulated through the load at various temperatures depending on the type of load. The time cycle of a tumbler varies according to the size of the load, load classification, temperature and type of solvent and equipment. A typical cycle runs from 15 to 20 minutes. Tumble drying temperatures normally applicable in this process range up to 60<sup>0</sup>C.

b) Tumble Cold - A process using a tumbler in which the heat is turned off. The air temperature at the intake is room temperature.

c) Air Dry, Cabinet Dry - A method of drying or deodorising in which there is no movement of the article being dried. Hot air circulates around it as it hangs in a closed area until the residual solvent is evaporated; or it can be hung in an open area until dry. The temperatures employed in cabinet drying are the same as in (a). The time cycle extends up to several hours, depending on the bulkiness of the article. (Note air drying only permitted when using petroleum solvent and then with strict regulation).

**3. Stain Removal** - The removal of heavy concentrations of soil, and of solvent-resistant stains requiring separate treatment, either before or after the drycleaning process as follows:

a) Prespotting - Before drycleaning, the treatment of heavily soiled areas with a specially prepared solvent and water solution to help the drycleaning process to do a better, more thorough job of soil removal in these areas. Responsibility for use of pre-spotting solutions is the same as in spotting.

b) Spotting - The act of removing a spot or stain, independent of the drycleaning cycle. For removing water soluble stains, steam is commonly used to condense a fine spray of warm water on the stained area. Chemicals are employed for the treatment of chemical-type stains. The drycleaner or any other person who applies chemicals other than water and drycleaning solvents to fabrics assumes the risk of the effect these might have on the colour, finish and fibre content. The fabric is expected to be resistant to plain water (up to 45°C) and drycleaning solvents.

**4. Wetcleaning** - A cleaning process similar to hand-washing, performed by a drycleaner using water and synthetic detergent. In some cases, the article to be cleaned is laid on a table, brushed gently with the detergent solution and then rinsed in cool water. At other times, such as with glass fibre fabrics, the article is immersed in water of not over 40°C, with a neutral soap or detergent and allowed to soak for a period of time. This is followed by rinses in cool water. To help stabilise colours, common salt or mild acids such as acetic or formic acids may be added to water. The article is then air or cabinet dried or the drying is accelerated by passing a strong flow of hot air through the garment on a device called a wind whip at a temperature of approximately 50°C.

**5. Finishing** - The act of employing any of various procedures used to restore an article to good appearance. Three basic types of equipment are common and in most cases, combinations of these units are used. They are:

a) Wool Finishing (Pressing) - The finishing of suiting type fabrics containing wool, wool blended with synthetic fibres, and 100% synthetics of natural fibres, using steam heated equipment. The basic types of equipment commonly used are grid-head press and a steam-air former. Both units employ steam for conditioning the cloth, pressure to smooth it, and air-drying.

A grid-head press moulds or 'presses' the fabric between a covered head plate and a padded table or buck, both of which can emit steam. A vacuum exhaust in the table causes dry air to move through the fabric to cool it and remove some of the moisture left in the steam.

In a steam-air former, the article is 'dressed' onto the former, steam under pressure is forced through the inflated bag of the body then dry air is forced through. The steam comes from a boiler operated at a pressure of 65 to 75 psi, gauge. The temperature of pressing is approximately 120°C, less in steam-air formers.

b) Silk Finishing (Pressing) - Finishing of cotton, viscose, silk, wool and synthetics using steam-air formers, hot head presses, and hand irons. Unlike the covered grid-head press, the head is smooth metal (uncovered) and heated by steam, but does not emit steam. The temperature of pressing on hot-head equipment is approximately 160°C.

### **C. Definitions Relating to Leather, Suede and Fur Cleaning**

Cleaning of suede, fur and leather products requires special techniques to minimise loss of colour and finish and the use of restoratives where necessary to renovate the product. Washability is never implied in general references to leather cleaning and is limited to the use of solvent in a mechanical washer operated in a manner conducive to product safety.

However, new technology has now included equipment such as 'Aqua Safe' and 'Eco Clean' that use water and **may** be employed as a care procedure. Processing in such a system would place the responsibility of the care treatment on the cleaner.

Any solvent may be used for cleaning if the product is recognised as being capable of a proper care procedure.

## SECTION 5

### DEFINITIONS OF RESPONSIBILITY CLASSIFIED BY TYPE OF DAMAGE

In the application of the following definitions, a specified serviceability characteristic takes precedence over an implied serviceability characteristic, provided the particular characteristic specified is clearly indicated by means of permanent label or marking that can be readily seen.

#### A. Damage Due to Product Failure

**1. Manufacturer Responsibility** - A manufacturer (or retailer) is responsible for the following conditions, unless evidence is developed to show otherwise beyond a reasonable doubt:

- a) Failure of a product to perform under conditions implied by its nature or intended use, (see Section 2.)
- b) Misinformation placed on the product relating to its performance, care and renovation.
- c) The Use of Terms of reference to performance (use and care) which are not consistent with the definitions of such terms in this Guide.

**2. Manufacturer Not Responsible** - A manufacturer (or retailer) is not responsible for the following conditions:

- a) Product failure beyond the term of life expectancy.
- b) Damage due to acts of carelessness or incompetence in the use and care of products.

In the sale of a product, the manufacturer and retailer warrant that the product will perform satisfactorily in service and that it may be cleansed and refreshed by customary means. (See Section 2, paragraph B.) An article that has changed objectionably in appearance, feel or size is subject to consideration as a faulty product only if the objectionable quality is permanent and beyond restoration by reasonable and practical means.

**EXAMPLE:** A product may contain a fluorescent brightener which has turned an objectionable colour due to the degrading effects of sunlight. If it is found to be a permanent discolouration, the manufacturer assumes responsibility. Neither the consumer, nor the servicing agencies involved, if any, has it within his control to prevent rapid degradation of fluorescent brighteners under normal use conditions. The only logical preventive measure is to omit the use of the brightener for finishing the fabric, or to make the condition a matter of acceptance by the consumer by applying a specified serviceability label to the product warning the consumer of the possibility of discolouration.

#### B. Damage Related to Drycleaning Processes

The commercial drycleaner, on accepting work from his customers, warrants that his equipment is in good working order and is being properly run; his employees are well-versed in the operations of a drycleaning service; and that proper precautions are taken to perform the necessary functions of drycleaning and finishing with safety to the product.

**1. Drycleaner Responsibility** - A drycleaner is responsible for the following types of damage or conditions that may result in a damage claim.

- a) Redeposition of soil or other extraneous matter causing an off-white, grey or discoloured condition to develop.
- b) The removal of colour or decorative details as a result of the use of spotting and pre-spotting chemicals and other procedures other than the use of plain water and drycleaning solvents.
- c) Holes and tears caused by mechanical means, discovered only after drycleaning processes are complete and which had not been specifically pointed out on the damaged article when taken in for cleaning.
- d) Loss of fit or size caused by felting shrinkage in wool or other hair fabrics.



- e) Damage resulting from unauthorised procedures which are contrary to the implied serviceability characteristics of the product as defined in Section 3.
- f) Visible, extraneous articles left in pockets of clothing, or fasteners (that can be readily protected) left unguarded which can cause damage.

**2. Drycleaner Not Responsible** - A drycleaner is not responsible for types of damage or behavioural characteristics of textile products listed below which occur or show up in the processes of drycleaning that are not within his control.

- a) Loss of fit or size due to relaxation shrinkage or stretching.
- b) Fading (loss or change of colour) due to the low resistance of the colour to water, drycleaning solvent or other condition of use, except where such fading can be restored by customary methods.
- c) Removal or disturbance of colour that is altered by **plain water** or solvent as used in spotting or pre-spotting.
- d) Objectionable softness, stiffness, or harshness of hand resulting from the removal or disturbance of finish in the drycleaning process, in products which are implied to be or specified as drycleanable.
- e) Drycleaning cannot be held responsible for shrinkage in non-wool containing fabrics.
- f) Removal of decorative detail or damage thereto in drycleaning, including sequins, beads, buttons, flock, painted on effects, plastic and leather trims, when the item as a whole is appropriately handled.
- g) Holes or ruptures resulting from weakened fibres caused by contact with corrosive chemicals, insect damage, mildew, acid spills, perspiration and other consumer use conditions.
- h) Damage resulting from the use of procedures recommended by a manufacturer on labels or on other forms of instruction, provided the label is permanently attached to the article or that it can be established beyond a reasonable doubt that the procedure in question is recommended.
- i) Discolouration caused by the presence of chemicals (dyes and finishes) applied in manufacture.
- j) Partial or complete separation of the component layers in bonded, laminated and fused fabrics, and deterioration and discolouration of polyurethane or rubber foam.
- k) Damage caused by permanently attached decorative trim which cannot be adequately protected in the care process.

### **C. Damage Related to Commercial Laundering Processes.**

The commercial laundry warrants, on accepting work from its customers, that its equipment is in good working order and is being properly run. Also that its employees are well-versed in the operations of a commercial laundry service, and proper precautions are taken to perform the necessary functions of laundering and finishing with maximum safety to the product.

**1. Launderer Responsibility** - A commercial laundry is responsible for the following conditions unless evidence can be established to show otherwise beyond a reasonable doubt.

**EXAMPLE:** Chlorine bleach is a commonly used bleaching agent in commercial laundering. Colour damage caused by bleach on apparel classifications that preclude a bleaching step is faulty commercial laundering practice. But colour damage resulting from proper use of bleach on products that are specified as bleachable is colour failure. The guiding principle is whether the commercial launderer has it within his control to prevent the problem by usual and ordinary means.

- a) Loss of fit or size due to felting shrinkage in wool or fabrics containing hair fibres.
- b) Holes or tears caused by mechanical means in otherwise unimpaired fabrics unless specifically noted when accepting the damaged article.

c) Damage caused by disregard of information contained in a label, provided the label is permanently attached to the article in a clearly visible manner or was otherwise given to the launderer as a precautionary measure.

d) Removal of colour other than decorative detail as a result of using spotting chemicals other than plain water and drycleaning solvents.

e) Damage resulting from unauthorised procedures or procedures which are contrary to the implied serviceability characteristics of the product as defined in Section 2.

**2. Launderer Not Responsible** - A commercial launderer is not responsible for the following types of behaviour of textile products while in process. They are beyond his control, unless evidence can be presented to show otherwise beyond a reasonable doubt.

**EXAMPLE:** In laundered fabrics, it is possible to have both relaxation and fibre-swelling shrinkage. the commercial launderer is not responsible for either type because neither is in his control.. Allowances must therefore be made in manufacture of the garment for both types of shrinkage. Felting shrinkage of wool, however, is within his control and he therefore assumes full responsibility.

a) Loss of fit or size due to relaxation and fibre-swelling shrinkage.

b) Loss of colour or decorative detail due to the low resistance of the colour or decorative material to the required laundry process.

c) Damage resulting from the use of procedures recommended by a manufacturer on labels or other forms of instruction, provided the label is permanently attached to the article or it can be established beyond doubt that the procedure in question is recommended.

d) Holes caused by weakened fibres resulting from contact with corrosive chemicals, insect damage, mildew, and other consumer service conditions.

e) Discolouration caused by the presence of chemical finishes.

#### **D. Damage Related to Consumer Service and Care.**

In a damage claim, the claimant warrants that the damaged article was used and cared for in a manner that was consistent with its implied or specified serviceability characteristics, whichever is applicable.

**1. Consumer Responsibility** - A claimant is responsible for those conditions or occurrences which could have been avoided by ordinary care or which are the result of normal use and accidents, unless evidence can be presented to show otherwise beyond a reasonable doubt.

**EXAMPLE:** Holes caused by weakened fibres are generally the result of insect damage, chemical type stains, sunlight degradation, or biological action. Though they show up only after laundering or drycleaning, the damage is strictly a consumer service condition.

a) Permanent stains.

b) Holes and tears caused by mechanical means, except when there is a question that the damage occurred during commercial servicing.

c) Holes and tears caused by previously sunlight weakened fibres.

d) Colour and fabric damage caused by consumer use of spotting chemicals other than water and drycleaning solvents.

e) Damage caused by abnormal conditions of service or by conditions which are peculiar to the individual.

f) Loss of fit or size caused by felting shrinkage in laundering woollen fabrics.

g) Loss of fit or size due to shifting of body weight, growth or weight gain of the individual.

**2. Consumer Not Responsible** - A claimant is not responsible for those conditions or occurrences over which he has no control unless it can be shown otherwise that these are the result of negligence or of unusual and unreasonable service hazards.

**EXAMPLE:** A garment can show some slight evidence of fading or colour change over the period of its Life Expectancy and still fall within the meaning of a serviceable product or it can fade markedly in a relatively short time. Since fading is not considered a consumer caused problem, it would be necessary to show this to be a normal condition based on criteria contained in AS/NZS Standard 2621.

- a) Fading or colour change caused by light during the normal use of the item.
- b) Fading or colour change caused by atmospheric contaminants, except if shown to be in excessive amounts in the individual's home or place of business.
- c) Loss of colour in home laundering when properly carried out for the product according to its implied or specified serviceability status.
- d) Relaxation shrinkage in laundering.
- e) Colour loss of staining caused by dyes or pigments that are effected by plain water or drycleaning solvents.
- f) Yarn slippage, frayed seams due to poor seam binding in construction.

## SECTION 6.

### DETERMINATION OF ADJUSTMENT VALUES.

#### A. Liability for Adjustment

Assuming liability for the payment of a claim has already been established, this section of the Guide offers a procedure for appraising the worth of a textile article on which an adjustment is to be made. The information in this section has become widely accepted as a voluntary means of establishing the monetary value of an article for claims adjustment purposes.

#### B. Factors Determining Adjustment Value

Many factors are taken into account when deciding the value of a used textile article in adjusting a claim. How long is it expected to perform satisfactorily, how much has it been used, and the depreciative effect of style changes all have a bearing on its monetary value. (See Section 2, Life Expectancy.) A well-worn often used garment is less value than an identical garment of the same age that is in good condition. Aside from the amount of use it has had, however, a garment loses value merely with the passage of time because of changes in style and appearance. A garment or other textile product loses its value even if its owner has not obtained the fullest use of it.

Differences in monetary value also result from differences in basic characteristics of the article. For example, a lined drapery will give longer service than an unlined one; sheer curtains or draperies generally do not last as long as heavier drapery fabrics. All of these factors have been taken into account in the establishment of Life Expectancy Rates in Table I.

#### C. Residual Value vs Antique Value

Beyond its term of Life Expectancy, an article retains a "residual value" for as long as it remains in useful condition. This is usually a minimum monetary value, except in the case of heirlooms or articles that have a recognised antique or historical value based on the current market demand for such products. Because people form sentimental attachments which tend to inflate the value of articles they own, "sentimental value" has been ruled out as a valid consideration. Also labour content of homemade garments has been ruled out for similar reasons.

#### D. Replacement Cost of Article on Adjustment Value

Adjustment value is based on the cost of acquiring a new article of comparable quality and is referred to as **Replacement Cost**. The original cost is **not** taken into account except as may be necessary as a guide for establishing quality. The same applies to gift articles for which no payment was originally made. This is in accord with well-established practices in the insurance adjustment field.

#### E. Effect of Condition of Articles on Adjustment Value

Three levels of adjustment are defined in relation to the amount of use and care the article has had. An article is accorded a maximum value when in "excellent" condition, and a minimum value when rated as "poor" within the meaning of the following definitions of these terms:

Excellent Condition - Having the appearance of an exceptionally well cared for article which belies its age.

Average Condition - Having an appearance expected of an article which has had reasonable use, considering its age.

Poor Condition - Having the appearance of extensive use but not of abuse. Evidence of repairs, the presence of well-worn areas and permanent discolouration, provided they do not destroy usefulness of the article, are considered to be signs of poor condition.

It is assumed that in the first year of service it is not likely that the effects of use would have become sufficiently noticeable to permit an evaluation.

## **F. Age of Textile Products**

The age of an article shall be calculated from the time of its purchase as a new article. This age may be determined by receipts of purchase, by store records, by informed opinion, or negotiation. It is presumed that an age factor can be established to the satisfaction of the parties involved in the claim.

## **G. Condition of Lost Articles**

In the case of lost article that are not available for examination, it is assumed that they are in “average” condition and that the factors of replacement cost and actual age can be negotiated satisfactorily.

## **H. Basis for Claims on Articles Having Complementary Value**

Liability for adjustments shall be to **all** those items involved. For example damage to a pair of trousers of a three piece suit may involve liability of all three pieces. Liability may extend to all items even if they were not involved in the transaction.

NOTE: When adjustments of 100% of depreciated cost are made, payer of the adjustment becomes owner of the entire garment.

Items sold as coordinated “separates”, such as jumper, skirt and blouse ensembles, are treated as individual, unrelated articles because they can be used independently.

An article that has not been damaged, but which contains an accessory that has been lost or damaged, shall be subject to an adjustment by replacement of the part with a reasonably satisfactory substitute. Buttons, matching and contrasting belts or other detachable accessories are included in this category. Conversely damaged embroidery or other firmly placed ornamentation, partial belts permanently attached to a dress, and other integral features of a garment which cannot be repaired or replaced to reasonable satisfaction, shall be considered the same as damage to the entire garment.

## **I. Wedding Gowns**

A wedding gown is bought for a specific occasion and, unless altered to another use, cannot be worn again except for another wedding. It is within keeping with the philosophy of this Guide to regard such a garment as having substantially fulfilled its intended purpose after the wedding. Its value is thereby reduced to not more than **50%** of its **replacement cost**. **A new garment prior to the wedding is rated at full value**. When altered as a dressy garment, the life expectancy rating for the **new** classification is applicable.

## **J. Repairs in Lieu of Adjustment**

Some types of damage to textiles can be repaired satisfactorily, such as re-weaving holes or tears. It is understood that liability can be discharged in certain cases by expert repair of the damaged areas provided the repair does not change the monetary value of the article below what it was before the damage took place.

## **K. Use of Tables for Calculating Adjustment Values**

Table I gives life expectancy rate for various textile articles. Table II, based on the actual age of the article, is for use in calculating adjustment values. Use of the table assumes that the age of the article has been agreed to in terms of months for items having a life expectancy up through 5 years, and in number of years for items with a 10 year life expectancy. The corresponding adjustment values shown in this table are given in percent of the replacement cost.

## **L. Effects of Adjustment by Return of Damaged Article.**

When a cash adjustment is paid on a damaged article, or an article has been returned to a store for credit, the payer of the adjustment or credit has acquired ownership and may properly take possession. The article may have value as merchandise, or it may serve an educational purpose. If it is wanted by the person receiving the adjustment, such return may be considered in lieu of part or full cash payment or credit.

### **M. Waiver of Service Charges**

When loss or damage occurs in servicing due to negligence in processing, and responsibility for damage is acknowledged by the person rendering the service. When the loss or damage is the result of a condition of use or inability of the article to withstand a properly rendered service in accordance with Section 5, waiver of charges shall be at the discretion of the one rendering the service. This rule applies also to a retailer who has the service performed by others. When a claim of product failure is made against a retailer, inclusion of the cost of the service involved in any adjustment or settlement to be made shall be at the discretion of the retailer.

### **N. Unauthorised Service**

When service is rendered which was not authorised by the customer and such service has caused a change in appearance from the original that is not acceptable to the customer, such change shall be treated the same as damage caused by negligence or inadvertence. For example, an unauthorised redyeing of a garment to an undesirable colour is regarded the same as colour damage.

## **Use of Guide for Income Tax Office**

Income tax authorities have stated that Table II of the guide may be used for the purpose of determining the "fair market value" of used textile products contributed to charitable organisations. To do this, apply the same procedures of calculation as for adjustments. (See: Step by Step Use of Tables.)

Generally, the single formula of 15% of replacement cost is an acceptable basis of valuation for used articles. The reasoning is that most items given to charity have exceeded their normal period of life expectancy and have entered the residual-value period which continues as long as the article is in useful condition.

Tax authorities recommend that donors of textile products keep a memorandum of such gifts which gives descriptions of items, individually estimated replacement costs, and by whom the contributions were received. If the contribution was deposited in a collection box maintained by a recognised charitable organisation, give location of box and date of deposit.

## Table I Textile Life Expectancy Rates in Years

<u>MEN'S AND WOMEN'S WEAR</u>			
1. Bathing Suit	2	20. Trousers, Slacks & Shorts	
2. Blouses, (Dress and Sports)		wool or wool blends	4
white cotton	3	cotton blends	2
coloured, cotton, silk & synthetic	2	21. Underwear	
3. Choir & Religious Robe	5	socks	1
4. Coats, Jackets and Blazers		foundation garments	1
cloth (dress and sport)	4	underpants	1
pile	3	lingerie	2
fur (imitation)	3	22. Vests	2
leather and suede	5	23. Windjackets (see #14)	
imitation suede	3	24. Work Uniforms	1
wool	4		
cotton and blends	3	<u>CHILDREN'S WEAR</u>	
plastics	2	1. Coats & baby sets	2
flocked or coated	2	2. Dresses	2
5. Denim		3. Suits	2
jackets	3	4. Playclothes	1
jeans or skirts	2		
bleached or stonewashed	3	<u>LEATHER, SUEDE AND FUR</u>	
6. Dresses		1. Coats	
casuals	1	fur	10
fancy	2	leather	5
evening	3	suede	4
high fashion	2	2. Dresses	
imitation suede	3	leather	4
wedding (See Section 6)		suede	3
7. Dressing Gowns		3. Fur Hats	5
wool	3	4. Gloves	
lightweight	1	leather	3
quilted and heavy	3	suede	2
silk	2	fur	4
other	2	5. Skirts	
8. Formal Wear	5	leather	5
9. Gloves		suede	4
fabric	1	6. Trousers, Slacks & Shorts	
leather	3	leather	5
10. Hats		suede	3
felt and straw	2	fur	5
fur	5	7. Vests	5
fabric	2		
11. Jumpers and cardigans		<u>HOUSEHOLD FURNISHINGS</u>	
wool	4	1. Bedspreads	3
wool blends	3	2. Blankets	
synthetics	3	heavy wool	10
12. Neckties	1	lightweight	5
13. Plastics Apparel	2	electric	5
14. Rainwear and Windbreakers (Anoraks)		synthetic	5
film and plastics coated	2	cotton	3
fabric	3	3. Curtains and Draperies	
rubber (wash only) and plastic	3	sheer	3
15. Scarves	2	glass fibre	4
16. Shirts		lined or coated	5
plain	2	unlined	4
wool or silk	2	linings	4
casual cotton blend	3	4. Eiderdowns & Continental Quilts	5
other	2	5. Sheets and Pillow Cases	2
17. Ski Jackets		6. Slipcovers	3
fabric	3	7. Table Linen	
quilted	2	linen	5
rubber and plastic	2	cotton blend	3
18. Skirts		others	2
wool	4	8. Towels	2
cotton	2	9. Upholstery fabrics	
leather	5	woollen lounge covers	5
other	2	fabric	5
19. Suits		vinyl	2
summer weight	3	leather	10
wool or wool blends	3	10. Woollen Underlays	5
cotton and synthetic	2		
winter weight wool	4		
wash suits	2		
imitation suede	2		

**TABLE II**

Life Expectancy Rating of Article (from Table I)						Adjustment Values		
1	2	3	4	5	10	% of Replacement Cost		
Age of Article in Months					Age in Years	Excellent	Average	Poor
0 to 4	0 to 4	0 to 4	0 to 4	0 to 4	0 to 1 year	100%	100%	100%
4 to 7	4 to 7	4 to 10	4 to 13	4 to 16	1 to 4 years	75%	75%	60%
7 to 9	7 to 13	10 to 19	13 to 25	16 to 31	4 to 6 years	70%	60%	45%
9 to 11	13 to 19	19 to 28	25 to 37	31 to 46	6 to 8 years	50%	40%	30%
11 to 13	19 to 25	28 to 37	37 to 49	46 to 61	8 to 11 years	30%	20%	15%
13 months & older	25 months & older	37 months & older	49 months & older	61 months & older	11 years & older	20%	15%	10%

Note: Ages are given to, but not including the 1st day of the month of the year shown.



## STEP BY STEP USE OF TABLES

- 1) Determine and cost of replacing the article. (See Section 6, Paragraph D.) This is the replacement cost.
- 2) Determine the Actual Age of the article in months (in years for "ten year" items.)
- 3) Determine the condition of the article as Excellent, Average or Poor. (See Paragraph E.)
- 4) Select from Table I the Life Expectancy rating of the article.
- 5) Refer to the top of the column in Table II which shows the Life Expectancy rating selected in Step 4. Read down this column to the box showing the Actual Age and across to the Adjustment Value.
- 6) In Table II select the box under "Adjustment Values" which applies, according to condition of the article.
- 7) Multiply the percent figure given in Table II by the Replacement Cost figure determined in Step 1. This will be the Adjustment Value.

### EXAMPLES

#### **Example 1 - High fashion cocktail dress.**

Replacement cost	-	\$200.00
Life Expectancy	-	3 Years
Actual Age	-	30 months (Table II)
Condition	-	Excellent
Adjustment Value	-	30% or \$60.00 (Table II)

#### **Example 2 - Man's leather coat**

Replacement cost	-	\$200.00
Life Expectancy	-	5 years
Actual Age	-	5 months
Condition	-	Excellent
Adjustment Value	-	75% or \$135.00

#### **Example 3 - Man's wool slacks**

Replacement cost	-	\$35.00
Life Expectancy	-	3 years
Actual Age	-	60 months
Condition	-	Poor
Adjustment Value	-	10% or \$3.50

#### **Example 4 - Custom Made, lined draperies**

Replacement cost	-	\$1000.00
Life Expectancy	-	5 years
Actual Age	-	48 months
Condition	-	Average
Adjustment Value	-	20% or \$200.00