

# PremiumCare

## Product Protection Plan



### Premium Care Features

- Replacement for sub \$400 product
- Coverage for fair wear and tear
- Free Assessment
- Free freight cost
- Power surge protection
- No lemon guarantee
- Overseas protection
- Repair time guarantee
- Protection plan transferable

Conditions apply, see terms and conditions for full details.

UP TO  
**5 YEARS**

PRODUCT  
PROTECTION



the warranty group®

## Policy Wording: March 2015

Congratulations on Your new purchase. We are pleased that You have elected to protect Your purchase with Our Premium Care Product Protection Plan.

### Summary of rights and remedies for consumers under the Consumer Guarantees Act

You are a consumer under the Consumer Guarantees Act if You:

- (a) Acquire goods or services that are ordinarily acquired for personal, domestic, or household use or consumption; and
- (b) Do not acquire or hold Yourself out as acquiring them for the purpose of—
  - (i) resupplying them in trade;
  - (ii) consuming them as part of a process of production or manufacture; or
  - (iii) in the case of goods, repairing or dealing with them in trade in relation to other goods or fixtures on land.

If a business sells You goods as a consumer then those goods must:

- be **durable** for as long as most people would expect that kind of good to last;
- be **fit for their purpose** – do the normal things that people would expect this kind of good to do;
- be **free of minor and major faults**;
- do **what You the consumer are told they do** including anything You are told about them and anything written on the box or in advertising material;
- **arrive on time** (if they are delivered) and be in **good condition**.

### Rights

If You as consumer have problems with a good, You have the following rights:

- **If the failure is serious** You can choose between a **refund**, a **replacement** with goods of the same type and similar value, a **repair** or **keeping the goods** and the business that sold You the goods will pay You an amount of money to cover the loss in value.
- **If the failure is not serious** the business that sold You the goods can choose to **refund**, **repair** or **replace** with goods of identical type. If they choose to repair or replace it must be done within a reasonable time or You can ask for a refund.

- **If the failure makes the goods unsafe** You can choose between a **refund**, a **replacement** or **keeping the goods** with the business that sold You the goods paying You an amount of money to cover their loss in value.
- **If You incur extra costs from the failure** the business that sold You the goods must pay You a **reasonable amount for damage** caused by any fault or for **extra costs** caused by the failure of the goods including any costs in returning the goods.

## Remedies

- You can claim a remedy directly from the business that sold You the goods. You do not have to contact the manufacturer, a repair person or any other third party to claim a remedy instead of claiming from the seller. If the seller tells You to do that, they are likely to breach the Fair Trading Act by misleading You about Your rights.
- You will lose the right to a refund for a serious failure if You do not contact the business that sold You the goods and ask for a refund soon after You discover the fault.
- You must return the goods to the business that sold them to You for a refund unless they are large or heavy or difficult to move. If they are, then the business that sold You the goods must arrange for them to be returned.
- If the remedy is for the goods to be repaired, You must give the business that sold You the goods the chance to repair them before You take them to someone else to repair. They do not have to cover the cost of a repair if You do not contact them first.
- There is no limit on the number of claims You can make.
- If the business that sold You the goods has repaired or replaced them, You have the same rights with that item as You had with the original goods.
- If the business that sold You the goods disagrees about the fault, what caused the fault or what remedy You are entitled to, You can take them to the Disputes Tribunal. There is a cost which You pay to the Tribunal for taking such a claim.

## Additional protections provided by the Premium Care Product Protection Plan

Your Premium Care Product Protection Plan operates alongside any rights and remedies to which You may be entitled under the Consumer Guarantees Act 1993 and any other law that applies to the Covered Item. Your Premium Care Product Protection Plan does not affect or limit any rights under the Consumer Guarantees Act 1993, it gives You additional benefits over and above the guarantees of the Consumer Guarantees Act 1993. In summary these benefits include:

- Cover is provided even if Your Covered Item fails due to **Fair Wear and Tear** rather than due to a manufacturing fault, where such protection is not available under the Consumer Guarantees Act 1993;
- **automatic replacement** for an approved claim where the Purchase Price of a Covered Item is **under \$400** (or refund by way of Store Card), where such replacement is not available under the Consumer Guarantees Act 1993;
- after a Covered Item has been repaired three times, Your Covered Item will be replaced should it fail again. Under the Consumer Guarantees Act 1993, Your Covered Item may continue to be repaired if the failure is not serious;
- any **repairs will be completed** and the Covered Item returned or made available to You **within 21 days**, otherwise We will replace the Covered Item (or refund by way of Store Card). We consider that this may be a shorter repair timeframe than that provided in the Consumer Guarantees Act 1993 and that Your replacement is guaranteed;
- if a Covered Item in Your possession suffers a Breakdown while You are **overseas**, for an eligible claim We can authorise You to arrange for the Covered Item to be repaired while overseas at Our cost;
- You are Covered if a Covered Item suffers a Breakdown due to a power surge;
- Premium Care Product Protection Plan is transferable if You sell the Covered Item;
- Certain items will be **Covered for Small Business** use, where such protection is not available under the Consumer Guarantees Act 1993;
- You have additional benefits of Cover for food spoilage and laundry costs even when Your Covered Item fails due to **Fair Wear and Tear** rather than due to a manufacturing fault, where such protection is not available under the Consumer Guarantees Act 1993.

## **Cancellation**

We understand that all customer needs are different. Accordingly, as part of the Premium Care Product Protection Plan, We offer a 14 day Cooling Off Period. If You should decide for any reason whatsoever that Premium Care Product Protection Plan does not suit Your individual needs, You may cancel Your Premium Care Product Protection Plan and receive a full refund of the Purchase Price of the Premium Care Product Protection Plan (as long as no claims have been lodged before You cancel). Please return to the store from which You purchased the Covered Item within 14 days of purchase in order to cancel and You will receive a full refund on Your Premium Care Product Protection Plan. Alternatively call 0800 448 595 to receive assistance on how to cancel Your Premium Care Product Protection Plan within the Cooling Off Period.

## **Who is the Insurer?**

This insurance Policy is underwritten and issued by Virginia Surety Company, Inc. (NZ Company No 920655) (the Insurer) 359 Lincoln Road, Christchurch New Zealand, Tel: 0800 448 595, email: vscau@thewarrantygroup.com. In this Policy Wording, the Insurer is called 'We', 'Us' or 'Our'.

The Warranty Group Australasia Pty Ltd (NZ Company No 2367681) (the Administrator) 359 Lincoln Road, Christchurch New Zealand, Tel: 0800 448 595, email: vscau@thewarrantygroup.com performs some administrative Policy functions on Our behalf.

## Premium Care Product Protection Plan

Your Premium Care Product Protection Plan agreement for the Covered Item comprises the Policy Wording contained in this booklet and the Retailer's Tax Invoice (i.e. Your receipt) for the purchase of the Covered Item and the Premium Care Product Protection Plan.

The date of this agreement is the date shown on Your Retailer's Tax Invoice (i.e. Your receipt). The total price payable under this agreement is the price of the Premium Care Product Protection Plan as shown on Your Tax Invoice (i.e. Your receipt).

Premium Care Product Protection Plan provides protection that is separate from any Manufacturer's Warranty for the Covered Item but it does not affect, exclude or limit any warranty for the Covered Item that is implied by law. You may have rights or remedies in relation to Your Covered Item alongside those available under Premium Care Product Protection Plan.

- A separate Premium Care Product Protection Plan must be purchased for every Item You require to be Covered.
- Premium Care Product Protection Plan commences upon conclusion of the Manufacturer's Warranty and can last for a maximum of five years from the date of Purchase. The length of time for which You have purchased Your Premium Care Product Protection Plan is set out in Your Retailer's documentation.
- This Policy Wording together with Your original Tax Invoice constitutes Your Premium Care Product Protection Plan Agreement.
- You must retain and produce the Tax Invoice (i.e. Your receipt) and this Policy Wording in the event of a claim under the Premium Care Product Protection Plan.

## Definitions

**Administrator:** means The Warranty Group Australasia Pty Ltd (NZ Company No 236768).

**Breakdown:** means a breakdown of an Item, as a result of mechanical issues, electrical issues or Fair Wear and Tear that affects the functionality or operation of the Item.

**Cooling Off Period:** means the 14 days from the purchase date of the Covered Item.

**Cover:** means the protection provided by the Premium Care Product Protection Plan as outlined in these terms and conditions and the type of Cover purchased as stated on the Retailer's Tax Invoice.

**Fair Wear and Tear:** means damage that happens through the ordinary day-to-day use of Your Covered Item.

**Insurer:** means Virginia Surety Company, Inc. (NZ Company No 920655).

**Item:** means the product purchased as stated on Your Retailer's Tax Invoice.

**Manufacturer's Warranty:** means the original Item warranty coverage provided by the manufacturer from the date of purchase of the Item.

**Policy Wording:** means this document issued to You containing the terms, conditions and exclusions of Cover.

**Premium Care Product Protection Plan:** means the protection for the Covered Item. The Retailer's Tax Invoice and this booklet, which details the terms, conditions and exclusions, makes up Your Premium Care Product Protection Plan.

**Purchase Price:** means the purchase price of the Covered Item specified on the Retailer's Tax Invoice, inclusive of GST.

**Retailer's Tax Invoice:** means the original purchase invoice for the Item Covered by this Policy.

**Replacement Terms:** means the paragraphs in this document under the heading "Replacement Terms".

**Small Business:** means a business operating with not more than five employees.

**Store Card:** means a store card or credit voucher redeemable for purchases at the participating store listed on Your Retailer's Tax Invoice.

**We, Us, Our:** means Virginia Surety Company Inc. (NZ Company No 920655).

**You, Your:** means the person nominated as the purchaser on the Retailer's Tax Invoice.

## Benefits of the Premium Care Product Protection Plan

- 1. Peace of mind:** You are Covered for problems with the functionality or operation of Your Item, including Fair Wear and Tear, during the term of Your Premium Care Product Protection Plan.
- 2. Replacement for products under \$400:** During the period of Your Cover, if Your Item costs less than \$400 and it suffers a Breakdown, We will replace it with a new product or provide a Store Card.
- 3. No Lemon Guarantee:** During the period of Your Cover, if Your Item costs more than \$400 and has been repaired three times under Your Premium Care Product Protection Plan, on the fourth time We will replace it with a new product or provide You with a Store Card.
- 4. Repair Time Guarantee:** If We take longer than 21 days to repair Your Item, We will replace it with a new product or provide You with a Store Card. Our 21 day guarantee commences from when the repairer has possession of Your Item and ceases the earlier of:
  - The date the repairer sends to You or makes available to You Your Covered Item having completed repairs; and
  - The date that is 21 days after the repairer received possession of Your Item.
- 5. Fair Wear and Tear:** We Cover mechanical or electrical breakdown of Your Item even as a result of Fair Wear and Tear.
- 6. Free Assessment:** We will not charge You for an assessment, even when no fault is found with Your Item.
- 7. Free Freight Costs:** During the claims process, We will Cover any freight costs associated with the handling of Your Item.
- 8. Power Surge Protection:** Your Item is Covered for a Breakdown caused by a power surge.
- 9. Overseas Protection:** Portable Items such as Laptops, Tablets, Mobile Phones and Digital Cameras that can be used whilst travelling overseas are Covered when they suffer a Breakdown whilst overseas.
- 10. Small Business Cover:** We provide Cover for laptops, desktops, tablets, printers and scanners used within a Small Business.



11. **Additional Benefits:** Additional food spoilage and laundry service benefits are available in the event of a valid claim for the relevant Covered Item, even when the Covered Item fails due to Fair Wear and Tear.
12. **Transferability:** Should You sell or gift Your Covered Item You can choose to transfer the Cover to the new owner of the Item.

The above benefits are all subject to the terms, conditions and exclusions set out below.

### **What is Covered by Your Premium Care Product Protection Plan**

The Premium Care Product Protection Plan applies to electrical or battery operated Items that are purchased for domestic use or Small Business use. Subject to the terms, conditions and exclusions of the Policy, We agree that if, during the period of Your Premium Care Product Protection Plan, the Covered Item suffers an unexpected electrical or mechanical failure, We may elect to repair or replace the Item.

We will pay, subject to the terms, conditions and exclusions of the Premium Care Product Protection Plan, the cost for the Item to be repaired to normal working order or the replacement cost for an equivalent Item up to the original Purchase Price. If the Item has been repaired three times under the Premium Care Product Protection Plan and it fails for a fourth time, We will replace the Item in accordance with Our Replacement Terms.

Regardless of the number of claims, the total amount payable is limited to the original Purchase Price of the Covered Item per claim.

## **Duration and expiry date of your Premium Care Product Protection Plan**

Your Premium Care Product Protection Plan commences on conclusion of the Manufacturer's Warranty and expires when the first of the following things occurs:

- We replace the Covered Item as a result of a claim;
- We provide You with a Store Card as a result of a claim;
- The date that is one year, two years, three years or four years after the conclusion of the Manufacturer's Warranty, depending on the Policy period You purchased;
- The date that is five years from the date You purchased the Covered Item. It is important for You to check the term of the Manufacturer's Warranty. For example, if You purchase a Policy for four years and the Manufacturer's Warranty is for more than one year, then Your Policy will expire in less than four years after expiry of the Manufacturer's Warranty.

Premium Care Product Protection Plan provides Coverage only to the extent not provided by any other service plan, warranty or insurance policy that Covers the Item subject to the terms and conditions of this Policy. You must first exercise Your rights under any such coverage before making a claim under Premium Care Product Protection Plan.

## **Replacement Terms**

We may replace Your Item with an equivalent product when We decide Your Item is not economically repairable. Technological advances may result in a replacement product with a lower selling price than the original Item. You will not be refunded the difference between the replacement cost and the original Purchase Price You paid for Your Item. The replacement cost shall not exceed the original Purchase Price You paid for Your Item.

Replacement of Your Item shall constitute fulfilment of this Premium Care Product Protection Plan and any remaining period of Cover does not transfer onto Your new item.

Where the original cost of the Item was \$400 or less, and the Item suffers a Breakdown as Covered by the terms, conditions and exclusions of this Policy, You will receive a replacement product or a Store Card.

**If We elect not to repair or replace Your Item, We will provide You with a Store Card that has a value equal to:**

- a. the recommended retail price of an item identical to the Covered Item or an item with equivalent specifications to the Covered Item; or
- b. where a replacement product with equivalent specifications is not available, the original Purchase Price.

If You choose not to accept a replacement offered to You by Us, You will be entitled to a Store Card of the recommended retail price of the recommended replacement item only, which may be an item identical to the Covered Item or an item with equivalent specifications to the Covered Item.

**Replacement/Store Card Notice:** If Your Covered Item is replaced or a Store Card is used as settlement, the faulty Item will become Our property. In this instance, the benefits under Your Premium Care Product Protection Plan will have been exhausted and Coverage will cease immediately and there will be no refund of the purchase price You paid for the Premium Care Product Protection Plan.

### **Additional Benefits**

Premium Care Product Protection Plan includes an additional benefit for food spoilage if Your Covered Item is a refrigerator or freezer. We will pay, subject to the terms and conditions of Cover, up to \$300 per Policy where the spoilage was caused by or attributable to a fault that is the subject of a valid claim. You will be required to show evidence of food spoilage with food receipts and photos of the spoiled food.

Where Your Covered Item is a clothes washer or clothes dryer, Premium Care Product Protection Plan provides an additional laundry service benefit. We will pay subject to the terms and conditions of Cover, up to \$110 for laundry services during the period of Cover. The laundry service will need to have been incurred whilst the Covered Item in a valid claim is being addressed. Laundry service receipts will be required in the event of a valid claim.

## What is Not Covered

Premium Care Product Protection Plan does not provide Cover for:

- Items being used for commercial purposes unless being used within a Small Business;
- Any software or virus related faults;
- Products with less than a three (3) month Manufacturer's Warranty;
- Failure caused by inherent defects such as date non-compliance or design defects;
- Consumable products such as cables, cords, cartridges, tapes, software items, batteries, fuses, bulbs including projector bulbs, projection TV lamps and bulbs, styli, ribbons, filters, toner and the like or peripherals;
- Damage caused prior to or during delivery;
- Failure as a result of improper or unauthorized modification or repair;
- Failure to follow the manufacturer's installation or operating instructions or where the repairs being claimed for are not claimable under the manufacturer's original warranty or are subject to manufacturer recall;
- Normal maintenance, cleaning, lubrication, alignment, tuning, reprogramming and/or adjustment to the Item;
- Cosmetic faults or damage which does not affect the operation of the Item;
- Failure caused by accidental or deliberate damage, neglect, abuse, wilful act, misuse, theft, sand, water or liquid damage, rust, corrosion or battery leakage, mildew and mould;
- Failure caused by damage from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strikes, labour disturbance, lockout or civil commotion;
- Failure resulting from external sources including but not limited to, infestation of vermin, pests or insects, acts of nature, interference;
- Failure resulting from internal or external blocked pipes, hoses and/or filters;
- Failure caused by external wiring and connections, or non-compatibility of accessories;
- A burned computer screen due to it sitting idle for long periods;
- Failure of speakers as a result of overloading;
- Any consequential loss, damage or liability incurred as a result of an electrical or mechanical failure of the product, other than as specified in this Policy;

- Loss of software, data or CD-Rom disks as a result of viruses, malfunction or damage of an operating part;
- Repairs, replacements or any associated costs such as removal or installation costs which have not been authorised by the Administrator;
- Water damage if used under conditions which exceed product manufacturer's water pressure guidelines;
- Any accessories purchased in addition to the Item, for example but not limited to memory cards, cases, bags, battery chargers and the like;
- Repairs on Items located permanently outside New Zealand;
- Breakdowns that occur within the Manufacturer's Warranty; or
- Breakdowns which are not reported within the term of the Cover.

## **Transfer**

If You sell or gift the Covered Item, Premium Care Product Protection Plan can be transferred to the new owner if You call the Administrator on 0800 448 595 within seven days. Our total liability under Premium Care Product Protection Plan is not increased as a result of any such transfer.

## **What to do if Your Covered Item fails and You need to make a claim**

Review the manufacturer's product manual and instructions, as this will often pinpoint what is wrong and advise You how to remedy the failure. If this fails to identify the problem or the Item needs repair, contact Us on 0800 448 595 and We will direct You to an appropriate service centre or arrange for a service call. Please ensure You have Your Retailer's Tax Invoice available when calling.

Please note that costs associated with repair, removal or installation of the Item will not be paid unless first authorised by Us and performed by a repairer who has been authorised by Us.

We may avoid or reduce a claim under Your Premium Care Product Protection Plan if You make any misrepresentation or any fraudulent or dishonest act or omission in connection with the claim.

## Subrogation

When We pay a claim under the Premium Care Product Protection Plan, We have the right to take over and enforce any right to recover the loss from another party. We may do this in Your name and You have an obligation to assist as required.

## Dispute Resolution

Should You have a concern relating to any area of Our business or Your Policy, You may request that it be dealt with by the supervisor or manager directly responsible for that area. If Your complaint is not resolved by the supervisor or manager, Your complaint may then be referred to Our Internal Dispute Resolution Facility (IDR Facility). You can contact Our IDR Facility Panel (the IDR Panel):

- by phone on 0800 443 881
- by emailing us at [customerfeedback@thewarrantygroup.com](mailto:customerfeedback@thewarrantygroup.com); or
- by writing to Virginia Surety Company, Inc. P.O. Box 355, Christchurch New Zealand.

We will respond to Your complaint in writing within 15 working days provided We have all the necessary information. If You are not satisfied with the outcome You may refer the matter to the Insurance & Savings Ombudsman (ISO) within 2 months from the date of the IDR Panel's decisions. The ISO may be contacted:

- by phone on 0800 888 202 (free call);
- by fax on (04) 499 7614;
- by writing to PO Box 10845, Wellington 6143 New Zealand;
- by emailing them at [info@iombudsman.org.nz](mailto:info@iombudsman.org.nz)
- on the web [www.iombudsman.org.nz](http://www.iombudsman.org.nz)

Alternatively, if You disagree with the IDR Panel's decision and You do not wish to refer Your dispute to the ISO, You may refer Your dispute to a formal legal process such as the courts.

This Policy is governed by the laws of New Zealand and by accepting this Policy You submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Policy.

None of the above affects Your rights under New Zealand consumer legislation, including the Consumer Guarantees Act 1993, and You may invoke those rights at any time.

## Your Privacy

Pursuant to the Privacy Act 1993, please note the following information:

Under this Policy, information is collected about You. The information collected is held by the Administrator and used by the Administrator and the Insurer (and their contractors and agents) to administer Your Policy. If You do not provide this information, We may decline Your application to take out the Policy. You have the right to access, and request correction of this information, subject to the provisions of the Privacy Act 1993. If You have any questions about the information collected about You, please contact the Administrator at [customerfeedback@thewarrantygroup.com](mailto:customerfeedback@thewarrantygroup.com).

## Rating

Virginia Surety Company, Inc. has an A- (Excellent) Financial Strength Rating given by A.M. Best Company. As at the date of this Policy Wording, A.M. Best Company is an approved rating agency under section 62 of the Insurance (Prudential Supervision) Act 2010. The rating scale is:

<b>Secure</b>	<b>Vulnerable</b>
<b>A++, A+ (Superior)</b> <b>A, A- (Excellent)</b> <b>B++, B+ (Good)</b>	<b>B, B- (Fair)</b> <b>C++, C+ (Marginal)</b> <b>C, C- (Weak)</b> <b>D (Poor)</b> <b>E (Under Regulatory Supervision)</b> <b>F (In Liquidation)</b> <b>S (Suspended)</b>

**PLEASE ATTACH YOUR TAX INVOICE (RECEIPT) HERE**



the warranty group®

**The Warranty Group**

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