



Product Protection

What Noel Leeming Product Protection Can Offer You

This table is a summary of cover.

FEATURES AND BENEFITS	MANUFACTURER'S WARRANTY	CONSUMER GUARANTEES ACT	YOUR NOEL LEEMING COVER
Breakdown Period of Cover	Generally, 1 or 2 years from purchase	For a 'reasonable period'	Up to 7 years inclusive of Manufacturer's Warranty depending on the Item and Noel Leeming Product Protection term purchased
Automatic replacement on Covered Items \$500 or less	In some circumstances	In some circumstances	Yes
Lemon protection on Covered Item more than \$500	No	In some circumstances	Yes - automatic replacement upon third Breakdown from date of purchase of the Covered Item
Freight cost on covered claims	In some circumstances	Yes - if Act applies	Yes
Overseas protection for portable devices	In some circumstances	In some circumstances	Yes
Commercial or Business use	No - unless allowed by Manufacturer's Warranty for limited time	Yes - if Act applies and not contracted out of	Yes - in certain circumstances
Failure due to "normal Wear & Tear"	No	In some circumstances	Yes
Encapsulated or enclosed battery cover	Yes	Yes - if Act applies and only if battery fails	Yes
Power surge or sulphur damage cover	No	In some circumstances.	Yes
Food Loss	In some circumstances	Yes - if Act applies	Yes
Blockage protection for certain White Goods	No	No	Yes
Laundry Cover	In some circumstances	Yes - if Act applies	Yes
30-day Price Protection	No	No	Yes - with conditions
Technical Support	Some Manufacturers supply a help line on some products	No	Yes - 30 days free Tech Support via helpdesk only
24/7 online claims lodgement	No	No	Yes
Rights transferable on private sale	Yes	Rights against Manufacturer - Yes	Yes - multiple transfers, when We are advised

To make a claim, please log onto <https://eclaims.virginiasurety.co.nz/nlg/>
The website provides links to the claims Administrator's website which provides a 24-hour 7-day assured claims lodgement service, with a response within 24-hours of the next business day Monday - Friday (excluding Public Holidays).
Or phone 0800 555 989 seven (7) days a week 9 am - 6 pm (excluding Public Holidays).

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Features

- Coverage for Fair Wear and Tear
- Replacement for items \$500 or less
- Coverage for Breakdowns
- Free Assessment
- Free freight cost
- Power surge protection
- Sulphur damage protection
- Blockage protection for certain White Goods
- Lemon protection
- Portable devices overseas protection
- Some Commercial or Business Use cover
- Food spoilage
- Laundry costs
- Transferable
- Price Protection
- 30 days Tech Support - helpdesk only
- Optional MyTechSolution
 - Delivery and Package removal
 - Setup and Installation
 - Technical Support where You need it
 - Annual \$20 Voucher

Terms and Conditions (September 2019)

Congratulations on Your new purchase. We are pleased that You have elected to protect Your purchase with Noel Leeming Product Protection.

Noel Leeming Product Protection 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. A summary of rights and remedies under the Consumer Guarantees Act is set out below:

Summary of rights and remedies for consumers under the Consumer Guarantees Act 1993

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.

Goods

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 a 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 and services provided by Noel Leeming Product Protection

(for additional information on benefits, refer to the section 'Noel Leeming Product Protection Features and Benefits explained' within this booklet).

Noel Leeming Product Protection does not affect or limit any rights You may have under the Consumer Guarantees Act 1993, it gives You additional benefits which include but are not limited to:

- Cover is provided even if Your Covered Item fails due to **Fair Wear and Tear** rather than due to a manufacturing fault;
- **Automatic replacement** for an approved claim where the Purchase Price of a Covered Item is **\$500 or less** (or refund by way of gift card), even when the Breakdown is not of a serious nature;
- **Certainty** of Breakdown cover upon expiry of the Manufacturer's Warranty;
- After a Covered Item has been repaired twice due to Breakdowns from the date You purchased it, Your Covered Item will be replaced should it fail a third time even if the failure is not considered a major fault;
- The initial **assessment** of the Covered Item is **free**, even when there is no fault found or user fault;
- If Your Covered Item is a portable device in Your possession whilst You are travelling **overseas**, should it require repairs, and it is an eligible Breakdown claim, We can authorise You to arrange for it to be repaired while overseas and We will reimburse You the cost;

- You are Covered if a Covered Item suffers a Breakdown due to a power surge or sulphur damage;
- You are Covered if the Covered Item is a washing machine, clothes dryer or dishwasher and it suffers a Breakdown due to blockage;
- Where You find a cheaper price within 30 days from purchase of Your Covered Item, We will reimburse You the price difference by way of Gift Card. The minimum price difference We will reimburse You for is \$10;
- Noel Leeming will provide technical support over the phone for up to 30 days for Your Covered Item; and
- Optional MyTechSolution is available providing delivery of Your Covered Item at a time it suits You, installation assistance, technical support for the duration of the Cover and a Noel Leeming voucher on the anniversary of each Cover year.

Cancellation

We understand that all customer needs are different. Accordingly, as part of Noel Leeming Product Protection, We offer a 14 day Cooling Off Period. If You should decide for any reason whatsoever that Noel Leeming Product Protection does not suit Your needs, You may cancel Your Noel Leeming Product Protection and receive a full refund of the amount paid (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 Your Noel Leeming Product Protection and You will receive a full refund of the amount paid. Alternatively call **0800 555 989** seven (7) days a week 9:00am - 6:00pm (excluding Public Holidays) to receive assistance on how to cancel Your Noel Leeming Product Protection within the Cooling Off Period. Noel Leeming Product Protection cannot be cancelled by You after the Cooling Off Period.

We may cancel Your Noel Leeming Product Protection by giving You notice in writing for reasons including failure to comply with the conditions within this booklet or misrepresentation either prior to purchasing Noel Leeming Product Protection or during a claim.

Who is the Insurer?

We want to ensure that You get the peace of mind You deserve with every purchase You make.

Noel Leeming Product Protection is provided to You by the Noel Leeming Group Ltd (NZ Company No. 1537620) (the **Retailer** or **Noel Leeming**) 26 The Warehouse Way, Northcote, Auckland, New Zealand, Tel: **0800 444 488**, email: service.plans@nlq.co.nz. The benefits of Noel Leeming Product Protection are provided to You through an administration and underwriting agreement between the Retailer and the Insurer.

Noel Leeming Product Protection is underwritten by Virginia Surety Company, Inc. (NZ Company No. 920655) (the **Insurer**) Unit 3, Level 2, 73 Manchester Street, Christchurch 8011, New Zealand, Tel: **0800 660 017**, email: vscau@thewarrantygroup.com.

The Warranty Group Australasia Pty Ltd (NZ Company No. 2367681) (the **Administrator**) Unit 3, Level 2, 73 Manchester Street, Christchurch 8011, New Zealand, Tel: **0800 660 017**, email: vscau@thewarrantygroup.com performs administrative functions on Our behalf.

Both the Insurer and the Administrator are part of Assurant, Inc. a global provider of risk management solutions.

In these Terms and Conditions, the Retailer, the Insurer and the Administrator collectively or as applicable are called "We", "Us" or "Our".

Noel Leeming Product Protection Agreement

Your Noel Leeming Product Protection Agreement for the Covered Item comprises the Terms and Conditions contained in this booklet, any endorsements to this Noel Leeming Product Protection Agreement and the Tax Invoice (i.e. Your receipt) for the purchase of the Covered Item and Noel Leeming Product Protection. To be eligible for Noel Leeming Product Protection You must reside in New Zealand and purchase a new coverable item from Noel Leeming.

Noel Leeming Product Protection is normally required to be purchased on the same day as Your item. But as a valued customer of Noel Leeming, You can purchase Noel Leeming Product Protection no later than 30 days from the date You purchased Your item from Noel Leeming. Simply return to Your Noel Leeming store with Your Tax Invoice and purchased item to purchase Noel Leeming Product Protection. You will receive a second Tax Invoice for the purchase of Noel Leeming Product Protection. You will need to keep both Tax Invoices as they will be required at the time of a claim.

A separate Noel Leeming Product Protection Agreement is required to be purchased for each item You wish to protect.

In the event of a claim You will need to refer to this booklet and the purchase Tax Invoice You receive from Noel Leeming.

To benefit from Noel Leeming Product Protection simply add it on at the time You make Your purchases in-store or online.

Capitalised terms and expressions used in this booklet have the meanings given to them in the Definitions section of this document.

Definitions

Accidental Damage

means a sudden, unexpected and unintentional external event that results in physical damage to the Covered Item. It also includes damage caused by spilled liquids and drops as well as screen damage on portable items. It does not include cosmetic damage such as scratches, peeling, dents or chips.

Administrator

means The Warranty Group Australasia Pty Ltd (NZ Company No. 2367681).

Breakdown

means a failure of a Covered Item, whether as a result of mechanical issues, electrical issues, power surge, sulphur damage, blockage (only applies to washing machines, clothes dryers and dishwashers) or Fair Wear and Tear that affects the functionality or operation of the Covered Item. It does not include failure due to Accidental Damage.

Commercial or Business Use

means use within a work place, as long as the Covered Item is used within the Manufacturer's specification, excludes items intended to be used for public rental, public access or predominantly to generate revenue.

Cooling Off Period

means the fourteen (14) day period from the purchase date of Noel Leeming Product Protection during which You can decide to cancel Your Noel Leeming Product Protection purchase and receive a refund.

Cover
means the protection provided by Noel Leeming Product Protection as outlined in this booklet.

Covered Item
means the new item identified on the Tax Invoice which You purchased from Noel Leeming.

Dollar Limits
the maximum amount payable per claim by Us under Noel Leeming Product Protection will be the original Purchase Price of Your Covered Item (inclusive of GST).

Exclusions
means the circumstances that are not covered by Noel Leeming Product Protection as set out in these Terms and Conditions.

Fair Wear and Tear
means failure through the ordinary day-to-day use of Your Covered Item.

Gift Card
means a store card or voucher redeemable for purchases at participating Noel Leeming stores.

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

Manufacturer's Warranty
means the original in box warranty coverage provided by the manufacturer in respect of the Covered Item.

Noel Leeming, Retailer
means Noel Leeming Group Ltd (NZ Company No. 1537620) and the Noel Leeming store from which You purchased the Covered Item and Noel Leeming Product Protection.

Purchase Price
means the purchase price of the Covered Item specified on the Tax Invoice, inclusive of GST.

Purchaser
means the person or entity who purchased this Noel Leeming Product Protection Agreement and identified to Us.

Replacement Terms
means the paragraphs in this booklet under the heading "Replacement Terms".

Noel Leeming Product Protection Agreement
means the protection for the Covered Item under the Terms and Conditions of which are set out in this booklet.

Tax Invoice(s)
means the Noel Leeming receipt(s) given to You at the store or on-line for the Covered Item You have purchased and for which You have purchased Noel Leeming Product Protection.

Terms and Conditions
means this booklet provided to You containing the terms and conditions of Cover.

User
means a person who with Your approval will be the primary user of the Covered Item.

We, Us, Our
means the Retailer, the Insurer and the Administrator collectively or as applicable.

White Goods
means large electrical goods used domestically, such as refrigerators, freezers, washing machines, clothes dryers, dishwashers, cooktops and ovens.

You, Your
means the Purchaser to whom a Tax Invoice has been issued or the authorised User.

Noel Leeming Product Protection Features & Benefits explained

1. Breakdown Cover
It doesn't matter if You purchased a state-of-the-art home entertainment system or the latest mobile phone, Noel Leeming Product Protection gives You the benefit of additional Breakdown protection after the conclusion of the standard Manufacturer's Warranty.

Subject to the Terms and Conditions and Dollar Limits, whilst Cover is active Noel Leeming Product Protection provides You with peace of mind knowing that if Your Covered Item fails, whether as a result of mechanical issues, electrical issues, power surge, sulphur damage, blockage (only applies to washing machines, clothes dryers and dishwashers) or Fair Wear and Tear that affects the functionality or operation of Your Covered Item, it will be repaired or replaced.

2. Replacement for Covered Items \$500 or less
Whilst Cover is active, if You make a claim under Noel Leeming Product Protection and the Purchase Price of the Covered Item was \$500 or less when You originally purchased the Covered Item, subject to the Terms and Conditions and Dollar Limits, We will replace the Covered Item rather than repair it.

3. Lemon protection for Covered Items with a Purchase Price of more than \$500
If the Covered Item had a Purchase Price of more than \$500 and has been repaired twice due to Breakdown from the date You purchased it, if it suffers a Breakdown for the third time, then subject to the Terms and Conditions We will replace the Covered Item as set out in the Replacement Terms.

4. Unlimited Breakdown claims
Subject to the Terms and Conditions You will be able to make an eligible claim for each Breakdown of Your Covered Item during the Period of Cover. During the period that the Manufacturer's Warranty still applies, You must exercise Your rights under the Manufacturer's Warranty (and/or Consumer Guarantees Act 1993) rather than make a claim under Noel Leeming Product Protection should Your Covered Item fail due to reasons other than a power surge, sulphur damage or blockage (only applies to washing machines, clothes dryers and dishwashers).

5. Blockage protection for certain White Goods

Where Your Covered Item is a washing machine, clothes dryer or dishwasher and it suffers a Breakdown due to a blockage from a foreign substance (coins, tissues, food scraps etc), if it is subsequently found after removing the foreign substance the Covered Item does not require repairs or replacement, the Covered Item will be unblocked at Our cost. Where the Covered Item does require repair or replacement it will be subject to the Terms and Conditions.

6. Free freight cost and assessment

Under Noel Leeming Product Protection, during the claims process, We will cover any freight costs associated with the handling of Your Covered Item and We will not charge You for an assessment of Your Covered Item even when no fault is found.

Note: Free freight only applies to assessments, repairs or replacements undertaken in New Zealand.

7. Portable device overseas protection

Where Your Covered Item is a portable device, in Your possession whilst You are travelling overseas, it will be protected. However, You may be required to find a suitable and convenient repairer. You will need to contact Us prior to having Your Covered Item repaired, We will then advise You whether You are authorised to arrange the repair.

If We authorise the repair, You may be required to pay for the repair and claim the cost back from Us. You will need to provide Us with an itemised invoice of the repair costs in order to have Your reimbursement approved under Noel Leeming Product Protection. If We have authorised the repair, We will pay all reasonable costs, even if they are more than it would have cost had the Covered Item been repaired in New Zealand.

If Your Covered Item needs replacing, this will be in accordance with the Replacement Terms and any replacement item or Gift Card will be issued to a New Zealand address only.

8. Commercial or Business Use

Noel Leeming Product Protection provides cover for some Commercial or Business Use when the Covered Item was purchased for personal use.

9. Food Spoilage

If Your Covered Item is a refrigerator or freezer, We will reimburse You for food spoilage as a result of a Breakdown. We will reimburse, subject to the Terms and Conditions of Cover, up to \$200 per Breakdown where the spoilage was caused by or attributable to the Breakdown 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.

10. Laundry Costs

If Your Covered Item is a clothes washer or clothes dryer, We will reimburse You up to \$200 per Breakdown for laundry costs You incur as a result of a claimable Breakdown which renders Your Covered Item inoperable for a period of greater than seven (7) days commencing from the date the repairer has been given access to the Covered Item. Receipts for laundry costs must be submitted to support Your claim.

11. Transferable

If You sell or gift the Covered Item, Noel Leeming Product Protection can be transferred to the new

owner for the remaining period of Cover if You call the Administrator on 0800 630 108 within seven (7) days. Our total liability under Noel Leeming Product Protection is not increased as a result of any such transfer.

12. Price Protection

With price protection We will reimburse You with a Gift Card for the difference between the price You paid for the Covered Item and a lower advertised price by Noel Leeming (excluding Black Friday promotions, Boxing Day promotions or similar Noel Leeming promotions) or a competing retailer, for the same item. The minimum price difference We will reimburse You for is \$10.

The item must be the same brand, make, model name and/or number available from either Noel Leeming or a competing retailer in New Zealand. The printed advertisement or in store notification price must be within 30 days of the original purchase date of the Covered Item. You must contact Noel Leeming within 14 days from the advertisement's publication or in store notification. Some exclusions apply, please refer to the Price Protection Exclusions section of this document.

Contact Noel Leeming on 0800 555 989 (select option 6 from the menu) for details on how to make a Price Protection claim or email: price.protection@nlg.co.nz

13. 30 days Tech Support

Noel Leeming will provide remote and over the phone support for up to 30 days for Your Covered item to help with troubleshooting.

14. Optional MyTechSolution

• Delivery and Package removal

Delivery of the Covered Item (within New Zealand) at a time that suits You and dispose of the packaging for You;

• Set up and Installation

Our specialists will install and set up Your Covered Item and ensure You are confident using it;

• Technical Support Where You need it

For Your Covered Item, receive in-store support for technical or product help* and unlimited phone, online chat and remote (within New Zealand) support for the duration of Your period of Cover; and

• Annual \$20 Voucher

Receive a \$20 Noel Leeming e-voucher on the anniversary of each year of Cover purchased.

To find out more call 0800 555 989 and ask for 'MyTechSolution' or visit www.noelleeming.co.nz/my-techsolution to view terms and conditions.

*Up to two in store sessions with a Tech Solutions team member per year of Cover.

Period of Cover

The relevant period is specified in Your Tax Invoice and ceases when the first of the following occurs:

- We provide You with a Gift Card as the result of a claim;
- The date that is three (3) years from the date You purchased Your Covered Item inclusive of the

Manufacturer's Warranty; or

- For White Goods, the date that is either five (5) or seven (7) years from the date You purchased the Covered Item inclusive of the Manufacturer's Warranty.

It is important for You to check the term of the Manufacturer's Warranty.

During the period that the Manufacturer's Warranty still applies, You must exercise Your rights under the Manufacturer's Warranty (and/or the Consumer Guarantees Act 1993) rather than make a claim under Noel Leeming Product Protection should Your Covered Item fail due to reasons other than a power surge, sulphur damage or blockage (only applies to washing machines, clothes dryers and dishwashers).

Your remedies under Noel Leeming Product Protection

Whilst You are Covered, if You choose to make a claim under Noel Leeming Product Protection and the Purchase Price of the Covered Item is \$500 or less and the claim is approved by Us, then at Our sole discretion, We will replace the Covered Item in accordance with the Replacement Terms.

If the Covered Item is more than \$500 and the claim is approved by Us, then We will, at Our sole discretion:

- **Repair** the Covered Item; or
- **Replace** the Covered Item in accordance with the Replacement Terms.

Repair

We will usually attempt to repair the Covered Item in the first instance, in which case We will arrange for Your repair through a Noel Leeming authorised repairer. However, We will not always elect to repair the Covered Item (for example, if We determine that repairs are unlikely to be effective or economical). In those cases, at Our sole discretion, We will replace the item in accordance with the Replacement Terms.

If the Covered Item is heavy (e.g. a large TV with a screen size larger than 60cm), We may repair it at Your home. If We can't repair it onsite, We'll take it away to be fixed as quickly as possible.

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

Repair Notice: You should be aware that, in some circumstances, Covered Items presented for repair may be replaced by refurbished items of the same type rather than being repaired. Refurbished parts may be used to repair the Covered Item.

Replacement Terms

If We, at Our sole discretion, elect to replace the Covered Item then We will replace the Covered Item with an identical item or, if an identical item is not available, an item with equivalent specifications to the Covered Item. The cost of replacement will not exceed the original Purchase Price of the Covered Item.

Note: The replacement item We supply may have a lower selling price than the Covered Item and is a replacement based on equivalent specifications. Replacement of a Covered Item is not limited to the original manufacturer's brand due to availability and changes in technology.

If We, at Our sole discretion, determine the Covered Item cannot be repaired or replaced, We will provide You with a Gift Card that has a value equal to the original Purchase Price of the Covered Item.

If Your Covered Item is replaced or a Gift Card is issued as settlement, the faulty or damaged item will

become Our property.

Where We replace Your Covered Item, Your Noel Leeming Product Protection Agreement will be endorsed to reflect the details of the replacement item. The replacement item will become the Covered Item and Cover will continue on the same basis as prior to the replacement for the remaining period of Cover.

What is Not Covered

Noel Leeming Product Protection does not provide Cover for:

- Items being used for commercial purposes that do not fit Our definition of Commercial or Business Use;
- Items 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 but not limited to: cables, cords, software items, batteries (built-in batteries are covered), fuses, styli, bulbs and lamps, wristbands on wearable devices or peripherals;
- Damage caused prior to or during delivery;
- Loss as a result of improper or unauthorised modification or repair;
- Loss due to not following the manufacturer's installation or operating instructions correctly or where the repairs being claimed 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 Covered Item other than when it is due to a blockage in a washing machine, clothes dryer or dishwasher;
- Cosmetic faults or damage which does not affect the operation of the Covered Item;
- Loss caused by deliberate damage, neglect, abuse, wilful act, misuse, sand, rust, corrosion or battery leakage, mildew and mould;
- Loss caused by damage from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strikes, labour disturbance, lockout or civil commotion;
- Failure caused by external wiring and connections, or non-compatibility of accessories;
- Failure resulting from internal or external blocked pipes, hoses and/or filters other than when it occurs in a washing machine, clothes dryer or dishwasher;
- Failure of speakers as a result of overloading;
- Damage or loss of software, data or DVDs/CDs as a result of viruses, malfunction or damage of operating part;
- Any accessories purchased in addition to the Item, for example but not limited to memory cards, cases, bags, battery chargers and the like;
- Freight costs to ship the Covered Item to New Zealand whilst You are temporarily overseas;
- Repairs on Items located permanently outside New Zealand;
- Breakdowns that occur within the Manufacturer's Warranty other than due to power surge, sulphur damage, blockage (only applies to washing machines, clothes dryers and dishwashers), encapsulated batteries or lemon protection;
- Any and all pre-existing conditions that occur prior to the effective date of this Cover and/or any item sold used, damaged, or "as-is" including but not limited to floor models, demonstration

models, etc;

- Recovery or repossession of the Covered Item for any reason what so ever;
- Fraudulent or dishonest acts on Your or the User's part or on the part of any of Your employees acting alone or in collusion with any other person or persons;
- Where You are not residing in New Zealand;
- Consequential loss of any kind, other than that catered for with respect to food spoilage and laundry costs;
- Any recovery or transfer of data stored on the Covered Item. You are solely responsible for all data stored on the Covered Item. We do not provide You any data recovery services under this Noel Leeming Product Protection Agreement;
- If the Covered Item has incurred Accidental Damage;
- Any damage to the Covered Item that is cosmetic only or does not otherwise affect the Covered Item's functionality;
- Any Covered Item that has been repaired or attempted to be repaired by a person other than one We designate. We will not reimburse You for any repairs that You or another person make or attempt to make to the Covered Item or any loss or damage caused as a result of unauthorised repairs;
- The acquisition or destruction of any Covered Item by order of any government, public or statutory authority;
- Loss due to external causes including third party actions, fire, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, flood or acts of god/nature;
- Cost of installation, set up, diagnostic charges, removal or reinstallation of the Covered Item or replacement item;
- Theft or loss.

Price Protection Exclusions

The following exclusions apply to the Price Protection benefit:

- Items for which the printed/published advertisement containing the lower price was published more than 30 days before or after the date of the purchase;
- Items purchased by a person not residing in New Zealand;
- Shipping and/or transportation costs or price difference due to shipping, handling costs and sales tax;
- Internet only retailers will be excluded (but local appliance retailers' websites will be matched);
- Price comparisons to items purchased outside of New Zealand or in a duty-free zone;
- Used, antique, recycled, previously owned, rebuilt, or remanufactured items, whether or not you knew the item was used, antique, recycled, previously owned, rebuilt or remanufactured;
- Items which are parallel imports;
- Items advertised in or as a result of 'limited quantity', ex demo, trade in offers, 'going out-of-business sales', run out stock, 'cash only' or 'close out' advertisements, cost savings as a result of a package offer, manufacturer's coupon or free items, or where the advertised price includes bonus

or free offers, special financing, installation or rebate, or one-of-a-kind or other limited offers;

- Items shown on price lists or written price quotes;
- Any price difference found in an outlet not open to the public;
- Any price difference found with an item sold as a special deal available only to the members of specific organisations such as clubs, preferred suppliers, loyalty cards and associations or by the way of insurance company claims settlement;
- Items bought for resale, professional or commercial use;
- Items purchased subject to rebate, redeemable manufacturer's coupon or any refund of any sort, in which case your purchase price will be determined by taking into account any such rebate or refund;
- Items on lay-by are excluded from this cover; and
- Black Friday promotions, Boxing Day promotions or similar Noel Leeming promotions.

Misrepresentations or fraudulent or dishonest acts or omissions

We may void or reduce a claim under Noel Leeming Product Protection if You make any misrepresentation or any fraudulent or dishonest act or omission in connection with the claim.

What do You do if You need to make a claim?

We will assess Your claim and determine whether You are entitled to a remedy under Noel Leeming Product Protection within five (5) business days of receiving all details of Your claim and use Our best endeavours to provide Your remedy as soon as possible after the date of assessment. Please ensure You have the Tax Invoice (i.e. Your receipt) and this Noel Leeming Product Protection Agreement available when calling or lodging a claim online.

Breakdown Claim

Review the manufacturer's product manuals and instructions first as this will often pinpoint what is wrong and advise You how to remedy the issue.

If the Covered Item is within the term of the Manufacturer's Warranty, contact Noel Leeming to remedy the fault.

If the Covered Item is outside of the term of the Manufacturer's Warranty and You cannot identify the problem or the Covered Item needs repair, You may lodge Your claim online 24/7 at <https://eclaims.virginiasurety.co.nz/nlg/> or contact Us on **0800 555 989** seven (7) days a week 9am to 6pm (excluding Public Holidays) for assistance. You will need Your Tax Invoice number when lodging a claim.

At any time before or after expiry of the Manufacturer's Warranty You are entitled to exercise rights You may have under the Consumer Guarantees Act 1993 against both the manufacturer and Noel Leeming.

Price Protection claim

Contact Noel Leeming on **0800 555 989** (select option 6 from the menu) or email price.protection@nlg.co.nz to obtain a claim form. You will be required to provide the following information within fourteen (14) days of requesting the claim form:

- A copy of the original till receipt showing payment and the original purchase price;
- The advertised documents proving the difference in price between your item and the same, lower priced item such as catalogues, seller's official print notification, and print advertisements, which identifies the item, the price and the manufacturer's or distributor's references, as well as the validity period of the advertised price; and
- If it is a notified price, publicly advertised in store, this will be accepted with photographic proof which identifies the item, the price and the manufacturer's or distributor's references, as well as the validity period of the advertised price. In-store notification means a sign, poster or notice on display in the store which promotes a product. Advertisement means a printed notice in a public medium promoting a product.

We will assess Your claim and determine whether You are entitled to a remedy under Price Protection within five (5) business days of receiving all details of Your claim.

Duty Of Disclosure

When entering into a Noel Leeming Product Protection Agreement with Us You must answer Our questions truthfully and You have a duty under law to tell Us anything known to You and which a reasonable person in the circumstances would include in response to Our questions. We will use Your answers to decide whether or not to Cover You and anyone else named on the Noel Leeming Product Protection Agreement, and on what terms We will provide Cover.

It is important that You understand You are answering questions for yourself and those answers will affect anyone else You want to be covered by the Noel Leeming Product Protection Agreement.

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel the Noel Leeming Product Protection Agreement. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Noel Leeming Product Protection Agreement as never having existed.

Subrogation

When We pay a claim under Noel Leeming Product Protection, 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 the service We provide or Your Noel Leeming Product Protection Agreement, 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 Panel (the IDR Panel):

- By phone on 0800 443 881;
- by emailing Us at 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 provided We have all the necessary information. If You are not satisfied with the outcome You may refer Your dispute to a formal legal process such as the courts.

Your Noel Leeming Product Protection Agreement is governed by the laws of New Zealand and by purchasing Noel Leeming Product Protection You submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Noel Leeming Product Protection Agreement. None of the above affects Your rights under New Zealand consumer legislation, including the Consumer Guarantees Act 1993, and You may invoke these rights at any time.

Your privacy

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

Under this Noel Leeming Product Protection Agreement, 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 Noel Leeming Product Protection Agreement. If You do not provide this information, We may decline Your request to purchase Noel Leeming Product Protection. 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.

Rating

Virginia Surety Company, Inc. has an A (Excellent) Financial Strength Rating given by A.M. Best Company. As at the date of these Terms and Conditions, A.M. Best Company is an approved rating agency under Section 62 of the Insurance (Prudential Supervision) Act 2010. The rating scale is:

Secure

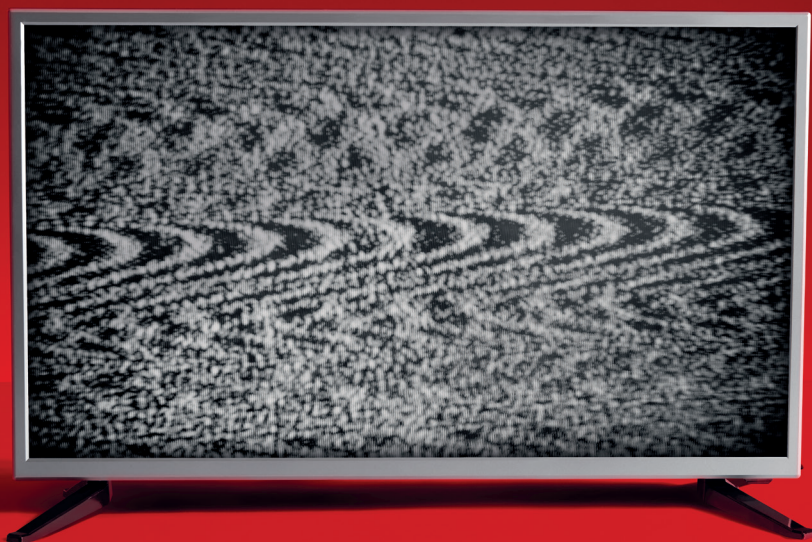
- A++, A+ (Superior)
- A, A- (Excellent)
- B++, B+ (Good)

Vulnerable

- B, B- (Fair)
- C++, C+ (Marginal)
- C, C- (Weak)
- D (Poor)
- E (Under Regulatory Supervision)
- F (In Liquidation)
- S (Suspended)

Contact Details	
Noel Leeming Product Protection Enquiries and to use Your 30 days free Technical Support	service.plans@nlg.co.nz 0800 555 989
Noel Leeming Product Protection Claim Lodgements	https://eclaims.virginiasurety.co.nz/nlg/ 0800 555 989





Version 2.0 - September 2019

To make a claim, please log onto <https://eclaims.virginiasurety.co.nz/nlg/>
The website provides links to the claims Administrator's website which provides a 24-hour 7-day assured claims lodgement service, with a response within 24-hours of the next business day Monday - Friday (excluding Public Holidays).
Or phone 0800 555 989 seven (7) days a week between 9am - 6pm (excluding Public Holidays).



Product Protection