we're here to help



EFFECTIVE FROM 01/01/2019

supercover

with price protection + optional accidental damage cover











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What SuperCover and Accidental Damage Cover Can Offer You

This table is a summary of cover.

	FEATURES AND BENEFITS	MANUFACTURER'S WARRANTY ⁺	CONSUMER GUARANTEES ACT ⁺⁺	YOUR NOEL LEEMING COVER
Timing	Period of cover	Generally 1 or 2 years from purchase	For a "reasonable" period	Up to 4 years following the expiry of Manufacturer's Warranty depending on the Product and SuperCover term purchased
Base Benefit	"Lemon" Protection	No	Yes - dependent on specific circumstances	Yes - Up to 4 years following the expiry of Manufacturer's Warranty depending on the Product and SuperCover term purchased
Accidental Damage Cover (if purchased*)	12 months Accidental Damage Cover from date of purchase	No	No	Yes - one claim only (Excess applies)
Additional Benefits from Day 1	Malfunction due to "normal wear & tear"	No	Yes - dependent on specific circumstances	Yes
	30 day Price Protection	No	No	Yes - with conditions
	Freight costs on covered repairs	In some circumstances	Yes - if Act applies	Yes
	Power surge cover	No	Maybe - under certain circumstances	Yes
	Food Loss	In some circumstances	Yes - if Act applies	Yes
	Laundry Cover	In some circumstances	Yes - if Act applies	Yes
	24/7 online claims processing	No	No	Yes
	International Coverage	Some	Yes - if the Product is returned to New Zealand	Yes - however the freight costs are excluded
	Commercial Use	No - unless allowed by Manufacturer's Warranty for limited time	Yes – if Act applies and is not contracted out of	No - for small appliance replacement; Yes - limited cover available for others
	Rights transferable on private sale	Yes	Rights against Manufacturer - Yes Noel Leeming - Only if the Product is a gift	Yes - multiple transfers, when We are advised
	Encapsulated or enclosed batteries	Yes	Yes - if Act applies	Yes

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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 between 9:00am – 7:00pm

Your cover

Please check Your Till Receipt for details of the type and term of Cover purchased. Accidental Damage Cover is an optional supplement to SuperCover. You can purchase SuperCover within 90 days of original purchase, however Accidental Damage Cover can only be purchased at time of sale.

Your rights as a customer

Your rights and remedies under SuperCover and Accidental Damage Cover are in addition to Your rights under the Consumer Guarantees Act 1993 (CGA). Under the CGA, Your product must:

- be durable for as long as most people would expect that kind of product to last
- be fit for its purpose do all the normal things that people would expect that kind of product to do
- be free of minor and major faults
- do what You are told it does including anything You are told about the Product and anything written on the box or in advertising material
- arrive on time (if it is delivered) and be in good condition.

If You think Your product does not comply with the above guarantees and You experience a problem with the Product, You may be entitled to a remedy under the CGA, as set out in further detail at the back of this booklet.

Your right to cancel

We understand that all customer needs are different. If within 7 days of the date of purchase, You decide for any reason whatsoever that SuperCover and Accidental Damage Cover does not suit Your needs, You may cancel this cover by going in store for a credit or providing notice to Us using the contact details below. You may also cancel Your SuperCover and Accidental Damage Cover where We have failed to comply with Our disclosure obligations under the Fair Trading Act 1986. If You do decide to cancel, You will receive a full refund of the purchase price of Your SuperCover and Accidental Damage Cover. For further information see the "Cooling Off Period" in the Terms and Conditions.

SuperCover and Accidental Damage Cover is provided to You by Noel Leeming Group Limited. You can contact Us:

Noel Leeming Group 26 The Warehouse Way, Northcote, Auckland 0800 555 989 service.plans@nlg.co.nz

*Accidental Damage Cover is an optional supplement to SuperCover, and only shown on Your Till Receipt if purchased. The above information is intended to be a summary only. Further details of what is and is not covered by SuperCover and Accidental Damage Cover are set out later in this document.

You may also have additional rights under the Consumer Guarantees Act 1993 which are not set out in the table above, or excluded under this Cover. For further information and guidance, please refer www.consumerprotection.gov.nz/general-help/laws-policies. "SuperCover and Accidental Damage Cover in no way affects or limits any right or remedies You may have under the Consumer Guarantees Act 1993. For further information and guidance please refer www.consumerprotection.gov.nz/general-help/laws-policies. "Manufacturer's Warranties do vary depending on the Product purchased. Please refer to Your Manufacturer's Warranty for detailed coverage of the Product purchased.

SuperCover Benefits

With SuperCover, most Breakdowns are covered.

Your Till Receipt will provide the details of the SuperCover you have purchased and the term of the cover

- Lemon Protection (as described on page 8), regardless of the nature of the faults.
- Parts and labour costs incurred in respect of covered mechanical and electrical faults. In some instances reconditioned parts may be used to effect a repair.
- Home callout fees for accepted claims for televisions 32" and over, and whiteware (excluding microwaves).
- International coverage. You can lodge a claim from most locations in the world and We can assist You.
- Limited coverage for items used for Commercial and Business purposes.
- Transfer the unexpired portion of SuperCover to a new owner.
- Sulphur damage.
- Battery cover for fully encapsulated or encased batteries, for a total period of three years from the date of purchase (including the Manufacturer's Warranty period).
- Assured Replacement Cover (as described on page 7) of most items purchased for \$450 or less.

Additional Benefits from Date of Purchase

These benefits are available from date of purchase and until the expiry of the SuperCover.

- Malfunction due to reasonable wear and tear.
- Damage from power surges or spikes (excluding lightning).
- Home callout fees for televisions 32" and over, and all whiteware (excluding microwaves), if not
 covered by the Manufacturer's Warranty.
- Food spoilage per valid freezer or fridge claim (supported by evidence of loss) caused by or attributable to a covered fault (unless already covered by the Manufacturer's Warranty).
- Laundry cover for laundry cleaning and/ or drying costs incurred (supported by receipts) caused by or attributable to a covered fault (unless already covered by the Manufacturer's Warranty).
- Freight cover for assessment and for the return of repaired Product or replacement product where the loss is attributable to a covered fault within New Zealand.
- TV remote control extension covers one replacement TV remote control during the term of this SuperCover where a mechanical or electrical fault is found.

For a full list of exclusions and definitions please refer to the terms and conditions set out in full on page 8 to 10.

You'll Love the Protection of SuperCover

Small Appliance Replacement Cover

The Small Appliance Replacement Cover applies to a specific range of new small appliances purchased from Us for \$450 or less. Please check Your Till Receipt to determine if the Small Appliance Replacement Cover applies to the Product You have purchased.

The Small Appliance Replacement Cover will replace the faulty Product as often as a covered event occurs from the expiry of the Manufacturer's Warranty period until the expiration of the SuperCover term. Small Appliance Replacement Cover is not applicable during the original Manufacturer's Warranty Period. The maximum period of Cover under the Small Appliance Replacement Cover is 2 years from the expiry of the Manufacturer's Warranty period, or 3 years from the date of purchase of the applicable Product, whichever is earlier. If no Equivalent Product is available and there is no substitute available which the Administrator considers (in its sole discretion) to be acceptable. We will give You a Noel Leeming Gift Card equal to the cost of the Equivalent Product offered. The cost of any replacement product will not exceed the Small Appliance Replacement Cover limit of \$450.

Assured Replacement Cover

Assured Replacement Cover applies to all products not covered by the Small Appliance Replacement Cover purchased for \$450 or less.

The Assured Replacement Cover will replace the faulty Product as often as a covered event occurs from the expiry of the Manufacturer's Warranty period until the expiration of the SuperCover term. The Assured Replacement Cover is not applicable during the original Manufacturer's Warranty period. For all other products which qualify for Assured Replacement Cover, the coverage ends on the expiry of the SuperCover term.

If no Equivalent Product is available and there is no acceptable substitute available which the Administrator considers (in its sole discretion) to be acceptable, We will give You a Noel Leeming Gift Card equal to the cost of the Equivalent Product offered. The cost of any replacement product will not exceed the Assured Replacement Cover limit of \$450.

For any product claim covered under the Small Appliance Replacement Cover or Assured Replacement Cover We reserve the right to undertake an inspection before settlement is arranged.

Help Us Help You

When You make Your purchase make sure the details of both the SuperCover type and the duration of cover are correctly recorded on Your Till Receipt. If You do need to make a claim You'll need to provide Us with a copy of the Till Receipt that details Your Product as well as the SuperCover You have purchased. Each product covered must have a separate SuperCover listed on the Till Receipt. If you have any questions please ask Us and We'll ensure You have the right information recorded.

If a Breakdown Occurs

Firstly, review the manufacturer's product manuals and instructions as this will assist to pinpoint the issue and advise You how to remedy the failure. If the problem persists and the Manufacturer's Warranty period has expired please contact Our claims Administrator.

Our Claim Process

You will need Your Till Receipt to log a claim with Our Administrator.

To Lodge a Claim You Can:

Log onto https://eclaims.virginiasurety.co.nz/nlg/

This website provides a 24-hour 7-day claims lodgment service, with a response within 24 hours of the next business day Monday to Friday, excluding Public Holidays. Alternatively phone 0800 555 989 between 9.00am and 7.00pm Monday to Friday, excluding Public Holidays to lodge Your claim.

Important

If Your Product is found to be in working order (i.e. not faulty or the fault found is not one that is covered under SuperCover), You will be responsible for any call out, service, repair and other charges and fees incurred in processing Your claim.

What Happens if my Product Can't be Repaired?

If Your Product is found to have a fault which is covered by SuperCover and which can't be repaired, or if the Administrator chooses (at their sole discretion) not to repair it, We will either offer an Equivalent Product (based on like kind and quality, with the nearest compatible features and benefits which may be based on current technology), or offer a Noel Leeming Gift Card equal to the cost of the replacement product offered.

Occasionally a reconditioned product may be supplied.

Your SuperCover ends when You make a claim under Your SuperCover protection and We replace the Product or a Gift Card is provided, except under the Small Appliance Replacement Cover or Assured Replacement Cover.

Lemon Protection

If Your Product has been repaired three times for any reason (whether major or minor fault) by Us after the Manufacturer's Warranty period has expired, should a 4th warrantable failure occur, You are assured that We will give You a similar replacement product (based on like kind and quality, with the nearest compatible features and benefits which may be based on current technology), or offer a Noel Leeming Gift Card equal to the cost of the replacement product offered.

Can I use my Product for Business or Commercial purposes?

Yes, except Products:

- covered under the SuperCover Small Appliance Replacement Cover
- operated by multiple users (including Products intended for public rental or communal use)
- purchased predominantly to generate revenue
- \bullet which are operated outside of the manufacturer's specifications.

We can provide a Commercial SuperCover, which covers most types of usage not covered by Our Domestic SuperCover. Please ask a Team Member for details of Our Commercial SuperCover.

SuperCover Terms and Conditions

SuperCover is Provided by Noel Leeming Group Limited

In these terms and conditions We refer to the issuer of Your SuperCover product as 'We', 'Us', or 'Our'. This is a service contract between You and Us. Your SuperCover product does not constitute or create a contract of insurance between You and Us and any information regarding Your SuperCover product should not be construed as a contract of insurance. Our SuperCover programme is underwritten by Virginia Surety Company, Inc (VSC) (New Zealand Company No. 920655). The Warranty Group Australasia Pty Ltd (TWG) (New Zealand Company No. 2367681) acts as Administrator to the SuperCover programme for VSC. Both VSC and the Administrator are part of Assurant, Inc a global provider of risk management solutions. VSC and the Administrator may be contacted at Unit 3, Level 2, 13 Manchester Street, Christchurch 8011, New Zealand, Tel: 0800 660 017, email: vscau@thewarrantygroup.com.

VSC has an A (Excellent Financial Strength Rating) given by A.M. Best Company. At publication of this document A.M. Best is an approved rating agency under Section 62 of the Insurance (Prudential Supervision) Act 2010. The rating scale is:

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

1. Exclusions from SuperCover Protection

- Repair costs that have not been approved by Our claims Administrator.
- Damage or Breakdown due to flood, wind, lightning, other severe weather conditions and acts of God.
- Damage to Your Product caused by accident, neglect, abuse, wilful act, misuse, theft, sand, liquid damage (other than in a product advertised by Us as being watertight or waterproof), corrosion or rust, battery leakage, infestation, mildew and mould.
- Any cost that can be or could have been recovered under the Manufacturer's or supplier's Warranty or product recall and any problems, malfunctions, defects, adjustments of any part or assembly of Your Product which would not have been covered by the Manufacturer's Warranty during the validity of the warranty period.
- Routine maintenance, lubrication, adjustments or alignments to the Product.
- Loss or damage caused by the failure to follow the manufacturer's recommended cleaning, maintenance and other procedures.
- Problems or malfunctions caused by unauthorised modifications, or, failure to follow the manufacturer's installation instructions, operation or maintenance instructions.
- Callout fees or any form of onsite warranty for products other than televisions over 32" and whiteware. If a manufacturer provides an onsite warranty then this expires when the Manufacturer Warranty expires and is not renewed or otherwise extended by SuperCover.
- Cosmetic or other damage which does not affect the operation or safety of the Product, damage to paint or Product finish, damage to or malfunction of (a) accessories used in or with a Product (whether built in or separate) unless covered under a separate warranty (b) cables, cords, cartridges of any kind and style (c) toners and drum rolls, tapes, light bulbs or lamps, bulbs and globes (whether internal or external to the Product), (d) add-on-options incorporated in a Product where such options are not essential to the basic functioning of the Product.
- Consumable batteries including, but not limited to. AA, AAA size.

- Screen burn and re-gassing of plasma televisions or LCD/LED technology products or, faults where the Product operates within the normal range of the manufacturer's performance specifications (including, without limitation, specifications in relation to normal, standard brightness reduction or fan noise).
- Costs of removal or reinstallation of the Product unless otherwise agreed by Us. This includes reception and transmission problems resulting from external causes; along with faults in any wiring, electrical connection or plumbing not internal to the Product.
- Mouse or track ball devices, 3D glasses, SIM cards, hand controllers for games consoles, any support relating to operator error, re-formatting, installation or recovery of data, software, viruses, Spyware Adware and any fault arising therefrom except for the limited cover available under the remote control extension.
- Any loss suffered because You cannot use or have difficulty using the Product, or any loss or damage whatsoever other than repair or replacement of the Product except for the laundry and food loss cover.
- Inoperability of a Product caused by withdrawal of services by a third party.
- Except as otherwise stated in these terms and conditions loss, damage, costs, claims and expenses (whether direct or indirect, consequential or incidental) arising from use of or inability to use the Product to the extent that the exclusion of such liability may be disclaimed by law.
- Freight, shipping and delivery costs associated with getting the Product to the designated repair agent from overseas.
- Commercial use for Products covered by SuperCover Small Appliance Cover, operated by multiple users, purchased predominantly to generate revenue, or operating the Product outside of the manufacturer's specifications.

2. Transfer of SuperCover

You may transfer the unexpired portion of SuperCover to a new owner. Please contact the Administrator on 0800 63 01 08 to arrange this. It is important to give the new owner a copy of the original Till Receipt. Should Your Product covered under SuperCover be replaced by the manufacturer during the Manufacturer's Warranty period, please contact the Administrator on 0800 63 01 08 and they will transfer the remaining unused cover period to the replacement product.

3. Settlement or Replacement

Where settlement, replacement or Gift Card is provided under this SuperCover, the original Product becomes the property of VSC either directly or indirectly via the Administrator and this SuperCover is cancelled.

4. Cooling Off Period

We understand that all customer needs are different. Accordingly as part of SuperCover We offer a "Cooling Off Period". If within 7 days of the date of purchase, You decide for any reason whatsoever that SuperCover does not suit Your needs, You may cancel Your SuperCover product by providing notice to Noel Leeming using the contact details set out in this booklet. If You do decide to cancel Your SuperCover product, You will receive a full refund of the purchase price of Your SuperCover (as long as no claims have been lodged). Should You decide to cancel after 7 days from the date of purchase and before the "28 day Cooling Off Period" expires, We will arrange a Noel Leeming Gift Card for the purchase price of Your SuperCover (as long as no claims have been lodged).

5. Availability of Service

We endeavour at all times to provide a prompt and professional claims service, however sometimes there are factors outside Our control such as manufacturer delay in parts supply and Our repairer networks existing work schedule. We value Your feedback and should You have any concerns regarding Our service please contact Our Noel Leeming Customer Service Team on 0800 555 989.

Definitions

Breakdown

means the failure of a Product, whether as a result of mechanical issues, electrical issues or normal wear and tear, that affect the functionality or operation of the Product.

Cover

means, depending on the context, either SuperCover and Accidental Damage Cover, or just SuperCover on its own.

Equivalent Product

means a product based on like kind and quality with the nearest compatible features and benefits which may be based on current technology.

Exclusions

means the circumstances that are not covered by SuperCover as set out in this brochure.

Gift Card

means a store card or voucher redeemable for purchases at participating Noel Leeming stores nationwide

Manufacturer's Warranty

means the original in box warranty coverage provided by the manufacturer in respect of the Product.

Product

means any item identified on the Till Receipt, which is a consumer home appliance or home electronics or computer equipment, which You purchased from Us.

Purchase Price

means the purchase price of the Product specified on the Till Receipt inclusive of GST.

Till Receipt

means the tax invoice or document that We issued to You at the time of purchase which identifies the Product and the SuperCover product You have purchased.

Administrator

means The Warranty Group Australasia Pty Ltd as claims facilitator.

We, Us, Our

means Noel Leeming Group Limited.

You, Your

means the person who has purchased SuperCover together with the Product, or is the person who is the new owner of the Product and has had the unexpired portion of SuperCover validly transferred to them.

SuperCover - Price Protection

What's Covered

Included with your SuperCover purchase on Your Product is the added benefit of "Price Protection". With Price Protection We will reimburse You with a Noel Leeming Gift Card for the difference between the price You paid for an item and a lower advertised price by a competing retailer, for the same item plus 10%. The minimum price difference We will reimburse You for is \$10.

Limitations

The item must be the same brand, make, model name and/or number, and available from a competing retailer in New Zealand. The printed advertisement or in store notification price must be within 30 days of the original date of sale of the goods purchased. You must contact Us within 14 days from the advertisement's publication or in store notification.

Exclusions

- Items for which the printed advertisement containing the lower price was published more than 30 days after date of the purchase
- Products 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
- Products which are parallel imported.
- Items advertised in or as a result of "limited quantity", ex demo, trade in offers, "going out-of-business sales", "cash only" or "close out" advertisements, cost savings as a result of package offer, manufacturer's coupons 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 way of insurance company claims settlement
- Item purchased 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 coverage.

Contact Us at 0800 555 989 to Obtain a Claim Form

With the claim form you will be required to provide the following information within 14 days of notifying the claim:

- An 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.
- 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.

Accidental Damage Cover

Terms and Conditions

About Your Accidental Damage Cover

Accidental Damage Cover is provided to You by VSC pursuant to an agreement with Noel Leeming Group Ltd (Master Policy). You will need to be able to provide Your Till Receipt to claim the benefits under the Master Policy.

If You are not happy with this Accidental Damage Cover, You can change Your mind, provided You tell Noel Leeming within 28 days from the date of purchase and You have not made a claim. Accidental Damage Coverage will cease at the end of the Period of Cover or when VSC have provided You any of the following in relation to the Covered Product:

- -1 repair; or
- -1 equivalent replacement product; or
- 1 payment of the Original Purchase Price.

What is 'Accidental Damage Cover'

Accidental Damage Cover' is sudden and unforeseen damage, drops or spills, resulting in Your Covered Product no longer performing some or all of the functions for which it was intended, due to broken parts or material or structural failures caused by an unintentional or unexpected external event which arises during normal handling and usage of the Covered Product.

Your Covered Product is covered while it is at Your normal place of residence in New Zealand, or while it is temporarily removed for use anywhere within New Zealand or while in transit from place of purchase to Your residence in New Zealand.

What is Covered by this Accidental Damage Cover

In the event that the Covered Product suffers accidental damage and subject to You paying an Excess, Our claims Administrator can choose to repair the Covered Product, replace the Covered Product with an Equivalent Product or provide You with a Noel Leeming Gift Card for the Original Purchase Price. Your Covered Product is covered for one (1) claim only for accidental damage anywhere in New Zealand during the Period of Cover.

Where Your Till Receipt shows You paid for delivery and/or installation at the same time You paid for Your Covered Product, these costs will be covered as part of Your Accidental Damage Cover claim. Where Your item is replaced Your SuperCover will have the unexpired period transferred over to the replacement item.

What We will pay

If You lodge a claim for Accidental Damage Cover, Our claims Administrator can choose to:

i. repair the Covered Product to the condition it was before the accidental damage occurred; or

ii. replace the item with an Equivalent Product (in the event of a replacement, the Equivalent Product
may be a later version or edition of Your Covered Product, due to technological advances which may
result in a replacement product with a lower selling price than Your Covered Product); or

iii. provide You with a Noel Leeming Gift Card for the Original Purchase Price of the Covered Product.

The following is not considered accidental damage and not covered under this Accidental Damage Cover:

- Natural Disaster
- where the covered product is lost or deemed unrecoverable, and as a result cannot be produced for inspection
- wear and tear
- burglary/theft
- rot, corrosion and rust
- action of micro-organisms, mould, mildew, fungi, or gradual deterioration
- damage caused by insects or vermin
- any process of cleaning, refurbishment, repair or restoration or modification
- scratching or denting
- mechanical, electrical or electronic breakdown except as a result of accidental damage
- inherent fault or defective workmanship, material or design
- storm or flood damage while in the open air
- any loss of use or consequential loss
- any loss of electronic data or any liability arising from this
- fire
- intentionally caused or malicious damage
- damage to a Covered Product in any of the following circumstances:
 - during the course of household removal
 - non-operating or cosmetic damage where it does not affect the operation or safety of the product, paint or product finish
 - accessories used in or with a product unless covered under a separate contract
 - batteries of any kind unless encapsulated or encased and not accessible by the end user
 - costs of re-installation of the product unless otherwise agreed by Our claims Administrator. This includes reception and transmission problems resulting from external causes, faults in any wiring, electrical connection not internal to the product freight, shipping and delivery costs associated with getting the product to the designated repair agent.

Making a Claim

Should a claim seem likely for any Accidental Damage to Your Covered Product You shall:

- Notify Our claims Administrator immediately by phoning 0800 555 989 or online https://eclaims.virginiasurety.co.nz/nlg/
- Take all reasonable precautions to prevent further damage
- Complete a claim form, in accordance with the Administrator's instructions given at the time of the claim
- Pay Your Excess.

You must not incur any expense or undertake any repair without Our claim Administrator's prior authorisation. In the event of any claim VSC shall be entitled, at their discretion and at their expense but in Your name, to take proceedings to obtain relief from any third party for anything covered by the Master Policy to undertake the conduct and control of any proceedings to which this policy applies which may compromise any of those proceedings.

Your Excess

The Excess is the amount that You must contribute towards the cost of Your claim. Your Excess is directly related to the Original Purchase Price of the Covered Product and is outlined in the table below:

Original Purchase Price	Applicable Excess	
\$0 - \$1,000	\$75	
\$1,001+	\$125	

New Excess rates effective for cover purchased from 29th May 2017

You can either pay Your Excess directly to Noel Leeming or the repairer, or in the event that We give You a Gift Card instead of a replacement product Your Excess will be deducted from the value of the Gift Card.

Definitions

Administrator

The Warranty Group Australasia Pty Ltd (New Zealand Company No 2367681) acting as Claims Administrator for VSC

Accidental Damage Cover

Sudden and unforeseen damage, drops or spills, resulting in Your Covered Product no longer performing some or all of the functions for which it was intended, due to broken parts or material or structural failures caused by an unintentional or unexpected external event which arises during normal handling and usage of the Covered Product. Your Covered Product is covered while it is at Your normal place of residence in New Zealand, or while it is temporarily removed for use anywhere within New Zealand or while in transit from place of purchase to your residence in New Zealand

Cover

Cover can consist of SuperCover and Accidental Damage Cover, or just SuperCover on its own

Covered Product

The original product purchased by You from Noel Leeming along with SuperCover and Accidental Damage

Equivalent Product

A Product based on like kind and quality as the Covered Product with the nearest compatible features and benefits which may be based on current technology

Excess

The first amount of the claim payable by You

Goods and Services Tax (GST)

All amounts referred to in the policy include any GST that may apply

Natural Disaster

Natural landslip, subsidence, settling, ground heave, shrinkage, erosion, earthquake, volcanic eruption, tsunami, hydrothermal activity or geothermal activity or fire resulting from these or any event where cover is provided under the Earthquake Commission Act 1993

Original Purchase Price

Means the price You paid for the Covered Product including any delivery or installation charges You paid and any discounts You received

Period of Cover

Period of cover as shown on Your till receipt, the period between which Your cover starts and ends in accordance with the earlier of the following:

- a) a period of one year from the date of purchase; or
- b) the date We meet Your claim for accidental damage by repair, or by providing You with an Equivalent Product, or by paying You the Original Purchase Price in accordance with the 'What We will pay' section

SuperCover

The SuperCover purchased by You from Noel Leeming to cover the repair or replacement of the Covered Product You have purchased from Noel Leeming

You/Your

The individual who has purchased the Covered Product and SuperCover and Accidental Damage Cover and who has completed the online Accidental Damage Cover claims form

VSC

Virginia Surety Company, Inc (New Zealand Company No 920655)

Your Responsibilities

You must take every care to protect the safety and security of the Covered Product. You must let VSC attempt to repair the Covered Product using its own repair network. You must pay Your Excess.

General Policy exclusions

There is no cover under the Master Policy where the following has occurred:

- A serial number has been altered, defaced or removed
- Where the Covered Product has been modified to alter its functionality or capability
- Where the Covered Product is operating outside the permitted or intended uses specified by the manufacturer
- Where a service is performed by anyone that is not authorised by the Administrator
- As a result of lawful seizure, including the repossession of the Covered Product or any other operation of law.

Any loss arising directly or indirectly out of:

- a) any act of declared or undeclared war; or
- b) nuclear weapons, material ionising radiation or contamination; or
- c) acts of terrorism: or
- d) confiscation, nationalisation or requisition by government or local authorities.
- There is also no cover or benefit under the Master Policy where coverage or payment would result in a violation of any sanctions law or regulation by VSC, its parent, ultimate controlling entity or affiliates.

The Master Policy is issued / insured by Virginia Surety Company, Inc PO Box 355
Christchurch 8011
New Zealand

For details of VSC's Financial Strength Rating refer to page 8

Please attach Your receipt here for safekeeping & ensure You read the information above

Fair Insurance Code

VSC supports the Fair Insurance Code. This code is a code of practice that sets out minimum service standards for insurance companies and describes the responsibilities that customers and their insurance company have to each other. For information on the Fair Insurance Code, please go to https://www.icnz.org.nz/fair-insurance-code/.

Copyright

The content of this policy, including but not limited to the text and images herein, and their arrangement, is copyright protected. All rights reserved. This document contains a summary of the key terms, Exclusions and Conditions. It is important that You read it, understand it and retain it in a safe place.

Your Rights

Your rights and remedies under this cover are in addition to Your rights under the Consumer Guarantees Act 1993 (CGA), as summarised in this booklet. If You think a product You have purchased from Noel Leeming does not comply with the guarantees under the CGA and You experience a problem with the Product, You may be entitled to a remedy under the CGA. Where the failure is not serious, Noel Leeming may choose to repair, replace or refund the cost of the Product. Where the failure is serious or makes the Product unsafe, You can choose a refund, a replacement, or to keep the goods (in which case We will pay You an amount to cover the Product's loss of value). Noel Leeming may also pay You a reasonable amount for any damage or extra costs caused by the fault.

If You discover a fault or failure in Your Product please contact Noel Leeming. Where the failure is serious, You must contact Noel Leeming and request a refund as soon as possible after You discover the failure otherwise You may lose Your right to that refund. You must also give Noel Leeming a reasonable time to repair the failure. Noel Leeming does not have to cover the cost of a repair if You do not make contact about the failure of the Product first.

Dispute Resolution Process

VSC is committed to handling any complaints about this Cover and associated services efficiently and fairly. If You have a complaint about this Cover and associated services You can contact VSC and request that Your matter be reviewed by management by writing to:

The Complaints Manager Virginia Surety Company, Inc PO Box 355 Christchurch 8011, New Zealand.

VSC is also a member of an independent dispute resolution scheme operated by the Insurance and Financial Services Ombudsman (IFSO). Your complaint will be referred to the IFSO if a "deadlock" has been reached in trying to resolve it. The IFSO contact details are info@ifso.nz or telephone 0800 888 202. Full details of how to access the IFSO scheme can be obtained on their website www.ifso.nz. There is no cost to You to use the services of the IFSO.

Disclaimer of Liability

SuperCover is subject to the provisions of applicable New Zealand laws at all times. Unless expressly stated elsewhere in these terms and conditions, under no circumstances will coverage extend to any loss or damage (whether direct, indirect, consequential or incidental) arising from use of or inability to use the Product to the extent that such may be disclaimed by law. This service contract does not cover any defects which are subject to a Manufacturer's recall or are covered by the Manufacturer's Warranty. This service contract is not a guarantee or promise relating to the nature of the material, workmanship or performance of the Product covered by the contract.

This service contract in no way affects or limits any right or remedies You may have under the Consumer Guarantees Act 1993. For further information and guidance please refer www.consumerprotection.gov.nz/general-help/laws-policies.

Privacy Act

Noel Leeming Group Limited, 26 The Warehouse Way, Northcote, Auckland, New Zealand may collect information about You and the Product to which this cover relates. You may not be able to obtain the benefits of this cover if required information is not provided. Information collected and held about You may be used from time to time to support the Product, for claims management purposes, to update or inform You regarding the Product and/or Your cover, for marketing and promotional purposes and generally to do business with Noel Leeming. Information may from time to time be disclosed to, and collected from, our related parties, the manufacturer or importer of the Product, VSC (the underwriter) and TWG (claims Administrator). Under the Privacy Act 1993, individuals have rights of access to, and correction of, their personal information. You authorise Noel Leeming, its related parties and the recipient organisations set out in this privacy policy to send You commercial electronic messages for any of the purposes set out in the privacy policy.



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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 lodgment service, with a response within 24 hours of the next business day Monday to Friday excluding Public Holidays.

Or phone 0800 555 989

between 9:00am - 7:00pm, Monday-Friday (excluding Public Holidays).