



Damage Protection

# What Noel Leeming Damage Protection Can Offer You

**This table is a summary of cover.**

FEATURES AND BENEFITS	MANUFACTURER'S WARRANTY	CONSUMER GUARANTEES ACT	YOUR NOEL LEEMING COVER
Damage and Theft Period of Cover	No	No	Up to 3 years depending on the Item and Noel Leeming Damage Protection term purchased
Breakdown Period of Cover	Generally, 1 or 2 years from purchase	For a 'reasonable period'	Up to 3 years inclusive of Manufacturer's Warranty depending on the Item and Noel Leeming Damage Protection term purchased
Unauthorised Calls Cover	No	No	Yes - when stolen Covered Item is a smartphone
Automatic replacement on Covered Items \$500 or less for all Covered Items.	In some circumstances but only when Covered Item has a major fault.	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 batteries cover	Yes	Yes - if Act applies and only if battery fails	Yes
Power surge or sulphur damage cover	No	In some circumstances	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. Not available on monthly contracts.

**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

- Damage Period of Cover
- Theft Cover
- Unauthorised Calls Cover
- 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
- Lemon protection
- Portable device overseas protection
- Some Commercial or Business Use cover
- 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 (August 2022)

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

Noel Leeming Damage 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 Damage Protection

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

Noel Leeming Damage Protection does not affect or limit any rights You may have under the Consumer Guarantees Act 1993, it gives You additional benefits which includes 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;
- **Accidental Damage** is covered. Accidental Damage claims are subject to an Excess;
- **Theft** protection is provided. Additionally, where the Covered Item is a mobile phone, You will have unauthorised calls protection within the first twenty-four (24) hours of the Theft occurring. Theft claims are subject to an Excess;
- 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 traveling **overseas**, should it require repairs, and it is an eligible Accidental Damage or 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;

- Where You find a cheaper price within 30 days from purchase date 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

You can choose to purchase either a one (1), two (2) or three (3) year Cover period or a monthly Cover. Where You select a monthly Cover contract, You can only continue with Your monthly Cover for a maximum of thirty-six (36) consecutive months.

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

For a monthly Cover contract, to suspend Your monthly deductions, You need to go back to the Noel Leeming store from which You purchased Noel Leeming Damage Protection. Alternatively call **0800 555 989** seven (7) days a week, 9am - 6pm (excluding Public Holidays) to receive assistance on how to suspend Your monthly deductions or You can log into Your customer portal (provided to You on sign-up). Under these circumstances Your cover will cease at the end of the current month for which We have received Your payment in advance.

We may cancel Your Noel Leeming Damage 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 Damage Protection or during a claim, non-payment of the monthly amount (for monthly Cover contracts) or a claim settlement by way of Gift Card.

## Who is the Insurer?

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

Noel Leeming Damage Protection is provided to You by The Warehouse Limited (NZ Company No. 116039) (the **Retailer** or **Noel Leeming**) 26 The Warehouse Way, Northcote, Auckland, New Zealand, Tel: **0800 444 488**, email: [service.plans@noelleeming.net](mailto:service.plans@noelleeming.net). The benefits of Noel Leeming Damage Protection are provided to You through an administration and underwriting agreement, and a master policy between the Retailer and the Insurer.

Noel Leeming Damage 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@assurant.com](mailto:vscau@assurant.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@assurant.com](mailto:vscau@assurant.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 Damage Protection Agreement

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

Noel Leeming Damage 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 Damage 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 Damage Protection (with the requisite evidence that there is no damage to the item). You will receive a second Tax Invoice for the purchase of Noel Leeming Damage Protection. You will need to keep both Tax Invoices as they will be required at the time of a claim.

Cover commences on the date Noel Leeming Damage Protection is purchased as shown on Your Tax Invoice (Your receipt).

Where a Noel Leeming Damage Protection monthly Cover contract is purchased, You are required to pay the monthly amount in advance to keep Your Cover active. You can only continue with Your monthly Cover for a maximum of thirty-six (36) consecutive months. Cover commences on the date of purchase, subject to Your financial institution not declining the payment request.

A separate Noel Leeming Damage 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 Damage 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 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, but 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 Damage Protection during which You can decide to cancel Your Noel Leeming Damage Protection purchase and receive a refund.

## Cover

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

## Covered Item

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

## Noel Leeming Damage Protection Agreement

means the protection for the Covered Item under the Terms and Conditions of which are set out in this booklet.

## Dollar Limits

the maximum amount payable per claim by Us under Noel Leeming Damage Protection will be the original Purchase Price of Your Covered Item (inclusive of GST) nett of applicable Excess.

## Excess

means the amount You need to pay towards any type of successful Accidental Damage or Theft claim. We will collect this from You before repairing or replacing Your Covered Item. For a monthly Cover contract, a minimum of one (1) month prior notice will be given should there be a need to revise the Excess amounts.

Covered Item Purchase Price	Applicable Excess
\$1,000 or less	\$100
Above \$1,000 but not more than \$1,500	\$150
More than \$1,500	\$200



**Exclusions**

means the circumstances that are not covered by Noel Leeming Damage 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 The Warehouse Limited (NZ Company No. 116039) and the Noel Leeming store from which You purchased the Covered Item and Noel Leeming Damage 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 Damage Protection Agreement and identified to Us.

**Replacement Terms**

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

**Secured Location**

means the Covered Item is stored out of sight in a location with appropriate security measures in place to prevent unauthorised access to the location and to safeguard the Covered Item.

**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 Damage Protection.

**Terms and Conditions**

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

**Theft**

means the dishonest appropriation without lawful excuse of the Covered Item by someone other than You, where that other person intended to permanently deprive You of the Covered Item.

**Unattended**

means not being attended to, looked after or watched. Lacking a caretaker.

**Unrestricted Access**

means the ability to enter or exit with no restriction, for example from unlocked premises or vehicle, shopping centre, restaurant, airport etc.

**User**

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

**Violent and Forcible Entry**

means evidence of visible damage at the point of entry.

## **We, Us, Our**

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

## **You, Your**

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

# **Noel Leeming Damage Protection Features and 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 Damage 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 Damage 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 or Fair Wear and Tear that affects the functionality or operation of Your Covered Item, it will be repaired or replaced. No Excess applies to a Breakdown claim.

## **2. Accidental Damage Cover**

If the Covered Item suffers Accidental Damage whilst Cover is active, subject to the Terms and Conditions, Dollar Limits and the applicable Excess being paid on an approved claim, We will repair or replace the Covered Item.

## **3. Theft Cover**

If the Covered Item is stolen from a Secured Location such as (but not limited to) an office, school room, home, locked vehicle or class locker where there is unmistakable evidence of Violent and Forcible Entry, subject to the Terms and Conditions, Dollar Limits and the applicable Excess being paid on an approved claim, We will replace the Covered Item.

NOTE: Your Covered Item will not be Covered for Theft if it was visible to a passer-by, even when it is in a locked office, school room or vehicle and subsequently stolen, even if there is unmistakable evidence of Violent and Forcible Entry e.g. the Covered Item was left on the desk and can be seen through a window rather than it being out of sight, or the Covered Item was left on the seat in the vehicle rather than stored out of sight in the glove box or the boot of the vehicle.

If the Covered Item is stolen by force or intimidation, for example when the Purchaser/User is on their way to or from their place of education, employment, residence etc, subject to the Terms and Conditions, Dollar Limits and the applicable Excess being paid on an approved claim, we will replace the Covered Item.

Note: Your covered Item is not protected if it has been lost, misplaced, left Unattended and subsequently lost or stolen from an unsecured location e.g. the Covered Item was left Unattended in the park, school grounds, bus, restaurant, open office or party.

## **4. Unauthorised calls benefit**

If Your Covered Item is a mobile phone, subject to the Terms and Conditions We will cover You for any unauthorised voice calls made on the Covered Item following a covered Theft up to a limit of \$500. Cover will be provided for unauthorised voice calls made during a twenty-four (24) hour period immediately prior to notifying Your voice services carrier of the Theft of the mobile phone, provided You notify Your voice services carrier of the Theft of the mobile phone as soon as possible after the Theft. When You contact Your voice service carrier, You must request that the voice service be suspended and

blocked for the covered mobile phone (which includes requesting the voice service carrier to block and suspend the mobile phone's IMEI and the SIM card).

You must provide Us with confirmation that Your SIM card has been suspended and the IMEI number has been blocked. We may refuse to pay Your claim if You do not provide this confirmation.

## **5. Replacement for Covered Items \$500 or less**

Whilst Cover is active, if You make a claim under Noel Leeming Damage 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, Dollar Limits and the applicable Excess being paid on an approved claim, We will replace the Covered Item rather than repair it.

## **6. 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.

## **7. 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 1933) rather than make a claim under Noel Leeming Damage Protection should Your Covered Item fail due to reasons other than a power surge or sulphur damage.

## **8. Two claims per year for Accidental Damage and Theft Cover**

You may make a total of two claims per year for eligible Accidental Damage and Theft incidents. The twelve (12) month period commences on the date You purchase Noel Leeming Damage Protection and the respective anniversary of that date.

## **9. Free freight cost and assessment**

Under Noel Leeming Damage 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.

## **10. 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 Damage 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 product or Gift Card will be issued to a New Zealand address only.

## **11. Commercial or Business Use**

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

## 12. Transferable (Not available to monthly Cover contracts)

If You sell or gift the Covered Item, Noel Leeming Damage 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 Damage Protection is not increased as a result of any such transfer.

## 13. 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@nlq.co.nz](mailto:price.protection@nlq.co.nz).

## 14. 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.

## 15. 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](http://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

For non-monthly Cover contracts, Cover begins on the date of purchase as shown on Your Tax Invoice (Your receipt) and ceases when the first of the following occurs:

- We provide You with a Gift Card as the result of a claim; or
- The end of the Cover period You purchased being either one (1), two (2) or three (3) years, as specified in Your Tax Invoice, from the Noel Leeming Damage Protection date of purchase.

For monthly Cover contracts, Cover begins on the date of purchase as shown on Your Tax Invoice (Your receipt), subject to your financial institution not declining the payment request. The monthly amount for Cover under Noel Leeming Damage Protection is payable in advance. We will attempt to charge Your designated account or payment card seven (7) days before the current month Cover ceases. Cover will continue on a month to month basis, unless We cancel Your Noel Leeming Damage Protection before then or You suspend Your monthly deductions.

Cover automatically ceases at the end of the month if You miss Your monthly payment. Noel Leeming has been appointed as agent to collect the monthly payment from Your financial institution.

You must pay the monthly amount by the due date. If Your financial institution declined the direct debit request for the monthly payment, they may charge You a dishonour fee. A monthly payment is considered unpaid if it is dishonoured, rejected, not received or Noel Leeming is unable to deduct it from Your designated account or payment card.

It is Your responsibility to ensure that sufficient funds are available in Your designated account or payment card when the monthly payment is due and payable. It is Your responsibility to update Your account details or card payment details should You close the original account, or Your payment card expires.

Noel Leeming will attempt to charge Your designated account or payment card each month seven (7) days before the current month Cover ceases. If the charge is rejected/declined Noel Leeming will attempt to charge Your designated account or payment card a second time, five (5) days before the current month Cover ceases. If the charge is rejected/declined again Noel Leeming will make a third and final attempt to charge Your designated account or payment card, three (3) days before the current month Cover ceases. If on the third attempt We fail to receive the monthly amount, Your Cover will end at the end of the current month for which We received Your payment in advance.

If We need to change Your monthly amount, We will notify You one month in advance prior to implementing the change.

## Your remedies under Noel Leeming Damage Protection

Whilst You are Covered, if You choose to make a claim under Noel Leeming Damage 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 60 cm), 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.

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

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 less the applicable Excess. Cover will not be able to be continued and Your Noel Leeming Damage Protection Agreement will be cancelled.

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

## **What is Not Covered**

Noel Leeming Damage 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;
- Cosmetic faults or damage which does not affect the operation of the Covered Item;

- Loss caused by deliberate damage, neglect, abuse, wilful act, 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 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, 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;
- You have not taken reasonable care to prevent the Accidental Damage;
- Your Accidental Damage claim cannot be reasonably proven;
- Where You are not residing in New Zealand;
- Consequential loss of any kind;
- 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 Damage Protection Agreement;
- If the Covered Item has incurred Accidental Damage, or Theft when it has been made available to a person other than the Purchaser or the User;
- 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;
- Any Theft claim from a Secured Location where there is no evidence of Violent and Forcible Entry;
- Any Theft claim from an unsecured location which is not reported to the police describing the thief, time and location of the Theft;
- Loss or damage due to Theft by an owner, authorised User, employee, anyone an owner lives with or is related to, or by anyone who has Unrestricted Access to Your premises;
- Any Secure Location Theft claim where due care was not taken to store the Product out of sight;
- Any unsecured location Theft claim where the Product was left Unattended;
- Any Theft occurring overseas that is covered by travel insurance.

## 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 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 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 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 Damage 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 Damage 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 Damage Protection Agreement available when calling or lodging a claim on-line.

## **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.

## **Accidental Damage Claim**

In the event of Accidental Damage that may give You rights to a claim, 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.

Upon notification of a claim being lodged, You must give Us an opportunity to assess and inspect the loss or damage before any repairs or alterations are undertaken. If Your claim is accepted, You will be required to pay the applicable Excess as outlined in this Noel Leeming Damage Protection Agreement prior to any repairs taking place or receiving a replacement. Where the claim is settled by way of Gift Card, the applicable Excess will be deducted from the value of the Gift Card.

## Theft Claim

A Theft must be reported to the police as soon as possible after the Theft is discovered or occurs. All claims must be lodged by completing a claim form within seven (7) days of the incident occurring quoting the police incidence report number, the police officer's name and contact details. Whether You reported the Theft direct to the police or, if the incident was lodged on the New Zealand Police website, You will need to provide a copy of the police incident report with Your Theft claim.

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.

You must cooperate with Us and ensure that all the documents requested are provided in order to be eligible for a replacement.

If Your claim is accepted, You will be required to pay the applicable Excess as outlined in this Noel Leeming Damage Protection Agreement prior to receiving a replacement. Where the claim is settled by way of Gift Card, the applicable Excess will be deducted from the value of the Gift Card.

## Price Protection Claim

Contact Noel Leeming on **0800 555 989** (select option 6 from the menu) or email [price.protection@nlg.co.nz](mailto: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 Damage 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 to Cover You and anyone else named on the Noel Leeming Damage 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 this Noel Leeming Damage 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 Damage Protection Agreement. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Noel Leeming Damage Protection Agreement as never having existed.

## Subrogation

When We pay a claim under Noel Leeming Damage 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 Damage 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@assurant.com](mailto:customerfeedback@assurant.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 and the matter is related to an Accidental Damage or Theft claim, You may refer the matter to the Insurance and Financial Services Ombudsman (IFSO) within two months from the date of the IDR Panel's decisions. The IFSO may be contacted:

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

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

Your Noel Leeming Damage Protection Agreement is governed by the laws of New Zealand and by purchasing Noel Leeming Damage Protection You submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Noel Leeming Damage 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 2020, please note the following information:

Under this Noel Leeming Damage 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 Damage Protection Agreement. If you do not provide this information, We may decline Your request to purchase Noel Leeming Damage Protection. You have the right to access, and request correction of this information, subject to the provisions of the Privacy Act 2020. Please refer to Our privacy policy which sets out Our respective rights and obligations in more detail as regards to these matters and which can be found at <https://www.assurant.nz/privacy-policy>. If You have any questions about the information collected about You, please contact the Administrator at [customerfeedback@assurant.com](mailto:customerfeedback@assurant.com).

# Rating

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 Financial Strength Rating for Virginia Surety Company, Inc. can be found at <https://www.assurant.nz/rating>.

Contact Details	
Noel Leeming Damage Protection Enquiries and to use Your 30 days free Technical Support	<a href="mailto:service.plans@noelleeming.net">service.plans@noelleeming.net</a> 0800 555 989
Noel Leeming Damage Protection Claims Lodgements	<a href="https://eclaims.virginiasurety.co.nz/nlg/">https://eclaims.virginiasurety.co.nz/nlg/</a> 0800 555 989











Version 5.0 September 2022

**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).**