

PremiumCare



Accidental Damage Furniture Protection Plan

Policy Wording



the warranty group®

Policy Wording: April 2014

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

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

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

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

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

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

Rights

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

- **If the failure is serious** You can choose between a **refund**, a **replacement** with goods of the same type and similar value, a **repair** or **keeping the goods** and the business that sold You the goods will pay You an amount of money to cover the loss in value.
- **If the failure is not serious** the business that sold You the goods can choose to **refund**, **repair** or **replace** with goods of identical type. If they choose to repair or replace it must be done within a reasonable time or You can ask for a refund.
- **If the failure makes the goods unsafe** You can choose between a **refund**, a **replacement** or **keeping the goods** with the business that sold You the goods paying You an amount of money to cover their loss in value.
- **If You incur extra costs from the failure** the business that sold You the goods must pay You a **reasonable amount for damage** caused by any fault or for **extra costs** caused by the failure of the goods including any costs in returning the goods.

Remedies

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

Additional protections provided by the Premium Care Accidental Damage Furniture Protection Plan

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

In summary these benefits include:

- Cover is provided even if Your Covered Item is accidentally stained, where such protection is not available under the Consumer Guarantees Act 1993;
- Cover is provided even if Your Covered Item is accidentally ripped, where such protection is not available under the Consumer Guarantees Act 1993;
- Cover is provided even if Your Covered Item is accidentally cut, where such protection is not available under the Consumer Guarantees Act 1993;
- Cover is provided even if Your Covered Item is accidentally torn, where such protection is not available under the Consumer Guarantees Act 1993;

Cancellation

We understand that all customer needs are different. Accordingly, as part of the Premium Care Accidental Damage Furniture Protection Plan, We offer a 14 day Cooling Off Period. If You should decide for any reason whatsoever that Premium Care Accidental Damage Furniture Protection Plan does not suit Your individual needs, You may cancel Your Premium Care Accidental Damage Furniture Protection Plan and receive a full refund of the Purchase Price of the Premium Care Accidental Damage Furniture Protection Plan (as long as no claims have been lodged before You cancel). Please return to the store from which You purchased the Covered Item within 14 days of purchase in order to cancel and You will receive a full refund on Your Premium Care Accidental Damage Furniture Protection Plan. Alternatively call 0800 023 516 to receive assistance on how to cancel Your Premium Care Accidental Damage Furniture Protection Plan within the cooling off period.

Who is the Insurer

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

This insurance Policy is administered by Furniture Solutions NZ Ltd, 8 Washdyke Flat Rd, Washdyke Timaru, New Zealand, Tel: 0800 342 372, email: mail@furnitureolutions.co.nz

Premium Care Accidental Damage Furniture Protection Plan

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

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

A separate Premium Care Accidental Damage Furniture Protection Plan must be purchased for each Item You require to be Covered.

Premium Care Accidental Damage Furniture Protection Plan commences from the date of delivery of Your Item and can last for a maximum of five years. The length of time for which You have purchased Your Premium Care Accidental Damage Furniture Protection Plan is set out in Your Retailer's documentation

This Policy Wording together with Your original Retailer's Tax Invoice constitutes Your Premium Care Accidental Damage Furniture Protection Plan Agreement.

You must retain and produce the Retailer's Tax Invoice (i.e. Your receipt) and this Policy Wording in the event of a claim under the Premium Care Accidental Damage Furniture Protection Plan.

A Premium Care Accidental Damage Furniture Protection Plan does not provide Coverage for any fault or damage caused by misuse.

Definitions

Administrator: means Furniture Solutions NZ Ltd.

Cooling Off Period: means the fourteen (14) days from the purchase date of the Covered Item.

Cover: means the protection provided by the Premium Care Accidental Damage Furniture Protection Plan as stated on Your Retailer's Tax Invoice.

Item: means the new lounge suite or new dining chairs purchased as stated on Your Retailer's Tax Invoice.

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

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

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

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

Total Loss: an Item will be deemed a total loss when We consider it uneconomical to repair the Item or when repair costs are in excess of the original purchase cost less depreciation.

Underwriter: means Virginia Surety Company, Inc.

We, Us, Our: means Furniture Solutions Ltd.

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

What is Covered by Your Premium Care Accidental Damage Furniture Protection Plan

Premium Care Accidental Damage Furniture Protection Plan covers damage, as specified, to the furniture covering. The frame is not Covered by this Policy.

Premium Care Accidental Damage Furniture Protection Plan applies to:

- New lounge suites; and
- New dining chairs (not tables), purchased for domestic use.

Premium Care Accidental Damage Furniture Protection Plan covers specific damage, defects and failures as described below:

- Accidental staining;
- Accidental rips;
- Accidental cuts;
- Accidental tears;
- Premature fading if notified within 2 years from the date of purchase; and
- Faults:
 - Failure resulting from fraying, pilling, decomposition of covering or flocking, stretching and/or loss of sizing and dye transfer;
 - Seam failure resulting in slippage, seam integrity and breakdown of stitching; and
 - Zipper failure.

Covering means the material used to cover the furniture (including squabs but excluding non-component cushions).

Premium Care Accidental Damage Furniture Protection Plan includes application of covering protectant and a cleaning kit.

Level of Cover

We decide whether to repair the covering, or replace the furniture.

The maximum You can claim is the lesser of:

- The original purchase price of the furniture less depreciation as detailed below; or
- \$10,000 inc GST.

Depreciation, calculated on the original purchase price from the date of purchase is:

- Less than 2 years	Nil
- More than 2 years, but less than 3 years	10%
- More than 3 years, but less than 4 years	20%
- More than 4 years	30%

Should the same furniture covering be unavailable, We may reupholster with covering of a similar kind and quality.

Duration and expiry date of the Premium Care Accidental Damage Furniture Protection Plan

Your Premium Care Accidental Damage Furniture Protection Plan provides Cover for 5 years from the date of delivery of Your furniture to Your residence, and expires when the first of the following occurs;

- where the Premium Care Accidental Damage Furniture Protection Plan has replaced the furniture; or
- where the accumulated value of claims on the Policy exceed the maximum claim limit.

The Premium Care Accidental Damage Furniture Protection Plan provides Coverage only to the extent not provided by any other service plan, warranty or insurance policy that covers the Item. You must first exercise Your rights under any such plan, warranty or policy before making a claim under the Premium Care Accidental Damage Furniture Protection Plan.

Please note that the Policy will expire if We replace the Covered Item or in the event Your Item is declared a Total Loss and a claim is paid out, Your Policy ceases immediately and no refund of any premium will be payable.

Conditions of the Contract

- Coverage is limited to New Zealand;
- Cover is only for furniture used exclusively for domestic purposes;
- Cover may not be transferred;
- Claims can only be made by the original purchaser;
- Premium Care Accidental Damage Furniture Protection Plan does not Cover any repairs, loss or damage which is claimable on any other policy of insurance, service plan or warranty;
- All repairs or replacements under this Premium Care Accidental Damage Furniture Protection Plan must be carried out by persons authorised by Us and You must have Our prior approval for any costs;
- All after-care instructions must be strictly followed;
- No cash settlements will be made at any time.

What is Not Covered

The Premium Care Accidental Damage Furniture Protection Plan does not provide Cover for:

- Any loss other than a Covered breakdown, stain or damage of the Covered Item;
- Any damage caused by the consumer during the assembly of ready to assemble (RTA) items;
- Repairs that are covered by the Manufacturer's Warranty or as a result of a recall, regardless of the manufacturer's ability to cover such repairs;
- Any and all pre-existing conditions that occur prior to the effective date of the Policy and/or any Item sold used, "as is" or damaged;
- Any stain or damage occurring prior to or during delivery, or while the Item is in transit or storage;
- Damage from wilful abuse, misuse, mishandling, unauthorised modifications or alterations to a Covered Item, failure to follow the manufacturer's instructions;
- External causes, including fire, theft, insects, vermin, acts of nature, illegal acts, war, terrorism, civil unrest, Acts of God or consequential loss of any nature;
- Incidental, consequential or secondary damages or delay in rendering service under this Policy, or loss of use during the period that the Covered Item is at an authorised service centre or otherwise awaiting parts;
- Any product used for commercial, institutional or rental purposes;
- Failures that occur outside of New Zealand;
- Unauthorised repairs and/or parts;

- Faults (excluding premature fading) which are not reported within seven (7) days of occurrence;
- Any burns, stain, soiling or damage resulting from everyday use or that has built up over time, i.e. dirt, perspiration, hair, body or suntan oils and/ or lotions; signs of soiling or soil build up including darkened areas where the body comes into contact with the Covered Item(s);
- Stain or damage resulting from the use of cleaning products not approved by the manufacturer, mould, mildew, odour, stains or damage including but not limited to, that caused by a plumber, painter or other service or maintenance personnel;
- Damage caused by pets or other animals;
- Wear-related repairs or damage, such as but not limited to, rust or corrosion, dust, normal wear and tear, stress tears, colour loss or cracking and peeling, splits on bi-cast leather, scratches;
- Non-colourfast or x-coded fabrics, natural markings on leather, such as healed scars, insect bites, brand marks or wrinkles, leathers with embossed patterns other than those simulating natural cowhide, non-bovine leathers, suede, nubuck and other buffed leathers;
- Damage caused by or attributable to unauthorised intruders;
- Premature fading occurring more than 2 years from the date of purchase;
- Improper or unauthorised alterations or modifications;
- Damage caused by use of the Item for purposes other than which it was designed for;
- Risks voluntarily assumed after the Item is known to be defective;
- Service call out costs as a result of user fault or where no claim is accepted; or
- Delivery / freight / and or postage costs.

Availability of Service

Whilst We at all times try to ensure that service is completed as quickly as possible, We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer's delays in providing parts to the repairer, general manufacturer availability of parts, the repairer's existing work schedule and the like.

What to do if Your Product Fails

Review the manufacturer's procedures, as this will often pinpoint what is wrong and advise You how to remedy the failure. If this fails to identify the problem or the Item needs repair, contact Us on 0800 342 372 and We will direct You to an appropriate service centre or arrange for a service call.

Please ensure You have Your Retailer's Tax Invoice available when calling.

Please note that costs associated with repair, removal or installation of the Item will not be paid unless first authorised by Us.

Subrogation

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

Privacy Act

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

Under this Policy information is collected about You that is used for finance and insurance purposes. The information is collected and held by the Administrator and the Insurer (and their contractors and agents), to administer Your Policy. If You do not provide this information, We may decline Your application to take out the Policy.

You have rights of access, and request correction of this information, subject to the provisions of the Privacy Act 1993.

Dispute Resolution

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

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

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

- by phone on 0800 888 202 (free call);
- by fax on (04) 499 7614;
- by writing to PO Box 10-845, Wellington 6143 New Zealand;
- by emailing them at info@iombudsman.org.nz
- on the web www.iombudsman.org.nz

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

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

Rating

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

The rating scale is:

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

PLEASE ATTACH YOUR TAX INVOICE HERE (RECEIPT) HERE



the warranty group®

The Warranty Group

PO Box 355
Christchurch
New Zealand

Email: vscau@thewarrantygroup.com

Phone: 0800 660 017

Fax: 0800 443 880

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thewarrantygroup.co.nz