



No worries. It's covered

3 YEAR

product replacement

**PROTECTION**

For products under \$500 only

the **warehouse** 

 warehouse  
stationery

## What Product Replacement Can Offer You

This table is a summary of cover.

| Features & Benefits                                  | Manufacturer's Warranty   | Consumer Guarantees Act                        | Product Replacement Cover                          |
|--|---|--|--|
| Breakdown Period of Cover                            | Generally, 1 or 2 years from purchase                           | For a 'reasonable period'                      | Up to 3 years inclusive of Manufacturer's Warranty |
| Automatic replacement on Covered Items \$500 or less | In some circumstances   | In some circumstances                          | Yes  |
| 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  |

To make a claim, please log onto

<https://eclaims.virginiasurety.co.nz/thewarehousegroup>

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 400 203 seven (7) days a week 9am - 6pm (excluding Public Holidays).

| Features & Benefits                         | Manufacturer's Warranty | Consumer Guarantees Act                        | Product Replacement Cover                      |
|---|-------------------------|--|--|
| 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  |
| Blockage protection for certain White Goods | No                      | No   | Yes  |
| Food spoilage                               | In some circumstances   | Yes - if Act applies                           | Yes  |
| Laundry cover                               | In some circumstances   | Yes - if Act applies                           | Yes  |
| 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. |

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## Features

- Coverage for Fair Wear and Tear
- Replacement Cover for items \$500 or less
- Coverage for Breakdowns
- Free Assessment
- Free freight cost
- Power surge protection
- Sulphur damage protection
- Blockage protection for certain White Goods
- Portable device overseas protection
- Some Commercial or Business Use cover
- Food spoilage
- Laundry costs
- Transferable

## Terms and Conditions (November 2021)

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

Product Replacement 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 Product Replacement

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

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

- Cover is provided even if Your Covered Item fails due to Fair Wear and Tear rather than due to a manufacturing fault;
- Automatic replacement for an approved claim where the Purchase Price of a Covered Item is \$500 or less (or refund by way of gift card), even when the Breakdown is not of a serious nature;
- Certainty of Breakdown cover upon expiry of the Manufacturer's Warranty;
- 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, and it suffers an eligible Breakdown claim, We will replace the Covered Item;
- You are Covered if a Covered Item suffers a Breakdown due to a power surge or sulphur damage; and
- You are Covered if the Covered Item is a washing machine, clothes dryer or dishwasher and it suffers a Breakdown due to blockage.

## Cancellation

We understand that all customer needs are different. Accordingly, as part of Product Replacement, We offer a 14 day Cooling Off Period. If You should decide for any reason whatsoever that Product Replacement does not suit Your needs, You may cancel Your Product Replacement 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 Product Replacement and You will receive a full refund of the amount paid. Alternatively call 0800 400 203 seven (7) days a week 9 am to 6 pm (excluding Public Holidays) to receive assistance on how to cancel Your Product Replacement within the Cooling Off Period. Product Replacement cannot be cancelled by You after the Cooling Off Period.

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

## Who is the Insurer?

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

Product Replacement is provided to You by The Warehouse Ltd (NZ Company No. 116039, trading as The Warehouse and Warehouse Stationery) (the Retailer) 26 The Warehouse Way, Northcote, Auckland, New Zealand, Tel: 0800 400 203, email: [protectionplans@thewarehouse.co.nz](mailto:protectionplans@thewarehouse.co.nz). The benefits of Product Replacement are provided to You through an administration and underwriting agreement between the Retailer and the Insurer.

Product Replacement 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 336 329, 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 336 329, 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".

## Product Replacement Agreement

Your Product Replacement Agreement for the Covered Item comprises the Terms and Conditions contained in this booklet, any endorsements to this Product Replacement Agreement and the Tax Invoice (i.e. Your receipt) for the purchase of the Covered Item and Product Replacement. To be eligible for Product Replacement You must reside in New Zealand and purchase a new coverable item from the Retailer with a Purchase Price of \$500 or less.

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

A separate Product Replacement 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 the Retailer.

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

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

## Definitions

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

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

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

**Commercial or Business Use** – means use within a workplace, as long as the Covered Item is used within the Manufacturer's specification, excludes items intended to be used for public rental, public access or predominantly to generate revenue.

**Cooling Off Period** – means the fourteen (14) day period from the purchase date of Product Replacement during which You can decide to cancel Your Product Replacement purchase and receive a refund.

**Cover** – means the protection provided by Product Replacement as outlined in this booklet.

**Covered Item** – means the new item with a Purchase Price of \$500 or less identified on the Tax Invoice which You purchased from the Retailer.

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

**Exclusions** – means the circumstances that are not covered by Product Replacement 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 the Retailer's participating 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.

**Product Replacement Agreement** – means the protection for the Covered Item under the Terms and Conditions of which are set out in this booklet.

**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 Product Replacement Agreement and identified to Us.

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

**Retailer** – means The Warehouse Ltd (NZ Company No. 116039) and The Warehouse or Warehouse Stationery store from which You purchased the Covered Item and Product Replacement.

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

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

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

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

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

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

## Product Replacement Features and Benefits explained

### 1. Breakdown Cover

It doesn't matter if You purchased the latest mobile phone or 3D printer, Product Replacement 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 Product Replacement provides You with peace of mind knowing that if Your Covered Item fails, whether as a result of mechanical issues, electrical issues, power surge, sulphur damage, blockage (blockage only applies to washing machines, clothes dryers and dishwashers) or Fair Wear and Tear that affects the functionality or operation of Your Covered Item, it will be replaced.

### 2. Replacement for Covered Items \$500 or less

Whilst Cover is active, if You make a claim under Product Replacement, subject to the Terms and Conditions and Dollar Limits, We will replace the Covered Item rather than repair it.

### 3. Unlimited Breakdown claims

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

#### 4. Blockage protection for certain White Goods

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

#### 5. Free freight cost and assessment

Under Product Replacement, 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 and replacements undertaken in New Zealand.

#### 6. Portable devices 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 retailer to purchase Your replacement. You will need to contact Us prior to having Your Covered Item replaced, We will then advise You whether You are authorised to arrange the replacement.

If We authorise the replacement, You may be required to pay for it and claim the cost back from Us. You will need to provide Us with an invoice of the replacement cost in order to have Your reimbursement approved under Product Replacement. If We have authorised the replacement, We will pay the reasonable cost, even if it is more than it would have cost had the Covered Item been replaced in New Zealand.

If Your Covered Item is replaced by Us whilst You are still overseas, this will be in accordance with the Replacement Terms and any replacement item or Gift Card will be issued to a New Zealand address only.

#### 7. Commercial or Business Use

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

#### 8. Food Spoilage

If Your Covered Item is a refrigerator or freezer, We will reimburse You for food spoilage as a result of a Breakdown. We will reimburse, subject to the Terms and Conditions of Cover, up to \$200 per Breakdown where the spoilage was caused by or attributable to the Breakdown that is the subject of a valid claim. You will be required to show evidence of food spoilage with food receipts and photos of the spoiled food.

#### 9. Laundry Costs

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

#### 10. Transferable

If You sell or gift the Covered Item, Product Replacement can be transferred to the new owner for the remaining period of Cover if You call the Administrator on 0800 400 203 within seven (7) days. Our total liability under Product Replacement is not increased as a result of any such transfer.

### Period of Cover

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

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

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

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

### Your remedy under Product Replacement

Whilst You are Covered, if You choose to make a claim under Product Replacement and the claim is approved by Us, then at Our sole discretion, We will replace the Covered Item in accordance with the Replacement Terms.

#### 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.

You should be aware that, in some circumstances, Covered Items presented for replacement may be replaced by refurbished items of the same type.

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

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

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

## What is Not Covered

Product Replacement does not provide Cover for:

- Items being used for commercial purposes that do not fit Our definition of Commercial or Business Use;
- Items with less than a three (3) month Manufacturer's Warranty;
- Failure caused by inherent defects such as date non-compliance or design defects;
- Consumable products such as but not limited to: cables, cords, software items, batteries (built-in batteries are covered), fuses, styli, bulbs and lamps, wristbands on wearable devices or peripherals;
- Damage caused prior to or during delivery;
- Loss as a result of improper or unauthorised modification or repair;
- Loss due to not following the manufacturer's installation or operating instructions correctly or where the repairs being claimed are not claimable under the manufacturer's original warranty or are subject to manufacturer recall;
- Normal maintenance, cleaning, lubrication, alignment, tuning, reprogramming and/or adjustment to the Covered Item other than when it is due to a blockage in a washing machine, clothes dryer or dishwasher;
- Cosmetic faults or damage which does not affect the operation of the Covered Item;
- Loss caused by deliberate damage, neglect, abuse, wilful act, misuse, sand, rust, corrosion or battery leakage, mildew and mould;
- Loss caused by damage from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strikes, labour disturbance, lockout or civil commotion;
- Failure caused by external wiring and connections, or non-compatibility of accessories;
- Failure resulting from internal or external blocked pipes, hoses and/or filters other than when it occurs in a washing machine, clothes dryer or dishwasher;
- Failure of speakers as a result of overloading;
- Damage or loss of software, data or DVDs/CDs as a result of viruses, malfunction or damage of an operating part;
- Any accessories purchased in addition to the Item, for example but not limited to memory cards, cases, bags, battery chargers and the like;
- Freight costs to ship the Covered Item to New Zealand whilst You are temporarily overseas;
- Repairs on Items located permanently outside New Zealand;
- Breakdowns that occur within the Manufacturer's Warranty other than due to power surge, sulphur damage, blockage (blockage only applies to washing machines, clothes dryers and dishwashers) or encapsulated batteries;

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

## Misrepresentations or fraudulent or dishonest acts or omissions

We may void or reduce a claim under Product Replacement 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 Product Replacement 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 Product Replacement Agreement available when calling or lodging a claim online.

## Breakdown Claim

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

If the Covered Item is within the term of the Manufacturer's Warranty, contact the Retailer 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 replacement, You may lodge Your claim online 24/7 at <https://eclaims.virginiasurety.co.nz/thewarehousegroup> or contact Us on 0800 400 203 seven (7) days a week 9 am to 6 pm (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 the Retailer.

## Duty Of Disclosure

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

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

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

## Subrogation

When We pay a claim under Your Product Replacement Agreement, 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 Product Replacement 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 You may refer Your dispute to a formal legal process such as the courts.

Your Product Replacement Agreement is governed by the laws of New Zealand and by purchasing a Product Replacement Agreement You submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Product Replacement 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 Product Replacement 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 Product Replacement Agreement. If You do not provide this information, We may decline Your request to purchase Product Replacement. 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 Insurer 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>.



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**PROTECTION**



## Contact Details

Product Replacement Enquiries

[protectionplans@thewarehouse.co.nz](mailto:protectionplans@thewarehouse.co.nz)

0800 400 203

Product Replacement Claim Lodgements

<https://eclaims.virginiasurety.co.nz/thewarehousegroup>

0800 400 203

To make a claim, please log onto

<https://eclaims.virginiasurety.co.nz/thewarehousegroup>

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 to Friday excluding Public Holidays.

Or phone 0800 400 203 seven (7) days a week 9am - 6pm (excluding Public Holidays).