

EXTENDED WARRANTY

COMPUTERS

01.04.2017

Before you enter into this agreement we would like to point out to you your rights under the Consumer Guarantees Act (CGA) 1993, and highlight some key features and benefits of your Extended Warranty.

You have certain rights under the CGA. These rights are expressed as a series of guarantees.

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 their 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.

This is a summarised comparison between the relevant Consumer Guarantees Act 1993 guarantees and the protection provided by the DPL Extended Warranty agreement.

Features & Benefits	CGA Response	DPL Warranty
Period of Cover	For a "reasonable" period	From expiry of a manufacturer's warranty up to 3 years depending on the policy purchased
Commercial use	No	Yes
Travel costs on covered repairs	In some circumstances	Yes
Written warranty	In some circumstances	Yes
Retailer no longer in business	In limited circumstances	Yes subject to policy conditions
Fault or failure	Dependent on circumstances – discuss with retailer	Cover subject to policy conditions
0800 phone for claims	In some circumstances	Yes
How do you know what your rights are?	Consumer websites and/or review the CGA	Plain English wording Friendly claims service

YOUR RIGHTS OF CANCELLATION:

You may cancel your extended warranty agreement:

- within five working days from when you receive a copy of the agreement, or
- at any time if the warrantor has not met all of its disclosure obligations described above

You may cancel this policy by giving notice of cancellation to DPL Insurance at the contact details set out below.

Contact & Insurer Details

DPL Insurance Limited
12-14 Northcroft Street

Takapuna
Auckland 0622

Phone 0800 809 700

Email stephen_french@autosure.co.nz

PO Box 33 1248

Takapuna
Auckland

0740

You may also have additional rights under the Consumer Guarantees Act 1993 which are not set out in the table above, or excluded under the Extended Warranty. For further information and guidance, please refer to www.consumeraffairs.govt.nz/law/consumer-guarantees-act.

- The Extended Warranty in no way affects or limits any right or remedies you may have under the Consumer Guarantees Act 1993. For further information and guidance please refer www.consumeraffairs.govt.nz/for-consumers/law/consumer-guarantees-act.
- Manufacturer's covers do vary depending on the product purchased. Please refer to Your Manufacturer's Warranty for detailed coverage of the product purchased.

Where an extended warranty has been entered into as a condition of a consumer credit contract, the consumer's right to cancel is covered by the Credit Contracts and Consumer Finance Act 2003 rather than the Fair Trading Act. You can read more about this in our fact sheet [Consumer rights under a consumer credit contract – cancellation](#)

INSURER FINANCIAL STRENGTH RATING

Crown Insurance is underwritten by DPL Insurance Limited.

The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current Financial Strength Rating given by an approved rating entity. DPL Insurance Limited has been issued a Financial Strength Rating of B+ (Good), with an outlook assigned as 'Stable' by A.M. Best on 29 June 2016. The rating scale is: A++ or A+ Superior, A or A- Excellent, B++ or B+ Good, B or B- Fair, C++ or C+ Marginal, C or C- Weak, D Poor, E Under Regular Supervision, F In liquidation, S Suspended

PRIVACY ACT 1993

This Certificate contains personal information necessary to evaluate your proposal for insurance in order to decide whether to issue insurance cover and if so on what terms. The information will be held by DPL, 12-14 Northcroft St, Takapuna, the dealer and these entities' agents.

Failure to provide any relevant information may result in cover being declined or the policy being avoided. Individuals have a right of access to and correction of their personal information subject to the Privacy Act 1993.

EXTENDED WARRANTY TERMS & CONDITIONS

DEFINITIONS

1. The Company means DPL Insurance Limited.
2. The Insured means any owner-user of products as specified, purchased through the Authorised Dealer and who has had a Certificate of Warranty issued.
3. The product means any product described under product details of this Policy
4. Authorised repairer means any repairer authorised by the Company to effect repairs to products.
5. Mechanical or electrical breakdown means a sudden and unforeseen mechanical or electrical failure of the product other than by fair wear and tear, or an imminent total failure as indicated by the diagnostics program.

LIMITS OF LIABILITY

In respect of any one failure or series of failures the amount to be paid shall be the lesser of:

- A. The current retail price of the equipment or if no longer available the current retail price of an equivalent model.
- B. The replacement of parts required to make good any such failure plus labour, freight and travelling time incurred at reasonable market rates.

THE CONTINGENCIES

The Company will indemnify the Insured for the cost of repair or replacement of the product as a result of unforeseen mechanical or electrical breakdown attributable to defective materials or faulty workmanship used in the manufacture of the product or as a result of unforeseen failure of the product other than by fair wear and tear, after the manufacturer's warranty has expired, for the period specified in the Certificate issued to the Insured.

TERRITORIAL LIMITS

The Indemnity provided by this policy shall only apply to goods domiciled in New Zealand and losses incurred in New Zealand.

COVER

- A. This warranty is subject to the original manufacturer's Conditions of Warranty in addition to the Policy Terms, Conditions and Exclusions contained herein.
- B. All mechanical and electrical faults are covered for parts and labour subject to the terms and conditions of the policy.
- C. In the event of a repairer finding no fault, the customer is liable for costs incurred by the repairer.

Cover to the Insured terminates upon:-

- A. change of ownership.
- B. product being repaired by an unauthorised repairer.
- C. the end of the term of cover.
- D. If, as a result of a failure for which a claim is payable under this policy, the insured item is written off during the term of cover.

EXCLUSIONS

The Company shall not be liable in respect of repair, replacement or damage:-

- A. arising out of overhaul, modification, or damage arising there from.
- B. for which the manufacturer, supplier, or any other person may be held responsible under the terms of any written guarantee or warranty.
- C. to the interior or exterior paintwork, replacement of or adjustment to light bulbs, light covers, video cartridges, fuses, hinges, lids, door hinges, locks, handles, plastic or metal trim of any description, badges or any other insignia.
- D. batteries, except integrated batteries where failure has occurred due to 1) A defect in material or workmanship, or 2) Its capacity to hold an electrical charge has depleted 50% or more from its original specifications.
- E. arising out of loss of use of the insured product or consequential loss of any nature.
- F. occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, insurrection or military or usurped power.
- G. to any property whatsoever or any loss or legal liability of whatsoever kind or nature directly or indirectly caused by or contributed to by or arising from:-
 - i. Nuclear weapons material.
 - ii. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exception, combustion shall exclude any self-sustaining process of nuclear fission.

- H. resulting from incorrect setting of manual thermostats or controls.
- I. necessitated by manufacturer's defects involving the recall, replacement or repair of all products in a model range.
- J. resulting from inadequate ventilation.
- K. of expendable parts damaged as a result of performing the function for which they were designed (eg. fuses).
- L. which is caused directly or indirectly by any act or omission by the insured, which is wilful, unlawful or negligent.
- M. arising from Fire, Lightning, Explosion, Theft, Burglary, Malicious Damage, Flood, Earthquake, Volcanism, Tsunami or other seismic event or any other causes external to the equipment.
- N. that is not directly attributable to a hardware failure.
- O. to Goods in Transit.
- P. caused by voltage fluctuation and power surges from external sources.
- Q. occasioned by pressure waves caused by aircraft and/or travelling aerial devices at sonic or super sonic speeds.
- R. that have not been authorised by the Company (in respect of repair and replacement only).
- S. caused directly or indirectly by failure on the part of the Insured to maintain and service the product in accordance with the manufacturer's specifications or operating in an environment likely to cause early failure (i.e. heat, dust, vibration).
- T. caused by fair wear and tear, gradual deterioration, corrosion or rust.
- U. For problems or defects not covered under the original manufacturer's written warranty.

CONDITIONS

1. Upon the occurrence of any loss or destruction of or damage to the products insured by this Policy, the Insured and where appropriate the Authorised Dealer shall:-
 - a. Provide all particulars as may be required by the Company or the Company's administrator.
 - b. Take all reasonable precautions to prevent further damage.
2. Upon the occurrence of any loss or destruction of or damage to the goods insured by this Policy, the Company is entitled to become subrogated to the Insured's rights of recovery or indemnity from any other person or corporation, (except the Authorised Dealer), and the Insured must at the Company's expense do and concur in doing so and permit to be done anything reasonably required by the Company for the purpose of enforcing that right. The Insured must comply with this condition when required, whether before or after having been indemnified by the Company.
3. No assignee shall be entitled to any benefit payable under this Policy unless the Company shall have agreed to such an assignment.
4. Every notice and other communication to the Company required by all the conditions of this Policy must be in writing.
5. If any claim under this Policy be in any respect fraudulent or if any false declaration or statement shall be made in support thereof by the Authorised Dealer or the Insured or anyone acting on their behalf to obtain benefits hereunder, this policy shall be void and all benefits shall be forfeited.
6. The Company may at any time by giving written notice of cancellation to an Individual Insured at their address last known to the Company cancel an Individual Extended Warranty Insurance. The cancellation shall be effective from 4.00pm on the seventh day after posting by the Company.
7. The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy by the Authorised Dealer or any Insured under this Policy insofar as they relate to anything to be done or complied with this Policy and the truth of the details in the said proposal shall be conditions precedent to the liability of the Company to make any payment under this Policy.
8. The customer must take the goods to an authorised repairer if so directed by Crown or their agent.

HOW TO CLAIM

In the event of a fault while the product is under any portion of the Manufacturer's Warranty, contact the manufacturer or their agent.

For Extended Warranty claims please contact your Service Provider, or DPL on:

Phone 0800 809 700

Email stephen_french@autosure.co.nz

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