



This Policy is provided to you by  
Provident Insurance Corporation Limited,  
Takapuna Beach Centre, Level 1, 61 Hurstmere Rd,  
Takapuna, Auckland 0622, New Zealand.  
Email: [info@providentinsurance.co.nz](mailto:info@providentinsurance.co.nz)  
Phone: 0800 676 864

# ELECTRONIC GOODS EXTENDED WARRANTY INSURANCE

provident  insurance

## YOUR CANCELLATION RIGHTS

You may cancel Your Warranty by giving Provident five working days' notice from when You receive a copy of Your Warranty (contact details on the covering page), or at any time if Provident does not meet all of its disclosure obligations under section 36U of the Consumer Guarantees Act 1993 ("CGA").

## YOUR RIGHTS UNDER THE CGA AND YOUR WARRANTY

- Under the CGA, if goods you have purchased fail to comply with the guarantees in the CGA and that failure is substantial, You may choose one of the following remedies: refund, replacement or repair. Alternatively, You could keep the goods and the business will cover the loss in their value. The CGA may also cover consequential loss (excluded under Your Warranty).
- If the failure is not substantial, the business that sold you the goods can choose to refund, repair or replace the goods. If the Supplier chooses to repair or replace, it must be done within a reasonable time, otherwise You can ask for a refund.

Features & Benefits	CGA	Provident Extended Warranty
Period of Cover	For a reasonable period	After expiry of manufacturer's warranty and up to 3 years depending on the policy purchased
Commercial use	No, unless otherwise agreed	Yes
Travel costs on covered repairs	In some circumstances	Yes
Retailer no longer in business	In limited circumstances	Yes subject to policy conditions
Fault or failure	In some circumstances	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 and friendly claims service

## MORE INFORMATION

Your Warranty in no way limits Your rights under the CGA. You may have additional rights under the CGA which are not set out above. For more information, please see [www.consumeraffairs.govt.nz/law/consumer-quarantees-act](http://www.consumeraffairs.govt.nz/law/consumer-quarantees-act).

If Your Warranty was entered into as a condition of a consumer credit contract, Your cancellation rights are covered by the Credit Contracts and Consumer Finance Act 2003 rather than the Fair Trading Act 1986. For more information on this, please see the Commerce Commission's [fact sheet](#).

## INSURER FINANCIAL STRENGTH RATING

This insurance (Your Warranty) is provided to you and underwritten by Provident Insurance Corporation Limited.

The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current Financial Strength Rating given by an approved rating entity. Provident Insurance Corporation Limited has a Financial Strength Rating of B as provided by rating agency AM best.

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

In accordance with the Privacy Act 1993, Provident collects Your personal information that is necessary for this insurance. The information will be held by Provident Insurance Corporation Limited, Takapuna Beach Centre, Level 1, 61 Hurstmere Rd, Takapuna, Auckland 0622, New Zealand, its agents and subagents.

If You do not provide any relevant information, cover may be declined or Your Warranty may be avoided. Individuals have a right to access to and correct their personal information subject to the Privacy Act.



## COMPLAINTS

If You have a complaint about any aspect of Your Warranty, please follow these steps:

First, contact one of Provident's customer representatives on 0800 676 864.

If a customer representative cannot resolve the matter, You may make a formal written complaint by post or email to Provident's internal Complaints Handling Service at:

Attention: Internal Complaints Handling Service  
Provident Insurance Corporation Limited  
PO Box 33 743  
Auckland 0740

[Email: info@providentinsurance.co.nz](mailto:info@providentinsurance.co.nz)

## FAIR INSURANCE CODE

As a member of the Insurance Council of New Zealand, Provident must comply with the Fair Insurance Code, which sets service standards for insurance companies. Provident has certain responsibilities to You, such as acting fairly and openly in all its dealings with You, and giving You clear information when You make a claim.

You may at any time request a copy of the Fair Insurance Code from Provident.

## EXTENDED WARRANTY

Subject to the terms of Your Warranty if, during the Period of Cover specified in the Schedule, the Covered Property needs to be repaired or replaced because of unforeseen mechanical or electrical failure arising from defective materials or faulty workmanship used in manufacturing the Covered Property, Provident will indemnify You for the cost of repairing or replacing the Covered Property.

## DEFINITIONS

### *AUTHORISED RETAILER*

The "Authorised Retailer" is the retailer You purchased the Covered Property and Your Warranty from.

### *COVERED PROPERTY*

The "Covered Property" is the item or items described in the Schedule including, as applicable, manufacturer installed operating systems but not including any external accessories.

### *PERIOD OF COVER*

The "Period of Cover" is the time period beginning on the date of the expiry of a manufacturer's warranty in respect of the Covered Property (or, if no manufacturer's warranty exists, on the date appearing on the Schedule) and ending on the conclusion of the period of time specified in the Schedule.

### *PROVIDENT*

References to "Provident" in Your Warranty means Provident Insurance Corporation Limited.

### *SCHEDULE*

"Schedule" means the most recent version of the Schedule provided to You, containing important information about Your Warranty, including a description of the Covered Property, the Period of Cover, and the cost of the premium. The Schedule may be supplied in the form of a tax invoice.

### *TRANSIT*

"Transit" means any movement of the Covered Property by You, including shipment to and from any repairer.

### *YOU*

"You" means the persons or entities named in the Schedule.

## *YOUR WARRANTY*

"Your Warranty" includes this warranty document, the Schedule, and any other documents provided to You by Provident, including through third parties, where such documents are expressed as forming part of Your Warranty.

### **1. LIMITS OF LIABILITY**

- 1.1 In respect of any one electrical or mechanical failure or series of related failures the amount that Provident shall pay to You will be the lesser of:
  - 1.1.1 The current retail price of the Covered Property or, if no longer available, the current retail price of an equivalent model; or
  - 1.1.2 The cost of the replacement of parts required to make good any such failure plus labour, freight and any additional costs reasonably incurred at market rates.
- 1.2 All repairs or replacements shall be made by the Authorised Retailer where reasonably practicable.
- 1.3 If for any reason a repair or replacement under Your Warranty cannot be completed by the Authorised Retailer, Provident shall select the nearest equivalent provider of the services offered by the Authorised Retailer to complete the repair or replacement.
- 1.4 If there is any dispute between Provident and You as to the market value of the Covered Property at the time that a claim under Your Warranty arises, or as to an equivalent replacement, Provident shall have the ability to refer the question to the Authorised Retailer to be determined and the Authorised Retailer's view shall be binding.

### **2. COVER**

- 2.1 In the event the Covered Property is covered by an original warranty provided by the manufacturer and the manufacturer's warranty contains certain terms which are a prerequisite to a claim being paid, Your Warranty should be read as incorporating those terms, even after the expiry of such manufacturer's warranty.
- 2.2 If the Authorised Retailer (or any alternative repairer appointed by Provident) finds that there is no fault with the Covered Property, You will be liable for any costs incurred.

- 2.3 Your Warranty only covers goods domiciled in New Zealand and losses incurred in New Zealand.
- 2.4 Cover under Your Warranty terminates when:
  - 2.4.1 Ownership of the Covered Property changes; or
  - 2.4.2 The Covered Property is repaired by any person other than the Authorised Retailer except where expressly permitted by Provident in accordance with clause 1.3;
  - 2.4.3 The Period of Cover ends; or
  - 2.4.4 A claim is paid out under Your Warranty for the replacement of the Covered Property.

### 3. EXCLUSIONS

You are not covered under Your Warranty for repair, replacement or damage:

- 3.1 Arising out of overhaul, modification, or damage arising therefrom.
- 3.2 For which the manufacturer, supplier, or any other person may be held responsible under the terms of any written guarantee or warranty.
- 3.3 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.
- 3.4 Batteries, except integrated batteries where failure has occurred due to
  - 3.4.1 A defect in material or workmanship, or
  - 3.4.2 It's capacity to hold an electrical charge has depleted 50% or more from its original specifications;
- 3.5 Arising from the Covered Property being lost or stolen.
- 3.6 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.
- 3.7 To any property whatsoever or any loss or legal liability of whatever kind or nature directly or indirectly caused by or contributed to, by or arising from:

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- A. Nuclear weapons material;
  - B. 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;
  - C. Resulting from incorrect setting of manual thermostats or controls;
  - D. Necessitated by manufacturer's defects involving the recall, replacement or repair of all products in a model range;
  - E. Resulting from inadequate ventilation;
  - F. Expendable parts damaged as a result of performing the function for which they were designed (e.g. fuses);
  - G. Directly or indirectly, any act or omission by You, which is wilful, unlawful or negligent; or
  - H. 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.
- 3.8 That is not directly attributable to a hardware failure.
- 3.9 To Goods in Transit.
- 3.10 Caused by voltage fluctuation and power surges from external sources.
- 3.11 Occasioned by pressure waves caused by aircraft and/or travelling aerial devices at sonic or supersonic speeds.
- 3.12 Arising from repairs or replacement that have not been authorised by Provident.
- 3.13 Caused directly or indirectly by Your failure 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).
- 3.14 Caused by fair wear and tear, gradual deterioration, corrosion or rust.
- 3.15 Where the failure is of a type not covered under the original manufacturer's warranty.
- 3.16 Consequential loss of any nature.

## 4. CONDITIONS

- 4.1 If something happens which might give rise to a claim, You must:
  - a. Provide all the information that Provident or the Authorised Retailer requires.
  - b. Take all reasonable steps to prevent further damage.
- 4.2 In the event of a failure covered by Your Warranty, Provident is entitled to become subrogated to Your rights of recovery or indemnity from any other person or corporation, and You must, at Provident's expense do and concur in doing so and permit to be done anything reasonably required by Provident for the purpose of enforcing that right. You must comply with this condition when required, whether before or after having been indemnified by Provident.
- 4.3 You cannot transfer or assign Your Warranty to someone else, without Provident's written consent.
- 4.5 If Your claim is fraudulent in any way, or if You or anyone on Your behalf or with Your permission makes a false declaration, then Provident will not pay the claim and Your Warranty will be void.

## HOW TO CLAIM

To make a claim under Your Warranty, please contact Provident using the contact information set out on the cover page or contact the supplier who provided you with Your Warranty or Provident on:

Phone 0800 676 864

Email [ewclaims@providentinsurance.co.nz](mailto:ewclaims@providentinsurance.co.nz).

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