



Appliance Care Plan

with 30 Calendar days Price Protection

Terms and Conditions

Date: 1 March 2022

CGA/Comparison of Your Rights

The warrantor of your Smiths City Appliance Care (**Care Plan**) is Smiths City (2020) Limited, 261 Opawa Road, Christchurch.

Phone: 0800 764 847

Email: customerservice@smithscity.co.nz

Summary of Your Rights and Remedies under the Consumer Guarantees Act 1993

Your Smiths City Appliance Care purchase provides additional protections to Your rights under the Consumer Guarantees Act 1993 (“CGA”). The CGA requires that goods purchased for personal, domestic, or household use must: be fit for purpose; match any samples or descriptions given; and there are spare parts and repair facilities available for a reasonable time. If goods fail to meet the requirements of the CGA the supplier must repair the failure or replace the goods. Where the failure cannot be remedied or is of substantial character, then You are entitled to a refund of the purchase price. You are also entitled to compensation for loss or damage resulting from the failure, which was reasonably foreseeable. The CGA also provides You with certain rights and remedies against a manufacturer of the goods. For more information about the CGA and consumer guarantees see www.consumerprotection.govt.nz.

Right of Cancellation

You have a statutory right to cancel Your Smiths City Appliance Care Plan within 5 working days of entering into this agreement. We are pleased to better Your statutory rights by offering You a 30 Calendar day cooling off period. You have 30 Calendar days from the date of purchase to examine these terms without obligation. Within this time period, as long as You have not made a claim, You can choose to return this Care Plan document with the purchase invoice to Us and We will fully refund the cost already charged to You for Your Care Plan.

Features	Manufacturer’s Warranty	Consumer Guarantees Act 1993	Smiths City Appliance Care
Breakdown Period of Cover	Generally, 1 or 2 years from purchase date.	‘Reasonable period’ from delivery. Factors to consider may include: nature of the product; cost; quality; use; representation made by supplier or manufacturer.	The appliance care cover commences at the expiry of the manufacturer’s warranty and operates until the combined period of the manufacturer’s warranty and the appliance care cover is 3 years for computers and small appliances, 7 years for air-con and 5 years for all other appliances. Upon a replacement claim being met, future cover ceases.
Mechanical or Electrical Failure Caused by Normal Wear & Tear	Yes - If the failure occurred during the manufacturer’s warranty.	Yes - For goods to be of acceptable quality and durability they should withstand normal wear and tear.	Yes - If it occurs after the expiry of the manufacturer’s warranty.
Mechanical or Electrical Failure Caused by a Power Surge	Maybe, but many manufacturers exclude consequential losses.	In some circumstances.	Yes
Price Protection	No	No	Yes 100% price protection for 30 Calendar days after the purchase if the same Item is advertised cheaper for sale elsewhere, gift card for the price differential if conditions are fulfilled.

Features	Manufacturer's Warranty	Consumer Guarantees Act 1993	Smiths City Appliance Care
Instant In-Store Replacements of faulty appliances valued at under \$500 (or under \$250 for White Goods)	Most manufacturer's warranties provide for repair of appliances with faults but not instant in-store replacements.	If it is a serious fault, the customer can demand repair or replacement at his/her option. If a minor fault, the manufacturer, or retailer can elect to repair or replace at its option.	Yes, where the appliance is deemed faulty.
No Lemon Guarantee	No, but any part that fails should be replaced during the manufacturer's warranty.	No, but faulty parts must be remedied within a reasonable time.	Guaranteed replacement of the appliance itself in the event of the same fault occurring more than 3 times during the period of cover.
Replacement of an item if the repair time exceeds 30 Calendar days	Not necessarily.	The appliance must be repaired within 'a reasonable time' and if not done the customer can request replacement.	Your appliance will be replaced with an equivalent model if the repair takes longer than 30 Calendar days from the date it is assessed.
Freight cost on covered claims	Usually but check terms.	Yes	Yes - If your appliance suffers from mechanical or electrical failure, we will cover the cost of the freight to send if for an assessment, if unable to be assessed in the home.
Overseas coverage	Yes - But not for repair outside New Zealand.	Yes - But only for appliances purchased and delivered in New Zealand.	Yes - If the fault occurs when the appliance is overseas it will be repaired in New Zealand upon returning.
Food Loss Cover (up to \$250)	Most manufacturer's warranties exclude consequential losses but check the warranty terms.	Yes - The CGA covers consequential losses if they result from a faulty appliance unlimited by value.	Yes - You will be reimbursed up to a value of \$250. You may be asked to provide receipts.
Laundry Cost Cover (up to \$150 if breakdown not repaired within 10 Business days)	Most unlikely. Check manufacturer's warranty.	No, but the CGA covers reasonably foreseeable consequential losses if they result from a faulty appliance.	Yes - If the washing machine or dryer failure is from a Mechanical or Electrical Failure and the machine is not repaired within 10 Business days, you will be reimbursed up to \$150. You may be asked to provide receipts.
Rights transferable on a private sale	No	No	Yes - Multiple transfers are allowed (including by sale or by gift), when we are advised, either in writing or through our dedicated call centre
Professional Claims Management	For some Manufacturers.	No - But retailers and manufacturers are responsible to repair faulty items within a reasonable time.	Yes - We have a dedicated claims team who manage claims through to resolution.
Technical Support	Most manufacturers have help lines.	No	Yes - When your appliance has been replaced, technical support will be available over the phone
No charge if no fault found	Dependent upon the terms of the manufacturer's warranty.	No	Yes - All assessments of appliances are free of charge regardless of whether fault was found or not during the period of cover.
Encapsulated or enclosed battery cover	Usually but check for warranty terms.	Yes - If the battery fails prior to its usual life expectancy.	Yes - Failure of such a battery will be covered during the policy, irrespective of life expectancy.

* The above comparison is a summary only. You may also have additional rights under the CGA. For further information on the CGA, please refer to the Ministry of Consumer Affairs. For further information about Smith's City Appliance Care, please read the full terms and conditions.

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Definitions

'Appliance' means the appliance specified in the original purchase receipt and/ or tax invoice.

'Smiths City Appliance Care Line' means a call centre service operated by TWG which is accessible by calling **0800 454 082**.

'Large Appliances' means televisions over twenty-eight (28) inches in screen size and laundry, refrigeration and cooking appliances (including integrated microwaves).

'Manufacturer's Warranty' means the express or implied warranty provided by the manufacturer of the Product.

'Mechanical or Electrical Failure' means a sudden and unforeseen breakdown of the Appliance arising from a mechanical or electrical fault excluding a gradual reduction of the operating performance of the Appliance and the items listed on page 11 under the heading 'Exclusions'.

'Original Purchase Price' means the amount paid by You to purchase the Appliance, as recorded on the original purchase receipt and/or tax invoice for the Appliance.

'Replacement credit' means a credit issued by Us at Our discretion that can be redeemed at a Smiths City store of Our choice for You to purchase a replacement Appliance.

'Smiths City' means Smiths City (2020) Limited (NZBN 94 290 4820 7942).

'TWG' means The Warranty Group Australasia Pty Ltd (NZCN 2367681). TWG is part of Assurant, Inc a global provider of risk management solutions.

'Warrantor' means Smiths City for the purposes of this Care Plan.

'We', 'Our', or 'Us' means Smiths City or any authorised agent of Smiths City whose name appears on the service receipt and/or tax invoice for Your Appliance and Your Care Plan.

'White Good/s' means cooking, refrigeration, laundry, and other domestic appliances.

'You', 'Your', or 'Yours' means the person or persons named as the purchaser on the original purchase receipt and/ or tax invoice for Your Appliance and Your Care Plan.

Eligibility Criteria

Smiths City Appliance Care is only available if:

- The Appliance is purchased new (subject to rights of transfer referred to on page 8 under the heading 'Transferability')
- The Appliance is effectively functioning and in good working order at the time of the Care Plan purchase
- The Appliance is manufactured for use in NZ and comes with a valid Manufacturer's warranty, and
- The Appliance is a domestic appliance, such as a piece of electrical equipment or major appliance, designed to be used by You, for domestic or personal purposes only

Care Plan - Overview

CONGRATULATIONS ON YOUR DECISION TO PROTECT YOUR PURCHASE WITH SMITHS CITY APPLIANCE CARE

With Smiths City Appliance Care most Mechanical Or Electrical Failures are covered from the end of the manufacturer's warranty period. **For details of exclusions see from page 11.**

This Care Plan provides cover after Your manufacturer's warranty period has expired, up to a total period of 3, 5 or 7 years depending on the Appliance type.

Your purchase receipt will show the details of the Care Plan You have purchased and the relevant period of cover.

Please keep this document with Your purchase receipt as these will be required for proof of purchase of the Appliance and the Care Plan.

Smiths City Appliance Care protects your purchase by providing:

- A 30 Calendar day cooling off period
- A 30 Calendar day price protection period
- Transferability
- Mechanical and Electrical Failure cover
- Product repair or replacement
- No limit on the number of claims
- Wear and tear
- No lemon guarantee
- Professional claims management
- Food spoilage
- Laundry reimbursement

Making a Claim

If Your Appliance breaks down after the manufacturer's warranty has expired, as a result of a Mechanical or Electrical Failure covered by this Care plan, we will repair or replace the Appliance.

We may refuse to pay a claim under Your Care Plan, or reduce the benefits available to You in respect of the claim, if in Our reasonable opinion:

- You make any misrepresentation or commit any fraudulent or dishonest act or omission in connection with the claim
- An exclusion applies
- You fail to comply with any of the terms of the Care Plan

Breakdown Claims:

Contact the Service Centre on:

Phone: 0800 454082

8.00am and 6:00pm (AEST) Monday to Friday, excluding public holidays

You will need Your Smiths City purchase receipt when making a claim.

Price Protection Claims

Contact the Service Centre via email at:

Email: customerservice@smithscity.co.nz

Refer to page 10 for the documents required to complete a price protection claim.

In-store

Visit your closest Smiths City store for assistance in making a claim.

What does the Care Plan cover?

You will be entitled to the benefits set out below, subject to the terms of the Care Plan.

Mechanical & Electrical Failure cover:

If the Appliance breaks down as a result of a Mechanical or Electrical Failure covered by this Care Plan, We will repair or replace the Appliance. Repairs include both parts and labour costs.

Instant replacements

If Your Appliance is a White Good under the value of \$250.00 or another appliance under \$500.00 and is deemed faulty, We may at Our sole discretion replace the Appliance without the need to send it to a repairer.

Workmanship guarantee

All repairs are carried out by approved repairers and are guaranteed for three months from the date Your Appliance has been repaired.

No limit to the number of repairs

Subject to the conditions on page 8 under the heading 'Repair and replacement terms', there is no limit on the number of repairs You may claim for Your Appliance during the period of the Care Plan.

Repair time guarantee

Your Appliance will be replaced with an appliance of the same or similar technical specification as determined by Us, if the repair takes longer than 30 calendar days from the date it is assessed.

Wear and tear

Your Appliance is covered for Mechanical and Electrical Failure caused by wear and tear from general everyday use. It excludes noises and any cosmetic damage like scratches and dents.

'No lemon' guarantee

If after the manufacturer's warranty, the Appliance has a recurring fault which requires repairing more than three times as a result of Mechanical or Electrical Failure, the Appliance will be replaced at Your request, notwithstanding the Repair and replacement terms below.

Food spoilage

If the Appliance is a refrigerator or freezer We will, at Your request, pay for food spoilage caused by the Mechanical or Electrical Failure of the Appliance, up to a maximum of \$250.00 for each Mechanical or Electrical Failure claim covered by this Plan. You may be required to provide receipts and estimate the amount of food spoilage cost incurred for all claims.

Laundry reimbursement

If the Appliance covered is a washing machine or washer dryer and, as a result of a Mechanical or Electrical Failure of the Appliance, it is out of service for more than ten (10) consecutive days from the time We have been notified of the Mechanical or Electrical Failure (excluding the time You take to provide any proof required for the claims process) and You have made the Appliance available for Us to repair it, We will pay for laundering and/or dry cleaning services up to a total maximum of \$150.00 for each Mechanical or Electrical Failure claim covered by this Care Plan. You may be required to provide receipts for all claims.

Worldwide cover

While Your Appliance is covered with Us, We will cover it against Mechanical or Electrical Failure that occurs anywhere in the world. The Appliance needs to be back in New Zealand in order to be repaired or replaced by Us.

Encapsulated batteries

If the Appliance's batteries are encapsulated (i.e. built-in and not easily removed) they are covered by this Care Plan. Detachable batteries (i.e. those with an accessible cover) are excluded (see page 11 for exclusions).

Transferability

This Care Plan is for the benefit of You and anyone else We have agreed with You. No benefits will be given to anyone else unless it is transferred by contacting TWG. You can transfer Your Smiths City Appliance Care to a new owner of the Appliance at no cost to You. To organise the transfer, please call the Smiths City Appliance Care Line.

Free claims line

The Smiths City Appliance Care Line is a free claims line available between 8.00am and 6:00pm Monday to Friday (AEST) excluding public holidays - **0800 454 082**.

Repair and replacement terms

In the event of a Mechanical or Electrical Failure of the Appliance, at Our sole discretion, We will have Our approved repairer carry out repairs to the Appliance and pay for the service call-out, parts and labour. If We decide the Appliance is unable to be repaired or if it is uneconomical to do so, We will replace the Appliance with an appliance of the same or similar technical specification, as determined by Us.

If the manufacturer or their agents only offer a refurbished part or appliance swap facility, We may replace the Appliance with a refurbished appliance of the same or similar technical specification rather than repairing it. For the purposes of this Care Plan, the replacement, in this instance will be deemed a repair. Refurbished parts may be used to repair the appliances.

If such equivalent specification is unavailable, We will pay to You what We would have paid for an appliance with the same or similar make and technical specification in Replacement Credit to be redeemed at Smiths City and such payment will not exceed the Original Purchase Price of Your Appliance.

If Your Appliance is replaced, then Your Care Plan will end immediately and there will be no refund of the amount You have paid for the Care Plan.

Where We have replaced the Appliance, You must pay the delivery and/or installation costs of the supplier. When We discuss the replacement with You, You will be notified of these costs. When Your Appliance has been replaced, You will be responsible, at Your expense, for disposing of the original appliance if it remains in Your possession. If the Appliance remains in Our possession, it becomes Our property.

Costs

Courier costs

If Your Appliance covered by this Care Plan requires repair and We request the Appliance to be sent to Our repairer, We will pay within New Zealand for the cost to courier or freight the Appliance from Your home to Our approved repairer, and from Our approved repairer back to Your home.

In-home repair for Large Appliances

For Appliances which are Large Appliances, We will in most cases, arrange for repairs to be undertaken in Your premises if those repairs can be carried out effectively and safely (to be determined at Our discretion). If repairs are required to be undertaken at an approved repairer's premises, the cost to transport the Appliance to those premises are at Our cost.

Repair costs – service call-out, parts and labour

In most cases, We will repair the Appliance using one of Our approved repairers. They will invoice Us directly, which will include the costs for the service call-out (during normal business hours), parts and labour. However, in rare circumstances We may not have an appropriate approved repairer and may at Our discretion agree that You nominate a repairer and pay the repairer yourself. We will reimburse You as soon as practicable after receiving a valid tax invoice.

Back up of data

Please be aware that where the Appliance is capable of retaining user generated data, this may be lost during a repair process. We, therefore, recommend that you back up your data prior to any repair. Data may be stored in files and folders on such appliances as your computer, telephone contact in your mobile telephone, songs and other media stored on portable recordable devices and games saved on consoles. We will not be liable for loss of your data.

Privacy

Smiths City have engaged TWG as its agent to perform and manage its obligations under this Care Plan and for this purpose, You consent to Smiths City providing TWG with Your contact details and information about the Appliance.

TWG may disclose information about You to TWG's claims managers, repairers and other suppliers (including to a person situated outside New Zealand) for the purpose of providing You with the services offered under this Care Plan. TWG may also pass Your details to any relevant regulator or dispute resolution provider.

You consent to all of the uses and disclosures of Your contact details and information described in the Smiths City Privacy Policy which can be accessed at www.smithscity.co.nz/privacy-policy as well as TWG's Privacy Policy which can be accessed at www.assurant.nz/privacy-policy.

Disclaimer of liability

This Care Plan is subject at all times to the provisions of all applicable New Zealand laws. You agree that personal information collected in relation to it may be kept to support the Product to which it relates, and to update or inform You (the purchaser) regarding products and services of this Care Plan.

This Care Plan is not a performance guarantee or insurance

This Care Plan is not a guarantee of performance or an insurance policy nor is Smiths City an insurer. It is a Care Plan subject to these terms and conditions as agreed between You and Us.

Modifications to Terms and Conditions

To the extent permitted by law, Smiths City may change the benefits received and Terms and Conditions of the Care Plan from time to time upon reasonable prior notice. Upon any change in the benefits or Terms and Conditions, Smiths City will notify You directly or by updating the Terms and Conditions on its website located at: www.smithscity.co.nz/protectionplan.

What should You do if You have a complaint?

Should You have a concern relating to any area of the service provided, You may request that it be dealt with by the supervisor or manager directly responsible for that area. Please call **0800 454 082** or email customerfeedback@assurant.com and Your complaint will be responded to in writing provided all the necessary information has been provided.

Price Protection

What is Price Protection?

Included with Your Care Plan is the added benefit of “**Price Protection**”.

Price protection gives You added certainty that You are paying a competitive price for Your new Appliance.

Should You see a cheaper advertised price within 30 days of Your purchase, We will reimburse You with a gift card for the difference between the price You paid for an item - and a lower advertised price for the same item (see below for conditions).

Price Protection conditions

The item must be the same brand, make, model name and/or number, and available from a competing retailer in New Zealand.

The advertisement must be published within 30 calendar days of Your purchase.

You must contact Us within 14 calendar days from the advertisement's publication, see page 12 for exclusions.

Documents required

After contacting Us of Your price protection claim, the following documents are required within **14 Calendar days of notifying the claim**:

- Proof of purchase showing payment and Original Purchase Price of Your Smiths City product.
- The 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 make and model, as well as the validity period of the advertised price.

PLEASE EMAIL ALL INFORMATION TO customerservice@smithscity.co.nz WHERE A TEAM MEMBER WILL BE IN CONTACT WITHIN 2 BUSINESS DAYS.

Exclusions

While the Care Plan provides outstanding protection there are some items, faults and repairs that cannot be covered.

Smiths City Appliance Care does not cover:

- Repairs to products that are covered by a manufacturer's express or implied warranty
- Repair work carried out, outside of normal trading hours i.e. weekends and public holidays
- Repairs to products due to failure to follow the operator instructions
- Repairs to products due to failure to follow the manufacturer's installation instructions
- Repairs to products due to unauthorised modifications
- Damage caused by use of incorrect cleaning products
- Repair costs that have not been accepted in advance by Us
- Loss of use or consequential loss resulting from any failure, unless specifically provided for by this Plan
- Repairs to products that result from failure caused by inherent defects, design defects or modifications
- Repairs to products whereby the manufacturer expects the product to be self-replaced such as cable, cord, cartridge, tape, software item, detachable batteries, record stylus, fuse or bulb
- Loss of software or data
- Failure of the product to perform as expressly or implicitly warranted or advertised other than as a result of product failure
- Repairs to products where speakers have failed as a result of overloading
- Repairs to products where there is a fault in a monitor due to no screensaver being used
- Repairs to plasma/ LCD and LED products due to screen burn
- Routine maintenance, cleaning, lubrication, adjustments, or alignments to products or items deemed to be consumable or expendable
- Repairs to products which have cosmetic faults or damage to paint or product finish which does not affect the product's operation
- Repairs to products if the failure has been caused by an accident, or deliberate damage, neglect, abuse, willful act, misuse, theft, sand, water or liquid damage, corrosion, battery leakage, infestation of vermin, pests or insects
- Repairs to products for failures resulting from external causes including but not limited to interference, sulphur, blocked plumbing pipes, or plumbing related to the product hoses or filters
- Reception or transmission problems resulting from external causes, along with faults in any wiring, electrical connection or plumbing related to the product
- Damage or breakdown due to flood, wind, other severe weather conditions and 'Acts of God'
- Loss or damage to a person or other property, direct, consequential or incidental, arising from use of or inability to use the product to the extent that this may be disclaimed by law
- Mouse or track ball devices, 3D glasses, SIM cards, hand controllers for games consoles, any support relating to operator error, reformatting, installation or recovery of data, software, viruses, spyware/adware and any fault arising therefrom. Computer-related products may be reset to factory setting for purposes of repair
- A wristband on wearable devices

- A fault brought to Your attention before You purchased the Appliance
- A gradual reduction of the operating performance of the Appliance
- Transportation, installation or removal of the Appliance
- The Appliance if it is recalled by the manufacturer, importer or a government agency
- Any claim by You for personal injury or damage to property, other than as expressly provided for in this Care Plan
- Costs incurred for the delivery and installation or extraction and disposal of an existing appliance if it is in Your possession
- Stands or wall brackets
- Damages and/or Mechanical or Electrical Failure caused by faulty or incorrect installation
- Faults where the Appliance is operating within the normal range of the manufacturer's screen performance specifications, for instance specifications in relation to abnormal pixel operation, standard brightness reduction or fan noise
- Business, commercial, industrial, educational and rental use

Price Protection – Exclusions

- Items for which the printed advertisement containing the lower price was published more than 30 Calendar days after the purchase
- Products purchased by a person not residing in New Zealand
- Purchases made by store employees or using employee discounts
- Internet-only retailers will be excluded (but local appliance retailers websites will be matched)
- Shipping and/or transportation costs or price difference due to shipping, handling costs and sales tax
- Item purchased 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 coverage
- 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 shown on price lists or price quotes
- Any price difference found in an outlet not open to the public
- Price comparisons to items purchased outside of New Zealand or in a duty-free zone
- Items advertised in or as result of "limited quantity," ex demo, trade in offers, "going out-of-business sales," "cash only" or "close out" advertisements, parallel imported product, cost savings as a result of package offer, manufacturer's coupons 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
- 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 company claims settlement

Attach your receipt here for safe keeping

Your purchase receipt forms part of this agreement

Your manufacturer's warranty term is ___ months from your date of purchase.



THIS CARE PLAN IS PROVIDED BY SMITHS CITY (2020) LIMITED

It is a service contract between You and Smiths City. It is not insurance.