

Policy wording

Policy: MV7-55555555

Tax invoice		GST Number:	22 484 117	
Date of agreement:	20 July 2017	Retail premium:	\$1,095.00	
Insurer:	Autosure	Phone:	0800 809 700	
Address:	12-14 Northcroft Street, Takapuna, Auckland 0622 P O Box 33 1248 Takapuna, Auckland 0740	Email	claims@autosure.co.nz	
Insured		Credit provider		
Name:		Name:		
Address:		Phone:		
Vehicle				
Year:	2016	Make:	FORD	Model: FOCUS
Registration number:	ABC123	Odometer:	10,000 K	Modified: No
Excess:	\$300.00	Cover period:	24 Months from 20 February 2017 to 20 February 2019	

Consumer Guarantees Act (CGA)

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

The principle guarantees applicable to the vehicle covered by this policy are that the vehicle must be of acceptable quality, fit for any particular purpose (you asked about or were told about) and matches any description given with the vehicle. In some circumstances the manufacturer or importer must also guarantee that spare parts and repair facilities are available for a reasonable time after the vehicle is sold to you.

Acceptable quality means goods do what they are made to do, are acceptable in appearance and finish, are free from minor defects and are safe and durable. What is reasonable and acceptable depends on what a reasonable consumer would think was acceptable based on the nature of the goods, the price paid and any statement that may have been made about the goods.

If your vehicle fails to comply with any guarantee under this Act, you may require that the dealer remedies the failure within a reasonable time.

You must give the dealer the first opportunity to remedy the failure – as long as the dealer complies with its obligations under the CGA, if you have the failure remedied elsewhere you will not be entitled to obtain your costs from the dealer.

If the failure is of a substantial character, you may reject the vehicle within a reasonable time and choose to have either a refund or replacement. You may also be entitled to compensation for any other reasonably foreseeable loss or damage.

If the dealer fails to comply with its obligations under the GCA, you may have the failure remedied elsewhere and obtain all reasonable costs incurred in having the failure remedied from the dealer.

Protection under this policy is additional to the rights you have under the CGA.

Comparison

The following is a summarised comparison between the cover (guarantees) provided by the Consumer Guarantees Act (CGA) and the cover provided by Mechanical Breakdown Insurance (MBI).

Risk to consumer	CGA response	MBI response
Wear and Tear	No cover (as long as vehicle is of acceptable quality)	Covered subject to policy conditions
Dealer no longer in business km limit	Cover in very limited circumstances What a reasonable consumer would expect based on factors described above	Covered subject to policy conditions No km limit
Fault or failure	Dependant on specific circumstances -discuss with dealer	Covered subject to policy conditions
Fault diagnosis	Dependant on specific circumstances	Motor repair specialists with expert fault diagnosis
Dispute Resolution	Disputes Tribunal or Court	Established complaint procedure with access to ISO (free service)
Out of Town breakdown	Dependant on specific circumstances -discuss with dealer	Free 24 hour help line. Referred and or towed to an approved repairer. If repair more than 24 hours Accommodation costs, Rental car costs, Return home costs, Vehicle repatriation costs. Subject to policy conditions.
Flat battery Locked out of car Lost keys Flat tyre Out of fuel	No cover	Free 24 hour helpline All covered by AA Road service.
How do you know what your rights are?	Consumer websites and /or review the CGA	Plain English wording, Friendly claims service
Commercial and business use	Dependant on nature of specific vehicle and whether the CGA has been contracted out of.	Certain business use covered subject to policy conditions

Your rights of cancellation

You may cancel this policy by giving notice of cancellation to Autosure at the contact details set out above, within 10 days from the date of this agreement or at any time if we have not satisfied our disclosure obligations under the Fair Trading Act in relation to your policy.

Service history record

Service centre: _____
Date: _____
Odometer: _____

Service centre: _____
Date: _____
Odometer: _____

Service centre: _____
Date: _____
Odometer: _____

Service centre: _____
Date: _____
Odometer: _____

Service centre: _____
Date: _____
Odometer: _____

Service centre: _____
Date: _____
Odometer: _____



Autosure mechanical breakdown

keeping you on the road

Please familiarise yourself with the information contained in this policy. Failure to comply with the specified servicing requirements may mean you are not covered by this insurance. Please keep this policy in a safe place.

We wish you safe and trouble free motoring.

To make a claim

- Repairs must be carried out at an authorised repair facility. Phone Claims Services on **0800 809 700** to lodge a claim and to find details of an authorised repairer near you.
- If the vehicle can be driven safely without causing further damage drive it to the nearest authorised repairer or otherwise have it towed.
- Present your policy to the service manager or repairer to determine if the breakdown constitutes a claim under the policy.
- In some instances we may require you to complete a claim form.
- We will also require other documentation such as proof of servicing and invoices.
- If the repairer is unable to determine the fault it may be necessary to dismantle parts. If this is the case we must be notified and only you can authorise this work. The contract to repair the vehicle is between you and the repairer.
- We may agree to indemnify you in relation to costs covered under this policy.
- We reserve the right to supply new, used or reconditioned parts at our discretion.

Authorised Repairer instructions

When contacted by an Autosure customer, prior to commencing repairs, please contact Claims Services on **0800 809 700** (option 1) and advise us that you wish to make a Mechanical Breakdown claim.

You will need to provide us with the following:

- policy number
- odometer reading
- registration number
- initial diagnosis of problem
- estimated cost of repairs

If the claim is accepted we will authorise repairs and issue a repair authorisation number. Once work is completed please forward the invoice to:

Claims Services
PO Box 33 1248
Takapuna
Auckland 0740

Invoices must provide full customer details, full details of the work completed and copies of any subcontracted work (when requested).

REPAIRS MUST NOT BE COMMENCED UNLESS AUTHORISED.
ANY REPAIRS NOT AUTHORISED ARE NOT COVERED.



Servicing Requirements

You are required to keep your vehicle serviced at your cost to ensure the cover under this insurance remains in place. You may have your vehicle serviced at any recognised service facility. The minimum requirements are:

- petrol vehicles every 15,000km or 12 months, whichever comes first
- diesel vehicles every 10,000km or 12 months, whichever comes first

The following must be checked and attended to as required:

- change engine oil and oil filter;
- all fluid levels and condition;
- air filter;
- all belts. Replace if necessary. Cambelts must be replaced as specified by the vehicle manufacturer;
- cooling system including inhibitor and hoses;
- turbo oil feed;

Servicing requirements continued

- automatic transmission;
- braking system including brake fluid condition;
- air conditioning;
- steering and suspension systems.

The cost of servicing is at your expense. You must make sure that the service facility completes the service history record on this policy, at the time of the service. This information will be required in the event of a claim. Previous servicing invoices may also be required in the event of a claim. Please retain all invoices for future reference.

AA Motoring

AA Roadservice

Autosure Mechanical Breakdown Insurance provides you with free AA Roadservice. 24 hours a day, 7 days a week, 365 days a year AA Roadservice will be there to help.

For assistance phone AA Roadservice on 0800 581 581. You will need to quote your policy number and vehicle registration number.

- mechanical breakdown - call the AA any time of day or night and help will soon be on the way
- towing - if the vehicle has mechanical problems and cannot be mobilised at the time of the breakdown, the AA will arrange to tow the vehicle to the nearest authorised repair facility. If you want the vehicle to be towed to another repairer then you may be required to pay the towing charges
- flat battery - if the vehicle battery will not start the engine, the AA will arrange to restart the vehicle. If a new battery is required this can be supplied at your cost
- lockout service - locking the keys in the car is something that can happen to anyone. The AA will arrange to have someone come to you so you can be on your way again
- lost keys - the AA will arrange a locksmith to help you get back into your vehicle. Any replacement keys will be at your cost
- change of flat tyre - in the event of a flat tyre the AA will change the tyre for you. If there is no spare, the AA will arrange towing to the nearest facility at your cost
- out of fuel - if you are unfortunate enough to run out of fuel the AA will deliver, free of charge, fuel to your vehicle. Applicable fuel charges will apply

AA Roadservice does not apply under the following circumstances;

- unattended vehicles or vehicles over three tonnes gross laden weight
- recovered stolen vehicles or vehicles which are not roadworthy or safe, or have been operated in an unsafe or illegal manner
- vehicles carrying loads beyond legal limits
- vehicles at a repairers premise or garage
- vehicles which are not on public or formed roads, or which are trapped or bogged
- when the vehicle was being used for racing, pace making, speed testing, reliability trials, competitions or off road activities at the time of the breakdown
- vehicles which will not operate as a result of a motor vehicle accident
- breakdowns covered under other insurance policies
- anytime when it would be dangerous or illegal for AA personnel or contractors to repair, load or transport the vehicle and/or its occupants

Note: You may make up to 2 AA Roadservice callouts per year. AA Roadservice is provided and administered by The New Zealand Automobile Association Incorporated, its service providers, contractors and sub-contractors. AA Roadservice is separate from, and not part of your insurance contract with DPL. DPL does not accept any responsibility arising from AA Roadservice.

Cover provided

The reasonable cost to repair the actual failure of mechanical or electrical parts as a result of a sudden and unforeseen breakdown that occurs during normal use in New Zealand, unless otherwise excluded.

Other benefits (subject to a valid claim)

Accommodation, car rental, return home and transportation costs

If your vehicle takes more than 24 hours to repair and you are more than 100kms away from your home you may choose from the following, subject to a maximum claim limit of \$1,500. We will reimburse you for:

- up to 10 days accommodation; or
- up to 10 days rental car hire costs; or
- return home costs (such as air fares); or

Cover provided continued

- transportation costs for your vehicle to your home address or another convenient location, whichever is closer, up to \$500

Qualifying vehicles

Vehicles 12 years old and less that have travelled less than 160,000 kms at commencement of cover

Claim limits

The claim limit for any one breakdown is the current market value of the vehicle at the time of the claim.

There is no limit to the number of claims that can be made during the period of cover. The total amount we will pay during the policy period is limited to the current market value of the vehicle at the time of the claim. Cover does not expire if a claim is made unless that claim means the market value limit is exceeded.

The odometer reading limit is as at the date of commencement of cover.

Excess

You must contribute the amount shown as the excess as the first amount of each unrelated claim. You must pay the excess to the authorised repairer before you collect your vehicle. The excess is shown on this Policy

Excluded vehicles

There is no cover for any of the following vehicles:

- GVM over 3500KG;
- Bentley, Ferrari, Jensen, Lamborghini, Lotus, Rolls Royce, TVR;
- used as taxis, rentals, courier vehicles, shuttles, any fare paying passenger vehicle or goods delivery vehicle

Modified vehicles

There is no cover for modified vehicles

This policy does not cover

- Repairs that are covered by the manufacturer’s warranty or repairs that are the subject of a manufacturer’s recall or any component design fault or any damage arising from the design fault;
- Any fault existing at the commencement of cover and any resulting damage;
- Chassis, panel, paintwork, glass, upholstery and any other cosmetic item;
- Batteries, exhaust systems, catalytic converters, tyres, entertainment systems, heated seat elements, light bulbs, communication systems, fuel tanks, keys and remotes;
- Any costs relating to servicing, maintenance, adjustment or tuning;
- Costs arising from the failure of the cambelt and/or any resulting damage when the cambelt is not replaced in accordance with the manufacturer’s recommendation;
- Repairs necessitated by external causes, contamination, perishing, corrosion, rust, consequential loss or damage, accident damage, fire damage, water damage, theft, wilful damage, misuse, neglect, faulty repair and/or defective workmanship;
- Repairs resulting from incorrect use of fuel, oil, lubricant, coolant or any other fluid. This includes using the wrong octane fuel grade and the use of any bio fuel outside of the manufacturer’s recommendations;
- Any repairs commenced or carried out without our approval.

Conditions

- You must take all reasonable steps to protect your vehicle from breakdown and comply with the manufacturer’s servicing, operating and safety recommendations. This information can be found in the owner’s handbook for your vehicle, the manufacturer’s website or from any authorised service centre.
- This policy does not apply if your vehicle is used in racing competitions, time trials, rallies, speed testing, pace making, reliability trials or any off-road activities.
- If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then your claim is not payable and this entire policy automatically terminates from the date that the incorrect statement or fraudulent claim was made to us.
- If you breach any policy term or condition no claim will be payable under this policy. Nothing in this policy affects our rights to avoid the policy for non-disclosure.
- This policy applies to you and your vehicle and is not refundable.
- You must comply with the service requirements detailed in this policy.
- Your vehicle must have a current warrant of fitness. If it does not you may not have a valid claim.

Definitions

DPL Insurance Limited (DPL) is the insurer under this policy and is referred to as ‘we’, ‘our’ or us.’

You’ or ‘your’ means the insured person named on this policy.

GST

All claim limits, additional benefits and excess include GST (where applicable).

Vehicle details

Your vehicle details are shown on your policy certificate. If your vehicle details are incorrect in any way with regard to make, model, year or odometer reading, then you may not qualify for the extent of cover you have selected.

At our discretion we may permit transfer of this policy to a new owner if you sell the vehicle privately.

Transfer of mechanical breakdown insurance

A transfer will not be permitted if the vehicle is sold to or through a motor vehicle dealer or trader.

To request a transfer please contact us for a Transfer of Mechanical Breakdown Insurance Request Form. Once you have completed this form please return it to us with:

- Copy of new Warrant of Fitness or Vehicle inspection report (if requested)
- Copy of receipt of vehicle purchase
- Copy of vehicle service records; and
- Transfer fee of \$150 (incl GST)

Both you and the person you wish to transfer the policy to must sign the form. There is no refund of premium available.

To request a Transfer of Mechanical Breakdown Insurance Request Form please email sales@autosure.co.nz

Privacy Act

The 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 collected will be held by Motor Trade Finance Limited, Level 1, 98 Great King Street, Dunedin; DPL Insurance Limited, Autosure, PO Box 33 1248, Takapuna, Auckland 0740, the Credit provider named above 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 to request access to and correction of their personal information subject to the Privacy Act 1993.

Insurer financial strength rating

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 given an **B+** (Good), with an outlook assigned as ‘stable’ by A.M. Best.

The rating scale is:

A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regular Supervision
B++, B+	Good	C, C-	Weak	F	In liquidation
				S	Suspended

Declaration

By entering into this insurance contract you confirm that:

- The information given is in every respect correct and complete and all material information has been disclosed to DPL (subject to the rights you have under the Criminal Justice (Clean Slate) Act 2004.)
- You understand the credit provider is an agent of DPL and may receive remuneration for arranging this policy.
- The details and information you have provided shall be the basis of the contract between you and DPL, and you are willing to accept cover subject to this policy.

An electronic copy of this policy is available on your MTF customer web site, please visit www.mtf.co.nz.

Insured’s signature

MTF representative

Date

Date