

# Assurant Vehicle Care<sup>®</sup>

## Light Commercial Mechanical Breakdown Insurance

### Policy Wording

#### Welcome

Thank you for choosing us to help look after your valuable asset. This document explains what you are covered for, some important information about your responsibilities, and what to do if you need to make a claim. It is designed to be read together with your certificate which shows who and what is covered and when your cover starts and ends. The certificate will also show if any extra benefits, limits or special restrictions apply to your policy. The proposal and declaration you completed requesting the cover also forms part of the contract.

#### True statements

Any statements you or any other party make to us when you apply for cover or modify your policy or make a claim, must be true and complete. You must tell us all information you know or could be expected to know, which would influence us to accept your application or on what terms and at what cost. We may reduce or decline your claim or cancel your policy if any statements made are found to be false.

#### When you need to contact us

Our experienced staff are here to help. Call us on 0800 776 832 or email us at [nz.contact@assurant.com](mailto:nz.contact@assurant.com) if you have any questions about your cover or [nz.mbi.claims@assurant.com](mailto:nz.mbi.claims@assurant.com) for help with a claim.

There are also times when you need to contact us to keep us up to date with important information that may affect your cover or the premium you pay. Let us know immediately if:

- your address or your contact details change.
- your vehicle has had any new non-factory fitted modifications, or if modifications have been changed or removed.
- you now use your vehicle for business.

If you don't inform us of any relevant changes immediately, we may change what you are covered for, how much you pay, or we may decide to cancel your policy.

#### Words with special meanings

Some words and phrases in this document have special meanings. A list of these words and their meanings is provided at the end of this document.

#### INSURER DETAILS

This insurance is issued by Protecta Insurance New Zealand Limited (NZ Company No 312700) of 110 Symonds Street, Grafton, Auckland 1010 (**Protecta**) as agent for Virginia Surety Company Inc, New Zealand branch (a US incorporated company with NZ Company No 920655) of Unit 3 Level 2, 73 Manchester Street, Christchurch 8011 (**VSC**). The insurance is underwritten by VSC. Protecta and VSC are part of the Assurant, Inc. group.

#### IMPORTANT INFORMATION FOR YOU

1. This is your policy which consists of this wording, your proposal, certificate and declaration. Please read it so you know exactly what you are covered for. If you do not fully understand this insurance policy, please contact Assurant, who will be able to explain it to you. Any claims and general enquiries should be directed to Assurant. Please phone 0800 776 832.
2. Please examine this insurance policy and the certificate and if they do not meet your requirements or if any information is not correctly stated, please return them at once and ask for the correction to be made.

#### MECHANICAL BREAKDOWN

This means any sudden and unforeseen mechanical or electrical failure.

#### WHAT YOU ARE COVERED FOR

In the event that a mechanical breakdown occurs and falls within the terms and conditions of the insurance policy, Assurant agrees to contract with the authorised repairer for the repair of the vehicle. Payment shall include the reasonable cost required to repair the vehicle to a condition in no way inferior to that at the policy start date. Assurant reserves the right to source and supply parts to repair the failure. Assurant at its option can choose whether to repair the vehicle or pay the cash value of these repairs, limited in both cases to this insurance policy's limits of liability.

## LIMITS OF LIABILITY

### 1. Maximum limits of liability:

- a. Maximum liability during the period of cover is limited to the current market value of the vehicle at the time of the claim less the excess as described in the certificate.
- b. Maximum liability in respect of any one mechanical breakdown is detailed in the certificate.

The limits of liability stated above shall include any amounts that we may become liable to pay for travel costs, accommodation costs and towing costs as set out below.

### 2. Policy benefits:

Assurant will reimburse you (subject to an acceptable claim) for:

- a. **Travel costs** - The cost of hiring a rental vehicle of a similar size to the vehicle covered by this insurance policy, or the cost of an alternative (more economical) form of transport, up to a maximum of \$300 in respect of any one mechanical breakdown. This cover will only apply when the vehicle breaks down more than 100km from your current residential address and the vehicle is unable to be used due to repairs being affected for a period exceeding (72) seventy two hours. Assurant shall not be liable for the normal running costs (e.g. insurance, mileage, petrol, oil) of the rental vehicle.
- b. **Accommodation costs** - The cost of reasonable accommodation expenses incurred by you up to a maximum of \$300 per claim as a result of the vehicle sustaining a mechanical breakdown when such mechanical breakdown occurs more than 100km from your current residential address.
- c. **Towing costs** - The cost of towing the vehicle arising from the vehicle sustaining a mechanical breakdown covered by this insurance policy up to a maximum of \$100 on any one claim.

**Please Note:** The costs in Clause 2. above can only be considered following presentation to Assurant of a detailed relevant GST invoice or receipt.

### 3. Excess:

The excess as shown in the certificate applies to each and every unrelated claim accepted by Assurant. Unrelated claims are those repairs where one component has not directly caused the failure of another and therefore each repair is treated as a separate and unrelated claim.

## WE WILL NOT PAY FOR

1. Any claim arising from defects which were in existence prior to the policy start date and any defects or failures that you knew or ought to have reasonably known about, prior to the policy start date.
2. Any claim where the vehicle is not maintained and serviced in accordance with the vehicle service programme outlined in this insurance policy.
3. Any mechanical breakdown where any repairs have been carried out contrary to the claims procedure.
4. Any mechanical breakdown caused by the use of fuel grades not recommended by the vehicle manufacturer.
5. Any costs arising from diagnosing a repair where the repair is not covered by this insurance policy.
6. Any mechanical breakdown that is the subject of a recall by the vehicle manufacturer or regulatory authority where manufacturing error has caused or contributed to the failure of covered parts (including consequential damage) regardless of whether the manufacturer or New Zealand distributor accepts liability for the error.
7. Any repairs covered by any other form of insurance, warranty or guarantee.
8. Any costs arising from the rectifying of any failure of, or defect or fault in, the design or specification of any component regardless of whether the vehicle manufacturer or New Zealand distributor accepts liability for the failure, defect or fault in, the design.
9. Any mechanical breakdown or liability occurring in whole or in part due to any misuse, or abuse, external damage/cause or act or omission (whether wilful, unlawful or negligent) to the vehicle.
10. Any claims that are fraudulent.
11. Any costs arising from contamination, corrosion, rust, deterioration or sludge.
12. Any fuel injector failure which is as a result of wear, gradual deterioration, corrosion or contamination.
13. Any repairs necessitated by the failure of any plastic, rubber or composite components due to gradual deterioration and any resulting damage.
14. Any claim arising from loss of time, loss of use, inconvenience, storage charges, accidental damage, fire, theft, conversion, or any other consequential loss.
15. Any claim arising or liability for incidental or consequential damage caused by the failure of a non-covered component.
16. Any mechanical breakdown that has either been contributed to or has arisen as a result of the vehicle being modified from the manufacturer's original specification.

17. Any costs arising from, or for rectifying, defective or faulty repair or workmanship.
18. Any claim arising from the continued operation of the vehicle once a fault has occurred, including loss of lubricant or coolant.
19. Any costs associated with the servicing, maintenance, adjustment or tuning of any component.
20. Any costs associated with software updates or reprogramming unless required due to the breakdown of a covered component.
21. Any general repair expenses including telephone, scan and tool charges, sundry, freight charges and any disposal or environmental charges.
22. Any costs relating to the repair or replacement of brake shoes, disc pads, rotors, bushes, mountings, shock absorbers, suspension air bags, drive belts, tyres and wheels, wheel alignment and balancing.
23. Any claim arising from failing to follow the manufacturer's recommended procedures for battery charging, jump starting and towing.
24. Any costs relating to the repair or replacement of batteries, body work, communication systems (including Bluetooth, Wi-Fi and cellular), locks, keys, remotes, keyless systems and associated mechanisms (other than the door lock assembly), lights and associated mechanisms, glass, mirrors and associated mechanisms, handles, hinges, paintwork, rams, satellite navigation systems, seat belts and associated mechanisms, struts, cosmetic items, trim, upholstery, visual and audible parking and pedestrian warning systems, tyre pressure sensors, clutches and flywheel assemblies due to wear and tear (including splitter gearboxes), exhaust systems, spark plugs and filters. (including diesel particulate filters).
25. To any costs arising from, or the rectifying of, any auxiliary, ancillary or additional equipment, or any associated system or componentry, which is fitted to the vehicle, such as but not limited to any concrete/ cement mixer, crane, disposal unit, hoist, lifting equipment, loader, refrigeration unit, tipper, truck body etc.

#### VEHICLES WE COVER

This insurance policy covers the vehicle as declared in the certificate when it is used in New Zealand.

#### VEHICLES WE DO NOT COVER

1. Any vehicle with an odometer reading in excess of 250,000kms or over (12) twelve years of age at the expiry of the period of cover.
2. Taxis, rentals, and other fare paying passenger vehicles used for hire or reward unless written approval has been obtained from us.
3. Any vehicle with a gross weight exceeding 12,000kg GVM.
4. Any vehicle used in racing competitions, time trials or rallies.
5. Any vehicle with more than two axles.
6. Any vehicle with more than a one ratio gearbox.
7. Any vehicle manufactured by Tesla.

#### VEHICLE SERVICE PROGRAMME

1. All servicing should be carried out by an approved service facility in accordance with the manufacturer's specifications.
2. All electric vehicles must be serviced and repaired by a qualified technician.
3. The first service must be completed prior to the vehicle travelling 5,000km since the policy start date.
4. The minimum ongoing service requirements are every 10,000kms or within 6 months whichever occurs first.
5. All servicing must be carried out in accordance with the vehicle manufacturer's specifications and include the service requirements outlined under Minimum Service Requirements.
6. The servicing required to be carried out in accordance with the vehicle service programme is your responsibility and failure to complete the service requirements may result in your claim being declined.

#### Minimum service requirements are:

1. Change engine oil and oil filter.
2. Change the fuel filters every 20,000km's (diesel vehicles only).
3. Check air cleaner and replace if necessary.
4. Check clutch operation for slippage.
5. Check turbo oil feed pipe for blockages and leaks.
6. Check camshaft belt and all drive belts and replace if necessary.
7. Check all fluid and oil levels and top up if necessary.

8. Check CV joints and boots.
9. Check cooling system for leaks and pressure test.
10. Check transmission oil and filter and service transmission if required.
11. Check engine tuning (spark plugs if fitted) adjust and replace as required.
12. Check braking, steering and suspension system.
13. Check charging port and sealing cap and clean as necessary (electric vehicles only).
14. Check reduction gear oil level and top up as necessary (electric vehicles only).

#### Notes:

1. The camshaft belt needs to be checked if there is no proof that it has been replaced within the last 40,000km. (Proof will be required in the event of a claim).
2. Please record all servicing on the "service record" page at the rear of this insurance policy.
3. Electric Shock Hazard - Electric vehicles operate high voltages and should only be serviced and repaired by trained personnel.

#### CLAIMS PROCEDURE

1. In the event of a mechanical breakdown, please phone 0800 776 832.
2. All repairs must be carried out by an authorised repairer. Failure to comply may result in the claim being declined.
3. If the vehicle cannot be driven to the authorised repairer without further damage occurring, please contact the authorised repairer for assistance.
4. In the event of a claim you must supply a copy of the relevant invoice relating to the servicing requirements as outlined in the vehicle service programme.
5. You will be required to authorise any dismantling required to determine if there is a valid claim under this insurance policy. Costs for dismantling are covered subject to the limits of liability and terms and conditions contained in this insurance policy should a subsequent acceptable claim arise.
6. A claim form may need to be completed prior to the acceptance of a claim.
7. In the event of an acceptable claim Assurant will pay for the time taken to repair the vehicle as determined by a recognised and current flat rate manual as supplied by the manufacturer, MTA or similar authority.
8. Any repairs commenced or carried out without prior approval will not be covered.

#### GENERAL CONDITIONS

##### Cool-off period

If you are not satisfied with the cover provided in this Insurance Policy, please advise Assurant in writing within (15) fifteen days of the date this insurance policy was purchased. Assurant may agree to change this insurance policy. If you are still not satisfied, you can cancel this insurance policy by contacting Assurant and requesting a refund of the paid premium. No refund will be paid if a successful claim has been made. Where a refund applies, this is forwarded to the sub agent who will forward the refund to you in the circumstances where the cost of this insurance policy was not included as part of the vehicle purchase.

##### Your duty of disclosure

You have a duty, at law, to disclose to us all material information before entering into an insurance policy.

Material information is information that may influence a prudent insurer in deciding whether or not to accept the proposal, and if so, on what terms and conditions and for what premium. Examples of information you may need to disclose include but are not limited to:

1. Anything that increases the risk of an insurance claim.
2. Any criminal conviction or offence.
3. If another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim.
4. Any insurance claim or loss made or suffered in the past.

These examples are a guide only. All material information must be complete and correct and if there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Assurant.

##### Non-disclosure

If you fail to comply with your duty of disclosure we may avoid this insurance policy from the beginning and/or reject any claim under it.

## **Cancellation**

You may at any time ask us to cancel this insurance policy by giving notice in writing to Assurant. Where you request cancellation, this insurance policy will end. This insurance policy is not refundable unless the request meets the criteria of the Cool-Off Period where we will make a full refund. In the following circumstances we will make a pro-rata refund:

1. The vehicle is repossessed; or
2. The vehicle is written off.

We have the right to cancel your insurance policy where permitted by law. For example, we can cancel your insurance policy:

1. Where you have failed to comply with a provision of your insurance policy, or
2. Where you have failed to pay the premium payment for the insurance policy, or
3. If you have made a fraudulent claim under your insurance policy or under some other insurance policy that provides cover during the same period of cover as your insurance policy.

The cancellation provisions shall be effective as from 4pm on the seventh day after posting, e-mail notification or personal delivery of the notice of cancellation to you at your last known address.

## **Assignment**

To assign this insurance policy, please contact either your selling dealer or Assurant, presenting a copy of your service record. To consider policy assignment, the vehicle must have been serviced in accordance with the vehicle service programme. In addition, the request for policy assignment (transfer) must be received within 30 days of the vehicle change of ownership. On the fulfilment of these conditions, at our sole discretion, we agree to assign the insurance policy to the new owner of the vehicle once the administration fee of \$125.00 is paid. Assignments are not permitted if the vehicle is being sold to a dealer, motor vehicle trader or auction house.

## **Goods and service tax (GST)**

All dollar amounts expressed in this insurance policy are New Zealand currency and inclusive of GST (where applicable).

## **PROTECTA PRIVACY POLICY**

Please refer to Protecta's privacy policy which sets out its respective rights and obligations in more detail as regards these matters and which can be found at <https://www.assurant.nz/privacy-policy>.

This Privacy Policy describes how Protecta collects, protects, uses and discloses personal information it holds about you.

### **When and how we collect customer information**

- Request a quote and/or arrange a policy through our agent or directly with us online or over the phone.
- When you call us, or we call you, we may record your call for training and quality assurance purposes.
- Lodge a claim on your policy with us.

### **How we use the information we collect about you**

- Confirm your identity before responding to your query about your claim, policy, change of address etc.
- Registering and managing your claim.
- Share your information with third party service providers including service centres, assessors and other third parties involved in the management of your claim.
- Communicate with you about the progress of your claim or policy and periodically about other products and services that we believe may be of interest to you.
- Provide statistical information to our actuaries which may include some of your personal information.
- Respond to government agencies when requested to confirm your identity, policy and claims history, last known address and contact details.
- Use your information to conduct credit checks when assessing your claim.
- Obtain your credit card details or setup a direct debit for the payment of your policy premiums.
- Administer your policy or contact details.

### **Procedures we follow to protect your privacy**

We will always require you to respond to a series of questions aimed at verifying your identity prior to sharing information. This step ensures that you are the authorised person listed on the policy or have the appropriate authorisation to communicate on your behalf.

## What we will not do

- Answer your query if we have not been able to identify you.
- Register a claim or provide you with updates about your claim if we have been unable to verify your identity as a person authorised on the policy.
- Provide you with unsolicited communication.
- Disclose your personal information with any third party without your explicit consent unless it is required as a matter of law.
- Sell your personal information to anyone else.

## VSC PRIVACY POLICY

Pursuant to the Privacy Act 2020, please note the following information:

Under this Insurance Policy, information is collected about you. The information collected is held by VSC and used by VSC (and their contractors and agents) to administer your insurance policy. If you do not provide this information, we may decline your request to purchase the insurance policy. You have the right to access, and request correction of this information, subject to the provisions of the Privacy Act 2020.

Please refer to VSC's privacy policy which sets out its 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 VSC at [customerfeedback@assurant.com](mailto:customerfeedback@assurant.com)

## Dispute Resolution Process

Assurant (Virginia Surety Company, Inc., as Insurer) is a member of the Insurance and Financial Services Ombudsman (IFSO). If a complaint should arise, you may contact Assurant directly. If your complaint is not able to be resolved immediately by the person You are dealing with, it will initiate Assurant's Internal Dispute Resolution (IDR) process. There is no cost to use this procedure. If your complaint cannot be resolved by Assurant, they may wish to refer the complaint to the IFSO. The IFSO is an independent approved dispute resolution scheme. It will not cost you anything to refer the complaint to the IFSO. Advice on the complaint process can be provided by Assurant in relation to this Insurance Policy.

The IFSO may be contacted:

- by phone on 0800 888 202 (free call);
- by writing to PO Box 10845, Wellington 6143 New Zealand;
- by emailing them at [info@ifso.nz](mailto:info@ifso.nz); or
- on the web [www.ifso.nz](http://www.ifso.nz)

## DEFINITIONS

**Authorised Repairer** means;

A vehicle repairer authorised by Assurant to carry out the repair of the vehicle.

**Certificate** means;

The most recent certificate of insurance and/or endorsement certificate.

**Current Market Value** means;

The market value of the vehicle based on the condition and mileage at the time of any claim as determined by an approved vehicle valuation facility.

**Excess** means:

The amount of any claim that you must pay as shown on Your Certificate of Insurance.

**Insurance Policy** means;

This mechanical breakdown insurance policy and any endorsements (if any) underwritten by VSC.

**Mechanical Breakdown** means:

Any sudden and unforeseen mechanical or electrical failure of the parts covered under this Insurance Policy.

**Period of Cover** means;

The period of insurance in months from the Policy Start Date to the Policy Expiry Date as shown on your certificate of insurance.

**Policy Start Date** means;

The start date of the insurance policy as declared in the certificate.

**Sub-Agent** means;

An agent approved by Assurant who may be involved in the sale of this insurance policy.

**Vehicle** means;

The vehicle declared in the certificate.

**We, Our or Us and Assurant** means;

Virginia Surety Company, Inc. (NZ Company No. 920655) the underwriter for this Insurance Policy or, as applicable Protecta, as agent for VSC. VSC and Protecta are part of Assurant, Inc. a global provider of risk management solutions. Information on VSC's Financial Strength rating can be found at <https://www.assurant.nz/rating>.

**You or Your** means;

The insured person(s), company or other entity named on the certificate.

### SERVICE RECORD

Important: All vehicles are to be serviced in accordance with the vehicle service programme outlined in this insurance policy. A copy of all service invoices will be required in the event of a claim. Any advice given to you concerning the service is to be noted on the service invoice for future reference purposes.

Note: All advice given to the owner with regards to the radiator, fuel injectors or cambelt is to be noted on the invoice for future reference purposes.

### ENDORSEMENTS

Any endorsements that have been allowed on this policy will be listed here:



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## We're here to help

If you have any questions,  
please feel free to call us on

**0800 776 832**

quoting your policy number.  
We're always happy to help.

**Assurant**

PO Box 37371, Parnell, Auckland 1151

0800 776 832

[nz.contact@assurant.com](mailto:nz.contact@assurant.com)

[assurant.nz](http://assurant.nz)