

## LIGHT COMMERCIAL VEHICLE

Mechanical Breakdown Insurance

# Welcome



he Purchaser:	
he Insurance Policy Number:	
ehicle Registration Number:	
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### WHY YOU CAN RELY ON PROTECTA

Protecta Insurance is a New Zealand owned and operated company that is focused on "Protecting Your Investment".

Our superior performance in claims handling and paying means that we have "Experience Where it Counts" for you.

A focus on providing "Real Cover for Real People" gives you assurance for your "Peace of Mind"

We are available 24 hours a day, 7 days a week on **0800 PROTECT (776 832)** and we look forward to being of service to you.

Stephen Glading

Stephen Gladi

Managing Director

Protecting your investment



# **Insurance Policy Conditions**

### MECHANICAL BREAKDOWN INSURANCE

Allianz Australia Insurance Limited (hereinafter referred to as Allianz) has authorised Protecta Insurance New Zealand Limited (hereinafter referred to as Protecta Insurance) and it's Sub-Agents to issue Mechanical Breakdown Insurance Policies (hereinafter referred to as this Insurance Policy) on their behalf. This Insurance Policy witnesses that in consideration of payment of the agreed premium and on the basis of the information declared in the Certificate of Insurance, Protecta Insurance has been authorised to pay for the repair of the Vehicle, subject to the terms and conditions contained in this Insurance Policy. The Insurance Policy shall become operative on the Policy Start Date as declared in the Certificate of Insurance and will continue in force until terminated in accordance with the terms and conditions contained in this Insurance Policy.

#### **1. DEFINITIONS**

#### Authorised Repairer means:

a Vehicle repairer authorised by Protecta Insurance to carry out the repair or replacement of the Parts Covered in this Insurance Policy.

#### Certificate of Insurance means:

the Certificate of Insurance completed on the Insured's behalf and provided to the Insured as confirmation of the Insurance Policy.

#### Current Market Value means;

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

#### Insurance Policy means:

this Mechanical Breakdown Insurance Policy and any endorsements (if any) thereon underwritten by Allianz.

#### Insured means:

the person or persons declared in the Certificate of Insurance as the registered owner of the Vehicle.

#### Policy Period means:

the period of the Insurance Policy in months as declared in the Certificate of Insurance.

#### Policy Start Date means:

(30) thirty days after the date of the Certificate of Insurance or (30) thirty days after the purchase date, whichever is the later.

#### Sub-Agent means:

an agent approved by Protecta Insurance who may be involved in the sale of this Insurance Policy.

Vehicle means:

the Vehicle declared in the Certificate of Insurance.

#### 2. MECHANICAL BREAKDOWN

This means any sudden and unforeseen mechanical or electrical failure.

#### WHAT IS COVERED?

In the event that a Mechanical Breakdown occurs and the Insured has complied with the Terms and Conditions of this Insurance Policy, Protecta Insurance 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. Protecta Insurance reserves the right to source and supply parts to repair the failure.

#### LIMITS OF LIABILITY

A. The maximum liability during the Policy Period of this Insurance Policy is limited to the Current Market Value of the Vehicle at the time of the claim less the Excess as described in the Certificate of Insurance.

The maximum liability in respect of any one Mechanical Breakdown is detailed in the Certificate of Insurance.

The limits of liability stated above and stated in the Certificate of Insurance shall include any amounts that may become liable to pay for Rental Costs, Towing Costs and Accommodation Cover.

## B. Protecta Insurance will reimburse the Insured (subject to an acceptable claim) for:

Rental Costs - The cost of hiring a rental vehicle of a similar size to the Vehicle covered by this Insurance Policy up to a maximum of \$300 in respect of any one Mechanical Breakdown covered by this Insurance Policy providing the Vehicle covered under this Insurance Policy is unable to be used due to repairs being effected for a period exceeding 72 hours. This cover will only apply when the Vehicle breaks down more than 50 km from the Insured's current residential address. Protecta Insurance shall not be liable for the normal running costs (e.g. insurance, mileage, petrol, oil) of the rental vehicle.

Towing Costs - The cost of towing the Vehicle covered by this Insurance Policy arising from the Vehicle sustaining a Mechanical Breakdown covered by this Insurance Policy up to a maximum of \$100 on any one claim.

Accommodation Cover - The cost of reasonable accommodation expenses incurred by the Insured to a maximum of \$300 per claim through the Vehicle sustaining a Mechanical Breakdown covered by this Insurance Policy when such Mechanical Breakdown occurs more than 100 km from the Insured's current residential address.

#### C. Excess

The Excess as declared in the Certificate of Insurance applies to each and every unrelated claim accepted by Protecta Insurance. 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.

All dollar amounts expressed are inclusive of Goods and Services Tax.

#### 3. EXCLUSIONS

#### This Insurance Policy shall not apply:

- Where the Vehicle is not maintained and serviced in accordance with the Vehicle Service Programme outlined in this Insurance Policy or where any repairs have been effected contrary to the Mechanical Breakdown Claim Procedure.
- Where the Mechanical Breakdown is the subject of a recall by the Vehicle Manufacturer or to any costs arising from the rectifying of any failure of, or defect or fault in, the design or specification of any component.
- To any Mechanical Breakdown or liability occurring in whole or in part due to any misuse, external damage/cause or act or omission (whether wilful, unlawful or neoligent) to the Vehicle.
- To any repairs covered by any other form of Insurance, Warranty or Guarantee.
- To any claim arising from defects which were in existence at the time the Vehicle was purchased, or at the time this Insurance Policy was effected.
- To any claims that are fraudulent.
- To any costs arising from contamination of any water, oil, lubricant, fuel, fluid, or air system by any external influence and to costs arising from corrosion, rust or deterioration.
- To any claim arising from loss of time, loss of use, inconvenience, storage charges, accidental damage, fire, theft, conversion, or any other consequential loss.
- To any claim arising or liability for incidental or consequential damage caused by the failure of a non-covered component.
- To any Mechanical Breakdown that has either been contributed to or has arisen as a result of the Vehicle being modified from the manufacturers original specification.
- To any costs arising from, or for rectifying, defective or faulty repair or workmanship.
- To any claim arising from the continued operation of the Vehicle once a fault has occurred, including loss of lubricant and coolant.
- To any injector failure which is as a result of wear, gradual deterioration, corrosion or contamination.
- To any costs associated with the servicing, maintenance, adjustment or tuning of any component.
- To any cost associated with the replacement of any: battery, exhaust system, shock absorbers, suspension rubber mountings and bushes, tyres and wheels, wheel alignment and balancing, glass, lights, paintwork, bodywork, handles, hinges, struts, seat belts, trim, upholstery, cosmetic item, satellite navigation system, audio system, visual system, communications system,

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seats and associated mechanisms, brake shoe linings, disc pads, the repair and or replacement of clutches due to wear and tear, splitter gearboxes.

 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.

#### 4. QUALIFYING VEHICLES

#### VEHICLES COVERED

This Insurance Policy covers the Vehicle declared in the Certificate of Insurance, with the exceptions as set out below, for any Mechanical Breakdown subject to the Limits of Liability and the Terms and Conditions set out in this Insurance Policy.

#### VEHICLES NOT COVERED

- Any vehicle with an odometer reading in excess of 250,000 km or over 12 years of age at the Policy Start Date.
- Taxis, rentals, and other fare paying passenger vehicles.
- Any vehicle with a gross weight exceeding 12,000 kg GVM
- Any vehicle used in racing competitions, time trials or rallies
- Vehicles with more than two axles
- Vehicles with more than a one ratio gearbox

#### 5. VEHICLE SERVICE PROGRAMME

#### INSURED'S RESPONSIBILITY

1. All services should be carried out by an Authorised Service Centre. For the name of your nearest Authorised Service Centre please contact Protecta Insurance on:

> 0800 PROTECT (776 832) For all other enquiries please contact our Customer Services Team on Phone (09) 377 6872

- 2. The FIRST Service must be completed at the time of purchase.
- 3. All vehicle services thereafter must be completed **every 10,000 km or 6 months**, whichever occurs first.
- All work carried out in accordance with the Vehicle Service Programme is the responsibility of the Insured and failure to complete the minimum service requirements may result in your claim being declined.

#### MINIMUM SERVICE REQUIREMENTS ARE:

- · Change engine oil & filter
- Check air cleaner & replace if necessary
- Check clutch operation for slippage
- · Check turbo oil feed pipe for blockages and leaks
- Check camshaft belt and all drive belts and replace if necessary
- · Check all fluid and oil levels and top up if necessary
- Check CV joints & boots
- Check cooling system for leaks and pressure test
- Check transmission oil & filter & service transmission if required
- · Check engine tuning and adjust as required
- Check braking system
- · Check steering and suspension systems
- Replace fuel filter every 20,000 km service

## Note: The Cambelt does not need to be checked if it has been replaced within the last 40,000 km. (Proof will be required).

Please record all services on the "Service Record" page.

#### 6. CLAIMS PROCEDURE

#### INSURED'S RESPONSIBILITY

1. In the event of a Mechanical Breakdown, please contact Protecta Insurance for your nearest Authorised Repairer on:

#### 0800 PROTECT (776 832)

For all other enquiries please contact our Customer Services Team on Phone (09) 377 6872

- If the Vehicle cannot be driven to the Authorised Repairer without further damage occurring, please contact the Authorised Repairer for assistance.
- 3. All repairs must be carried out by an Authorised Repairer. Failure to comply may result in your claim being declined.
- The Insured will be required to authorise dismantling to determine the cause of the failure and may need to complete a claim form prior to the commencement of repairs.

#### AUTHORISED REPAIRER'S RESPONSIBILITY

Please contact the Claims Department on:

Phone (09) 915 0820, Fax (09) 377 6878 **BEFORE ANY WORK IS CARRIED OUT** and please have your Authorised Repairer's number ready. The Insured will be required to authorise dismantling to determine the cause of the Mechanical Breakdown and may need to complete a claim form prior to the commencement of repairs.

#### LABOUR HOURS

Protecta Insurance 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.

#### UNAUTHORISED WORK

Any repair carried out without an order number will not be accepted as a claim under this Insurance Policy.

Any work carried out by an unauthorised repairer may result in the claim being declined.

Any unauthorised work undertaken will become the responsibility of the repairer concerned.

#### 7. GENERAL

#### CANCELLATION

Protecta Insurance may at any time cancel this Insurance Policy by giving (7) seven days notice in writing to the Insurad at their last known address. After such cancellation, Protecta Insurance will refund the unused part of the paid premium. The cancellation shall be effective as from 4pm on the seventh day after posting or personal delivery of the notice of cancellation.

The Insured may at any time cancel this Insurance Policy by giving notice in writing to Protecta Insurance. Where the Insured requests cancellation, this Insurance Policy is not refundable unless the request meets the criteria of the Cool-Off Period. No refund will be paid if a successful claim has been made.

#### COOL-OFF PERIOD

If the Insured is not satisfied with the cover provided in this Insurance Policy, please advise Protecta Insurance in writing within (15) fifteen days of the Policy Start Date. Protecta Insurance may then agree to change this Insurance Policy. If the Insured is still not satisfied they can cancel this Insurance Policy. However both the Certificate of Insurance and Insurance Policy must be returned to Protecta Insurance before any refund of the paid premium will be made. 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 the Insured in the circumstances where the cost of the Insurance Policy was not included as part of the Vehicle purchase.

#### ASSIGNMENT

To assign this Insurance Policy, please contact Protecta Insurance, presenting a copy of your Service Record. The Vehicle must have been serviced in accordance with the Vehicle Service Programme. At the sole discretion of Protecta Insurance we agree to assign the Insurance Policy to the new owner of the Vehicle once the appropriate fee is paid.

#### 8. IMPORTANT NOTICES

#### FAIR INSURANCE CODE

Allianz supports the principles of the Fair Insurance Code. The purpose of this code is to increase the standards of practice and service within the insurance industry. Further information relating to the Fair Insurance Code is available on request. Phone 0800 PROTECT (776 832).

#### INSURER DETAILS

This Insurance Policy is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand of Level 1, 152 Fanshawe Street, Auckland 1010.

#### 9. ENDORSEMENTS

This Insurance Policy is subject to the following endorsement/s. Any endorsement/s below is/are valid only where it has been produced and approved by Protecta Insurance. If this is not clear, please contact this office on 0800 PROTECT (776 832).



#### **10.SERVICE RECORD**

Important: The 1st service must be carried out at the time of purchase. Thereafter Vehicles are to be serviced every 10,000 km or 6 months whichever occurs first in accordance with the Vehicle Service Programme outlined in this Policy. A photocopy of this service record and all service invoices will be required in the event of a claim. Any advice given to the Insured concerning the service is to be noted on the service invoice for future reference purposes.

	1ST SERVICE	
Rego Number		
Policy Number		
Odometer Reading		km
Invoice Number		Authorised
Date of Service	/ /	Service Centre Must Stamp Record
	2ND SERVICE	
Rego Number		
2		
Invoice Number		Authorised
Date of Service	/ /	Service Centre Must Stamp Record
	<b>3RD SERVICE</b>	
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Policy Number Odometer Reading Invoice Number		Authorised Service Centre Must Stamp
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Policy Number Odometer Reading Invoice Number Date of Service Rego Number Policy Number	/ / 4TH SERVICE	Authorised Service Centre Must Stamp Record
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5TH SERVICE		
Rego Number		
Policy Number		
Odometer Reading		
Invoice Number		
Date of Service / /	Authorised Service Centre Must Stamp Record	
6TH SERVICE	heedd	
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Invoice Number Date of Service / /	Authorised Service Centre Must Stamp	
·····	Record	
7TH SERVICE		
Rego Number		
Policy Number		
Odometer Reading	km	
Invoice Number	Authorised	
Date of Service / /	Service Centre Must Stamp Record	
8TH SERVICE		
Rego Number		
Policy Number		
Odometer Reading		
Invoice Number	KIII	
Date of Service / /	Authorised Service Centre Must Stamp Record	

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

#### NOTES

## Your Motor Insurance Specialist



Level 8, 110 Symonds Street, Auckland PO Box 37-371, Parnell, Auckland Telephone 09 377 6872 Facsimile 09 379 6779

www.protecta.co.nz