# **Assurant Vehicle Care®**

#### Kinetic 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 if you have any questions about your cover or 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.

#### Benefits chosen

Your certificate will show the product you have chosen and any optional benefits you have included. It's important that you review your certificate to ensure these selections meet your needs.

#### **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.

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#### 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.
- c. For the factory fitted electric vehicle battery, Assurant will contribute towards the repair or replacement of those batteries as detailed in the certificate. If the factory fitted electric vehicle battery requires repair or replacement due to the failure of another covered part, Assurant will pay the claim based on the limits of liability described in the certificate.

Please Note: Coverage for the Electric Vehicle Battery extends to include reduced life cycle or the inability to hold a charge as a result of a sudden and unforeseen failure.

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

#### 2. Policy benefits:

Assurant will reimburse you up to \$1,500 (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, 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.
- Accommodation costs The cost of reasonable accommodation expenses incurred by you as a result of the vehicle sustaining a mechanical breakdown when such mechanical breakdown occurs more than 100km from your current residential address.
- c. Repatriation costs The cost to repatriate the vehicle to your current residential address or another convenient location, whichever is closer, as a result of the vehicle sustaining a mechanical breakdown when such mechanical breakdown occurs more than 100km from your current residential address.

#### 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.

However, multiple failures at the same time within each of the following component sets will be treated as a single claim and therefore only be subject to one excess:

- Coil packs
- · Fuel injectors
- Glow plugs
- Wheel bearings (if on the same shaft)
- CV joints or universal joints (if on the same shaft)

The application of 1 excess will only apply when all failures within the component set are part of the same claim. Subsequent failures within the set that are claimed for at a later date will be treated as a separate and unrelated claim, and subject to their own excess. Parts that have not failed but are prudent to replace are excluded. An example of this is a claim where 2 fuel injectors have failed at the same time. Only 1 excess would apply on the claim for the 2 failed injectors.

#### **OPTIONAL BENEFITS**

The following additional cover options are only included in your policy if they are shown on your certificate as included.

#### Roadside Assistance

Where this benefit is included on your certificate and your vehicle suffers one of the problems listed below, call 0800 776 832, select option one and state that you are an Assurant customer and quote either your policy number or registration number. This benefit provides unlimited callouts for the period of cover. Roadside assistance is provided and controlled by First Rescue New Zealand Limited and is separate from your insurance contract.

- Tyre First Rescue will dispatch a provider to remove the flat tyre and fit the vehicle spare wheel. If the spare wheel is flat or has no spare (for example vehicle has collapsible tyres or a Tyre Mobility System) First Rescue will pay for a provider to assist the caller, refill the tyre or to transport the vehicle to the nearest approved repairer or place of safety.
- Flat battery / jump start If the vehicle cannot be jump started due to the battery requiring replacement, the vehicle will be referred or transported to the nearest approved repairer.
- Out of fuel First Rescue will arrange, free of charge, the delivery of 5 litres of petrol or diesel.
- Out of charge (EV) First Rescue will send out an EV Charging van to provide a top up charge (up to 10 kilometres
  of charge) or a transportation provider to transport the vehicle to the closest charging station, the customers home
  or business address.
- Lost Keys If you lose your keys, First Rescue will provide all reasonable assistance (subject to proof of ownership shown) to:
  - locate and deliver a spare key; or
  - arrange for the Driver to retrieve the spare key if this is more practical.

In all other situations where the key is not available, First Rescue will arrange to transport the vehicle to a dealer. First Rescue will not be responsible for any damage incurred, or for any repair costs that result from moving the vehicle while it is locked. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility.

- Lockout assistance (keys locked in vehicle) First Rescue will dispatch a provider to unlock the vehicle or if more convenient, arrange for the spare set of keys to be delivered to the driver. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility.
- **Mechanical breakdown** First Rescue will dispatch a provider to transport the vehicle to the nearest Assurant approved repairer or place of safety.
- Vehicle Repatriation Where a vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner's home and the repairs will take longer than 24 hours, the owner may elect to continue the journey by alternative means. If required, First Rescue will arrange for the vehicle to be transported to the customer's home or ultimate destination whichever is the shorter. Alternatively, the owner/driver may choose to be repatriated back to the repairer to collect the vehicle.
- Towed Vehicle Support If the vehicle has a mechanical issue and was towing a caravan, boat and/or any form of registered trailer, First Rescue will transport the trailered vehicle to a place of safety.
- Rental car If the vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner/driver normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/driver will be entitled to a rental car to a cost of \$120 per day and a maximum of three days rental. Rental vehicle insurance waiver reduction and petrol costs remain the responsibility of the owner/ driver.
- Accommodation (in lieu of a rental vehicle) If the vehicle is immobilised as a result of a mechanical failure
  greater than 100 kilometres from the owner/driver normal place of residence (as registered in the program), and
  cannot be repaired within 24 hours, the owner/driver will be entitled to accommodation costs, (room charge only)
  of up to \$360 to a maximum of three nights.
- Accident / Collision Assistance If the vehicle is involved in a motor vehicle accident, after ensuring all parties are safe First Rescue will provide advice/referral to the owner/driver and if requested, organise an accident/tow provider to attend and transport the vehicle to an approved repairer or place of safety. Transportation/storage costs remain the responsibility of the owner/driver.
- Taxi Provision of a taxi (20kms radius or \$80 inclusive of GST) where the vehicle is non- operational due to mechanical defect or where there are more than two persons travelling in the vehicle.
- **Emergency contact** In the event of a breakdown or accident, First Rescue can connect their call to family members, friends, or business associates to notify them of any possible delays.
- Windscreen/glass repair or replacement First Rescue will refer the owner/driver to the nearest Assurant approved repairer or automotive glass specialist repairer.

There are some instances where Roadside Assistance won't respond or cover:

- Vehicles used in racing, rallies, speed or duration testing or any practice thereof.
- Claims arising from the loss or damage to the contents of the vehicle.

- Claims arising from damage caused through the forced entry of a vehicle in any attempt to unlock and recover keys locked in the vehicle, whereby the owner/driver has been fully briefed on the risk and situation by the First Rescue provider in attendance, and the owner/driver has subsequently agreed to sign the indemnity form offered by the provider prior to commencing forced entry/unlock of the vehicle.
- Claims arising from a recurring electrical or mechanical failure resulting from improper care or vehicle maintenance, or vehicle servicing where a known fault and repair has been neglected.
- Situations where the vehicle is disabled by floods, snow affected roads, or is not accessible due to other adverse road or weather-related conditions.
- Vehicles being bogged/trapped in off road conditions, and not accessible by normal two- wheel drive recovery vehicles
- Vehicles located off designated public roads (other than private residence), and not accessible by normal two-wheel drive recovery vehicles.
- Any vehicle exceeding 3.5 tonnes Gross Laden Weight.
- Vehicle has been left unattended.
- Any vehicle nominated and/or registered to the AA Roadside Assistance program.
- Vehicles not displaying a current motor vehicle registration certificate and warrant of fitness.
- Costs relating to parts, labour or any associated costs for the repair of the vehicle outside of the benefits listed shall be at the owner/drivers expense.
- Multiple callouts for the same fault for the same vehicle where the owner/driver or service agent has not completed the remedial repairs within the calendar month.
- Non warranty events First Rescue will continue to support the customer at their time of need however once the vehicle is transported to the authorised dealer or service agent and the fault is deemed not to be covered under warranty or is deemed as accident damage that the event costs be included into the dealer repair invoice to the customer i.e., incorrect fuel, punctured radiators, water hoses etc.

#### **Additional Towing Allowance**

This benefit is an extension of Roadside Assistance. Where this benefit is included on your certificate, we will reimburse you when you use the Roadside Assistance benefit to tow your vehicle to a location of your choice. Coverage is limited to the amount specified on your certificate and is subject to an acceptable mechanical breakdown claim under this policy.

#### **Consumables Cover**

Where this benefit is included on your certificate, we will cover you for the cost of workshop consumables up to the amount specified on your certificate. Coverage is subject to an acceptable mechanical breakdown claim under this policy. Consumables are defined as antifreeze, fluids, lubricants, refrigerant, environmental charges, brake clean and degreaser.

#### **Diagnostic Cover**

Where this benefit is included on your certificate, we will cover you for the cost of diagnostics up to the amount specified on your certificate. Coverage is subject to an acceptable mechanical breakdown claim under this policy. Diagnostic cover is defined as scan tool charges to extract fault codes from the vehicle and coding replacement parts to the vehicle.

#### **Business Use Extension**

Where this benefit is included on your certificate, we will cover you where your vehicle use includes taxi or Uber use, including fast food delivery.

#### 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 costs arising from scan tool charges unless the Diagnostic Cover benefit has been selected and is included in your certificate.
- 22. Any general repair expenses, including antifreeze, fluids, lubricants, refrigerant, environmental charges, brake clean and degreaser unless the Consumables Cover benefit has been selected and is included in your certificate.
- 23. Any general repair expenses including telephone, sundry, freight charges, tool hire charges.
- 24. 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.
- 25. Convertible roof and associated mechanisms (other than the convertible roof motor, frames, guides and rails), seats and associated mechanisms (other than the seat motor), sun roofs and associated mechanisms (other than the sun roof motor, frames, guides and rails).
- 26. Any claim arising from failing to follow the manufacturer's recommended procedures for battery charging, jump starting and towing.
- 27. Any Electric Vehicle Battery replacement due to reduced life cycle or the inability to hold a charge unless as a result of a sudden and unforeseen failure.
- 28. Any costs relating to the repair or replacement of batteries (other than the Electric Vehicle Battery see Limits of Liability section 1.c.), body work, non-factory fitted communication systems (including Bluetooth, Wi-Fi and cellular), 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, non-factory fitted 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, exhaust systems, spark plugs and filters (including diesel particulate filters).

#### **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 150,000kms at the policy start date or over (15) fifteen years of age at the expiry of the period of cover.
- 2. Taxis, rentals, couriers, shuttles, delivery vehicles and other vehicles used for hire or reward unless the Uber/Taxi use benefit has been selected and this is shown on your certificate.
- 3. Any vehicle with a gross weight exceeding 3500kg.
- 4. Any high performance vehicle including but not limited to AMG Mercedes Benz, Aston Martin, Bentley, Brabus Mercedes Benz, Dodge Viper, Ferrari, Honda NSX, Lamborghini, Lotus, Maserati, Maybach, Morgan, Nissan GTR, Porsche, Rolls Royce, Schnitzer and M Series BMW, VW Passat W8 and TVR.
- 5. Any vehicle used in racing competitions, time trials or rallies.
- 6. Any vehicle powered by a rotary engine.
- 7. Any hybrid vehicle manufactured in or prior to 2005.
- 8. 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. Phone 0800 776 832 for assistance.
- 2. All electric vehicles must be serviced and repaired by a qualified technician.
- 3. All servicing must be carried out in accordance with the vehicle manufacturer's specifications and include the service requirements outlined under Minimum Service Requirements.
- 4. 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 (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
- Check cooling system for leaks and pressure test
- 10. Check transmission oil and filter and service transmission if required
- 11. Check engine tuning and spark plugs 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. 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.
- 4. If the vehicle cannot be driven to the authorised repairer without further damage occurring, please contact the authorised repairer for assistance.
- 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 prorata 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 <a href="https://www.assurant.nz/privacy-policy">https://www.assurant.nz/privacy-policy</a>.

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 provides 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 <a href="https://www.assurant.nz/privacy-policy">https://www.assurant.nz/privacy-policy</a>.

If you have any questions about the information collected about you, please contact VSC at <a href="mailto:customerfeedback@assurant.com">customerfeedback@assurant.com</a>

### **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; or
- on the web 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.

#### Electric Vehicle means:

A vehicle that uses one or more electric motors to power the driving wheels. Electric vehicles include Battery Electric Vehicle (BEV), Hybrid Electric Vehicle (HEV), Plug-In Hybrid Electric Vehicle (PHEV) and Fuel Cell Electric Vehicle (FCEV).

#### Electric Vehicle Battery means:

A factory fitted lithium-ion or nickel-metal hydride rechargeable battery that powers electric motors to propel an electric vehicle.

#### 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.

#### Roadside Assistance means;

Roadside assistance services provided by First Rescue New Zealand Limited.

#### 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 <a href="https://www.assurant.nz/rating">https://www.assurant.nz/rating</a>.

#### 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.