

## MECHANICAL BREAKDOWN INSURANCE DISCLOSURE

Mechanical Breakdown Insurance is an extended warranty under the Fair Trading Act 1986 if:

- you purchase this Policy at, or at about, the same time as you purchased your vehicle; and
- your vehicle is of a kind ordinarily purchased for personal, domestic or household use,

in which case, for the purpose of the Mechanical Breakdown Insurance policy, the insurer under the mechanical breakdown insurance policy is a warrantor of the extended warranty.

### SUMMARY OF CONSUMER'S RIGHTS AND REMEDIES UNDER THE CONSUMER GUARANTEES ACT 1993

If your vehicle is of a kind ordinarily purchased for personal, domestic or household use, you have rights under the Consumer Guarantees Act 1993. The goods that you buy must meet the guarantees of (1) acceptable quality, (2) fitness for particular purpose, (3) matching description, (4) matching sample or demonstration model, (5) the retailer having the right to sell goods, (6) reasonable price (when the price is not set), (7) spare parts and repair facilities being available (manufacturers), (8) the terms of manufacturer's express guarantee (i.e. their warranty) being met (**Statutory Guarantees**).

If a Statutory Guarantee is not met, you may have rights against the retailer (or in some cases the manufacturer) to put the problem right. You can find out more about your rights under the Consumer Guarantees Act 1993 at [www.consumeraffairs.govt.nz](http://www.consumeraffairs.govt.nz)

### COMPARISON WITH THIS POLICY (when the Statutory Guarantees apply)

This is a summarised comparison between the rights you have under the Statutory Guarantees (when they apply) and the Policy. In order to understand your rights under the Policy you must refer to the full terms and conditions of the Policy document and Certificate of Insurance. The Policy is a Mechanical Breakdown Insurance policy and Allianz is the insurer - Allianz Australia Insurance Limited (Incorporated in Australia) trading as Allianz New Zealand of level 1, 152 Fanshawe Street, Auckland 1010 telephone (09) 354 2900 and email address [info\\_nz@allianz.co.nz](mailto:info_nz@allianz.co.nz)

1. Allianz agrees to repair your vehicle or specified parts of your vehicle for a defined period subject to the terms and limitations of the Policy. The terms of the Policy may coincide with the Statutory Guarantees or provide a lesser benefit. If you have Component cover, your Policy only covers those components that are specified under 'Parts Covered' section of the Policy.
2. There are limits on what you can claim under the Policy and you can never claim some costs under the Policy - please see the section 'Exclusions'. You cannot claim under the Policy if the cost is covered under any other insurance, warranty or guarantee.
3. In order to claim under the Policy you must do certain things including servicing and maintaining your vehicle (see 'Vehicle Service Programme'). You do not have to comply with these requirements in order to claim under the Act Guarantees, although you cannot use your vehicle in a way that is inconsistent with the way a reasonable consumer would use it.
4. Your rights under the Statutory Guarantees are wider than your rights under the Policy and there will be circumstances where you will be able to get a better remedy by relying on your rights under the Statutory Guarantees rather than claiming under the Policy.
5. Under the policy, cover for consequential loss is limited and is different depending on which Cover you obtain:
  - a. Pinnacle or Optimum Cover: limited to travel, accommodation and repatriation costs. Pinnacle cover may include Peripheral Repairs.
  - b. Maxi or Maxi Motor Home Cover: limited to travel, accommodation and towing costs.
  - c. Component Cover: limited to rental, towing and accommodation costs.
6. Under the Statutory Guarantees, a consumer can claim for reasonable foreseeable consequential loss or damage.
7. Under the terms of the Policy, you do not have the option to reject the goods if there is a substantial defect or if the defect cannot be remedied. This is an option for a consumer under the Statutory Guarantees.
8. This Policy will be most use to you as your vehicle gets older as it is then less likely that you will be able to get a remedy under the Statutory Guarantees.
9. This Policy may provide AA Roadservice cover. If it does, it will say so.

### ANCELLATION

If your Policy is an extended warranty under the Fair Trading Act (see, MECHANICAL BREAKDOWN INSURANCE DISCLOSURE above), you have a statutory right to cancel this Policy within 5 working days after the date on which you receive this Policy document and you will receive a full refund of the premium you paid. To do so you must notify Protecta of your intention to cancel or withdraw from the Policy. Your statutory rights to cancel are set out in full at section 36V Fair Trading Act 1986. The Policy also provides for a 'cooling off period and other cancellation rights (See 'General').

# Protecta Insurance New Zealand Limited

P.O. Box 37-371  
Parnell, Auckland

## CERTIFICATE OF INSURANCE

Agent Copy

Insured

Policy Number:

Date:

### VEHICLE DETAILS

Year	Make & Model	Registration No. / VIN	Odometer at time of sale	Purchase Price	Purchase Date
		/		\$:	
Petrol [ ]	Diesel [x]	4WD [ ]	Turbo [ ]	Selected [ ]	NZ New [ ] Import [x]

### MECHANICAL BREAKDOWN INSURANCE

Cover	OPTIMUM	Excess	Policy Period (months)	Policy Start Date	Expiry Date
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Roadside Assistance (0800 4357 868): Breakdown benefit as described in your policy wording

### LIMITS OF LIABILITY

The maximum liability during the 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 this Certificate of Insurance.

The maximum liability in respect of any one Mechanical Breakdown is: \$5000 , subject to the Excess as described in this Certificate of Insurance.

The Limits of Liability stated above shall include any amounts that may become liable to pay for Travel Costs and/or Accommodation Costs and/or Repatriation Costs.

### PREMIUM SUMMARY

Mechanical Breakdown Insurance

**Total**

### PRIVACY NOTICE

Allianz Australia Insurance Limited (Allianz), of 152 Fanshawe Street and it's agent Protecta Insurance New Zealand Limited (Protecta), are collecting information to evaluate whether they will provide insurance cover. Subject to the provisions of the Privacy Act 1993, the information is being held by Protecta at 110 Symonds Street, Auckland.

You have certain rights of access to and correction of this information. Any correction or enquiry you wish to make can be directed to Protecta.

Allianz and Protecta will treat this information in the following way. They may use the information to provide a quote, consider your application for cover, for analytical purposes and where cover is bound, to manage and administer your and their rights under the insurance policy. For example, the management or settlement of any claims. To do this they may provide information to third parties such as other insurance companies, reinsurers, loss adjusters and assessors, external claims data collectors, investigators and their agents or other parties as required by law. Where you provide information about other persons, you must have their consent to do this and provide it on their behalf. If not you must tell Protecta. If you fail to provide information requested, it may result in us not being able to provide you with services.

### INSURER INFORMATION

Your Insurance Policy is underwritten by Allianz Australia Insurance Limited (managed by Protecta Insurance NZ Ltd). Allianz Australia Insurance Limited's head office in New Zealand is in Auckland. The company operates throughout New Zealand and Australia and is part of the Allianz Group. The Allianz Group is one of the largest and most renowned insurance and financial services providers in the world. For more information, visit the Allianz New Zealand website [www.allianz.co.nz](http://www.allianz.co.nz) or the Allianz Group website [www.allianz.com/en/about\\_us](http://www.allianz.com/en/about_us).

Allianz Australia Insurance Limited has an AA- insurer financial strength rating given by Standard & Poor's (Australia) Pty Limited.

The rating scale \*in summary form is:

AAA Extremely Strong  
A Strong  
BB Marginal  
CCC Very Weak  
R Regulatory Action

AA Very Strong  
BBB Good  
B Weak  
CC Extremely Weak

Plus (+) or minus (-): Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories.

\*A full description of the rating scale is available via [www.allianz.co.nz/insurer-rating](http://www.allianz.co.nz/insurer-rating)

An overseas policyholder preference applies. Under Australian law, if Allianz Australia Insurance Limited is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Allianz Australia Insurance Limited's Australian assets to satisfy New Zealand liabilities.

**CONFIRMATION**

Your acceptance of the Insurance on this certificate was confirmed electronically by our agent.

**DECLARATION AND AUTHORISATION**

You declare that the Insured and Vehicle details recorded above which are disclosed by you are true and correct and that all material information has been disclosed to the Insurer. You also hereby authorise the disclosure of personal information held by any other party regarding your previous insurances of whatever kind and all previous claims under such Insurances or any matter the Insurer may reasonably regard as relevant to your insurance or any claim made under this insurance. You have authorised that your personal information may be used by the Insurer to advise you of the Insurer's other services.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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This Information is current from 6th June 2015 and applies to all consumer contracts with KINGS FINANCE