

NISSAN MECHANICAL BREAKDOWN INSURANCE POLICY WORDING

Insurance Contract 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 its Sub-Agents to issue Nissan Mechanical Breakdown Insurance Contracts (hereinafter referred to as this Insurance Contract) on their behalf.

This Insurance Contract 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 Contract.

The Insurance Contract shall become operative on the Commencement Date of Cover 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 Contract.

1. DEFINITIONS

Authorised Repairer means;

a Vehicle repairer authorised by Protecta Insurance to carry out the repair of the Vehicle.

Certificate of Insurance means;

the most recent Certificate of Insurance provided to the Insured, outlining the particulars of the Insurance Contract.

Commencement Date of Cover means;

the start date of the Insurance Contract as declared in the Certificate of Insurance.

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 Contract means;

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

Insured means;

the person/s declared in the Certificate of Insurance as the registered owner of the Vehicle.

Period of Insurance means;

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

Sub-Agents means;

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

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 falls within the terms and conditions of the Insurance Contract, 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 Commencement Date of Cover. Protecta Insurance reserves the right to source and supply parts to repair the failure.

Peripheral Repairs – In the event of a claim Protecta Insurance may extend cover to include the cost to repair or replace any part which has not failed but is considered prudent to repair or replace in the course of repairing the Vehicle.

3. LIMITS OF LIABILITY

- A. The maximum liability during the period of this Insurance Contract 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:

- For Vehicle Categories 2, 3 and 4 (as defined on page 3) with an odometer reading of up to 150,000kms and less than 10 (ten) years of age as at the Commencement Date of Cover – \$10,000.
- For all other Vehicles with an odometer reading of up to 150,000kms and less than 10 (ten) years of age as at the Commencement Date of Cover – Current Market Value.

Factory fitted audio systems are covered up to a maximum of \$600, subject to the terms and conditions of this Insurance Contract.

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.

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

1. **Travel Costs** - The cost of hiring a rental vehicle of a similar size to the Vehicle covered by this Insurance Contract or the cost of an alternative (more economical) form of transport, up to a maximum of \$500 in respect of any one Mechanical Breakdown. This cover will only apply when the Vehicle breaks down more than 100km from the Insured's current residential address and the Vehicle is unable to be used due to repairs being effected for a period exceeding (72) seventy two hours. Protecta Insurance shall not be liable for the normal running costs (e.g. insurance, mileage, petrol, oil) of the rental vehicle.
2. **Accommodation Costs** - The cost of reasonable accommodation expenses incurred by the Insured to a maximum of \$500 per claim as a result of the Vehicle sustaining a Mechanical Breakdown when such Mechanical Breakdown occurs more than 100km from the Insured's current residential address.
3. **Repatriation Costs** - The cost to repatriate the Vehicle to the Insured's current residential address or another convenient location, whichever is closer, to a maximum of \$500 per claim as a result of the Vehicle sustaining a Mechanical Breakdown when such Mechanical Breakdown occurs more than 100km from the Insured's current residential address.

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

- 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.

4. EXCLUSIONS

This Insurance Contract does not cover:

- Any claim arising from defects which were in existence at the time the Vehicle was purchased, or at the time this Insurance Contract was effected.
- Where the Vehicle is not maintained and serviced in accordance with the Vehicle Service Programme outlined in this Insurance Contract.
- Any Mechanical Breakdown where any repairs have been effected contrary to the Claims Procedure.
- Any Mechanical Breakdown caused by detonation and/or poor quality or incorrect grade of fuel including damage caused by any bio-fuels, lead replacement fuel and/or diesel engine low sulphur fuel.
- Any costs arising from diagnosing a repair where the repair is not covered by this Insurance Contract.
- Any Mechanical Breakdown that is the subject of a recall by the Vehicle manufacturer or to any repairs covered by any other form of insurance, warranty or guarantee or to any costs arising

from the rectifying of any failure of, or defect or fault in, the design or specification of any component.

- 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.
- Any claims that are fraudulent.
- Any costs arising from contamination of any water, oil, lubricant, fuel, fluid, or air system by any external influence or arising from corrosion, rust or deterioration.
- Any repairs necessitated by the failure of any plastic components due to gradual deterioration and any resulting damage.
- Any claim arising from loss of time, loss of use, inconvenience, storage charges, accidental damage, fire, theft, conversion, or any other consequential loss.
- Any claim arising or liability for incidental or consequential damage caused by the failure of a non-covered component.
- 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.
- Any costs arising from, or for rectifying, defective or faulty repair or workmanship.
- Any claim arising from the continued operation of the Vehicle once a fault has occurred, including loss of lubricant or coolant.
- Any costs associated with the servicing, maintenance, adjustment or tuning of any component.
- Any general repair expenses including telephone, facsimile, sundry, freight charges and any disposal or environmental charges.
- Any costs relating to the repair or replacement of brake shoe linings/disc pads, mountings, shock absorbers, tyres and wheels, wheel alignment and balancing.
- Any costs relating to the repair or replacement of batteries, bodywork, communication systems, cosmetic items, door lock remotes, lights and associated mechanisms, glass, handles, hinges, paintwork, rams, satellite navigation systems, seat belts, struts, trim, upholstery, visual and audible parking systems, clutches due to wear and tear, exhaust systems, spark plugs and filters.
- Any costs relating to the replacement of antifreeze, fluids, lubricants and refrigerant exceeding \$150.00.

5. QUALIFYING VEHICLES

This Insurance Contract covers the Vehicle as declared in the Certificate of Insurance.

VEHICLES INCLUDED IN CATEGORIES 2, 3 & 4

- All European Vehicles.
- All American Vehicles.
- All Diesel Vehicles.
- All Turbo or Supercharged Vehicles.
- All Rotary powered Vehicles.
- All hybrid Vehicles manufactured after the year 2000.
- Ford - All FPV, Explorer.
- Holden - All HSV.
- Lexus - All models.
- Any equivalent rebadged model of any of these Vehicles.

VEHICLES INCLUDED IN CATEGORY 1

- All Vehicles other than Category 2, 3 and 4 and those Vehicles that fall within VEHICLES NOT COVERED.

VEHICLES NOT COVERED

Any Vehicle with an odometer reading in excess of 150,000kms or over (10) ten years of age at the Commencement Date of Cover.

- Taxis, rentals, couriers, shuttles, delivery Vehicles and other Vehicles used for hire or reward.
- Any Vehicle with a gross weight exceeding 3500kg.
- Any high performance Vehicle including but not limited to Alpina BMW, AMG Mercedes Benz, Aston Martin, Bentley, Brabus Mercedes Benz, Dodge Viper, Ferrari, Honda NSX, Lamborghini, Lotus, Maserati, Maybach, Morgan, Nissan GTR, Porsche, Renntech Mercedes Benz, Rolls Royce, Schnitzer and M Series BMW and TVR.
- Any Vehicle used in racing competitions, time trials or rallies.
- Any hybrid Vehicle manufactured in or prior to 2000.

6. AA ROADSERVICE

Each Vehicle is eligible for the benefits of AA Roadservice (24) twenty four hours a day, (7) seven days a week should the Vehicle suffer one of the failures listed below and cannot be driven. Just telephone 0800 PROTECT (0800 776 832) and advise you are a Protecta Insurance AA Roadservice customer and quote the Insurance Contract or Registration Number.

The Vehicle nominated on the Certificate of Insurance will be covered for the following failures:

- **Flat Tyre or Damaged Wheel** – AA Roadservice will change a damaged tyre/wheel with the nominated Vehicle's serviceable spare. Where the spare is not serviceable AA Roadservice will arrange towing of the Vehicle to the nearest facility at the expense of the driver.
- **Flat Battery** – AA Roadservice will provide a battery boost and any other practical assistance to start the Vehicle. If the Vehicle requires a new battery AA Roadservice will arrange a new battery at the expense of the driver.
- **Locked out** – AA Roadservice will assist in order to access the Vehicle where keys have been accidentally locked inside the Vehicle.
- **Out of fuel** – AA Roadservice will provide free delivery of \$20.00 worth of liquid fuel. Cost of the fuel will be at the expense of the driver.
- **Lost Keys** – AA Roadservice will arrange a locksmith to help get the driver back in the Vehicle. Any replacement keys provided will be at the expense of the driver.
- **Breakdown (mechanical or electrical)** – AA Roadservice will attempt to provide emergency repairs at the roadside. If AA Roadservice are not able to mobilize the Vehicle or it requires parts AA Roadservice will tow it to the nearest authorized repairer to a limit of \$40.00 per tow within Metro area and to a limit of \$100.00 per tow within Rural. (If you want the Vehicle to be towed to another authorized repairer then you may be required to pay the towing charges).

EXCLUSIONS

- An unattended Vehicle.
- Unauthorised repairs.
- A Vehicle damaged as a result of an accident.
- Natural disaster areas where the Vehicle cannot be reached.
- Where special equipment is required.
- A Vehicle that is not on legal constructed roads i.e. Public Legal Roads.
- A Vehicle with a gross weight exceeding 3500kg.
- A Vehicle that is not roadworthy or operated in an unsafe or illegal manner.
- A Vehicle that do not have current Registration or a Warrant of Fitness
- Breakdowns that are covered by other insurance policies or contracts.

NB. The above cover is provided for a Vehicle less than (15) fifteen years of age at the time of any claim.

A maximum of (3) three free callouts for any (12) twelve month period of insurance.

Note: AA Roadservice is provided and controlled by AA Business Solutions and is separate from and not in any way part of the Insurance Contract with Allianz.

7. VEHICLE SERVICE PROGRAMME

- All servicing should be carried out by a Nissan Authorised Service Agent and should be carried out in accordance with the manufacturer's specifications. Phone 0800 PROTECT (0800 776 832) for assistance.
- The FIRST service must be completed prior to the Vehicle travelling 5,000km since Commencement Date of Cover, unless servicing is up to date as per the manufacturer's specifications.
- All vehicle services thereafter must be completed as per the manufacturer's specification and within the service interval specified by that manufacturer
- A copy of this Service Record and all service invoices will be required in the event of a claim. Any advice given to the Vehicle Owner concerning the service is to be noted on the service invoice for reference purposes.
- The servicing required to be carried out in accordance with the Vehicle Service Programme is the responsibility of the Insured and failure to complete the service requirements may result in your claim being declined.

Minimum Service Requirements are:

- Change engine oil and oil filter
- Change the fuel filters every 20,000km's (diesel Vehicles only)
- Check air cleaner and 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 and boots
- Check cooling system for leaks and pressure test
- Check transmission oil and filter and service transmission if required
- Check engine tuning and adjust as required
- Check braking system
- Check steering and suspension systems

Notes:

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).

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

8. CLAIMS PROCEDURE

- In the event of a Mechanical Breakdown - Phone 0800 PROTECT (0800 776 832).
- All repairs must be carried out by an Authorised Repairer. Failure to comply may result in the claim being declined.
- In the event of a claim the Insured must supply a copy of the relevant invoice relating to the servicing requirements as outlined in the Vehicle Service Programme.
- The Insured will be required to authorise any dismantling required to determine if there is a valid claim under the Insurance Contract. Costs for dismantling are covered subject to the Limits of

Liability and terms and conditions contained in this Insurance Contract should a subsequent acceptable claim arise.

- A claim form may need to be completed prior to the acceptance of a claim.
- In the event of an acceptable claim 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.
- Any repairs commenced or carried out without prior approval will not be covered.

9. GENERAL

COOL-OFF PERIOD

If the Insured is not satisfied with the cover provided in this Insurance Contract, please advise Protecta Insurance in writing within (15) fifteen days of the Commencement Date of Cover. Protecta Insurance may then agree to change this Insurance Contract. If the Insured is still not satisfied they can cancel this Insurance Contract. However both the Certificate of Insurance and Insurance Contract 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 Contract was not included as part of the Vehicle purchase.

CANCELLATION

Protecta Insurance may at any time cancel this Insurance Contract by giving (7) seven days' notice in writing to the Insured 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 Contract by giving notice in writing to Protecta Insurance. Where the Insured requests cancellation, this Insurance Contract is not refundable unless the request meets the criteria of the Cool-Off Period clause page 10. Refunds are calculated on a pro-rata basis less an administration fee. No refund will be paid if a successful claim has been made.

ASSIGNMENT

To assign this Insurance Contract, please contact either your selling dealer or Protecta Insurance, presenting a copy of your service record, in the first instance. Providing the vehicle has been serviced in accordance with the Vehicle Service Programme and the appropriate fee is paid, Allianz agrees to assign this Insurance Contract to the new owner.

GOODS AND SERVICE TAX (GST)

All dollar amounts expressed in this Insurance Contract are inclusive of GST (where applicable).

10. 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 Contract 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.

SERVICE RECORD

Important: The 1st Service must be carried out prior to the Vehicle travelling 5,000 km since purchase. Thereafter all Vehicles are to be serviced in accordance with the Vehicle Service Programme outlined in this Insurance Contract. 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.

ENDORSEMENTS

This Insurance Contract is subject to the following endorsement/s. Any endorsement/s is/are only valid where it/they has/have been approved by Protecta Insurance. Further information relating to any endorsements (if any) are available on request - Phone 0800 PROTECT (776 832).

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.