

# Extended warranty insurance policy

## ROADSIDE ASSISTANCE

**24 hours a day, 365 days a year.**

**Phone 0800 807 926**

By purchasing the Swann Insurance Extended Warranty Insurance Policy, your vehicle is eligible for the benefit of Swann Insurance Roadside Assistance. The Roadside Assistance benefit provides you with a maximum of 3 call outs per year to a maximum of \$100 (plus GST) per event. You and any person named on the policy schedule can receive assistance in any of the following situations:

### 1. Mechanical Breakdown Assistance

In the event of mechanical breakdown we will dispatch a service provider to attempt to mobilise your vehicle. If the problem causing the immobility is a minor mechanical or electrical breakdown, the service provider will attempt emergency mechanical or electrical repair at the roadside to rectify the problem.

### 2. Towing

In the event that a Vehicle suffers a breakdown and cannot be mobilised, we will tow the Vehicle to the nearest Swann Insurance **Authorised Repair Facility** from the breakdown site.

If the **Authorised Repair Facility** is not open, the Vehicle will be towed to a place of storage until the **vehicle** can be delivered to the nearest facility under the above criteria.

If at the time of breakdown the vehicle was towing a caravan, boat or trailer this vehicle will be towed or transported to the nearest **Authorised Repair Facility** or place of safety. Towing and storage costs for a caravan, boat or trailer will be your responsibility.

### 3. Flat Battery

If the **vehicle's** battery is flat and you cannot start the **vehicle's** engine our service provider will arrange to restart your engine.

### 4. Lost and Locked-in Keys

If you lock your keys in the **vehicle** or lose your keys, our provider will access the **vehicle**, or if appropriate, transport the **vehicle** to the nearest Swann Insurance **Authorised Repair Facility**.

### 5. Change of Flat Tyres

If you require assistance changing a flat tyre we will dispatch a service provider to fit your spare wheel.

### 6. Out of Fuel

If you run out of fuel we will dispatch a service provider to give you 5 litres of fuel without charge to you.

### 7. Taxi Option

If we tow your vehicle due to a mechanical breakdown, we will reimburse one taxi ride to the value of \$50 including GST to enable the vehicle occupants to continue their journey. Any taxi fare charged in excess of this limit will be the occupant's responsibility.

### 8. Emergency Co-ordination

In the event of an emergency we will assist you in arranging accommodation or transportation services. The cost of these services will be your responsibility.

### 9. Accident, Theft, Vandalism and Collision co-ordination

Following a motor vehicle accident, theft, vandalism or collision, we will provide advice and assistance. Towing and transportation services can be arranged at your expense in the event that the vehicle is either immobilised or unsafe to drive.

### 10. Windscreen Repair Referral

In the event your windscreen is damaged we can refer you to the nearest approved windscreen repairer.

### 11. Message Relay

In the event of a mechanical breakdown or accident, we can relay urgent messages to friends, family or business associates.

### 12. Travel Delay

In the event of a mechanical breakdown or accident that delays the caller, we can co-ordinate the re-booking of pre-planned travel arrangements, or arrange alternative arrangements as directed.

### 13. Legal Advice

We can provide access to legal advice (verbal only) on all matters arising from traffic and motor vehicle legislation, and matters arising from the use and ownership of your vehicle. This consultation service is provided at no cost to you.

### 14. Emergency Personal Assistance

We will provide advice on cancellation of lost or stolen credit cards, cheques, passports and drivers licence.

### 15. Medical Referral And Advice

Customers travelling away from their home base and in unfamiliar territory may, from time to time, find themselves in need of medical advice or treatment. Our medical team will provide appropriate advice and refer you to the nearest medical centre for treatment. Consultant and treatment fees are your responsibility.

## 16. Travel Directions

Should you become lost or require travel directions we can provide help and instructions on how to reach the planned destination and advise of delays in arrival by way of message.

## 17. Technical Advice

Telephone technical advice will be provided in regard to vehicle operation, instrument warning indicators or technical/mechanical information regarding the vehicle where possible.

### Exclusions for Roadside Assistance

Assistance is not available in the following instances:

- if the vehicle is used for hire or reward, in motor racing, rallies, speed or duration testing or any practice therefore.
- any costs incurred over the maximum call out of \$100 (incl GST)
- any call outs over the 3 call out limit, during the Insurance year
- claims arising from the loss or damage to the contents of the vehicle.
- claims arising from damage caused through forced entry in an attempt to recover locked keys, whereby the owner or driver has been briefed on the situation by our staff (or the provider in attendance), and the owner or driver has subsequently agreed to indemnify us, against any damage caused during entry.
- claims arising from recurring electrical or mechanical limit resulting from improper maintenance or servicing where a fault and repair that is known or should have been reasonably expected to be known has been neglected.
- situations where the vehicle is disabled by floods, snow affected roads, or is not accessible due to other adverse conditions.
- vehicles being bogged in off-road conditions and not easily accessible by normal two wheel drive recovery vehicles.
- vehicles being located off public roads (other than private residence), not accessible by a normal two wheel drive recovery vehicle.
- vehicles exceeding 3.0 tonnes in laden weight.
- vehicles that have been left unattended.
- vehicles modified from standard manufacturer's specifications.
- vehicles other than those confirmed as covered by Roadside Assistance.
- vehicles not displaying a current motor vehicle registration certificate and warrant of fitness.
- costs relating to parts, labour and any associated costs of repair of the vehicle, including replacement batteries and or tyres that are to be replaced at the owner's expense.
- events as a result of an accident, or misuse of the vehicle. All associated costs of which are the responsibility of the driver.

### IMPORTANT NOTICES *Read these carefully*

Swann Insurance (referred to as "we" or "us" in this Policy) is a business division of IAG New Zealand Limited who underwrite this Policy. First Assistance does not have any liability under this Policy except for the provision of Roadside Assistance.

## Your Duty Of Disclosure

**You** are required to tell **us** everything you know or could reasonably be expected to know that may influence **our** decision to insure **you** and the terms and conditions on which **we** will insure **you**.

If **you** do not tell **us** those things that may be relevant We may:

- Reduce the amount **we** pay for a claim;
- Refuse a claim;
- Cancel the Policy; or
- In some cases treat **your** Policy as never having begun.

## Agent Authority

The person selling **you** this insurance is doing so as **our** agent and may receive remuneration from **us** for arranging this insurance.

## Money Back Guarantee

**You** may request cancellation of this Policy within 30 days of signing the Proposal. **We** will provide **you** with a full refund of the premium paid, provided **you** have not made a claim under the policy.

## Your Contract

**Your** insurance Policy is a contract between **you** and **us**. **Your** contract is made up of:

1. The Proposal;
2. This Policy wording; and
3. **Your** current Policy Schedule.

Together these documents set out the terms and conditions of **your** Policy. It is **your** responsibility to ensure that all details contained on the Policy Schedule are correct.

## SWANN'S SERVICE COMMITMENT

Swann Insurance is proud of its service standards and supports the **Fair Insurance Code**. If you are not satisfied with:

- One of our products;
- Our service;
- The service of our agents, loss adjusters or investigators; or
- Our decision on your claim,

Please contact your nearest Swann Insurance office where our staff will help you in any way they can.

If they are unable to satisfy you they will refer your complaint to their manager who will immediately deal with the matter.

## YOUR RIGHTS IF THERE IS A DISPUTE

If the manager cannot resolve the matter, it can be dealt with through **our** internal Dispute Resolution process.

**You** need to ask **our** manager to refer the matter to a Dispute Resolution Officer. The Dispute Resolution Officer will investigate and try to reach a satisfactory outcome. **You** will be advised in writing of **our** final decision, normally within 10 days. **Our** Dispute Resolution process is a free service to **You**.

If **you** do not agree with **our** decision, **your** complaint can be reviewed through the Insurance and Savings Ombudsman Office.

The Insurance and Savings Ombudsman Office is an independent disputes resolution body funded by the Insurance and Savings Ombudsman Commission to consider complaints against members within its jurisdiction.

The Insurance and Savings Ombudsman's jurisdiction is set out in its terms of reference and it considers complaints about personal insurance policies and makes decisions binding upon member companies up to a maximum of \$200,000.

**You** do not have to pay to take a complaint to the Insurance and Savings Ombudsman Office.

**We** must abide by the Insurance and Savings Ombudsman's ruling, but **you** are permitted to reject the Insurance and Savings Ombudsman's ruling and take **your** case to an alternative means of dispute resolution. **You** may have other rights under the Consumer Guarantees Act 1993.

## THE WAY WE HANDLE YOUR PERSONAL INFORMATION

Swann Insurance ("we") collects personal information from you for the purpose of providing **you** with insurance products, services, processing and assessing claims.

**We** will disclose information to the First Rescue and Emergency (NZ) Limited (First Assistance) about **your** rights of access to Roadside Assistance.

**We** will not use **your** personal information for direct marketing purposes unless **we** obtain your prior consent.

**You** can choose not to provide this information, however, **we** may not be able to process **your** requests.

**We** may disclose information **we** hold about **you** to other insurers, an insurance reference service or as required by law.

In the event of a claim, **we** may disclose information to and/or collect additional information about **you** from investigators or legal advisors.

If you wish to update or access the information **we** hold about **you**, contact **us**, Swann Insurance 0800 807 926.

## DEFINITIONS

### authorised repair facility

- the authorised dealer who sold you this policy, or any other authorised dealer.
- a registered mechanical repair business authorised by Swann Insurance as an approved repairer.

### authorised service facility

- any authorised dealer or service agent.
- a registered mechanical repair business employing at least one (1) fully qualified automotive technician.

### covered component

means a component of the **vehicle** that was originally covered by the **manufacturer's vehicle warranty**, but excludes those components described under "What Is Not Covered".

### first assistance

means First Rescue and Emergency (NZ) Limited, incorporated Head Office, 602 Great South Road, Ellerslie, Auckland.

### lead replacement fuels

means any bio-fuel or any low sulphur bio-diesel fuel.

### manufacturer's vehicle warranty

means the warranty provided by the **vehicle** manufacturer covering the mechanical components of the **vehicle**.

### mechanical failure

means the sudden or unforeseen failure of a **covered component**, excluding **normal wear**.

### normal wear

means the gradual reduction in operating performance of a **covered component**, having regard to the age of the **vehicle** and the distance the **vehicle** has travelled since new.

## Policy Schedule

means the most recent schedule **we** give **you** describing the terms and conditions that are specific to **your** Policy. This also includes any amendments **we** send **you** in writing.

## term in months

means the time period for which **you** have requested insurance. The **term in months** is stated on the **Policy Schedule**.

## vehicle

means the **vehicle** described in the **Policy Schedule**.

## we, us and our

means Swann Insurance a business division of IAG New Zealand Limited.

## you and your

means the insured person(s) named in the **Policy Schedule**.

## PERIOD OF COVER

### Cover will commence the later of:

1. The date shown on **your policy schedule**. Please note that no claims can be made under the Policy occurring within 30 days of this date;
2. The date that any part of the **manufacturer's vehicle warranty** expires.

### The Policy Will Cease:

1. At 4 p.m. on the date that the **term in months** has elapsed from the later of:
  - a) the date the cover commences;
  - b) the date the **manufacturer's vehicle warranty** completely expires
2. If any of the events set out in section B, page 5 occurs. or
3. When the **vehicle** has travelled a total distance of 200,000 kilometres since new.

### What is covered?

If **your vehicle** suffers a **mechanical failure** of a **covered component** during the period of cover and **you** have complied with the terms and conditions of the **policy**, **we** will pay reasonable costs of having the **mechanical failure** repaired by an **authorised repair facility**.

The most **we** will pay in relation to any one **mechanical failure** is determined by the kilometres the Vehicle has travelled as at the date of that **mechanical failure**.

Where **we** believe it is uneconomical to repair the vehicle, **we** reserve the right to pay **you** a sum of money instead of paying for the carrying out of repairs.

These limits are as follows:

Kilometers at date of mechanical failure	Maximum claim amount
Non European Vehicles Less than 150,000km	Current market value of vehicle
European Vehicles Less than 150,000km	\$5000 (incl GST)
Non European Vehicles 150,000km or greater	\$4000 (incl GST)
European Vehicles 150,000km or greater	\$3500 (incl GST)

## EXCESS

The excess shown in the **policy schedule** will be deducted from each unrelated **mechanical failure**.

If **your vehicle** is repaired **you** must pay the excess to the **authorised repair facility** when **you** collect **your vehicle**.

## CONTRIBUTION

**You** may also be asked to contribute towards the repair costs if the type of repair being performed will restore the **vehicle** to a better condition than that prior to the **mechanical failure**.

## ADDITIONAL BENEFITS

If the **vehicle** suffers a **mechanical failure** during the period of cover, **we** will also provide the following benefits:

### 1. Quality Guarantee

All repairs to **covered components** authorised by **us** prior to the commencement of repairs will be covered by this Policy for the remaining period of cover.

### 2. Consumable Items

Any items that require periodic replacement as part of normal vehicle maintenance are not covered by this Policy (refer 'What Is Not Covered' p8.) **we** will, however, pay to replace such items if they are required in relation to a **mechanical failure**.

## WHAT IS NOT COVERED?

### A. This Policy Does Not Cover:

1. Any **mechanical failure** or costs covered by any other warranty or entitlement including any manufacturer or dealer warranty and or repairer's guarantee.
2. Any **mechanical failure** attributable to **your** failure to comply with the **vehicle** servicing requirements.
3. Any repairs required arising from defects which were in existence at the commencement of cover.
4. Any repairs required as a result of continued operation of the **vehicle** once a defect or fault has occurred (including loss of lubricants and coolant).
5. Any vehicle not imported by the Manufacturer or their New Zealand distributor where the **mechanical failure** was caused by detonation and/or failure caused by poor quality fuel or incorrect grade of fuel. This includes damage caused by Bio-Fuels, lead replacement fuel and/or Diesel Engine low sulphur fuel.
6. Damage attributable to impact or road traffic accident.
7. Any consequential loss, damage or liability incurred as a result of a **mechanical failure** (including personal liability).
8. Any claims where **we** have not been contacted prior to the commencement of repairs or repairs where **we** have not issued a work authorisation number.
9. Any claim where the **mechanical failure** has been caused by abuse, misuse, negligence, and/or lack of normal maintenance, improper servicing, and/or any failure caused by the incorrect grade, the contamination of and/or the failure to maintain proper levels of any fluids or lubricants.
10. Any claim attributable to failure to follow the **vehicle** manufacturer's operating guidelines or **mechanical failure** attributable to exceeding the manufacturer's operating limitations.

11. Any **mechanical failure** that can be attributed to the **vehicle** being fitted with an LPG/LNG/CNG unit other than a unit supplied, fitted or endorsed by the **vehicle** manufacturer.
12. Any claims where the repair has been performed by other than an **authorised repair facility**.
13. Any items that require periodic replacement as a part of normal **vehicle** maintenance. These items include (but are not limited to); spark plugs and leads, glow plugs, belts, filters, hoses, brake pads, disc rotors, friction materials, batteries and globes.
14. Tyres, paint work, panel or body work and their components including hinges and handles, components made of glass, trim, upholstery or decorative components.
15. Any maintenance, adjustments, upgrade, modification, and/or re-programming required to any **covered component**.
16. Exhaust system components subject to periodical replacement including: mufflers, pipes and catalytic converters.
17. Shock absorbers and the hydraulic portion of struts, where the failure relates to fluid leakage and/all internal or external seal failure.
18. Any claim relating to the excessive use and/or burning of oil where no **mechanical failure** has occurred and the condition relates to **normal wear**.
19. The cleaning of any component, including the removal of any carbon or sludge:
  - (i) Except where the contamination is directly caused by the **mechanical failure**.
  - (ii) Unless authorised by the claims control centre having regard to the repair being performed.
20. Failure caused by corrosion, electrolysis or rust.
21. Any tappings, threads and/or fixing and fastening devices.
22. Diagnostic costs, unless accepted as part of an authorised claim.
23. Audio equipment.
24. Any costs associated with locating, importing or transporting any parts required in conjunction with any repairs, where such parts are not available within New Zealand.

Furthermore, if any parts are unavailable within New Zealand then the costs payable under this contract will be the lesser of;

  - (i) The manufacturer's most recent New Zealand list price.
  - (ii) The list price of the closest equivalent part available in New Zealand; or
  - (iii) The cost of having a new part made in New Zealand.

**You** may have the right to claim this cost from the manufacturer or importer of the vehicle if the Consumer Guarantees Act applies to **your** purchase of the **vehicle**.
25. Any costs for repairs due to a recall by the **vehicle** manufacturer and/or rectifying any failure of or defect in design or specification of a component.
26. Any costs arising from, or for repairs for rectifying, defective or faulty repair or workmanship.
27. Any claim which is fraudulent.

## B. This Policy Will Cease to Operate and No Claims Will Be Accepted Where the Vehicle:

1. Has been modified from the manufacturer's original specifications after the date **you** signed the declaration on the application form for this Policy, unless **you** have notified **us** before the modification was made and **we** have agreed in writing.
2. Is being or has been used or tested in preparation for or participation in any form of motor sport.
3. Is being used for the purpose of driver instruction or tuition for reward, or the conveyance of passengers for hire or reward (this includes car rental).
4. Is being used as a Police or other emergency vehicle.
5. Is being used outside New Zealand.
6. Is unroadworthy or unregistered.
7. Is being used for a purpose for which it was not designed.
8. Has not been serviced in accordance with the service requirements detailed under 'Vehicle Servicing' on page 10 of this booklet.
9. Odometer reading cannot be determined as accurate by virtue of it having been inoperative, tampered with or removed from the **vehicle**.
10. Is being used for courier purposes.

### VEHICLE SERVICING

It is a condition of this policy that **you** have the **vehicle** properly, regularly and punctually serviced.

Petrol **vehicles** covered by this Policy must be serviced at least every 10,000 km or 12 months, whichever comes first, from the Policy commencement date unless otherwise specified by the manufacturer.

Petrol turbo and diesel **vehicles** covered by this Policy must have an engine oil and oil filter change every 5,000 km or 6 months, whichever comes first, from the Policy commencement date. A full service is required every 10,000 km or 12 months, whichever comes first, from the Policy commencement date unless otherwise specified by the manufacturer.

All **vehicle** servicing must be carried out by an **authorised service facility**. As part of the standard service the following must be checked and attended to as required.

- Check all fluid levels and condition.
- Check air cleaner.
- Check all belts, replace if necessary. Please note cambelts must be replaced every five years or 100,000 km (whichever occurs first) unless otherwise specified by the **vehicle manufacturer**.
- Check cooling system including inhibitor and hoses.
- Check turbo oil feed.
- Check automatic transmission oil.
- Check Warrant of Fitness.
- Check CV joints and boots.
- Check braking system including brake fluid condition.
- Check steering and suspension systems.

The cost of servicing is at **your** expense.

Once a service has been completed **you** must make sure that the **authorised service facility** completes and stamps the Service Coupons, that **we** have provided on page 7, at the time of the service.

This information will be required in the event of a claim.

### TRANSFERABILITY

At **our** sole discretion **we** may permit transfer to a new owner if **you** sell the **vehicle**.

Transfer will not be accepted if the **vehicle** is sold to or through a motor dealer or trader.

To request a transfer please contact us for a Transfer of Ownership Request Form. Once you have completed this form send it to Swann Insurance, accompanied by:

- a) a copy of a current or new Warrant of Fitness/vehicle inspection report;
- b) a copy of the receipt of vehicle purchase;
- c) a copy of the vehicle service records and the transfer fee of \$60 (including GST).

Both **you** and the person **you** wish to transfer the Policy to must sign the Transfer of Ownership Request Form. **We** will not refund to **you** any prepaid premium. It is up to **you** to arrange any payment adjustment with the new owner.

### CANCELLATION OF THIS POLICY

**You** can only cancel this Policy within thirty (30) days from the date **you** signed the Proposal. **You** must advise **us** in writing and have made no claims on the Policy. The **Policy Schedule** must be returned to us before any refund of premium will be made.

**We** can cancel this Policy by giving seven days written notice to **you** at **your** last known address, and any premium refund will be made on a pro-rata basis.

### MAKING A CLAIM

#### To Make a Claim On This Policy You Must Take These Steps:

1. Take the **vehicle** to an **authorised repair facility**. **You** are responsible for the cost of transporting the **vehicle** to the Authorised Repairer unless Roadside Assistance towing applies (see Page 1). **You** must give First Assistance **your** contact details and this policy number.
2. Give details of this Policy to the Authorised Repairer when **you** have delivered the **vehicle**, and ask the Repairer to lodge a claim on **your** behalf.

If **your** claim is accepted, **we** will authorise repairs and issue the **authorised repair facility** with a repair authorisation number.

If **you** have any difficulties, contact the Swann Insurance National Claims Control centre on 0800 807 926. **We** will contact the **authorised repair facility**.

**You** are responsible for making sure that the **authorised repair facility** contacts **us** before repairs begin.

In some instances **we** will require **you** to complete a claim form and **we** may also require other documentation such as proof of servicing, invoices etc.

**We** will ask for this documentation if required.

Sometimes **we** may also need **you** to authorise certain work with the **authorised repair facility** since **we** may not be able to ascertain whether the failure is covered by this Policy without dismantling the **vehicle**.

Where this is the case **We** or the **authorised repair facility** will request **your** authority before commencing any work on the Vehicle.

Any parts which are removed from the **vehicle** during repairs become **our** property.

If **you** need to contact the National Claims Control Centre the address and telephone details are as follows:

**The National Claims Control Centre Swann Insurance**  
**P.o. Box 68 - 200, Newton Auckland, New Zealand**  
**TeLePhone 0800 807 926 - during business hours**

### Claim Recovery

If **you** make a claim on this Policy for an incident where **we** believe costs could be recovered from another party, **we** reserve the right to take action to recover money paid by **us**.

When **we** do this **we** may need to take such action in **your** name, and therefore **you** must co-operate with **us** and give **us** any information **we** may require. **We** will pay for any legal expenses.

Any displaced parts become the property of the warranty underwriter.

### How To Contact Us

For any enquiry you have regarding this insurance please contact Swann Insurance, or the dealer who sold **you** the policy.

**Swann Insurance**  
**A business division of IAG New Zealand Limited**  
**PO Box 68-200 Newton Auckland**  
**Freephone 0800 807 926 Fax (09) 302 0805**

### Claims Paying Ability Rating

Swann Insurance a business division of IAG New Zealand Limited that received a Standard and Poor's (Australia) Pty Limited rating of AA- "Very Strong" on 3 November 2009.

This means IAG New Zealand Limited has a "Very Strong" claim paying ability, as you can see from the scale below. As a customer, this is important to you, as it is your reassurance that we will be able to pay out on your claims now and in the future.

The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak
AA	Very Strong	BB	Marginal	CC	Extremely Weak
A	Strong	B	Weak		

The ratings from "AA" to "B" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

If you would like further information, a detailed pamphlet is available from the Insurance Council of New Zealand Inc, entitled "A Guide to the Insurance Companies (Ratings & Inspections) Act 1994".

# Service Coupons

## 1st Service

Date of Service    km at service    Vehicle Registration No.  
/   /     kms

Dealer Stamp

## 2nd Service

Date of Service    km at service    Vehicle Registration No.  
/   /     kms

Dealer Stamp

## 3rd Service

Date of Service    km at service    Vehicle Registration No.  
/   /     kms

Dealer Stamp

## 4th Service

Date of Service    km at service    Vehicle Registration No.  
/   /     kms

Dealer Stamp

## 5th Service

Date of Service    km at service    Vehicle Registration No.  
/   /     kms

Dealer Stamp

## 6th Service

Date of Service    km at service    Vehicle Registration No.  
/   /     kms

Dealer Stamp

## 7th Service

Date of Service    km at service    Vehicle Registration No.  
/   /     kms

Dealer Stamp

## 8th Service

Date of Service    km at service    Vehicle Registration No.  
/   /     kms

Dealer Stamp