

Summary of Consumers' Rights and Remedies under the Consumer Guarantees Act (CGA)

The CGA provides consumers with a number of guarantees. The principal guarantee is that the goods must be of acceptable quality, which generally means that they are fit for the purpose for which they are commonly supplied, subject to the price paid and existing defects at the time of supply disclosed in writing.

It can also mean acceptable in appearance and finish, free from minor defects, safe and durable. Guarantees also arise if you have relied on the Motor Vehicle Dealer fulfilling a particular purpose that **you** told the Motor Vehicle Dealer **you** wanted the goods for and **you** relied on the Motor Vehicle Dealer's expertise or the Motor Vehicle Dealer represented that the goods were suitable for a particular purpose. If **you** brought the goods by description or sample, there is a guarantee that the goods will comply with that description or be similar to that sample.

If there is a failure of any of those guarantees, then **you** can require the Motor Vehicle Dealer to remedy those failures within a reasonable time. If the Motor Vehicle Dealer fails to remedy within a reasonable time, **you** can have the remedy carried out somewhere and claim the cost from the Motor Vehicle Dealer.

Sometimes the failure might be of a substantial character (that is a reasonable consumer knowing of the defects wouldn't have acquired the goods, or they vary from their description or the sample in a significant respect, or the goods are substantially unfit for the purpose made known to the Motor Vehicle Dealer and cannot be remedied within a reasonable time or are unsafe) then **you** can reject the goods and require a refund or replacement.

However, **you** can lose the right to reject the goods if **you** wait beyond the time at which the defect would reasonably become apparent or if **you** dispose of the goods or if they are damaged (but not because of some defect) after delivery to **you**. This is a brief summary only of **your** rights and remedies and if in any doubt, **you** should seek legal advice. The benefits of this policy are in addition to **your** rights under the CGA.

Comparison Chart

Comparison Chart		
The following is a summarised comparison between the cover (guarantees) by the Consumers Guarantees Act (CGA) and the cover provided by the Mechanical Breakdown Insurance (MBI)		
Risk to Consumer	CGA Response	MBI Response
Wear and Tear of Vehicle	No Cover (providing the vehicle is of acceptable quality)	Cover subject to policy conditions
Motor Vehicle Dealer no longer in business	Cover in very limited circumstances	Cover subject to policy conditions
kms limit or age of motor vehicle	What a reasonable consumer would expect.	A policy must start prior to 250,000kms and/or 19 years from the cars manufacture.
Fault or Failure of Vehicle	Dependent on specific circumstances- discuss with the dealer.	Subject to policy terms and conditions
Dispute Resolution	Disputes Tribunal or Court	Internal Disputes Resolution Team or compliant procedure with access to IFSO (free service)
Out of Town breakdown	Dependent on specific circumstances – discuss with dealer.	Free 24-hour helpline. Referred and or towed to an MTA approved repairer. If repair is more than 24 hours - accommodation costs, rental car costs, return home costs, vehicle repatriation costs. Subject to policy conditions.
Flat battery, Locked out of car, Lost keys, Flat Tyre, Out of Fuel	No Cover	Cover subject to Policy Terms and Conditions.
How do you know what your rights are	Consumer websites and/or review the CGA	Plain English wording, Friendly claims service.
Contact details: (Postal) PO Box 68 548, Victoria Street West, Auckland 1142; (Physical) Level 4, 445 Karangahape Road, Newton, Auckland; (Phone) 0800 288654; (email) claims@autolife.co.nz		
Your rights of cancellation: - You may cancel this policy by giving notice in writing to Beneficial Insurance Limited at the contact details set out above within 5 business days from the date of the agreement. Full details are in the policy document.		

Policy Terms and Conditions - Autolife Mechanical Breakdown Insurance Policy (Autolife Standard Vehicle, Autolife Plus Standard Vehicles, Autolife Plus Special Vehicles & Autolife Green Hybrid & EV.

Your Cover

You vehicle is covered for the reasonable cost of repairing or replacing the actual breakdown of mechanical components due to a sudden and unforeseen event during normal use. We agree to insure **you** subject to the terms, conditions & exclusions contained in the policy during the Period of Insurance (shown on the Policy Schedule) for which **you** have paid the premium. For any **Roadside Assistance** needs, please phone **0800 288 654**.

Cooling-off Period

You can cancel this Policy within 5 business days after the date **you** purchased the Policy by giving us notice of cancellation. In addition, if we have failed to comply with our disclosure requirements relating to this Policy, **you** may cancel at any time. In any case where **you** are entitled to cancel this Policy, **you** can give us notice of cancellation in writing by telephone, post or email. Upon receipt within the 5-business-day cooling-off period, we will provide **you** with a full refund of the premium you have paid.

What is Mechanical Breakdown Insurance?

Mechanical Breakdown Insurance (MBI), is a Policy to assist **You** with paying for the reasonable cost of repairs to your car in the event of an unforeseen mechanical or electrical failure to the maximum value of the policy which **you** have chosen.

This policy has been written so that **you** can understand what is covered, what **your** obligations are, and the procedure to be followed if a breakdown occurs. We would ask that **you** read this document carefully and contact us if **you** have any questions.

Beneficial Insurance Limited (Company) will pay the insured. Subject to the exclusions, terms and conditions mentioned in the Policy. The Benefits up to the Maximum Cover if an Insured event occurs during the Period of Cover.

Please note this is not a vehicle maintenance warranty.

Servicing Requirements

The vehicle must be regularly serviced. The servicing requirements are;

1st Service must be completed within **5,000kms**, from the date of purchase or the commencement date of **your** policy or **3 months**, whichever is sooner.

All subsequent services must be completed **yearly** or every **10,000kms** whichever is sooner.

All services must be completed by an MTA Authorised Service Centre or other repair workshop approved by Autolife; the vehicle at all times must have a current registration & warrant of fitness as well as being insured.

- Important note: if **you** have not completed the required services for **your** vehicle within the time frames specified above, this will invalidate **your** policy.
- All receipts and documentation of the services must be kept and will be required to be provided in the event of any claim.

Period of Cover

- a) The cover is for a term that **you** have selected, ranging from 12 months to 36 months in length, the policy length is determined by the age of the car is no more than 19 years or the number of kilometres the car has travelled, which is no more than 250,000 before the start date of this policy.
- b) There is an initial 21-day stand-down period, during which no claims will be able to be made. Any fault arising during the stand-down period, and any directly related failure, will be excluded from cover for the duration of the Policy.
- c) The cover is for the term specified in **your** Policy Schedule. We agree that **you** may pay **your** premium on an instalment basis, which can be paid weekly, fortnightly, monthly, or yearly.

- d) The Company reserves the right to terminate this Policy by advising **you** in writing upon 21 days' notice. Where the Company terminates the Policy, it will refund any unused Premium for the remaining term of the Policy, if any.
- e) **You** may cancel this Policy at any time. Where cancellation occurs:
- the full premium remains payable unless otherwise agreed by the Company; and
 - any claim paid may be deducted from any refund otherwise due; and
 - where the vehicle is sold, cancellation may occur from the date of sale, subject to Company approval.
- The Company will act reasonably in considering any request to cancel or amend the Policy

Benefits

- **24/7 Nationwide Roadside Assistance**
- **15 years cover on Lithium-ion EV batteries**
- **Away from home package if your car breaks down**
- **Reimbursement of Warrant of Fitness costs for the life of the policy.**
- **No additional premium loadings or exclusions if your car is being used as an Uber or Taxi**
- **6 Free Tows per year**

Roadside Assistance 24 hours a day / 365 days per year

The Roadside Assistance breakdown service provides the following benefits –

- i) Towing- if the vehicle is unable to be driven, we may arrange for it to be towed to the nearest Approved MTA repairer's repair facility, or other repair workshop approved by Autolife. Towing any further distance will be paid for by **you**.
- ii) Flat Battery: - Assistance will be sent out to help restart **your** battery. If the existing battery no longer functions adequately and a new battery is required, **you** will need to pay the cost of the new battery and the removal of the existing one.
- iii) Lockout Service: - We will arrange for a person to assist **you** in obtaining access to your vehicle, should **you** accidentally lock yourself out. This will not apply if **you** lose **your** keys at your normal place of residence or work.
- iv) Change of flat tyres: - We will arrange for a support person to assist **you** in changing a flat tyre. If no roadworthy tyres are available at the time, the vehicle will be towed to the nearest facility at **your** cost.
- v) Out of fuel: - If **your** vehicle runs out of fuel, we will arrange for fuel to be delivered to **you** at the site of the breakdown at your cost.

If the vehicle suffers a mechanical breakdown during the period of cover, the following benefits are provided once the claim has been approved by Autolife.

Car Rental Option

This option is only available if you do not choose the away-from-home package.

Payment of reasonable costs (including GST) incurred by **you** to hire a substitute vehicle (similar in all material respects to the Vehicle) for **your** usual transport requirements while **your** vehicle is being recovered, repaired, or having parts replaced, for up to 5 days to a maximum claim value of \$500.00.

Away from Home Package

In the unfortunate event of a mechanical breakdown, in where the vehicle is out of action for more than 24 hours and the breakdown happens more than 100 kilometers from **your** usual place of residence, and if **you don't** select the vehicle hire option, **you** will be entitled to select from one of the options below after approval from Beneficial Insurance Limited – Autolife to;

1. The costs of overnight accommodation of up to 5 nights with a claim limit of \$500.00 per annum **or**;
2. The costs of moving the Vehicle to your usual place of residence or another location specified by you to a maximum value of \$250.00

Changing your Plan

You can, at the time of renewal, apply in writing to increase or decrease the Benefits of the Policy by upgrading or downgrading the Plan. Any such increase or decrease will only be effective if approved by the Company in writing.

Renewal of Cover

- a) The Policy will be automatically renewed for 12 months from the date of Renewal. **You** will have a period of 5 business days to request in writing that **you** wish to cancel the Policy.
- b) A renewal advice will be sent to **your** last known email address before the Renewal Date, including an updated Policy Schedule (Updated Schedule) and Policy Wording. The renewal of any policy is at the sole discretion of the Company.
- c) Any adjustments to the Premium, Details of Cover or Terms of Cover will be advised to **you** on the Updated Schedule and Policy Wording.
- d) **You** are responsible for ensuring that all Policy details and contact details are correct, including details relating to **you** and **your** driving record.
- e) Payment of the Premium due for the Renewal and outlined on the Updated Schedule is payable by **your** existing method of payment and frequency, as set out in the Policy, unless we agree before the Renewal Date.
- f) Until further notice, **you** grant the Company authority to continue any existing Payment Authority given by you to the Company and **your** Bank concerning premium payments.

This Authority includes any Direct Debit Authority, Automatic Payment Authority, or Credit / Debit Card Details where **you** have authorised the Company to debit a nominated bank account and/ or credit/ debit card for the Premium payments due under the Policy or Renewal.

Conditions

The obligations of the company and payment of any Benefit under the Policy are conditional upon:

- a) **You** have paid to the Company the Premium on or before the due date for payment. If a Premium payment is not paid by the due date, the policy will lapse 7 days after the due date. No Benefits will be paid if a claim is received after a Policy has lapsed. In the event that the Policy lapses, **you**, the Insured, can apply to have the Policy reinstated, subject to the Company's discretion, which could include proof of your driving history, new terms and conditions, new exclusions being imposed, and no claim being assessed or paid for the period that the Policy was lapsed.
- b) **You** will need to pay the policy excess, which you have chosen, to the Approved Repairer.
- c) The Maximum Claim Limit, which **you** have chosen, is not exceeded.
- d) The Maximum Cover, which **you** have chosen not being exceeded
- e) The Vehicle not being a Non-Qualifying Vehicle (unless approved by Autolife)
- f) **You** ensure that **you** fully disclose all Material information at the time of making the initial application, at the time of the policy renewal or at any time during the Policy term if a Material event or information relating to such events arises. In the event it is found that any information has been withheld, the Company has the right to deem the Policy void and not meet any lodged claims.
- g) None of the exclusions listed in the Exclusions section below is applicable.
- h) Any work covered by a Benefit being undertaken by an Approved Repairer.
- i) The Vehicle:
 - i. The 1st service must be completed within 5,000km or 3 months (whichever comes sooner) following the Start Date of **your** Policy and thereafter a yearly service or every 10,000km, whichever comes sooner by an MTA Authorised Service Centre or other repair workshop approved by Autolife.
 - ii. At all times, **your** car must have a current Warrant of Fitness and Registration.
- j) **You** must advise the Company of any changes to the Vehicle, including make, model, year, registration number and odometer reading.
- k) In the event that a claim or information provided to the Company is fraudulent, dishonest, misleading or untrue, this Policy will be cancelled and **you** forfeit entitlements to all Benefits which would otherwise have been payable under **your** Policy. The Company reserves the right to claim Premiums paid to cover the Company's costs.
- l) **Your** Policy will need to continue for the full Policy Term once a claim has been paid.

Exclusions

The obligations of the Company and payment of any Benefit will not apply if a claim arises due to or occurs as a result of;

- a) any repair or replacement which the Company has not previously authorised in writing.

- b) routine maintenance, servicing, parts replacement and repairs.
- c) any repair covered by any other insurance policy, warranty or guarantee.
- d) the vehicle being used for any business purposes, hire or reward unless approved by Autolife (including, without limitation, as a taxi service, driving school or for commercial delivery).
- e) the weight of the vehicle at any time exceeding 3,500kg.
- f) the vehicle is in any way modified from its manufacturer's standard specifications unless such modifications have been approved by the Company in writing beforehand.
- g) any replacement or repair covered by a Vehicle manufacturer's warranty or recall.
- h) any vehicle for which the vehicle manufacturer does provide a warranty.
- i) use of the vehicle for any competitive or sporting purpose, whether legal, sanctioned or otherwise, including (without limitation) road racing, rallying, drag racing, circuit racing, or an unauthorised exhibition of speed or acceleration (also known as boy racing).
- j) any vehicle involvement in an accident.
- k) any damage occurring or arising as a result of the application of force, weather, intrusion of water, fire, or natural disaster. Infestation by insects or rodents, rock slides, stone strike, corrosion, rust or natural deterioration of any materials used in the manufacture of the Vehicle (including perishing)
- l) any fault of repair which existed at the Commencement Date or Renewal Date, as applicable.
- m) any repair or replacement of any parts that are worn or any damage, fault, or repair caused by worn-out parts.
- n) any repairs arising as a result of careless, reckless or negligent driving or willful damage.
- o) any replacement or repair to batteries, except electrical batteries, to exhaust systems, chassis, tyres, the cosmetic appearance of the Vehicle (including paint and finishing), glass, struts, shock absorbers, seat movement mechanisms, brake shoe linings, disk pads, other items requiring regular servicing, air bags and air suspension systems, clutch, sunroofs, global positioning systems, fuel tanks, remote controls, trim, upholstery, communication systems, programming or reprogramming of the infotainment systems, catalytic converters, mountings, lights, blubs, keys, sparks plugs, seals, gaskets, bearings, oils and filters, all hoses, fluids including incorrect fueling and consumables used in connection with the Vehicle.
- p) any items requiring regular servicing and repairs during routine maintenance and tuning, including Warrant of Fitness and Certificate of Fitness.
- q) cam belts and any belts or chains, exhaust systems, chassis components, shock absorbers, airbags, and air suspension systems, clutch, and all associated components.
- r) any repairs that are either caused by, or are a result of, the owner not following the recommended servicing guidelines of the vehicle manufacturer in relation to any vehicle part.
- s) Lithium-ion battery replacement due to the reduced life-cycle. The Lithium-ion battery is only covered for sudden and unforeseen failure.
- t) Any loss or damage or legal liability whatsoever directly or indirectly caused by or arising from;
 - i. any occurrence consequent upon war and related risks, fire, earthquake, volcanic activity, tsunami or another seismic event.
 - ii. War, invasion, acts of a foreign enemy, terrorism or hostilities (whether war is declared or not). Revolution, insurrection, military or usurped power, confiscation, nationalism, requisition, destruction or damage to property by or under the order of any government, public or local authority.
- u) Any faults which occur during the 21-day stand-down period.
- v) Any cars that have been previously written off in New Zealand or any other country, even if they have been recertified in New Zealand to be roadworthy.

Claims Process

To make a claim for reimbursement of a Benefit covered under the Policy (subject to the Terms and Conditions, Exclusions contained in your Policy Schedule) **You** will need to contact the Company via email claims@autolife.co.nz. and a claim form will be emailed to you. A claim form can also be downloaded directly from our website, www.autolife/claims.co.nz. Or you can contact Autolife on 0800-288-654 and a claim form will be sent to you.

It is important to note that any unpaid Annual Premiums will be deducted from any approved claim payment (including any Annual Premium amount outstanding of policies that are being paid via agreed instalments).

In order for the Company to assess **your** claim, we will require a duly completed claim form, as well as copies of all relevant supporting documents

You will be required to provide at your own expense all relevant information as requested by the Company. For us to assess the claim and to make a decision, in particular **you** will be required to provide an up-to-date odometer reading

together with the vehicle servicing history, along with details of any changes to the Vehicle, since the Commencement or Renewal date or your last advice as appropriate.

You, will then need to drive the Vehicle to an MTA-approved repairer. If the Vehicle requires towing due to the nature of the event, it will be at your cost (unless this is covered by **your** Policy).

The approved MTA repairer will provide an initial assessment of the work required, and the reason if it is able to be determined of the cause. The Company will then be able to make an initial assessment to see if the work is required and the reason for the fault falls within the Policy Terms & Conditions, Exclusions.

If **you** are unsure whether or not the work is covered under **your** policy, please feel free to contact the Company at any time.

The approved MTA repairer must contact the Company and advise of the work required to repair the Vehicle before any work commences. The company will need to provide approval for any and all work to be completed.

Once the company is satisfied that the advised work is covered by **your** Policy, we will advise the Approved MTA Repairer to proceed with the work. The Approved MTA Repairer may, if they see fit, use reconditioned or used, as well as new parts.

In the event that **you** are covered with another insurance provider or manufactures warrantee addition to this Policy Cover, the cover provided under this Policy will be excluded. In the event there is a disagreement between the Company and **you** regarding the claim, the claim may be referred to an independent adjudicator as agreed by both parties, who will act as an arbitrator.

The cost for this arbitration will be at the expense of the party who is found to be at fault. For each unrelated breakdown, the excess amount shown on **your** policy schedule will be deducted from the amount of the claim.

Any payment of monies for the repair of this Vehicle by the Company will only be paid directly to the approved MTA Repairer once the work has been completed and the vehicle is then roadworthy.

Servicing

You are required to keep **your** vehicle serviced as per the terms listed below, by an MTA-approved repairer or other repair workshop approved by Autolife to ensure the cover under this policy remains in place.

The following items must be checked and attended to, as per **your** schedule outlined under 'Conditions i'

- Engine, oil and oil filter, all fluid levels, air filter, all belts replaced as necessary (not cambelts which must be replaced as specified by the vehicle manufacturer), cooling systems including inhibitor and hoses, turbo oil feed, automatic transmission, braking system including brake fluid, air conditioning, steering and suspension systems.

The cost of servicing is at **your** expense; **you** are required to keep all servicing invoices and receipts, as we will require them when assessing a claim.

Specific Electric and Hybrid Vehicle Conditions

Cover

Autolife will contribute towards the repair or replacement of factory-fitted lithium-ion batteries **where failure is sudden and unforeseen.**

Autolife will contribute towards the repair or replacement of factory-fitted, lithium-ion batteries as follows:

- Up to 2 years from Year of Manufacture - \$6,000
- Up to 4 years from Year of Manufacture - \$5,000
- Up to 6 years from Year of Manufacture - \$4,000
- Up to 8 years from Year of Manufacture - \$3,500
- Up to 10 years from Year of Manufacture - \$3,000
- 11 to 15 years from Year of Manufacture - \$2,500

Exclusions to the lithium-ion battery cover

- a) Any damage related to charging the lithium-ion battery caused by incorrect charging or when the manufacturer's recommendations are not followed.
- b) Lithium-ion battery replacement due to reduced life cycle or end of useful life.

Definitions

Approved Repairer(s) means an authorised MTA Repair or other repair workshop approved by Autolife.

Benefit(s) means a benefit provided under your Policy.

Commencement Date means the date set out in the Policy Schedule.

Company, us, or we means Beneficial Insurance Limited or its division, Autolife.

Excess means the amount set out in the Appendix unless such other amount is specified in your Policy Schedule.

Full Premium Due means the Premium due on a Policy for any given year determined by the Company, excluding any Premium discounts applied (if any)

GST means goods and services tax payable under the Goods and Services Tax Act 1985.

Insured or you means the person(s) referred to in the Policy Schedule.

Insured Event means the sudden or unexpected mechanical failure of the Vehicle, and for Roadside Assistance, includes **you**, the insured, losing access to **your** vehicle.

Material means any information that would have influenced the judgment of a prudent provider in fixing the premium or in determining that we/you would have taken or continued the risk upon substantially the same terms.

Maximum Claim Limit means the maximum amount of cover under the policy which **you** have chosen, as set out in the Policy Wording, unless such other amounts are specified in your Policy Schedule.

Maximum Cover means the amount specified in the Policy Schedule.

Non- Qualifying Vehicles means the following types of vehicles - Alfa Romeo, Aston Martin, Audi RS, R8 A8, S8, Austin, Bentley, BMW, M3, M5, M6, 7 Series, Caterham, Daimler, Dodge Viper, Ferrari, FPV, Honda, NSX, HSV, Jensen, Lada, Lamborghini, Lancia, Lotus, Maserati, Mayback, Mazda RX8, Mazda Diesel, CX5, CX7, CX9, McLaren, Morgan, Nissan GTR, Rolls Royce, TVR, Tesla, Rotary powered vehicles.

Period of Cover means the period referred to in the Policy Schedule, from the Commencement Date to the Renewal Date.

Policy means the Policy Schedule & Policy Wording.

Policy Schedule means the schedule the Company issues to you, the insured, outlining the full details of cover provided under the Policy & the Policy Wording.

Premium(s) means the amount set out in the Policy Schedule for you to pay.

Renewal Date means that date referred to in the Policy Schedule.

Stand down Period- means 21 days following the Start Date during which the Company will not recognise a claimable event occurring during that period.

Start Date means the date set out in the Policy Schedule.

Vehicle means the Motor Vehicle ordinarily driven by you, which is insured under this Policy.

Regulatory Information and Financial Strength Rating

Beneficial Insurance Limited is **licensed to carry on insurance business in New Zealand** under the Insurance (Prudential Supervision) Act 2010. This means we meet the regulatory requirements set by the Reserve Bank of New Zealand for insurers, giving you confidence that we are a legitimate and supervised insurance provider in NZ.

All licensed insurers are required to have a financial strength rating (FSR) from a rating agency authorised by the Reserve Bank of New Zealand. Beneficial Insurance Limited has been rated B++ Outlook Stable by AM Best Company. The AM Best Company FSR scale is as follows:

Secure: A++, A+ (Superior), A, A- (Excellent), B++, B+ (Good)

Vulnerable: B, B- (Fair), C++, C+ (Marginal), C, C- (Weak), D (Poor), E (Under Regulatory Supervision)