



This Policy is provided to you by
Provident Insurance Corporation Limited,
Crown Centre, Ground Floor, 67 Hurstmere Rd,
Takapuna, Auckland 0622, New Zealand.
Email: info@providentinsurance.co.nz
Phone: 0800 676 864

BMW & MINI MECHANICAL BREAKDOWN INSURANCE

**BMW
GROUP**
Financial Services





This booklet contains the terms of your BMW and Mini Mechanical Breakdown Insurance. Your Policy consists of your Registration Certificate, this Policy booklet, the information you provided when you applied for this insurance, and any changes we may agree with you in writing.

Some of the words used in this Policy booklet have a special meaning. A list of these words is provided in the “Definitions” section of this Policy booklet.

Your rights under the Consumer Guarantees Act

The Consumer Guarantees Act 1993 sets minimum standards guarantees for goods/products and services bought for personal use. It provides that products sold to consumers come with a guarantee of “acceptable quality”, which means that the products must:

- be fit for their purpose (do all the normal things that people would expect them to do);
- be durable for as long as most people would expect them to last;
- be free from minor and major faults; and
- do what you the consumer have been told they do.

The test for deciding whether your Vehicle is of “acceptable quality” will depend on a number of things including its age and distance travelled and the price you paid for it.

If you as a consumer have a serious problem with a product, you have the choice between a refund, replacement, repair, or compensation from the business that sold you the product, as long as you comply with certain requirements. If you have a problem with a product that is not serious, the business that sold you the product can choose to refund, repair or replace it with products of identical type, as long as you comply with certain requirements. If you would like more information on your rights and remedies under the Consumer Guarantees Act, please refer to the Commerce Commission's fact sheet on extended warranties available at: <http://www.comcom.govt.nz/fair-trading/changes-to-the-fair-trading-act/fact-sheets/extended-warranties/>.

This Policy is designed to provide you with certainty by helping pay the costs of unforeseen mechanical breakdowns, and to reduce inconvenience to you by getting you and your vehicle back on the road as quickly as possible. This Policy does not affect or limit your rights under the Consumer Guarantees Act, but provides benefits over and above the Act's guarantees. In summary, subject to the terms of the Policy, these additional benefits include (but are not limited to):

- The Policy gives you the peace of mind of knowing exactly how long the cover applies, what benefits you are entitled to, and how to make your claim to ensure it can be settled promptly.
- If your Vehicle breaks down or suffers a fault, we are just one phone call away (24 hours a day, 7 days a week) to assess the problem and help you get back on the road quickly with the least inconvenience.
- No matter where you may break down, our nationwide network of specialist service and repair agents will be there to assist you, including towing your Vehicle to the nearest repair facility if it cannot be driven.
- You are also entitled to Roadside Assistance benefits (including flat tyre, flat battery, lost keys, and out of fuel assistance,) 24 hours a day, 7 days a week, if you have purchased this benefit as part of your Policy.
- Generous allowances for accommodation, car hire/transport costs or vehicle repatriation if you breakdown more than 120 km away from your usual address.

Cooling off period

You can cancel this Policy within five working days after the date on which you purchased the Policy by giving us notice of cancellation. In addition, if we have failed to comply with our disclosure requirements relating to extended warranty agreements under the Fair Trading Act 1986, 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 post or email, or in person by visiting our office. Upon cancellation within this five day cooling off period we will provide you with a full refund of the premium you have paid.





YOUR COVER

Once you have paid the premium amount due, this Policy covers your Vehicle for the Period of Cover on the following terms, subject to the exclusions and other terms of this Policy.

Mechanical Breakdown

This Policy covers your Vehicle for the reasonable costs of the repair or the replacement of components of your Vehicle required as a result of it suffering a sudden and unforeseen mechanical or electrical breakdown in New Zealand.

Special Allowances

If your Vehicle breaks down more than 120 kms away from the address set out in your Registration Certificate as a result of mechanical or electrical breakdown covered under this Policy, and your Vehicle is unable to be used for at least 24 hours due to the repair work required, we will reimburse you for **any one** of the following options:

- Your reasonable costs of hiring a rental car or taking another form of transport; or
- Your reasonable accommodation costs for you and your passengers; or
- Your reasonable costs of collecting your Vehicle following completion of the repairs.

The amount of reimbursement will be up to a limit of \$1000 for each unrelated claim.

These amounts are included within the claim limit specified in your Registration Certificate. To claim reimbursement, you will need to provide us with invoices and proof of payment.

Emergency Breakdown Assistance

Where we have approved your claim and your Vehicle is unable to be driven to an Authorised Repair Facility, we will reimburse you for the cost of towing your Vehicle to the nearest Authorised Repair Facility up to a maximum amount of \$200. To claim reimbursement, you will need to provide us with invoices and proof of payment.

EXCLUSIONS

These following exclusions apply to all sections of your Policy other than the Roadside Assistance cover which has its own set of exclusions.

Excluded Vehicles

The following vehicles are not covered under this Policy:

- Any of the following vehicles: Aston Martin, Bentley, Caterham, Dodge Viper, Ferrari, Honda NSX, Hummer, Jensen, Lamborghini, Lotus, Maserati, Maybach, Morgan, Nissan GTR R35, Rolls Royce, TVR, rotary vehicles or any Performance Modified Vehicle.
- Rental vehicles, courier vehicles, goods delivery vehicles, driver instruction/tuition vehicles or vehicles used as taxis or otherwise for carrying fare paying passengers.
- Electric vehicles
- Vehicles used at any time in racing competitions, time trials, rallies, off-road activities or any form of testing.
- Vehicles with a gross vehicle mass over 3,500 kgs.
- Vehicles situated outside of New Zealand.
- Emergency Vehicles.
- Motorcycles.
- Flood damaged vehicles (including vehicles that have been accidentally or intentionally immersed in water).

Excluded Components

The following components of your Vehicle are not covered:

- Trim, paint, upholstery, heated seats, communication systems, entertainment systems, remote controls, GPS or any cosmetic items.
- Batteries, tyres, exhaust, chassis, panels, manual clutch assembly and all associated components, flywheel, catalytic converters, DPF Filters, fuel tanks, bulbs, keys, air bag suspension, seating and seating mechanisms, brake pads, brake shoes and brake linings.
- Cambelt repair or replacement, and any damage resulting from a defective cambelt where the defective cambelt was not previously replaced in accordance with the manufacturer's recommendations.





General Exclusions

This insurance does not cover:

- Routine maintenance or servicing including but not limited to: warrant of fitness checks, maintenance and servicing that the manufacturer recommends carrying out at specified times or after a specified period of use, or any other routine maintenance required irrespective of whether there has been a mechanical or electrical breakdown of the Vehicle.
- Repairs or replacement of components required to vehicles that do not have a valid warrant of fitness at the time the claim is made, or vehicles that have not been serviced in accordance with the Servicing Requirements set out in this Policy.
- Any fault or defect identified in a recall by the vehicle's manufacturer, any design fault, or any fault or defect existing at the time the Vehicle or this Policy was purchased, and any damage resulting from those faults or defects.
- Repairs or replacement of components as a result of normal wear and tear.
- Repairs or replacement of components carried out without our prior authorisation.
- Repairs or replacement of components required as a result of wilful damage, or neglect or abuse of the Vehicle.
- Repairs or replacement of components required as a result of the failure to take reasonable care of the Vehicle, including following a mechanical or electrical breakdown.
- Repairs or replacement of components required as a result of the Vehicle being involved in an accident.
- Repairs or replacement of components required as a result of the use of incorrect fuel or fluids (including incorrect octane rated fuel or bio-fuel) outside of the manufacturer's recommendations.
- Repairs or replacement of components covered under any other policy of insurance or warranty.
- Repairs or replacement of components required as a result of external or extraneous forces including, without limitation, contamination, water damage, fire, natural disaster, atmospheric conditions, rodent damage, stone strike, corrosion, rust or the perishing of any part of the Vehicle.
- Any consequential loss or damage.
- Diagnostic costs to determine the cause of the breakdown, including dismantling and reassembly, if the repairs or replacement of components required to fix the Vehicle are not covered under this Policy.
- Any mechanical or electrical breakdown occurring while the Vehicle is being driven by anyone who does not have a valid licence to drive that type of Vehicle.
- Repairs or replacement of plastic components required as a result of gradual deterioration or perishing

CLAIM LIMITS AND EXCESS

Claim Limits

We will not pay more than the claim limit set out in your Registration Certificate for each unrelated claim less the excess amount. This claim limit includes any amounts that you may be able to claim from us as reimbursement for any Special Allowances.

You can claim an unlimited number of times over the Period of Cover.

Excess

You must pay an excess for each unrelated claim in the amount set out in your Registration Certificate.

GST

All amounts referred to in this Policy are inclusive of any GST that may apply





ROADSIDE ASSISTANCE

Contact Roadside Assistance on 0800 676 864. The lines are open 24 hours a day, 7 days a week.

This Policy entitles you to the following automotive breakdown services provided by NZ Roadside Assistance Ltd in respect of the breakdown of your Vehicle.

You are entitled to up to **6 callouts** per Policy year, which starts from the start date noted in your Registration Certificate. The excess amount does not apply to Roadside Assistance callouts.

Roadside Assistance services can only be used in respect of the Vehicle stated in the Registration Certificate when driven by you or by anyone authorised by you and legally permitted to drive that Vehicle.

For the purposes of the Roadside Assistance cover, all references to “we” and “our” refer to NZ Roadside Assistance Ltd. NZ Roadside Assistance Ltd is an independent contractor and is not an agent of Provident Insurance Corporation Limited.



Automotive Breakdown Services:

- **Towing** – If your Vehicle is unable to be driven due to a mechanical or electrical breakdown or cannot be driven safely and without causing consequential damage, we will arrange to tow the Vehicle to the nearest Authorised Repair Facility or, if not available, a place of safety.
- **On Tow Vehicles** – We can assist with recovering trailer units towed behind the registered Vehicle but the cost is at your expense.
- **Minor Roadside Repairs** - We will carry out minor breakdown related repairs where it is possible and safe to do so at the roadside. Where this is not possible the Vehicle may require transportation to the nearest Authorised Repair Facility.
- **Flat Battery** – We will cover the cost of a jumpstart if you have a flat battery and the engine will not start. If a new battery or further diagnosis is required this will be at your expense.
- **Lost Keys / Keys Locked in Vehicle** – In the event that you lock your keys inside your Vehicle we will arrange to retrieve the keys if possible to do so. Attempted key retrieval/lock out assistance is carried out at your own risk and with no liability on NZ Roadside Assistance in the event of any resulting damage to your Vehicle. If the keys are unable to be retrieved, or you have a lost or stolen key, we will arrange for the spare key to be delivered to you by taxi or a locksmith to attend at your expense.
- **Flat Tyre** – If your Vehicle has a flat tyre we will arrange for your serviceable spare wheel to be fitted. If you have no spare or it is not roadworthy we will transport the Vehicle to the closest tyre repairer at your cost.
- **Emergency Fuel** – We will arrange for the delivery of up to 10 litres of fuel or where government regulations require, transport your Vehicle to the closest available refuelling station. The cost of the fuel will be at your expense.
- **Incorrectly Fuelled Vehicles** – We will assist to arrange repairs or drain the fuel or tow to a mechanic to complete the job but the total costs will be at your expense.
- **Travel Directions** – We will assist to help with directions or guidance to get you to your planned destination.
- **Urgent Message Relay** - In the event of a breakdown or accident we can relay messages to family members, friends or business associates so as to notify them of any possible delays or issues.
- **Accident Coordination & Towing** - If your Vehicle is involved in an accident we can arrange accident towing to one of our preferred accident repairers or a repairer of your motor vehicle insurer's preference. The cost of the towing service is at your expense.
- **Parts and Service Locator** - We can advise the location of appropriate dealerships, service stations, repair workshops, tyre and windscreen suppliers and outlets anywhere in NZ.





Roadside Assistance does not cover:

- Vehicles that have been stolen or undergone illegal or unroadworthy modifications, or used in an unsafe or illegal manner.
- Overloaded vehicles carrying in excess of their manufacturer's legal limits.
- Vehicles that are located or undertaking repairs at a repairer's garage or mechanical repair premises.
- Vehicles that have been damaged or involved in an accident and cannot be safely driven as a result.
- Vehicles being bogged or stuck or located off a public road that cannot be accessed by a two wheel drive recovery vehicle.
- Vehicles being used for hire and reward or in racing competitions, rallies, time trials or other forms of testing or off-road activities.
- Breakdowns covered by other insurance policies or roadside assistance schemes.
- Breakdowns for unattended vehicles.
- Any event where it is dangerous to perform the required repair or the service people would be put in danger or involved in an illegal situation.
- Any vehicle listed as an Excluded Vehicle.



SERVICING REQUIREMENTS

You are not covered under this Policy unless your Vehicle has been serviced by an Approved Service Facility:

If you choose to use an Authorised BMW and Mini Dealer using genuine parts, the service interval will be carried out according to the vehicles Condition Based Servicing (CBS) system and the manufacturer's recommendations which include a maximum service interval of 24 months or up to 30,000km whichever occurs first.

If you choose to use an alternate Approved Service Facility other than an Authorised BMW and Mini Dealer then the service schedule required is:

- For petrol vehicles, every 15,000 kms
- For diesel vehicles, every 10,000 kms

Should the use of non-genuine BMW and Mini Group parts or fluids result in the failure of any component then the resulting failure will not be covered by this policy.

Each service should include at least the following checks and processes, along with other reasonable checks and processes recommended by the Approved Service Facility:

- Change engine oil and filter.
- Check cambelt and replace if necessary.
- Check cooling system fluid level, inhibitor concentration, condition of radiator and hoses.
- Check brakes and replace fluids if necessary.
- Check steering and suspension.
- Check automatic transmission operation and replace fluids if required.
- Check engine tuning.
- Check turbo oil feed pipe and clean if required.

After each servicing of the Vehicle you must ensure that:

- The Approved Service Facility completes and stamps the service history section at the back of this Policy booklet; and
- You retain copies of servicing invoices issued by the Approved Service Facility.

We have the discretion to reject any claim in the event that you are unable to produce copies of the Vehicle's service related invoices.

This Policy does not cover the cost of servicing your Vehicle.





GENERAL CONDITIONS

Transferability

If you sell the Vehicle, this Policy may (at the sole discretion of Provident Insurance) be transferred to the new owner of the Vehicle, provided that:-

- i. You are the first owner insured under the Policy; and
- ii. There have been no claims lodged against the Policy; and
- iii. There are no faults in existence that may give rise to a claim under the Policy; and
- iv. The Vehicle is not being sold through a Registered Motor Vehicle Trader.

A transfer fee of \$100, plus \$10.00 per month (including GST) for the remaining policy term shall be payable upon transfer.

Note – The premium paid for this policy is non-refundable.

Ways this Policy may end

This Policy will end:

- On expiry of the Period of Cover;
- If the Vehicle is written off as a total loss;
- If you cancel within the 5 working day cooling-off period in accordance with your rights under the Fair Trading Act 1986; or
- If you fail to meet your responsibilities set out in the “Your responsibilities” section below and we decide to cancel your Policy.

Your responsibilities

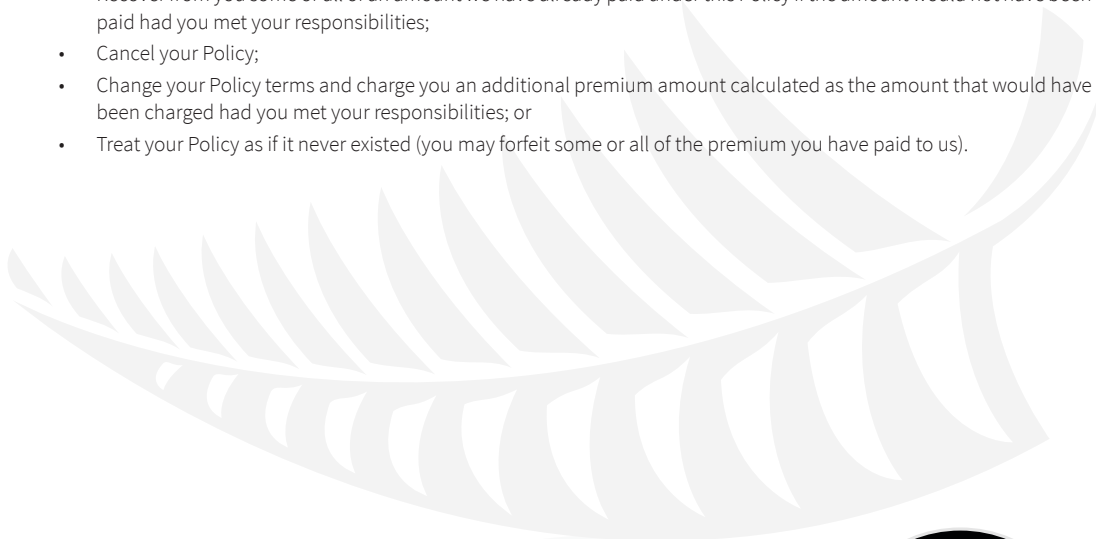
Your responsibilities to us under this Policy are:

- You must tell us all material information before purchasing or renewing this Policy. Material information is information which may affect our decision on whether or not to accept your application for insurance and on what terms. If you are unsure of what information you need to tell us, ask us and we will help you.
- You must provide us with full, truthful and accurate information at all times, including when applying for this insurance, when you make a claim under this Policy, and in response to any question we may ask of you.
- You must tell us of any material change in your circumstances that may affect any aspect of this Policy. If you are unsure of whether you need to tell us about a change, ask us and we will help you.
- You must pay us the premium (as shown on your Registration Certificate) by the specified date. This Policy is not valid unless the premium due to us has been received by us or anyone authorised by us to receive the premium on our behalf.

Consequences if you fail to meet your responsibilities

If you fail to meet any or all of your responsibilities set out above, we may do one or more of the following things:

- Decline any claim you make;
- Recover from you some or all of an amount we have already paid under this Policy if the amount would not have been paid had you met your responsibilities;
- Cancel your Policy;
- Change your Policy terms and charge you an additional premium amount calculated as the amount that would have been charged had you met your responsibilities; or
- Treat your Policy as if it never existed (you may forfeit some or all of the premium you have paid to us).





Your personal information

We collect personal information from you in providing you with this Policy, in order to:

- Evaluate your application for insurance under this Policy;
- Set your premium and excess;
- Assess and process claims you make; and
- Provide you with other related services.

We are the intended recipients of your personal information, and will hold this information (Provident Insurance Corporation Limited, PO Box 33 743, Takapuna, Auckland 0740). We are required to collect your personal information under the common law duty imposed on you (as a person seeking insurance) to tell us (as an insurer) material facts relevant to the insurance you seek. It is up to you to supply us with this information. However, if you choose not to provide all or any part of the information we request from you, your application for insurance under this Policy may be denied, or your claims may not be paid out.

We may provide your personal information to third parties to the extent necessary to provide the benefits available to you under the Policy, including, but not limited to: NZ Roadside Assistance, Authorised Repair Facilities, the dealer who sold you the Vehicle, any financier of the Vehicle, other insurers of the Vehicle, our legal advisers, our agents and assessors, and other similar entities for the purposes of providing the benefits available to you under this Policy.

You are entitled to access and correct the information we hold about you.

Financial strength rating

Provident Insurance Corporation Limited's financial strength rating is set out in your Registration Certificate.

DEFINITIONS

Where we refer to “**you**” and “**your**”, we mean the persons identified as Insured Name(s) on the Registration Certificate. Where we refer to “**we**”, “**our**” and “**us**”, we mean Provident Insurance Corporation Limited, except in relation to the Roadside Assistance cover.

Certain words used in this Policy have a special meaning as follows:

Authorised Repair Facility: A member of the Authorised BMW and Mini Group Dealer network or repair facility authorised by Provident Insurance Corporation Limited to carry out repairs on your Vehicle.

Approved Service Facility: A service facility acceptable to Provident Insurance Corporation Limited. Please phone us on 0800 676 864 to ask if your intended service facility is acceptable.

Excluded Vehicle: any vehicle falling within the descriptions set out in the Excluded Vehicle exclusion clause.

Performance Modified Vehicle: Any vehicle that has been subject to modification that enhances the Vehicle’s performance from the standard manufacturer’s specification.

Period of Cover: the period between the start date and the end date set out in your Registration Certificate, during which the cover under this Policy is provided to you, unless cancelled by you or us at an earlier date in accordance with the terms of this Policy.

Policy: the contract of insurance contained in your Registration Certificate, this Policy booklet, the information you provided when you applied for this insurance, and any changes we may agree with you in writing.

Registration Certificate: the most recent version of the certificate forming part of this Policy provided to you at the time the Policy was purchased.

Servicing Requirements: the minimum requirements to have your Vehicle serviced as set out in the Servicing Requirements section of this Policy booklet.

Special Allowances: the benefits provided to you as listed in the special allowances section of Your Cover set out on page 2 of this Policy booklet.

Vehicle: the vehicle specified in the Registration Certificate.





CLAIMS PROCESS

How to make a claim

To make a claim you must follow each step of the following process:

- Phone us on 0800 676 864 as soon as possible after you become aware of the fault with your Vehicle and tell us the details of the problem. We will give you the name of the nearest Authorised Repair Facility and determine the best way to get your Vehicle there.
- Deliver your Vehicle or allow your Vehicle to be towed to the Authorised Repair Facility, give the repairer this Policy booklet and instruct the repairer to phone us and give us your details (name and Policy number), your Vehicle's details (make and model, registration number, current odometer), and the problem with your Vehicle.
- If the cause of the fault is not known, you must authorise the repairer to diagnose the cause, including dismantling your Vehicle where necessary. Once the cause of the fault becomes known, we will authorise the repairs or replacement of components covered by this Policy. If none of the repair or replacement work is covered under this Policy, you must pay the costs of diagnosing the fault, including any dismantling and reassembly costs.
- If we approve your claim, once the costs have been agreed, we will issue an authorisation number to the repairer. You must instruct the repairer to send the repair invoice to us along with the authorisation number and copies of all outwork invoices once the repairer has completed the repair work. The amount of your excess must be shown as a deduction against the total amount invoiced.

Important notices

- If you do not follow the instructions on how to make a claim we reserve the right to decline your claim.
- We may require you to provide certain documentation including copies of all service invoices.
- The repairs may be carried out using new, used or refurbished parts at our discretion.

What to do if you have a complaint

If you have a complaint about any aspect of this Policy, please follow these steps:
First, please contact one of our customer representatives on 0800 676 864.

If our customer representative cannot resolve the matter, you may make a formal written complaint by post or email to our internal Complaints Handling Service:

Attention: Internal Complaints Handling Service
Provident Insurance Corporation Limited
PO Box 33 743
Takapuna
AUCKLAND 0740

Email: info@providentinsurance.co.nz

If you are dissatisfied with the outcome reached by our internal Complaints Handling Service, you may take your complaint to the Insurance and Financial Services Ombudsman (IFSO). The IFSO Scheme is a free and independent complaints resolution service which deals with certain types of complaints about personal insurance and other financial services. If the IFSO has the ability to consider your complaint and makes a decision, we are bound by that decision. If you are unhappy with the IFSO's decision, you can take your complaint to another dispute resolution forum, such as the courts.

Fair Insurance Code

As a member of the Insurance Council of New Zealand, we must comply with the Fair Insurance Code, which sets service standards for insurance companies. We have certain responsibilities to you, such as acting fairly and openly in all our dealings with you, and giving you clear information when you make a claim.

You can request a copy of the Fair Insurance Code from us at any time.





SERVICE HISTORY REFERENCE

DATE	ODOMETER	INVOICE No	SERVICE AGENT

REGISTRATION CERTIFICATE TO BE AFFIXED HERE



provident
insurance 

Provident Insurance Corporation Limited,
Crown Centre, Ground Floor, 67 Hurstmere Rd,
Takapuna, Auckland 0622, New Zealand.
Phone: 0800 676 864

www.providentinsurance.co.nz



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