

BMW & MINI **TYRE & RIM INSURANCE**

This Policy is provided to you by





CONGRATULATIONS

Congratulations on choosing BMW and Mini Tyre and Rim Insurance for your Vehicle.

Provident Insurance and BMW New Zealand are pleased to provide this protection plan to help protect **you** against the costs of unforeseen damage to your **Tyres and Wheel Rims** that can occur during normal use of **your Vehicle.**

Details of the **Policy** and **your** entitlement to cover are contained in this booklet and we urge **you** to read through and familiarise yourself with the terms and conditions.

Attached to this Policy Booklet is a **Registration Certificate**, outlining detail specific to **your Policy**. It is important that **you** retain both the Policy Booklet and the Registration Certificate as these documents, together with the payment of the premium to Provident Insurance Corporation Limited, constitutes the validity of **your Policy**.

Owning and driving a motor vehicle can be one of life's great pleasures, so it's important **we** look after them with protection policies designed to maintain our vehicles in a safe and pristine condition. BMW and Mini Tyre and Rim Insurance has been specifically developed with this in mind, to help take the trouble and the expense from damage to your **Tyres** and **Wheel Rims**, and provide **you** with many years enjoyable motoring.

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.

WHAT THIS POLICY COVERS

This **Policy** is designed to cover the **Reasonable Cost** to repair or replace **Tyres** or **Wheel Rims** of the **Vehicle**, described in the **Registration Certificate** attached to this Policy Booklet, arising from accidental damage as a result of **Driving Hazards** that occurs during normal use within New Zealand, subject to the terms, exclusions and limitations of the **Policy.**

For this **Policy** to be valid the **Registration Certificate** must accompany the Policy Booklet and payment of the premium must have been remitted to **Provident Insurance.**

Cooling off period

You can cancel this Policy within five (5) working days after the date on which you purchased the Policy by giving us notice of cancellation. 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 (5) day cooling off period we will provide you with a full refund of the premium you have paid.





YOUR COVER

The **Policy** provides cover as follows:-

- Repair or replacement of up to two **Tyres** per year If the **Tyres** are damaged beyond repair by accidental damage due to potholes, kerbs, nails, screws, glass, road debris or blowouts, provided the damaged **Tyres** were **Roadworthy** as allowed by law.
- Repair or replacement of one Wheel Rim per year that is cracked, warped or misshapen by accidental damage
 due to potholes, kerbs, nails, screws, glass, road debris or blowouts. We will only cover Wheel Rims that become
 unroadworthy or fail to seal.
- Unlimited puncture repairs. No excess will apply on puncture repairs.

The **Policy** applies to the **Tyres** and **Wheel Rims** fitted to the **Vehicle** at the time the **Policy** was purchased, including any **Replacement Tyres** and **Wheel Rims** and **Run Flat Tyres** that are accidently damaged up to the maximum amount shown under Claim Limits.

Additional Benefits

The following additional benefits are also provided as part of the BMW and Mini Tyre and Rim Insurance policy:

- Up to two call-outs for flat tyre repair or replacement by a BMW and Mini Tyre and Rim Insurance BMW and Mini Authorised Repair Facility.
- Towing to the nearest BMW and Mini Tyre and Rim Insurance BMW and Mini **Authorised Repair Facility.** A maximum towing allowance of \$100 will be paid.
- Overnight accommodation or vehicle rental allowance of up to \$200, if your Vehicle Tyres or Wheel Rims are damaged
 as a result of the happening of an insured event, the damage is caused more than 100kms away from your home (the
 address detailed on the Registration Certificate) and repair or replacement cannot be undertaken on that day.
- Special discount on all tyres, wheel rims and service purchased or performed by any BMW and Mini Tyre and Rim Insurance BMW and Mini **Authorised Repair Facility.**
- Free annual tyre and wheel rim safety inspection from any BMW and Mini Tyre and Rim Insurance BMW and Mini Authorised Repair Facility.

EXCLUSIONS

Excluded Vehicles

The following vehicles are not covered under this **Policy**:

- Vehicles older than 5 years old or that have travelled in excess of 70,000kms at purchase.
- Vehicles that do not have a current registration.
- Any of the following vehicles: Aston Martin, Bentley, Caterham, Dodge Viper, Ferrari, Honda NSX, Hummer, Jensen, Lamborghini, Lotus, Maserati, Mazda RX8, Maybach, Morgan, Nissan GTR R35, Rolls Royce, TVR, emergency vehicles, motorcycles or Performance Modified Vehicles.
- Vehicles used for business or commercial purposes, including but not limited to rental vehicles, courier vehicles, goods delivery vehicles, driver instruction/tuition vehicles or vehicles used as taxis or otherwise for carrying fare paying passengers.
- Vehicles modified from the manufacturers original specifications and the modification or modifications cause or are associated with the **Tyre** and/or **Wheel Rim** damage.





Tyre and Wheel Rims

Cover is not provided under the **Policy**, and **we** will not make a payment for:

- Damage to Tyres and/or Wheel Rims that occurs within thirty (30) days of the Date of Commencement.
- Depreciation or damage caused by wear, tear, rust or corrosion of Tyres and/or Wheel Rims due to natural ageing or lack of maintenance or care of the Vehicle.
- Damage to Retread, Space Saver or Temporary Tyres.
- Damage to Tyres and/or Wheel Rims that are unroadworthy.
- Damage to Tyres and/or Wheel Rims that have previously been repaired, other than puncture repairs.
- Damage to Tyres and/or Wheel Rims that are not the Tyres and/or Wheel Rims described in the Registration Certificate.
- Damage to Tyres and/or Wheel Rims that are outside the manufacturer's original tyre and rim specifications for the Vehicle.
- Damage to racing **Tyres** and/or **Wheels Rims** that have been made for racing.
- Tyre and/or Wheel Rim damage existing at the time this Policy was taken out and any resulting damage.
- Tyre and/or Wheel Rim damage to the Tyres or Wheel Rims caused by scratching, bruising (including side wall bubbles), perishing, dry rot, flat spot, failure to maintain the manufacturers recommended Tyre pressure, fire, theft, misuse, neglect, wilful damage or natural disaster.
- Tyre and/or Wheel Rim damage as a result of motor vehicle accident or collision.
- $\bullet \quad \textbf{Tyre} \, \text{and/or} \, \textbf{Wheel} \, \textbf{Rim} \, \text{damage caused by overloading the } \textbf{Vehicle} \, \text{in excess of the limits specified by the manufacturer}.$
- Tyre and/or Wheel Rim damage to any vehicle that has been used in any form of motorsport, racing competitions, rallies, time trials or any other forms of testing or off-road activities.
- Tyre and/or Wheel Rim damage to any vehicle caused by driving on any beach, four wheel drive track or off-road.
- Tyre and/or Wheel Rim damage caused whilst the Vehicle was being driven by an unlicensed or unauthorised driver, or a driver under the influence of alcohol, narcotics or drugs.
- Tyre and/or Wheel Rim repairs that are covered under any other form of warranty or insurance.
- Tyre and/or Wheel Rim repairs necessitated as a result of manufacturer recall or design fault, or damage arising from any such faults, faulty repair or defective workmanship.
- Consequential loss or damage to the **Vehicle** or other vehicles, property or persons.
- · The amount of the excess. You must pay this excess to the repairer in respect of each and every unrelated claim.
- Vehicles with a gross vehicle mass of 3,000kgs or over.
- Vehicles situated outside of New Zealand.
- Tyre and/or Wheel Rim repairs commenced or carried out without the prior approval of Provident Insurance.

POLICY PERIOD AND COMMENCEMENT DATE

This **Policy** covers **your Vehicle** for a period up to three years from the **Date of Commencement.**

ELIGIBILITY, CLAIM LIMITS AND EXCESS

Eligibility

To qualify for cover, your Vehicle must:

- 1. Have Comprehensive Motor Vehicle Insurance cover.
- 2. Have a Gross Vehicle Mass (GVM) of less than 3,000kgs.
- 3. Be less than five years old and have travelled less than 70,000kms at the Date of Commencement of the Policy.
- 4. Have a current Warrant of Fitness and the **Tyres** and Wheel Rims to be in a legal and **Roadworthy** condition.

Claim Limits

A claim limit as set out in your Registration Certificate shall apply in respect of each and every unrelated repair.

VEHICLE CLASS	TYRES	WHEEL RIMS
Ultimate	A maximum claim of \$400 per Tyre will be paid subject to an \$800 maximum in any one policy year.	\$800 maximum payable for all claims in any one policy year.
Prestige	A maximum claim of \$800 per Tyre will be paid subject to a \$1,600 maximum in any one policy year.	\$1,200 maximum payable for all claims in any one policy year.

Excess

You must pay an excess for each and every unrelated claim as set out in your Registration Certificate.

GST

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





GENERAL CONDITIONS

Transferability

This **Policy** is unique to the purchaser and the **Vehicle** stipulated on the **Registration Certificate** and is not transferable.

Ways this Policy may end

This **Policy** will end:

- On expiry of the **Period of Cover**; or
- If the **Vehicle** is written off as a total loss or **you** sell the **Vehicle**; or
- If you cancel this Policy by giving notice to us. We will return any unused premium that you have paid on a pro rata basis, after deduction of a \$75 administration fee, provided that you have not made a claim; or
- On the date you cancel your Comprehensive Motor Vehicle Insurance policy or it lapses, if it is within the Period of Cover.

We are entitled to end this **Policy** by providing written notice of **our** intention to do so on the happening of any of the following:

- You make, or anyone acting on your behalf, makes a dishonest claim under this **Policy** or a dishonest statement in support of a claim under this **Policy**.
- If you fail to meet your responsibilities set out in the "Your responsibilities" section below and we decide to cancel
 your Policy.

If we end this **Policy** under these circumstances, you are not entitled to a refund or any part of a refund.

Your responsibilities

Your responsibilities to us under this Policy are:

- You must take all necessary precaution to protect your Vehicle against damage that may give rise to a claim under this
 Policy and comply with the manufacturers recommendations with respect to operating, maintenance, servicing and
 safety.
- 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.
- You must comply with the Policy terms and conditions.

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: 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.

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

Authorised Repair Facility: A repair facility authorised by BMW New Zealand and Provident Insurance Corporation Limited to undertake repairs on **your Vehicle** under the terms of this **Policy**.

Comprehensive Motor Vehicle Insurance: Motor Vehicle Insurance (commonly known as Comprehensive Motor Vehicle Insurance), which provides cover for accidental loss or damage to your Vehicle (excluding insurance limited to cover for specific events only, such as fire and theft) plus cover for your legal liability to third parties for damage to the property arising from the use of your Vehicle.

Date of Commencement: The date cover commences under this Policy as stated on the Registration Certificate.

Driving Hazards: Potholes, kerbs, nails, screws, glass, other road debris or a blowout.

Excluded Vehicle: any vehicle falling within the descriptions set out under Excluded Vehicles.

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**

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

Policy: the contract of insurance contained in **your Registration Certificate**, this Policy Booklet, its terms, exclusions and conditions as described in this booklet and the information **you** provided when **you** applied for this insurance, and any changes **we** may agree with **you** in writing.

Provident Insurance: Provident Insurance Corporation Limited.

Reasonable Cost: A cost acceptable to and approved by Provident Insurance to settle the claim under this Policy.

Registration Certificate: the most recent version of the certificate forming part of this Policy provided to you at the time the Policy was purchased. It provides details unique to you, your Policy and your Vehicle, validating the cover you have under this Policy.



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Replacement Tyres and Wheel Rims: The tyres and rims that replaced the original **Tyres** and **Wheel Rims** that were fitted to **your Vehicle** at the time this **Policy** was purchased, and are the same configuration, make, model and rating as the original.

Retread: A previously-worn tyre which has been subject to a remanufacturing process in order to be fitted with a new tread.

Roadworthy: With respect to your Vehicle, means fit for use on New Zealand public roads.

Run Flat Tyres: A tyre that is designed to resist the effects of deflation when punctured, enabling a vehicle to continue to be driven, usually at reduced speeds and for a limited distance.

Space Saver Wheel: Any non-standard wheel that is not intended to be used as a permanent wheel and is not of the same configuration, make, model or rating as the other **Tyres** and **Wheel Rims** fitted to **your Vehicle**.

Temporary Tyre or Rim: Any tyre or rim (including a **Space Saver Wheel**) that was not a part of the set of **Tyres or Wheel Rims** that were fitted to **your Vehicle** at the time this **Policy** was purchased, and that is not a replacement tyre or rim.

Tyre: Any tyre that was attached to your Vehicle (excluding a space saver tyre) at the time this Policy was purchased.

Vehicle: The registered motor vehicle as detailed on the Registration Certificate.

Wheel Rim: The rim of the wheels on your Vehicle, excluding any other part of the wheel assembly, such as the wheel hub, brakes, bearings or axle.

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 and tell **us** the details of the problem. **We** will give you the name of the nearest BMW and Mini **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 BMW and Mini 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.
- The Authorised Repairer will contact **our** office to discuss the nature of the claim, the estimated cost of repairs and to seek authorisation to complete the repairs. If the repairer is not able to determine the cause of the fault it may be necessary for them to dismantle parts. In this case only you can authorise this work as the contract for repair is between yourself and the repairer.
- 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.
- Repairs not authorised, or commenced without the authorisation of Provident Insurance will not be covered.

Authorised Repairer Instructions

Prior to undertaking any work under this Policy please contact Provident Claims on 0800 676 864 and advise the following:

- Customer name and policy number
- · Odometer reading
- Vehicle registration number
- Problem with Vehicle
- Estimated cost of repair

If the claim is accepted **we** will authorise repairs and issue an authority number for repair work to commence. Upon completion of the repair please collect the Policy excess from the customer, show this amount as a deduction on the repair invoice and forward the invoice to Provident Insurance Corporation Limited, PO Box 33 743, Takapuna 0740, Auckland.



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Your invoice should clearly show full customer details, full details of all work undertaken and copies of any outwork invoices.

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.

REGISTRATION CERTIFICATE TO BE AFFIXED HERE





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

www.providentinsurance.co.nz

