



## Smart Cover

Mechanical Breakdown Insurance

## Welcome

Thank **you** for choosing **us** to provide **you** with one of the most comprehensive Mechanical Breakdown Insurance covers available today.

## The Insurer

This insurance policy is underwritten by DPL Insurance Limited. For more information and details on **our** Financial Strength Rating and Solvency Calculation go to [www.dplinsurance.co.nz](http://www.dplinsurance.co.nz).

## Customer Commitment

**We** are committed to treating **our** customers with fairness, respect and dignity. This means that **we** will:

- Act with integrity at all times;
- Provide high quality service;
- Listen to **our** customers' concerns;
- Be open and transparent in all of **our** dealings; and
- Take the time to answer any questions **our** customers have.

## Complaints

**We** are committed to resolving all complaints and concerns quickly, respectfully and in good faith. If **you** have a complaint relating to **our** activities, in the first instance, please contact **us**. Any dispute which **we** cannot resolve can be referred to **our** disputes resolution provider by contacting:

The Insurance and Financial Services Ombudsman  
P. 0800 888 202, PO Box 10845, Wellington 6143, [www.ifso.nz](http://www.ifso.nz)

## Our Guarantee

If **you** are not completely happy with the cover provided by **your** policy, **you** can cancel it within 15 days of the start of the **period of insurance**, provided **you** have not made a claim under **your** policy. **We** will refund any premiums **you** have paid **us**.

## About Your Policy

Mechanical Breakdown Insurance (MBI) protects **you** against the cost of sudden and unforeseen breakdown of **your** vehicle.

This document is the policy wording for Smart Cover – **our** extensive MBI cover for a wide range of **vehicle components**.

**Your** policy is a contract between **you** and **us** and is comprised of:

- **Your** online application or application form;
- **Your** policy wording; and
- **Your** current **policy schedule**; and
- Any other document issued by **us**, which may vary or modify the above documents.

Please keep these documents safe and read them together.

It is important **you** read **your** policy in full and understand **your** benefits and the terms and conditions of **your** policy, including what **your** insurance covers – and what it doesn't. If there is anything **you** don't understand, or if **you** have any questions, please contact **us**.

**Your** vehicle details are stated in **your** policy schedule. If they are incorrect in any way, including vehicle make, model, year or odometer reading, **you** may not qualify for the extent of cover **you** have selected. It is important that **you** check **your** policy schedule and advise **us** immediately if any details are incorrect or need updating.

### Defined Words

If a word is shown in **bold** it has a special meaning. There is a list of these words and their meanings in the Definitions section of this policy.

## Duty Of Disclosure

**You** have a legal duty of disclosure when **you** apply for insurance, make changes to **your** policy and when making a claim, to tell **us** everything that a prudent insurer would want to take into account in deciding:

- Whether to issue **your** policy;
- The applicable terms and conditions of **your**

- policy;
- The amount of **your** premium;
- Whether any alterations to **your** policy will be made;
- Whether **your** policy will respond to **your** claim.

If **you** breach the duty of disclosure, **we** may void **your** policy from the start of the **period of insurance** and refund any premiums **you** have paid **us**.

## What You Are Insured For

**Your** current **policy schedule** will show the cover level, and the additional benefits for **your** vehicle based on its make, model, category, age and odometer reading at the start of the **period of insurance** and any conditions **we** imposed on **your** policy.

For **electric vehicles** the **Electric Vehicle** Package is added to this cover.

If **your** vehicle suffers a **breakdown** of a covered **component** during the **period of insurance** while in New Zealand and **you** have complied with the terms of this policy, **we** will settle **your** claim by, at **our** discretion, choosing to either have an **authorised repairer** repair **your** vehicle, with **components** that are comparable to the condition of **your** vehicle at the time the **breakdown** occurs, or pay **you** the cash value of these repairs.

The most **we** will pay for any one claim under **your** policy, is the maximum claim entitlement for **your** cover and the additional benefits, less the excess stated on **your** policy schedule.

Where **we** consider **your** vehicle is uneconomic to repair, **we** will settle the claim as a **total loss** and pay **you** the **market value** of **your** vehicle at the date of claim, or the maximum claim entitlement as stated on **your** policy schedule, whichever is lower, less any excess. If **we** settle the claim as a **total loss** then the **period of insurance** ends.

The most **we** will pay for the total of all claims in one **period of insurance** under this policy is limited to the value of **your** vehicle as stated on **your** policy schedule, or the **market value** of **your** vehicle at the start of the **period of insurance**, whichever is lower, less any excess.

## Electric Vehicle Package

For **electric vehicles** the **Electric Vehicle Package** is added to **your** cover and the following manufacturer specified and factory fitted **components** are covered under **your** policy:

- Auxiliary engines; and
- Drive unit (inverter); and
- Dual charger; and
- **Electric vehicle battery.**

**We** will only pay for one **electric vehicle battery** replacement in one **period of insurance.**

The maximum contribution **we** will pay towards repair or replacement of an **electric vehicle battery**, depending on **your vehicle's** age at the time of the claim is:

- Up to 10 years: \$10,000.
- Over 10 years: 50% of the claim entitlement for **your** selected cover, less the excess, as stated on **your policy schedule.**

If **your electric vehicle** requires towing it must be transported using a flatbed tow-truck.

## Additional Benefits

These additional benefits apply if **you** have a claim accepted under **your** policy. The applicable additional benefits and the total maximum amount of the additional benefits **we** will pay are shown in **your policy schedule.**

### Repatriation Costs

In the event of a **breakdown** that occurs more than 100 km from **your** normal residence and the repair of **your vehicle** by an **authorised repairer** exceeds 24 consecutive hours, **we** will reimburse **you** the reasonable repatriation costs for **your vehicle** to **your** normal residence or another location convenient to **you**, whichever is closer, up to \$250 per claim.

### Accommodation and Return Home Travel

In the event of a **breakdown** that occurs more than 100 km from **your** normal residence and the repair of **your vehicle** by an **authorised repairer** exceeds 24 consecutive hours, **we** will reimburse **you** the

reasonable costs for accommodation, rental car hire or return home travel, up to \$500 per claim.

### Roadside Assistance

**Your vehicle** is eligible for roadside assistance with unlimited callouts, 24 hours a day, 7 days a week, 365 days a year, in the North Island, Waiheke Island and South Island only. Roadside assistance is covered by AA Roadservice, provided and administered by The New Zealand Automobile Association Inc. on **our** behalf. Please refer to the AA Roadservice Cover section of this policy for details.

## What You Are Not Insured For

### Excess

For each unrelated **breakdown**, the excess amount shown on **your policy schedule** will be deducted from the amount of **your** claim.

**You** must pay the excess to the **authorised repairer** before **you** collect **your vehicle.**

### Excluded Vehicles

The following **vehicles** are not insured under this policy and if **you** take out a policy for a **vehicle** that is listed below, then **your** policy may be void from the start of the **period of insurance** and at **our** discretion **your** premium may be refunded:

- **Vehicles** with any modifications that alter them from the manufacturer's original specifications;
- **Vehicles** with a gross vehicle mass over 3,500 kg;
- **Vehicles** used for carrying passengers for hire or reward;
- **Vehicles** used for delivery of goods for hire or reward;
- **Vehicles** used for the purpose of driver instruction;
- **Vehicles** used for any kind of competitive purposes, racing, testing or off-road activity;
- Flood damaged, water damaged, fire damaged and written off **vehicles**;
- Motorcycles, ATVs or quad bikes;
- **Vehicles** without a valid Warrant of Fitness or Registration; or
- Any other **vehicles** defined by **us** as excluded at the start of the **period of insurance.**

### General Exclusions

There is no cover for any claim attributable either wholly or in part to:

1. Any costs of compliance checks, routine maintenance, replacements, adjustments, tuning and servicing recommended by **your vehicle's** manufacturer, to be carried out at specific mileage or time intervals;
2. Any **breakdown** as a result of **you** not following **your vehicle** manufacturer's operating, servicing and safety instructions at all times;
3. Any **breakdown** that existed prior to the start of the **period of insurance** (and any resulting damage);
4. Any **breakdown** that **you** knew about or ought to have reasonably known or foreseen, prior to the **period of insurance**;
5. Any **breakdown** to a **vehicle** that does not have a valid Warrant of Fitness at the time the claim is made;
6. Any **breakdown** caused by **you** as a result of neglect, misuse, abuse or not taking all reasonable precautions, that it would be reasonable to expect a person to take in the circumstances, to prevent damage to **your vehicle** and its components;
7. Any repairs or replacements commenced or carried out on **your vehicle** without **our** prior authorisation;
8. Any **breakdown** as a result of **your vehicle** being involved in an accident;
9. Any **breakdown** subject to recall or withdrawal by **your vehicle's** manufacturer or a regulatory authority;
10. Any **breakdown** caused or contributed to by a manufacturing error regardless of whether the manufacturer accepts liability for that error;
11. Any **breakdown** caused by the use of incorrect fuel, oil, lubricant, coolant or any other fluid outside of **your vehicle** manufacturer's recommendations;
12. Any **breakdown** where the odometer has been tampered with, altered or disconnected;
13. Any loss of use, consequential loss, incidental expenses, storage or cleaning costs;
14. Any **breakdown** resulting from any modifications that alter **your vehicle** from the manufacturer's original specifications;
15. Any costs arising from the continuous

operation of **your vehicle** after the **breakdown** has occurred, including loss of oil, lubricant, coolant or any other fluid;

16. Any costs arising from misdiagnosing a **breakdown**;
17. Any **breakdown** arising from poor workmanship, faulty **components** or repairs, omissions, errors, faults, malicious software or viruses, in any application or systems software of **your vehicle**;
18. **Electric vehicle battery** replacement or repair, due to gradual loss of capacity and ability to hold charge;
19. Any damage related to incorrect charging procedure or charging of an **electric vehicle battery**, when the manufacturer's recommended procedure is not followed;
20. Any damage related to incorrect towing or transporting of **your vehicle**;
21. Any costs arising from repair or replacement of a whole pair or set, when a **component** constituting a part of a pair or set suffers a **breakdown**;
22. Any **breakdown** caused by insects, rodents, contamination, frost, water, fire, corrosion, rust, rot, oxidation, perishing, atmospheric conditions and other external forces.

### Excluded Components and Expenses

There is no cover for lubricants, gas, fluids, other consumables, environmental charges and incidental expenses.

There is no cover for any claim attributable either wholly or in part to:

1. Chassis, panel, paintwork, glass, trim, upholstery and any other cosmetic items;
2. Batteries, exhaust systems, catalytic converters, diesel exhaust fluid systems (e.g. AdBlue), filters (including diesel particulate filters e.g. DPF), tyres and wheels, light bulbs (including LED) and fuel tanks;
3. Brake discs, brake shoes, brake linings, brake pads, clutch friction materials, flywheels, drive belts, glow plugs, injector servicing and spark plugs;
4. Failure of any plastic components due to gradual deterioration and any consequential loss;
5. Cambelts and any consequential loss as a

result of the failure of the cambelt, when it is overdue for replacement as recommended by **your vehicle's** manufacturer;

6. Mirror components, keys and remotes;
7. Navigation, communication and entertainment systems and speakers;
8. Shock absorbers, height adjustable, adaptive, active and semi-active suspension systems, including but not limited to air, hydro-pneumatic or magnetic suspension types;
9. Safety airbag systems, seat belt systems, seating and seating mechanisms (memory adjustments, heating, ventilation, massage, etc.) and ambient lighting;
10. Adaptive (autonomous) cruise control systems, head-up display systems, rear-view (front, side and 360 degree) cameras, visual and audible parking systems, lane departure warning systems, blind spot monitoring systems, traffic sign recognition systems, driver drowsiness detection systems, radars and dashboard cameras;
11. Emergency braking systems, automatic parking systems and tyre pressure monitoring systems; or
12. Automatic opening tailgates and sliding doors, automatic roll bar components, soft-close doors and trunk systems, convertible roof components, sunroof components, electric folding tow bars, automatic window shades or blinds and automatic spoilers.

## Making A Claim

If an event happens which may lead to a claim under this policy **you** must:

1. Take all reasonable steps to minimise the damage and prevent any further claim;
2. Freephone **0800 809 700** to notify **us** of **your** claim and to obtain details of the nearest **authorised repairer**;
3. Assist **us** with **your** claim in any way **we** request;
4. If **your vehicle** can be driven safely without causing further damage, take it to the nearest **authorised repairer** or otherwise have it transported;
5. Provide the **authorised repairer** with the details of **your** policy; and
6. Before any repairs begin, ensure that the

**authorised repairer** contacts **us** and obtains authorisation.

**We** may require **you** to complete a claim form and provide **us** with proof that **your vehicle** has been properly serviced. This can include (but is not limited to) a pre-purchase inspection, Warrant of Fitness, service invoices, service records and service coupons. **We** have the right to make any reasonable enquiries in relation to **your** claim.

If the **breakdown** is covered under this policy **we** will authorise repairs and **we** will give **our** authorisation number to the **authorised repairer**. The contract for repairs is between **you** and the **authorised repairer**.

**You** may be required to authorise the dismantling of **your vehicle**, as this may be required to determine if there is a valid claim. Where this is the case:

- **We** or the **authorised repairer** will request **your** authority prior to commencing work; and
- **We** will reimburse the cost of doing this if **we** accept **your** claim.

## Policy Conditions

To be eligible to make a claim **you** must comply with all the terms of **your** policy. If **you** or someone on **your** behalf breaches **your** policy, then **we** may:

- Decline **your** claim in part or whole; and/or
- Cancel **your** policy.

### Accuracy of Statements and Fraud

All statements and answers made by **you** or on **your** behalf in the application for this insurance, when making changes to it and in any claim must be true, correct and complete in every respect.

If **you** or someone on **your** behalf makes a statement that is not true, correct and/or complete, then **we** may:

- Decline **your** claim in part or whole; and/or
- Void **your** policy from the start of the **period of insurance**.

### Amounts

All amounts stated in **your** policy are in New Zealand dollars and include Goods and Services Tax (GST).

## Change in Circumstance

**You** must notify **us** immediately if there are any material changes to any circumstances that existed when **you** took out **your** policy. If **you** fail to do so, then **you** are liable to repay **us** for any payments made after that date.

## Cancellation

**You** may at any time cancel **your** policy by giving **us** notice in writing. If **you** request cancellation, **your** policy is not refundable unless cancelled within 15 days of the start of the **period of insurance**.

**We** may cancel **your** policy, at any time, by giving **you** 10 days' notice in writing to **your** last known email or postal address, or as stated in **your** policy schedule:

- **We** will refund **your** premium relating to the balance of the **period of insurance**, calculated on a pro-rata basis.
- **We** will not refund **your** premium if **you** have made any claim under this policy.

## Double Insurance

If the **breakdown** of **your vehicle** is also covered by another insurance policy, then **we** will only be liable for any difference between the cover provided by that policy and the cover provided by this policy. If the **breakdown** of **your vehicle** is also covered by a guarantee or warranty, then there is no cover under this policy.

## Deliberate Acts

**You** must not cause or facilitate any damage through any reckless, deliberate or wilful act, nor knowingly allow or permit anyone else to cause damage or liability in this way.

## Governing Law

The Laws of New Zealand apply to **your** policy. Any proceedings relating to **your** policy must be brought and heard in New Zealand.

## Privacy Act 2020

**Your** policy schedule contains personal information necessary for **us** to evaluate **your** application for insurance, in order to decide whether to issue insurance cover and if so on what terms. The information collected will be held by DPL Insurance Limited, PO Box 33 1248, Takapuna, 0740 and **our**

agents. **You** have the right to request access to and correction of **your** personal information subject to the Privacy Act 2020.

## Salvage

After **your vehicle** is declared a **total loss** **we** may keep **your vehicle** and retain the salvage, but **you** must not abandon **your vehicle** to **us**.

## Subrogation

At **our** expense **we** may exercise **our** right of subrogation and take action in **your** name to make a recovery from a third party.

When **we** do exercise **our** right of subrogation **you** must co-operate with **us** and provide **us** with any information **we** may require.

## Transfer of Insurance

**You** can not transfer **your** policy to any person without **our** prior written consent. If **you** do not obtain **our** prior written consent, any purported transfer is legally invalid. **We** have discretion:

- As to whether **we** will consent to any transfer of **your** policy or claim to another person;
- To determine the additional premium payable by the new owner;
- To determine any conditions **we** wish to impose on that policy.

**You** will not be entitled to a refund of **your** premium.

**We** will not consent to a transfer of **your** policy if:

- **Your vehicle** is sold to or through a motor **vehicle** dealer or trader;
- The transfer has not been requested within 30 days of **your vehicle** being sold;
- **You** have not paid **your** premium in full;
- **You** have had a claim accepted on **your** policy;
- **Your** policy has previously been transferred; or
- **Your** policy has less than 20% left of **your** **period of insurance**.

If **you** wish to transfer **your** policy, **you** need to contact **us** and request a transfer form. Then **you** and the new owner must complete and sign the form and return it to **us** with payment of the transfer fee.

## Vehicle Service Requirements

**You** must, at **your** cost, maintain **your vehicle** in good repair and take all reasonable steps to prevent any damage.

The minimum service intervals for petrol **vehicles** and electric **vehicles** are 15,000 km or 12 months, whichever occurs first, from the start date of the **period of insurance**.

The minimum service intervals for petrol turbo, supercharged and diesel **vehicles** are 10,000 km or 12 months, whichever occurs first, from the start date of **your period of insurance**.

**You** must:

- Meet the cost of **your vehicle** servicing and;
- Make sure that **your vehicle** service is recorded.

The servicing of **your vehicle** must be carried out by a suitably qualified service centre. As part of the service the following must be checked, replaced or attended to, if applicable, necessary or specified by **your vehicle's** manufacturer:

- Change engine oil and oil filter;
- Check spark plugs and replace;
- Check fuel and air filter and replace;
- Check transmission oil and filter and service transmission;
- Service transmission by the mileage or time recommended by the manufacturer;
- Check turbo oil feed;
- Check all fluid levels and condition, replace or top up;
- Check braking system and brake fluid;
- Check all belts, including cambelt;
- Replace all belts, including cambelt by the mileage or time recommended by the manufacturer;
- Check cooling system, inhibitor and hoses;
- Check CV joints and boots;
- Check steering system;
- Check suspension system;
- Check air conditioning;
- Check **electric vehicle battery** report, condition and usage.

## Definitions

These definitions apply to the plural and any derivatives of these words. Where these words are used in the policy wording (in **bold** font), this is what they mean.

### Authorised Repairer

Means a qualified repairer approved by us.

### Breakdown

Means sudden and unforeseen mechanical or electrical fault, or failure, which results in damage of a **component of your vehicle** covered by **your** policy.

### Component

Means any mechanical or electrical item of **your vehicle** that was originally covered by the manufacturer's **vehicle** warranty and is covered by this policy.

### Electric Vehicle

Means a **vehicle** that uses an electric motor(s) for propulsion. **Electric vehicles** include Battery **Electric Vehicles** (BEV), Range-Extended **Electric Vehicles** (REEV), Plug-in Hybrid **Electric Vehicles** (PHEV) and Hybrid **Electric Vehicles** (HEV).

### Electric Vehicle Battery

Means a self-contained, factory-fitted, rechargeable battery, which powers electric motor(s) used to propel a **vehicle**.

### Market Value

Means the reasonable price for which **you** could replace **your vehicle** with another in New Zealand that is of equivalent age, quality and in the same general condition.

### Period of Insurance

Means the period starting on the date shown on **your policy schedule**, and ending on the earliest of:

- The date **your vehicle** is sold or disposed of;
- The date **your vehicle** is written off as a **total loss**;
- The date **your** total claim payments equal or exceed the value of **your vehicle** as stated on **your policy schedule**, or the **market value of your vehicle** at the start of the **period of**

**insurance**, whichever is lower, less any excess;

- 4 pm on the date **your** policy is cancelled; or
- 4 pm on the end date shown on **your policy schedule**.

### Policy Schedule

Means the most recent **policy schedule** we have issued to **you** for **your** policy, including any amendments and endorsements that **we** send **you** in writing.

### Total Loss

Means that **we** or another insurer have declared that **your vehicle** is uneconomic to repair or is stolen and remains unrecovered.

### Vehicle

Means **your vehicle** stated in the **policy schedule**.

### We, Us, and Our

Means Autasure, a business brand of DPL Insurance Limited.

### You and Your

Means the insured person(s) named in **your policy schedule**.

## AA Roadservice Cover



Roadservice  
Cover

Your vehicle is eligible for AA Roadservice (AA) with unlimited callouts, 24 hours a day, 7 days a week, 365 days a year.

For assistance phone AA Roadservice direct on 0800 581 581. You will need to quote your policy number and your vehicle registration number.

### Mechanical Breakdown

Call the AA at any time of the day or night and help will soon be on the way.

### Towing

If your vehicle has mechanical problems and cannot be mobilised at the time of the breakdown, the AA will arrange to tow your vehicle free of charge to the nearest Authorised AA or MTA Repair Facility. If you want your vehicle to be towed to another repairer then you may be required to pay the towing charges.

### Flat Battery

If your vehicle battery is flat the AA will provide a battery boost and any other practical assistance to get your vehicle going. If your battery is faulty the AA can provide a new battery at your cost, or tow your vehicle free of charge to the nearest Authorised AA or MTA Repair Facility.

### Lockout Service

Locking the keys in your vehicle is something that can happen to anyone. The AA will arrange to have someone come to you so you can be on your way again.

### Lost Keys

The AA will arrange a locksmith to help get you back into your vehicle. The locksmith's charge and any replacement keys will be at your cost.

### Change of Flat Tyres

In the event of a flat tyre the AA will change the tyre for you. If there is no spare, the AA will arrange towing to the nearest facility at your cost.

### Out of Fuel

If you are unfortunate enough to have run out of fuel the AA will deliver fuel to you free of charge, to get you going again. There will be a charge for the actual cost of the fuel delivered.

### AA Roadservice Cover General Exclusions

AA Roadservice does not apply under the following circumstances:

- Unattended vehicles;
- The driver has been engaged in unlawful activity or driving under the influence of alcohol or drugs;
- Vehicles without a current warrant of fitness or registration;
- When the vehicle, that requires towing is over five tonnes gross laden weight;
- When the vehicle, that requires towing exceeds 2.3 metres in width and 6.0 metres in length;
- Recovered stolen vehicles or vehicles which are not roadworthy or safe, or have been operated in an unsafe or illegal manner;
- Vehicles carrying loads beyond legal limits;
- Vehicles at a repairer's premises or garage;
- Vehicles which are not on public or formed roads, or which are trapped or bogged;
- When the vehicle was being used for racing, pacemaking, speed testing, reliability trials, competitions or off-road activities at the time of the breakdown;
- Vehicles which will not operate as a result of a motor vehicle accident;
- Anytime when it would be dangerous or illegal for AA personnel or contractors to repair, load or transport the vehicle and/or its occupants.

NOTE: AA Roadservice is provided and administered by The New Zealand Automobile Association Inc., its service providers, contractors and sub-contractors. AA Roadservice is separate from, and is not part of your insurance contract with DPL Insurance Limited.

DPL Insurance Limited does not accept any responsibility arising from AA Roadservice.

## SERVICE CHECK HISTORY

### SERVICE CHECK NO. 1

DATE .....

ODOMETER READING

.....

SERVICE CENTRE STAMP

### SERVICE CHECK NO. 2

DATE .....

ODOMETER READING

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SERVICE CENTRE STAMP

### SERVICE CHECK NO. 3

DATE .....

ODOMETER READING

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SERVICE CENTRE STAMP

### SERVICE CHECK NO. 4

DATE .....

ODOMETER READING

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SERVICE CENTRE STAMP

### SERVICE CHECK NO. 5

DATE .....

ODOMETER READING

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SERVICE CENTRE STAMP

### SERVICE CHECK NO. 6

DATE .....

ODOMETER READING

.....

SERVICE CENTRE STAMP

## Policy and Claim Enquiries

Freephone 0800 267 873

E [sales@autosure.co.nz](mailto:sales@autosure.co.nz)

[www.autosure.co.nz](http://www.autosure.co.nz)

AA Roadservice Cover

Freephone 0800 581 581