

Your rights under the Consumer Guarantees Act

The Consumer Guarantees Act 1993 sets minimum standard 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.

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 the business that sold You the product chooses to refund, repair or replace the goods, it must be done in a reasonable time, otherwise You can ask for a refund.

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.

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 Authorised Škoda Dealers will assist You.
- > You are also entitled to Škoda Roadside Assistance benefits (including flat battery, flat tyres, key replacement / vehicle lockout, and out of fuel assistance) 24 hours a day, 7 days a week.
- > Allowances for accommodation or care hire/transport costs if You as the owner/driver breakdown more than 100km away from Your home and Your vehicle is unable to be used for at least 24 hours due to the repair work required.

Cooling off period

You can cancel this Policy within 21 days after the date on which You received a copy of 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 by phoning us, notifying us in writing by post or email, or in person by visiting Our office. Upon cancellation within this 21 day cooling off period We will provide You with a full refund of the premium You have paid.

Supplement to your Škoda Used Vehicle Warranty

To qualify for a Škoda Used Vehicle Warranty, Your Škoda used vehicle must:

- 1. Be sold by an Authorised Škoda Dealer; and
- 2. Have travelled less than 150,000 kilometres; and
- 3. Be less than 10 years old from the date of first registration.

All other terms and conditions set out in this document apply.

The Škoda Used Vehicle Warranty gives You the following benefits:

- > The Škoda Used Vehicle Warranty is backed by Škoda New Zealand (subject to the terms and conditions detailed in this document).
- > The Škoda Used Vehicle Warranty is available for periods of 12, 24 or 36 months with unlimited mileage.
- > The Škoda Used Vehicle Warranty is fully transferable by the original owner of the policy during the warranty period provided no claims have been made against the policy.
- > The Škoda Used Vehicle Warranty comes with Škoda Roadside Assistance (please refer to the "Roadside Assistance" section below for more details, terms and conditions).
- > Services provided pursuant to the Used Vehicle Warranty are to be provided by our dedicated Škoda network.
- > The Škoda Used Vehicle Warranty ensures only genuine new replacement parts are used during repairs.

The Škoda Used Vehicle Warranty is provided to You by Škoda New Zealand and underwritten by Provident Insurance Corporation Limited.

- > Škoda New Zealand, 1 Nixon Street, Grey Lynn, Auckland 1140. Phone 09 360 2911. Email info@skoda.co.nz
- Provident Insurance Corporation Limited, Takapuna Beach Centre, Level 1, 61 Hurstmere Rd, Takapuna, Auckland 0622, New Zealand, Phone 0800 676 864 Email: info@providentinsurance.co.nz.

Your policy consists of Your Registration Certificate, this policy document, the information You provided when You applied for this insurance and any changes e may agree with You in writing.

Important information

It's really important that You read and understand this Used Vehicle Warranty Booklet.

This Warranty comes with a 'cooling off period' of 21 days where You can change Your mind, ask for a cancellation and receive a full refund, provided You have not already made a claim against this Warranty.

False or misleading information

In providing You with this Warranty, We have relied on the information You have provided to Us. You have a legal duty to tell Us about any information that may be material to this Warranty.

If You know about but don't inform Us about something that could be relevant to Us providing You with this Warranty, or You provide Us with information that is not correct or incomplete, We reserve the right to alter the terms and premium.

Depending on the significance of the misinformation, this could result in Your Warranty being terminated, or avoided from inception which would mean it was as if the Warranty never existed and no claim could be made.

If You are unsure, give Us a call and We can help You out.

Our contact details

You can contact Our friendly team by calling Us between the hours of 8.00am and 5.00pm Monday to Friday.

If calling from Auckland, phone (09) 484 0078 or outside Auckland on 0800 676 864

Alternatively You can email Us at info@providentinsurance.co.nz

Our postal address is PO Box 33 743, Takapuna, Auckland 0740

Our physical address is Takapuna Beach Centre, Level 1, 61 Hurstmere Road, Takapuna, Auckland 0622



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Introduction

Your Škoda Used Vehicle Warranty consists of Your most recent Registration Certificate, this Warranty Booklet, the details You provided when You applied for this warranty, and any changes We agree with You in writing.

This Booklet contains the details of Your warranty. How Your warranty works, what is covered and for how long, what is not covered, Your responsibilities and how to make a claim.

Please feel free to call Us if You have any questions regarding this warranty. Your Registration Certificate will show the details and Warranty terms specific to Your vehicle.

Can I change my mind and cancel?

You can cancel this Warranty within 21 days after the date on which You purchased the Warranty. This is referred to as a 'cooling off period'.

If You decide to cancel this Warranty , You can let Us know in writing by email or post, or in person by visiting Our office. If You cancel the Warranty within the "cooling off period" We will provide You with a full refund of the premium You have paid, provided You have not made a claim under Your Warranty. Cancellations outside of the 'cooling off period' will not generate a refund, unless We have failed to comply with Our disclosure requirements relating to warranty agreements under the Fair Trading Act 1986.

What your Used Vehicle Warranty covers?

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.

Claim limits and excess

A Claim limit of \$10,000 including GST per any one claim will apply, inclusive of parts, labour and outwork, and provided always that the amount of the claim does not exceed the market value of the vehicle.

A \$350 excess will apply if all vehicle servicing and maintenance is carried out by an Authorised Škoda Dealer, where servicing and maintenance is not carried out by an Authorised Škoda Dealer a \$500 (including GST) excess will apply.

How to make a warranty claim?

Your Authorised Škoda Partner will handle all warranty claims. Once a defect is noticed:

- 1. Please take Your vehicle immediately to the nearest authorised Škoda Partner.
- 2. Discuss the nature of problem and condition with that authorised person. Provide the service history and other relevant information.
- 3. The authorised Škoda Partner will investigate and determine if the fault is covered by this Škoda Warranty.
- 4. The authorised Škoda Partner will advise You any costs You may be liable for including excess.
- 5. The authorised Škoda Partner will co-ordinate the approved repairs in the shortest time possible and keep You informed of the repair progress.
- 6. On completion of the repairs, You will be required to pay the excess if applicable and any other charges on collection of Your vehicle.

Note: You may be liable for lawfully permitted Diagnosis and/or repair costs if the failure is not covered by this Škoda Warranty.

What is not covered by the Used Vehicle Warranty?

The Used Vehicle Warranty is only available to private customers. Vehicles used for hire or reward including fleet, government and commercial operators are excluded.

The following are also not covered by the Used Vehicle Warranty:

Excluded components

The following components of Your vehicle are not covered:

- Trim, paint, upholstery, heated seats, communication systems, entertainment systems (unless factory fitted), remote controls, GPS (unless factory fitted) or any cosmetic items.
- Batteries, tyres, exhaust, chassis, panels, manual clutch, fly wheel, catalytic converters, diesel particulate filters, fuel tanks, bulbs, keys, air bag suspension, mountings, 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 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 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.

What the customer must pay for?

In addition to repairs that do not fall under the term "defects from manufacture", the Škoda Used Vehicle Warranty does not cover the costs of routine maintenance of your vehicle. You must pay for the following in addition to Your purchase of the Škoda Used Vehicle Warranty:

- 1. Prescribed maintenance and service adjustments to Your vehicle and
- 2. Parts or fluids used in connection with these.
- 3. Wheel alignments, wheel balancing and other adjustments relating to normal wear and tear.

- 4. Any parts that wear out as part of their normal operation e.g. clutch linings, brake discs and pads, brake linings, globes of all types (including Bi-Xenon and LED), fuses, trims, brakes, diesel particulate filters, catalytic converters, all belts, tyres, wiper blades, spark plugs, filters, Satellite Navigation update disks and all other parts of Your vehicle that have been subject to normal wear and tear.
- 5. Damage to DVD/Navigation units caused by misuse or using copied CDs or DVDs.

Servicing

Your vehicle must be serviced in accordance with the manufacturer's technical guidelines. Any damage to, or defect in, the vehicle caused by poor or insufficient servicing will not be remedied under the vehicle's warranty. Please ensure that You maintain sufficient records to enable the Škoda authorised network to confirm that the vehicle has been appropriately serviced. In any event, please ensure that the Service schedule book in Your vehicle is stamped by the retailer/ authorised repairer carrying out the service work.

Ways this Used Vehicle Warranty will end

- > On expiry of the Period of Cover (as noted on the Registration Certificate);
- > If the vehicle is written off as a total loss:
- If the ownership of the vehicle is changed and this Warranty is not transferred in accordance with the Transferability clause;
- If You cancel within the 14 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 "What are my responsibilities" section below and We decide to cancel Your Warranty.
- > We may cancel Your warranty at any time, for any reason, by giving you 14 days' notice to Your last known email or postal address that We hold. If We cancel Your warranty, We will refund Your premium for the remaining Period of Cover, calculated on a pro-rata basis. We will not refund any premium if You have made a claim under Your warranty, or make a claim, which We accept within the 14-day cancellation notice period.

What are my responsibilities?

Your responsibilities to Us under this Warranty are:

- > You must tell Us all material information before purchasing or renewing this Warranty. Material information is information which may affect Our decision on whether or not to accept Your application for warranty and on what terms. If You are unsure of what information You need to tell Us, ask Us by calling (09) 4840078, if calling from Auckland, or if outside of Auckland phone 0800 676 864 and We will help You.
- > You must provide Us with full, truthful and accurate information at all times, including when applying for this warranty, when You make a claim under this Warranty, and in response to any questions We may ask of You.
- You must tell Us of any material change in Your circumstances that may affect any aspect of this Warranty. If You are unsure of whether You need to tell Us about a change, call us on (09) 4840078, if calling from Auckland, or if outside of Auckland phone 0800 676 864 and We will help You.
- > You must pay Us the premium (as shown on Your Registration Certificate) by the specified date. This Warranty 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.

What happens if I don't meet my 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 Warranty if the amount would not have been paid had You met Your responsibilities.
- > Cancel Your Warranty.
- Change Your Warranty terms and charge You an additional premium amount calculated as the amount that would have been charged had You met Your responsibilities.
- > Avoid Your Warranty from inception (this means it is as if it never existed) and avoid any liabilities or claims (You may forfeit some or all of the premium You have paid to Us).

What if I wish to make a complaint?

If You have a complaint about any aspect of this Warranty or the service We have provided You, please follow these steps:

- First, please contact one of Our customer representatives on (09) 4840078, if calling from Auckland, or if outside of Auckland phone 0800 676 864.
- 2. 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.

For further details about how Our Complaints Resolution Process works please refer to Our website.

Your personal information

We know that how We collect, use, disclose and protect Your information is important to You, and We value Your trust. That's why protecting Your information and being clear about what We do with it is a vital part of Our relationship with You. We collect personal information We need from You during Your interactions with Us and from others with Your consent in providing You with this warranty, in order to:

- > Evaluate Your application for cover under this Warranty;
- > Set Your premium and excess;
- > Assess and process claims You make; and
- > Provide You with information on Our other related products and services, or for other purposes if permitted by law.

We are the intended recipients of Your personal information and will hold this information (Provident Insurance Corporation Limited, PO Box 33743, Takapuna, Auckland 0740).

We are required to collect Your personal information under Your legal duty (as a person seeking insurance) to tell Us (as an insurer) material facts relevant to the cover 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 Your application for cover under this warranty 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 warranty, including but not limited to: Škoda New Zealand, 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. We may also share Your information with third parties if required by law.

We generally record inbound and outbound telephone calls for operational and training purposes.

We take reasonable steps to ensure Your Personal Information is safe. You can contact Us about the information We hold about You, to request a copy, and correct or delete under certain circumstances the information We hold about You.

Financial strength rating

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

Fair insurance code

Provident Insurance Corporation Limited is a member of the Insurance Council of New Zealand, therefore We must comply with the Fair Warranty 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.

Škoda has you covered 24/7

If your Škoda is immobilised for any reason, one call to 0800 756 322 will have you up and running in no time.

All Škodas purchased from an authorised New Zealand dealer are covered free of charge for the period of the warranty. We want every Škoda driver to have peace of mind on the road.

Vehicle recovery

We will transport your vehicle to the nearest authorised Škoda dealer. If you are towing a boat, caravan or trailer that can be transported using the same recovery vehicle dispatched for your Škoda, we will transport the attachment for free. If another recovery vehicle or second trip is required, we can transport the attachment at your own expense.

Emergency accommodation

We will provide up to three nights accommodation for you and those travelling with you (up to a maximum of \$120 per night, GST included).

Alternative transportation

We will arrange for alternative ground transport to help you and any travel companions return home or reach your next destination within New Zealand. This can include a rental car for a maximum of three days (up to \$120 per day, GST included) or a taxi up to a cost of \$50, GST included. We will provide a combination of alternative transport and accommodation up to a maximum overall value of \$360, GST included.

For breakdowns within 100km of home or if the vehicle can be repaired within 24 hours, elements of the Škoda Roadside Assistance may not apply. Representatives at 0800 756 322 will advise how Škoda can best assist you in having your vehicle repaired or recovered.

If you require emergency lock and key assistance

Lockout

We will send a service provider to your location to open your vehicle. You or your authorised driver may be required to sign an indemnity releasing the service provider and First Assistance from liability should the forced entry cause damage to your vehicle.

Lost or broken keys

If you need a replacement key, we will do one of the following:

- > Send a locksmith to your location to make a replacement (where possible).
- > Arrange for your vehicle to be transported, free of charge, as per conditions listed under 'Vehicle Recovery'.
- Have your key couriered from your home or your original dealer within 24 hours (depending on the availability of courier services). The cost of actual replacement keys will be at the driver's expense.

If you accidentally run out of fuel

We will provide you with free delivery of 10 litres of fuel. Although you are required to pay for the fuel, the delivery is free of charge.

If your windscreen shatters

We will refer you to the nearest authorised Škoda repairer. You'll be required to pay the repairer directly, but you may be able to claim the cost on your motor vehicle insurance.

If you require emergency travel assistance

We can assist in booking accommodation or making alternative travel arrangements if you are unexpectedly delayed. If your travel documents are lost or stolen within New Zealand, we can assist in cancelling and reissuing them for you. We can also offer advice if you're lost on the road.

If you require medical assistance

We provide 24 hour access to trained medical staff who will advise you by phone. We can refer you to a local doctor, dentist, chemist or hospital as required. We can also help arrange hospital admission, transfer of your medical records, repatriation to a place of treatment closer to home, or communication with your family doctor, relatives and friends from anywhere in New Zealand.

If you need to contact friends or family

We will pass on any urgent messages so friends and family won't worry about you.

Please note:

- Škoda Roadside Assistance does not cover your vehicle following an accident. In the case of a motor vehicle
 accident, the Škoda Roadside Assistance benefits of vehicle recovery, emergency accommodation and
 rental car do not apply. Your comprehensive motor vehicle insurance should cover this event.
- 2. The Škoda Roadside Assistance is limited to the assistance benefits outlined in this booklet. All costs relating to maintenance and repair of the vehicle remain the responsibility of the owner.
- Refer General Exceptions.
- 4. In most cases the roadside assistance will be provided by a representative of First Assistance. Their job is to get you mobile again or to the nearest dealer where more in-depth repairs can be carried out.

General conditions

- 1. The Škoda Roadside Assistance programme reserves the right to decline assistance if your vehicle:
 - a. Has a re-occurring electrical or mechanical fault arising from abnormal use or being driven against the recommendation of the authorised dealer, and/or if the vehicle has not been serviced to the manufacturer's recommendation and maintained in a safe and roadworthy condition.
 - b. Is temporarily disabled by floods, snow affected roads, bogged or embedded in sand or mud or is not easily accessible due to other adverse conditions.
 - c. Is not on public or legally formed roads.
- 2. The Škoda Roadside Assistance emergency operations centre must be contacted when a breakdown or other incident arises that may be the subject of a claim, as the scheme cannot provide reimbursement unless the Škoda Roadside Assistance programme has given authority for the goods and/or services to be provided.
- 3. The Škoda Used Vehicle Warranty is fully transferable by the original owner of the policy during the warranty period providing no claims have been made against the policy. To transfer your warranty, please contact info@skoda.co.nz or your nearest Škoda Partner.

General exceptions

The Škoda Roadside Assistance programme will not offer assistance or reimbursement in the event of a call arising as a result of:

- 1. The use of your vehicle for motor racing, rallies, speed or duration tests, time trials or any abnormal vehicle use.
- 2. Loss or damage to the contents of your vehicle.
- 3. Any goods, services or arrangements supplied by an agent or person not acting on our behalf.
- 4. A motor vehicle accident (your comprehensive motor vehicle insurance should cover you in this event).
- 5. Snow chains on your vehicle. We will refer you to a local service provider.
- 6. The owner, the driver or a passenger:
 - a. Causing intentional damage or injury.
 - b. Participating in a criminal act or offence.
 - c. Willfully exposing themselves to danger (exempt in an attempt to save a human life).
 - d. Being under the influence of intoxication from liquor, solvent abuse or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
 - e. Voluntarily not observing the transport regulations in New Zealand where the breakdown, or any other incident, occurs or the practice of activities not authorised by the local authorities.
 - f. Leaving your vehicle unattended while waiting for roadside assistance.
- 7. The owner, the driver or passenger entering into any agreement where, or which could mean, additional liabilities are incurred.
- 8. The owner, the driver and any passengers incurring costs:
 - a. Which would normally have been incurred on the journey (such as petrol or hotel accommodation).
 - b. Which are reimbursed from another source unless specifically specified.
- 9. The owner, the driver and any passenger incurring costs for:
 - a. Petrol, insurance and ancillary charges relating to vehicle rental.
 - b. Meals, beverages and ancillary charges relating to accommodation unless specifically authorised.
- 10. Consequential loss of any kind.
- 11. War, terrorism, civil unrest, act of God, forces of nature, radioactivity, falling objects, or other aerial devices.



0800 756 322

www.skoda.co.nz

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