

my
on road plan
Keeps me on the road

Terms & Conditions

MTDP004



Congratulations on signing up to a My On Road Plan membership! It's great to have you on board.

We do our best to simplify car maintenance and ownership, breaking the cost into regular payments so you don't get stung when things become due. We think it's an awesome concept, but it can be tricky to wrap your head around. If you have any questions please let us know – we're here to help!

It's not news to anyone that Terms and Conditions aren't the most exciting things in the world, but we've tried to keep them short and readable. On the bright side, they tell you all about the cool stuff your membership entitles you to!

Cheers, and happy motoring,

The Team at My On Road Plan.

You may cancel your membership within five working days from the date of signing by advising us in writing. Other termination conditions are set out under Terminating This Membership. Our terms and conditions change from time to time. Please visit our website for the latest version.

MEMBERSHIP ENTITLEMENTS AND BENEFITS

WOF Inspection

Membership includes an annual Warrant of Fitness (WOF) inspection on the Vehicle nominated in the Application Form. Three months after you join the membership programme you will be entitled to the WOF inspection on the date it's due in accordance with the NZTA. It includes all official fees associated with such inspection. If the WOF fails, you will have 28 days to complete the required repairs and go back to the service provider to have the WOF reassessed without charge, outside of this, an additional WOF inspection will be required at your cost. Note that this is a WOF inspection only and does not include any repairs required to pass the WOF inspection. Any repairs required are your responsibility and are to be paid by you directly to the repairer.

Motor Vehicle Registration

Membership includes a current Registration Certificate for the Vehicle nominated in the Application Form. Three months after you join the membership programme you will be entitled to the first Registration Certificate on the date it's due in accordance with the NZTA. It includes all official fees associated with obtaining such Registration Certificate for the period going forward, however it does not cover backdated fees owing from before the membership was started. This can be posted to you or a reprint can be collected from your local Post Shop for a small fee. Note that if your vehicle has not passed a current WOF inspection we cannot legally issue a Registration Certificate. It is your responsibility to ensure your vehicle always has a current WOF.

Safety Checks

A safety check is a quick inspection to check the road safety of your vehicle. Safety checks can be booked through the My On Road Plan team at participating Service Providers. These are best used between WOF inspections or before going on a long trip for peace of mind.

Subscription Servicing

If this option is selected with your membership, it includes an annual or six-monthly service of the Vehicle as selected by you (starting from the date you join the membership). This vehicle service cycle will continue whilst your membership is active and current.

Service Credits Option

If this option is selected, you will nominate a portion of your membership fees to accrue as Service Credits. These Service Credits will accumulate and when a sufficient balance is available, be used to service your vehicle. If you wish to change your service interval or type of service you may vary the amount of Service Credits purchased with your membership payments or even make top up payments at any time.

Repair Credits Option

If this option is selected, you will nominate a portion of your membership fees to accrue as Repair Credits. These Repair Credits will accumulate and can be used to pay for repairs on your vehicle.

Accident Helpline

If this option is selected with your membership the following applies:
Access to two calls per membership year to the 24/7 Accident Helpline. The service is still available to use for additional calls, however this will be at your cost. All services organised on your behalf through the Accident Helpline will be at your expense.

Roadside Assistance:

If this option is selected with your membership the following applies:
Three call-outs per year of membership and 24/7 access to the following services;

Flat Battery

The initial call-out to organise for a jump-start for the vehicle is provided at no charge subject to policy limits. Battery replacement can be carried out at your expense.

Emergency Fuel

The initial call-out for the delivery of emergency fuel is provided up to 5 litres of regular petrol or diesel where possible, the cost of the fuel provided is at your expense. Alternatively, a tow to the nearest petrol station can be provided at no charge subject to policy limits.

Lost keys or lock outs

Forced entry into the vehicle can be attempted to recover locked in keys only if requested or instructed to by the registered vehicle owner. My On Road Plan will not be held liable for any damage to the vehicle from an attempted break in. Assistance can be provided with locksmith services for lost or stolen/damaged locks, but all costs associated with this will be at your expense.

Flat Tyre

Assistance to fit the serviceable spare-wheel in a puncture situation will be provided at no charge subject to policy limits. Assistance arranging mobile or in house tyre replacement or repair services can be provided at your expense.

Towing

If the vehicle cannot be mobilised, the initial tow of the vehicle up to \$100 incl GST will be covered. If the towing costs exceed the \$100 limit this will be at your expense. Vehicles over 3500kg or over 5.5 metres in length will require heavy salvage equipment, this will be arranged on a case by case basis at your expense.

Technical Advice

As the majority of Roadside Assistance Operators are mechanics, Operators solve or assist many cases over the phone e.g. warning lights, operation of vehicle components, immobilisers, alarms, technical advice re engine fluids etc.

Policy Limits – Roadside Assistance

1. Service will be provided as per the entitlements above and cover the initial costs of the call-out to a maximum of three (3) cases per year of membership for any one registered vehicle up to \$100 incl GST per event. Any assistance over the \$100 limit or assistance for accident or damaged vehicle towing can be arranged but at your expense.
2. Service will only be provided for one call-out per incident. Any additional requests for assistance for the same event will be declined.
3. Roadside Assistance Coordinators will be available by telephone answering in English twenty-four (24) hours a day, seven (7) days a week in the provision of the Services for members in New Zealand.
4. Services can be provided to the driver beyond those noted above at the policy holder's expense and can be paid via their credit card over the phone. A quote will be provided if the additional costs go over the policy limits and advise the customer their credit card will be used to debit these costs from. Payment will be taken through the DPS (Direct Payment System) and adheres to merchant services and is PCI compliant.

GPS Security Tracking

If this option is selected with your membership the following applies:

1. GPS Tracking systems are at the members cost unless installed under a Go Car Finance loan agreement. Customers will pay the upfront fee directly to My On Road Plan prior to installation.
2. Once installed, the owner of the vehicle has full ownership of the GPS tracking system, unless under a Go Car Finance contract, and any damage or repairs post installation are the owner's responsibility, unless agreed by My On Road Plan.
3. The ongoing cost of communication with the service provider of the GPS tracking unit is covered if selected under the My On Road Plan membership, unless it is covered under a Go Car Finance contract, as long as the payments for the plan are maintained and will cease to continue should the plan be terminated by either party.
4. You agree that during the term of the My On Road Plan membership that data from the GPS tracking unit will be accessible to our staff via our internal systems and to yourself through your membership login via the My On Road Plan mobile application and website (once developed). Any third party request for the use of the information will require the member(s) approval in writing before disclosure unless the information is provided to the New Zealand Police as part of a vehicle recovery request.
5. You agree that once your membership ceases, that the GPS tracking system remains your responsibility and can be uninstalled or remain in the vehicle at your discretion and cost.
6. You agree that once your membership ceases that you will no longer have access to the tracking or other functionality of the GPS tracking unit.

GENERAL CONDITIONS AND EXCLUSIONS

My On Road Plan shall not be held responsible for and is not required to provide any Services where any of the following occur:

1. Where the Vehicle has undergone unauthorised modifications (including without limitation any replacements, removals or additions) not in conformity to the

manufacturer's specifications or the Vehicle has been modified for racing, trials, or rallying or any Accident or any claim for Service has arisen in respect of such races, trials, rallies or participation in such activities.

2. Where the Vehicle is carrying more passengers, or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications or arising from or in connection with the improper, unauthorised, reckless or negligent operation of the Vehicle or misuse of the Vehicle.
3. Loss or damage directly or indirectly occasioned by or happening or in consequence of war, invasion, weather events, terrorism, riot, or civil commotion or sabotage or any other similar events.
4. Provision of Services requested is outside New Zealand.
5. Mechanical breakdown due to driver related damage or misuse of the vehicle.
6. The Vehicle is not in a roadworthy condition or to a Warrant of Fitness standard
7. My On Road Plan shall not be held responsible for any damage to or theft of objects and accessories that are left in or outside the Vehicle but exercise all due care to leave the vehicle secure where able to do so.
8. My On Road Plan will not be responsible for the cost of any breakdowns resulting from unauthorised repairs or from faulty workmanship. Towing assistance will not be provided for towing from a repairer's premise or garage.
9. My On Road Plan will not be responsible for the cost of any breakdowns caused by the fitting of accessories to the Vehicle which are not genuine or are not from the original manufacturer or which are not approved by the manufacturer.
10. The vehicle is not accessible by a two-wheel drive recovery vehicle.
11. Costs relating to parts, labour and any other associated costs for the repair of the member's vehicle, including replacement batteries or tyres, shall be at the cost of the member.
12. Any subsequent call-outs required after the initial failure for the same related case will be at the members expense.
13. Once the Driver has contacted a Roadside Assistance Operator for a breakdown service, it is vital that they are with the Vehicle at the designated time of arrival of the service contractor. If the Vehicle is unattended, then work cannot be carried out on the Vehicle and payment maybe required for any subsequent call-outs prior to sending further assistance. In certain cases, due to circumstances where wait times maybe excessive a time will be made for the driver to meet the provider at the vehicle.
14. Services will only cover up to five litres of oil, additional oil is at your expense.

MEMBERSHIP FEES

Your membership fees can be paid in several ways. Your 'Legals' can be paid as part of your Regular Payment or can be financed through Go Car Finance (refer to Go Car Finance for this option). All other optional products are paid for by your Regular Payment. The agreed Regular Payment amount will begin on the Start Date and at intervals specified in the Membership Form. In addition, a Direct Debit form will be signed by you. You agree to notify us in writing if you change bank accounts and you will complete a replacement Direct Debit form if required. Alternatively you may set up an automatic payment to cover your membership fees.

We reserve the right to change the membership fees to reflect a change in our costs or cost structure, providing we give you one month's notice in writing. If you do not wish to continue your membership at the new fee you may terminate your membership without penalty.

APPROVED MY ON ROAD PLAN SERVICE PROVIDER

Vehicle servicing, WOF inspections and repairs can take place at one of the service providers approved by us (Service Provider). You may request that we add a service provider to our approved list of service providers, however we reserve the right to reject such a request at our sole discretion and without explanation. We also note that the approval process for adding an alternative service provider may take up to two months. All services, repairs and purchases made using your Service or Repair Credits must be completed by an approved My On Road Plan Service Provider.

TRANSFERRING YOUR MEMBERSHIP

If you sell the Vehicle nominated in your Membership Form, the new owner of the vehicle may take over the membership of the My On Road Plan and continue the membership as if they were the original member. If the new owner does not wish to take over the membership, you may terminate your membership without incurring additional fees by providing us one month's written notice. You may also nominate another vehicle to transfer any unused benefits to.

TERMINATING THIS MEMBERSHIP

Termination by you

Five-day cool down period

Your membership may be terminated at any time within five-days of the initial signing by notifying us in writing.

Termination

You may terminate your My On Road Plan membership at any time by providing one month's written notice of your intention to terminate. This also applies to any of your Optional Products which can be added or removed to your membership independent of each other. We will stop all Direct Debits of fees after the end of the notice period. No termination fee will apply.

If you decide to terminate your membership and you have prepaid your Legals (through your Go Car Finance loan and your loan payments are up to date or have been paid in full), your entitlements will continue for the rest of the prepaid 12 months and you will not be entitled to a refund.

Any Service or Repair Credits will not be refunded but you may use them to purchase a service, repairs or products through My On Road Plan or an approved My On Road Plan Service Provider at our sole discretion.

Termination by us

If you breach any of the terms of this contract, we may terminate your My On Road Plan membership immediately and at any time by giving you notice in writing. Reasons may include (but are not restricted to):

1. The failure to pay the required fees on the due date
2. Carrying out of any illegal, unsafe or offensive activity at our premises or at the premises of a Service Provider/contractor.
3. Notification to My On Road Plan from Go Car Finance of non-payment.

If your membership is terminated for any reason under this section because of a breach of contract, we are entitled to recover any associated costs and/or losses associated with the breach or termination.

OVERDUE PAYMENTS

If your membership fee payments are in arrears your entitlements or benefits of the My On Road Plan membership will be suspended while they remain unpaid. If membership fees remain outstanding for a period of four or more weeks, it will constitute a breach of this contract and we may terminate your membership under the terms and conditions set out in the section Terminating This Membership.

It is your responsibility to ensure the Direct Debit is honoured and to pay all your own bank fees, including any fees your bank may charge if your account is overdrawn because of our Direct Debit. If you fall behind on your Regular Payments an amount from your Service and/or Repair Credits will be transferred to cover the arrears.

We can charge you our reasonable administration costs for failed Direct Debit or other missed payments. If your account with us is more than four weeks in arrears we can send it to a collection agency. If we do, you must pay all our reasonable costs associated with the debt collection including but not limited to our actual legal fees.

OUR LIABILITY TO YOU

You have rights under the Consumer Guarantees Act 1993 in addition to the rights provided under this contract. To the extent possible, where the member is a business or the vehicle is used for business purposes, the Consumer Guarantees Act 1993 will not apply.

We will not be obliged to give you any refund if you fail to avail yourself to the membership benefits or if you terminate this contract.

CHANGES TO THIS MEMBERSHIP

We may need to make changes to this document from time to time. Any changes will be advised by electronic communication with one month's notice and will be posted on our website www.myonroadplan.co.nz. If you do not accept our changes to the terms you may terminate your membership without penalty by providing one month's written notice to us.

DEFINITIONS

1. 'Accident' means a collision or impact between the registered Vehicle and another Vehicle or object or an attempted break in or theft of the Vehicle.
2. 'Breakdown' means a mechanical or electrical failure, which causes the Vehicle to be immobilized or renders it unsafe to drive provided this is not occasioned by accident including basic call-outs such as flat tyre, locked or lost keys, out of fuel and flat battery.
3. 'Credits' refers to a pre-paid amount that can be used to pay for approved servicing, repairs or products.
4. 'Driver/Member' means the driver/member of a Vehicle registered under the Roadside Assistance program and authorised to drive the Vehicle.
5. 'Legals' refers to your WOF, registration & safety checks included in your membership.
6. 'Motor Vehicle Registration' includes a current Registration Certificate for the Vehicle nominated in the Membership Form.
7. 'My On Road Plan' refers to My On Road Plan Ltd and its authorised agents.
8. 'Optional Products' refers to extra products you may include in your membership; servicing, Roadside Assistance, Accident Helpline and Repair Credits.
9. 'Policy' means the customers Insurance and Roadside cover for their registered vehicle.
10. 'Recovery' means the relocation of the failed Vehicle by a towing operator, Vehicle Transport Company (road or rail) to the intended destination.
11. 'Regular Payment' refers to payments made weekly, fortnightly or monthly.
12. 'Services' means those services set out in Roadside Assistance of this Agreement. It applies to only one call-out for that event, more call-outs required for the same event will be at the policy holders expense.
13. 'Service Provider' is a provider approved by My On Road Plan where approved Vehicle servicing, WOF testing and repairs can take place.
14. The singular shall include the plural and vice versa and reference to any gender shall include all genders.
15. 'Tow or Transport' means that the Vehicle will be towed or transported by the most appropriate equipment available, dependent on the services available, the location of the Vehicle and the time that the breakdown occurs.
16. 'Vehicle' means any duly registered Motor Vehicle covered under the Program, and complying with the relevant provisions, laws and regulations for road worthiness and use.
17. 'WOF Inspection' includes an annual Warrant of Fitness (WOF) inspection on the Vehicle nominated in the Membership Form when it is due.

PRIVACY WAIVER

My On Road Plan Ltd is committed to protecting your privacy. However, we need to get and share information with other parties to help us administer your membership. You have the right to know who is collecting information about you and the right to access it and correct it if it is wrong. You may request the full details of every organisation or person to whom My On Road Plan Ltd has disclosed information about you.

You consent to us collecting, using and disclosing your personal information for the following purposes:

- Administering your membership and facilitating benefits. This can include but is not limited to sharing your information with any third parties such as roadside assistance providers, service garages, and other suppliers when necessary.
- Verifying any information that you give to us (or information that we may collect from other sources) with third parties and third-party databases, including Government agencies (e.g. NZ Transport Authority, Motor Vehicle Register, PPSR), your employer, or other related companies – to help us verify your identity now or in the future and to verify the information in this or subsequent applications
- Verifying any information that you give to us (or information that we may collect from other sources) with third parties and third-party databases for the purposes of fraud prevention and/or the Anti-Money Laundering and Countering Financing Terrorism Act 2009
- Where you have voluntarily given us your driver licence information, this information may also be disclosed to credit reporting agencies, New Zealand Transport Agency and the Ministry of Justice as part of the checks we undertake with them
- Any potential assignee, transferee or other person whom we may enter into contractual relations in connection with this membership or any third party and insurance providers who has or may have an interest in this membership.
- Debt recovery including appointing an agent to collect any outstanding debts and listing defaults with credit reporting agencies

You authorise any third party to provide your personal information to us for any of these purposes.

COMMUNICATION

You consent to us sending you marketing material and/or messages electronically or otherwise, even after your membership account has closed (unless you have notified us otherwise in writing). My On Road Plan consents to receiving electronic communication from you at the email address [displayed at www.myonroadplan.co.nz.]