

OETTINGER INSURANCE POLICY

12 - Month Cover - Parts and Labour

Australia-wide cover with 24-hour breakdown service included.

COVER

- NSA Tuning 2** Vehicles up to 2 years old, max. 100,000 km
 (Coverage only available whilst car is under new car warranty)
 Supplement for 4x4 vehicles
 Turbo/supercharger/gas turbine option

Possible extension of cover (after 12 months have elapsed):

- _____ number of additional months* excl. turbo/4x4
 with turbo **or** 4x4
 with turbo **and** 4x4

- **Maximum cover up to 3 years after first registration of vehicle**
- **Coverage only available whilst car is under new car warranty**

Date of delivery of vehicle and commencement of cover

Duration of cover (months).....

OWNER OF VEHICLE

<input type="checkbox"/> Mr.	<input type="checkbox"/> Ms.	<input type="checkbox"/> Firm
Last name	First name	Street and no.
Postcode	Town	Tel.

VEHICLE DATA

Make	Model	Exact cylinder capacity
Fuel type	Chassis number	
Date of first registration	Actual kilometer count on date of purchase	Registration plate number
<input type="checkbox"/> Automatic transmission	<input type="checkbox"/> Manual transmission	

The insured confirms that the above data are correct and that he has perused the General Conditions of Insurance. The seller confirms by his signature below that he is legally empowered and authorized to sell insurance cover in the name of NSA.

Oettinger Dealer	Signature of dealer	Signature of insured
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Return this page to fax: 07 3217 4941
1:CONDITIONS

Note: Euro dollar amounts will be converted to AUD \$ as of the date of claim receipt

	NSA TUNING 2
Vehicle	Up to 2 years old*
Kilometre count	100,000 km
Maximum cover	EUR 2,580.00 (EUR 6,450,00 for engine damage)
Excess	10%, min. EUR 97.00
Duration of cover	12 months Max. cover up to 3 years from first registration

* The age of the vehicle is counted in complete years reckoned from the date of first registration. Example: on 1st January 2000, a vehicle first registered on 12th September 1997 is placed in the category "up to 5 years"; a vehicle first registered on 1st February 1998 is placed in the category "up to 2 years".

2. COMPONENTS AND PARTS COVERED

COVER

Engine

Cylinder block, camshaft, pushrods, valve rockers, camshaft wheel, inlet manifold, exhaust manifold, cylinder head, cylinder head gasket, pistons, rings, connecting rods, valves, valve guides, carburetor, crankshaft, crankshaft housing, oil cooler, sump, oil pump, bearings, idle setting motor.

Turbocharger (option)

Turbocharger, compressor, gas turbine, charge air cooler.
Damage covered to max. 100,000 km.

Mechanical transmission

All component parts, incl. pinions, selector forks, synchro rings, drive shaft, main shaft.
Excluded: housing

Automatic transmission

All component parts, incl. shafts, planetary gears, discs, bands, valves, oil pump, regulator, safety valves.
Damage covered to max. 140,000 km.

Transmission shafts

All the components listed under the headings "Mechanical and Automatic Transmissions" incl. propeller shaft, propeller shaft bearings, drive axles, electronic control devices.

Drive axles

All lubricated component parts, incl. differential, pinions and wheel bearings.

4x4 (option)

Differential drives, fluid coupling, differential lock.

Brakes

Brake servo, brake master cylinder, vacuum pump, braking power regulator, pressure limiting valve, ABS, ABS control unit, servo brake, wheel brake cylinders, ABS sensors.

Suspension

Lower and upper swinging arms, axles and suspensions, king pins and king pin rings, suspension arm rings.

Electrical equipment

Alternator, starter, screen wiper motor, central door locking motor, electric fan motor, motor control device, ignition coil.

**GENERAL INSURANCE CONDITIONS OF EUROPÄISCHE REISEVERSICHERUNGS AG FOR
"NSA TUNING 5" AND NSA TUNING 2" COVER**

Validity of the insurance: the insurance covers vehicles mentioned in the insurance policy and registered in **Australia** for 12 months after signature of the contract. Costs of any damage occurring within the first 30 days after sale of the vehicle will be borne entirely by the seller, subject to the terms of the NSA Tuning 2 policy.

1. Conditions of cover

NSA cover is applicable as follows:

- in accordance with the specific conditions mentioned in Point 1 of the insurance contract, entitled "Conditions";
- on the basis of the full description of the property covered contained in Point 2 of the insurance contract, entitled "Components and parts covered";
- from the **31st day** of "NSA Tuning 5" cover or the **1st day** of "NSA Tuning 2" cover, after registration of the vehicle (as defined by the date in the log book);
- for all vehicles of total weight 3,500 kg with the exception of:
 - Jeep Cherokee;
 - driving school vehicles;
 - rented vehicles;
 - vehicles used professionally for transport of persons;
 - ambulances, security vehicles, police cars or other vehicles used for special purposes such as fire service vehicles;
 - vehicles used for competitions, rallying or racing of any kind or for training related thereto, or for demonstration purposes;
 - vehicles used on contract by the army or civil defence services;
 - vehicles with a new value (catalogue price) in excess of EUR 97,000.00.

This list is not exclusive; EUROPÄISCHE reserves the right to refuse to cover any vehicle that does not correspond to EUROPÄISCHE criteria

EUROPÄISCHE will cover costs of up to **EUR 2,580.00** (EUR 6,450.00 in the event of engine damage) per incident, including all expenses and before deduction of the contractual excess of 10%, minimum EUR 97.00. All costs above this limit will be borne wholly and exclusively by the owner of the vehicle. EUROPÄISCHE will bear repair costs and if need be the costs of spare parts and labour, in accordance with the Eurotax scale (in the absence of manufacturers time allocations). EUROPÄISCHE reserves the right, in accordance with BAP90/BWR FFS, to deduct a proportion for added value in the event of total replacement and a write-down value for electronic equipment. Furthermore, EUROPÄISCHE reserves the right to use exchange parts or second-hand parts of equivalent value when such are available. Monies will only be paid out against the original invoice of the workshop that carried out the repairs.

2. Exclusions

The insurance does not cover any damage attributable to:

- normal wear and tear;
- excessive wear due to towing of trailers
- improper fitting or manufacturing defects recognized by the manufacturer
- external factors, in particular:
 - accident;
 - any kind of weather conditions (excessive cold or heat, flood, hail, etc.);
- parts not listed under the heading "Components and Parts Covered";
- overloading of the engine;
- driver error, e.g. failure to take note of instrument readings (temperature display, oil pressure gauge, warning indicator lights, supercharger pressure indicator);
- failure to respect prescribed tyre sizes, tread width, etc. (on 4x4 vehicles);
- failure to install an auxiliary oil cooler when towing (this concerns damage to automatic transmissions);
- rupture of a hose or seal in the oil or cooling system (engine damage);
- failure to adhere to manufacturer's recommendations;
- voluntary or negligent actions, such as deficient servicing and failure to perform normal obligatory maintenance operations (failure to check oil levels, etc.);
- theft of the vehicle or damage from vandalism (incl. consequential damage);
- events occurring before the contract was concluded, registered or came into effect.

The cover excludes all components and parts whose wear is exclusively related to the frequency of use of the vehicle and the distance driven, that is to say tyres, shock absorbers, brake linings, brake discs,

brake drums, clutch plate, battery, electric bulbs and components of the bodywork incl. hard top, hood, wings, bumpers and bumper shock absorbers, windows, windscreen, headlights and headlight glasses, screen wipers, mirrors and wheels or hub caps. Also excluded are interior fittings of the vehicle such as, among other parts, seats, seat fittings and covers, seat heaters, alarm systems, safety belts, air conditioning units, front and side airbags and their activation and deactivation devices, music systems (radios, cassette and CD players and CD changers), television sets, satellite navigation units, loudspeakers, amplifiers and aerials. Also excluded are accessories such as: latches, hoses, power supply conductors, metal or rubber tubes, electrical conductors, insulation rubbers (except insofar as they are necessary in the context of a repair). Also excluded are fluids such as petrol, coolant, oil or other lubricants, screen washer liquid. Generally excluded: defect and test analyses.

EUROPÄISCHE reserves the right to refuse all cover if the vehicle has not been regularly serviced by a registered dealer in accordance with the manufacturer's recommendations, as recorded in the service log. Customers should produce the completed service log when making any claim under the EUROPÄISCHE policy. The policy is not transferable.

3. Invalidity of cover

The premium falls due on the day of issue of the invoice. Should the insured not pay the premium due within 14 days, he will receive a written demand for payment within 14 days. If this reminder elicits no response, the validity of the insurance will lapse at the end of the period of notice. The insurance will not become effective again even in the event of a subsequent payment without the prior agreement of EUROPÄISCHE.

The insurance is also invalidated:

- in the event of the communication of false information of any kind;
- in the case of events occurring outside the period of validity of the insurance;
- in respect of incidents of which NSA is informed after the lapse of more than 7 days.

4. Procedure in the event of damage

NSA must be informed immediately of any damage to components covered by the insurance, and in any case before repairs are undertaken. NSA will examine the cover in the name of EUROPÄISCHE and will issue an approval number, provided EUROPÄISCHE agrees to cover the repair. The intervention or repair must be undertaken either by the seller or by a concessionaire or official agent of the make of vehicle. EUROPÄISCHE reserves the right to have the vehicle examined by an independent expert of its own choice, whose report shall be definitively binding upon both parties, both as regards the cause and origin of the claim event and as regards establishment and evaluation of the degree of damage. Furthermore, EUROPÄISCHE reserves the right to have the repairs carried out by a specific garage. All defective parts replaced must be kept at the disposal of EUROPÄISCHE for 6 months after issue of the approval number. In addition, detailed evidence of the defective parts repaired must be able to be produced on demand for EUROPÄISCHE.

No intervention undertaken prior to approval by EUROPÄISCHE will be either covered or retrospectively approved.

5. Miscellaneous regulations and obligations

- The vehicle must have been maintained and serviced in accordance with the maker's recommendations by the garage of the seller or by a concessionaire or agent of the make of vehicle.
- Should the service log of the vehicle be missing, the servicing department must carry out maintenance in accordance with the manufacturer's recommendations, the calculations of this department being taken as reference.
- The service log must be completed by the garage that carried out the service.
- NSA cover does not take the place of the manufacturer's guarantee or any repair or replacement carried out on behalf of the manufacturer in the case of a hidden fault or a defect rectified at the expense of the manufacturer independently of the guarantee cover. In such cases, a claim against EUROPÄISCHE up to the limit of the cover can only be made for additional damage resulting from the repair or replacement of parts which do not have to be covered by the contractual or legal obligation of the manufacturer, as provided for in these General Insurance Conditions and the special conditions of the guarantee contract.
- The insurance also excludes cases where the insured person is legally entitled to make claims against a third party, such as, for example, the rights of the purchaser to claim against the seller in respect of concealed defects which were known to the seller and were hidden on delivery of the vehicle.

6. Applicable law and jurisdiction

Supplementing these conditions, the Swiss law on insurance contracts (VVG) of 2nd April 1908 applies. The court of jurisdiction available to the insured person is that of his place of residence in Switzerland or the place of the registered office of EUROPÄISCHE in Basle.

GENERAL INSURANCE CONDITIONS OF EUROPÄISCHE REISEVERSICHERUNGS AG FOR NSA BREAKDOWN ASSISTANCE

1A) Validity of Breakdown Assistance

All vehicles registered in Australia for 12 months after signature of the contract. Costs of any incident occurring within the first 30 days (exception: accident) will be borne entirely by the seller, subject to the terms of the NSA Tuning 2 policy. Unless otherwise specified by the insured person not less than 24 hours before the end of the contract, NSA Breakdown Assistance lapses after 12 months. NSA Breakdown Assistance can be subscribed to in the first year only in combination with NSA insurance cover.

B) General provisions

If the person insured is compensated by a liable third party or that third party's insurer, compensation lapses by reason of that contract. If a claim is made against EUROPÄISCHE in place of the liable party, the person insured shall relinquish his liability claim to the amount of EUROPÄISCHE's expenditure. If the person insured has claims for damage against other concessionary insurers, the compensation covered by this insurance will only be payable up to a proportion of the total amount of all compensation. The court of jurisdiction available to the person entitled to claim is that of his place of residence in Switzerland or the place of the registered office of EUROPÄISCHE in Basle. As a supplement to these provisions, the Swiss law regarding insurance contract (VVG) of 2nd April 1908 applies. The insurance is valid within [Australia](#).

C) Incidents and services covered by the insurance

The insurance cover provided by EUROPÄISCHE applies when the vehicle described in the contract document suffers a **breakdown**. Persons entitled to claim are the owner of the vehicle or authorized driver and passengers (the first applicant). Hitchhikers are generally excluded. The following services are provided:

- towing of the vehicle to the seller, a concessionaire or an official dealer of the make of vehicle or repair at the place of the accident/breakdown up to a maximum total of EUR 200.00 (including small spare parts brought by the breakdown assistant and necessary to restore the vehicle to drivable condition, but excluding other material costs);
- parking (storage) charges;
- salvage costs on the vehicle not exceeding EUR 1,300.00;
- transport of spare parts;
- rented vehicle of equivalent class up to EUR 60.00 per day or cost of the return journey of persons on board the vehicle to their home if the vehicle is unusable and cannot be made operational again within 48 hours. Maximum compensation EUR 600.00 per incident;
- return of the vehicle organized by EUROPÄISCHE if it cannot be repaired within 48 hours. These costs will be borne to an amount not exceeding the cost of the time of the vehicle used for the return.
- rail travel to the place where the vehicle is waiting if the owner does not wish to recover it himself;
- customs charges on the vehicle if it is a total write-off and can no longer be returned to the country of residence of the person insured.

D) Exclusions

The insurance does not cover incidents:

- Which had already occurred or were recognizable at the time the contract was concluded;
- Related to military actions or official requisition;
- occurring at the place of permanent residence of the person insured;
- Attributable to participation in competitions, racing, rallying or training for such activities;
- caused by voluntary or reckless act or negligence by the person insured;
- occurring when the vehicle is in the charge of a person who does not hold the required driving licence or in the absence of the legally required accompanying driver;
- occurring during active participation in strike action or unrest;
- arising in the course of voluntary commission of crime or misdemeanor or attempt thereof;
- Consequent upon drunkenness or the misuse of drugs or medicines;
- caused by ionizing radiation

Broken down? Here's what to do! Simple, quick and efficient!

Before taking any other action, check the validity of your insurance policy.

Get to the nearest garage

If you have broken down during office hours Monday to Friday –
Contact Harding Performance – 1300 730 949

In other states, please contact the local breakdown service:

- QLD – RACQ 13 11 11
- NSW – NRMA 13 11 11
- TAS – RACT 13 27 22
- VIC – RACV 13 11 11
- WA – RAC 13 11 11
- NT – AANT 13 11 11
- SA – RAASA 13 11 11

The Garage contacts Harding Performance, receives & completes a damage notification form.

Within 24 hours, Harding Performance gives its approval for coverage of repair costs.

Repair of Vehicle

The Garage sends Harding Performance its bill for the agreed amount.

Harding Performance pays the invoice within 30 days.

It is essential that the following documents be submitted together with the notification of damage:

Copy of vehicle registration document
Copy of service log
Photo of damaged parts (if requested)

The following information must be communicated to the towing service:

Last and first name of owner
Registration plate number
Model of vehicle
Insurance policy number
Telephone number

Do not undertake any repairs until you have received the authorization to repair from NSA (Harding Performance).

NOTIFICATION OF DAMAGE

Fax to Harding Performance on 07 3217 4941

Harding Performance are acting agents for EUROPÄISCHE in this document

IMPORTANT !

Repairs which have been carried out or started without prior approval from EUROPÄISCHE Reiseversicherungs AG are not covered. This notification of damage is valid only if accompanied by **a copy of the service log and vehicle registration document** (indispensable). A photograph of the damaged part(s) may be required for examination by an expert.

DATE:

VEHICLE AND COVER

Insurance policy number	Beginning of cover	Make
Model	Chassis number	Registration plate number
Date of first registration	Actual kilometer count at date of purchase	Kilometer count today
Seller	Last and first name of owner	Tel.
Street and number	Postcode	Town

GARAGE RESPONSIBLE FOR REPAIR

Garage	Contact	Tel.
Address		Fax

EFFECTIVE DAMAGE TO VEHICLE

Description of damage:

ESTIMATED COST

Total cost of repair as per attached estimate: \$AUD _____
PLEASE ATTACH EXACT COST ESTIMATE.

I (above-named contact) confirm the accuracy of the data given above.

Signature