

MOTOR

Vehicle Insurance Policy

Effective September 2021



Mike Pero

Mortgages • Insurance • Finance

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The online version of this document is interactive

Click a section on the index page, or any page number in this document, to go straight there.
To search for a keyword, type Ctrl + F on a PC or Command + F on a Mac.

Mike Pero insurance refers to the insurance policy, which is arranged by Aon New Zealand as the broker with Vero Insurance New Zealand Limited as the insurer.

Welcome to your Mike Pero Motor Vehicle Policy – insurance for your vehicle

In this policy wording, we set out what's covered and what's not covered under your policy, your responsibilities, and how we work together with you at claim time.



Who we mean by 'you'

When we say 'you' or 'your', we mean the insured person or people named on your *schedule*, and their partner. A partner is either a:

- marriage or de facto partner under the Property (Relationships) Act 1976
- civil union partner under the Civil Union Act 2004.

Who we mean by 'we'

When we say 'we', 'us', or 'our', we mean Vero Insurance New Zealand Limited.

The documents that make up your insurance policy

Your insurance policy is made up of three parts.

1. This policy wording. It explains what we do and don't cover, the responsibilities you have under the policy, and how to make a claim.
2. The policy *schedule*. It gives details specific to you, including who and what is insured, when cover starts and ends, and the *premium* you've agreed to pay. The policy *schedule* also includes any special terms that might apply, which might also detail things that we do and don't cover.
3. The information in the proposal, application, or declaration.

Read your policy wording, so you know what we do and don't cover

We agree to give you insurance cover as outlined in this policy wording and your policy *schedule*, as long as your *premium* payment is up to date.

Read your insurance policy documents carefully, so you know what you are, and are not, covered for. Keep them together in a safe place.

Once you've read this policy wording, contact your insurance adviser or Aon New Zealand if you would like more information.

Headings in this policy wording are descriptive

The headings used in this policy wording are descriptive – they're to help you find information. They're not part of the terms and conditions, so you can't rely on them to interpret the policy's meaning.

Words in italics have specific meanings

When words are in *italics*, they have specific meanings that we've defined in the 'Definitions' section on page 30. When we use these words, we mean the definitions we give in the 'Definitions' section.

What we cover depends on your cover option

This policy wording includes three different cover types. Make sure you read and understand the cover type you've bought, as shown on your *schedule*:

Comprehensive	page 6
Third Party, Fire and Theft	page 12
Third Party Only	page 14

The types of vehicle use we do and don't cover

Your *schedule* will show the kind of use your *vehicle* is insured for — either private or business.

Private use: what we cover

If your *schedule* shows private use, we'll cover your *vehicle* for:

- social, domestic, recreational, and farming purposes
- religious, social welfare, or youth organisation work
- use by you to get to or from work or to carry out occasional work-related use (provided your *vehicle* is not owned or insured under a company name).

Business use: what we cover

If your *schedule* shows business use, we'll cover your *vehicle* for private use, and business use relating to any of the following:

- any form of sales, service, and maintenance callouts for your business
- insurance assessing
- carrying goods or samples for your trade or business
- work as a stock or station agent or real estate agent
- motor trade (including vehicle sales yards, motor mechanics, and vehicle servicing)
- instructing others how to drive, in exchange for pay or reward.

! **Vehicle use: what we never cover**

Even if your *vehicle* is being used for one of the private or business uses above, your *vehicle* is never covered by this policy for any of the uses below:

- courier or delivery work (including any food delivery service)
- motor vehicle hire
- use as a courtesy or loan vehicle
- carrying fare-paying passengers (including any use as a taxi or for ride-share driving)
- security work.

See the 'Certain uses of your vehicle' exclusion on page 16 for information about other uses we don't cover.

Who can and can't drive your vehicle – driver options

Driver options you can choose

The driver option you have chosen from the list below will appear on your *schedule*. The option you choose can impact the *excess payable* – refer to page 22 for *excess* details.

Open driver

When this option is noted on the *schedule* for your *vehicle*, anyone with a valid driver's licence is covered while driving your *vehicle*.

Voluntary named drivers

When this option is noted on the *schedule* for your *vehicle*, anyone with a valid driver's licence is covered while driving your *vehicle*.

You can choose to name the people who will be driving your *vehicle*, and we'll list them on your *schedule*.

If your *vehicle* is driven by anyone not listed on the *schedule* at the time of a claim, the unnamed driver *excess* on your *schedule* will apply in addition to any other applicable *excesses*.

Cover variations – driver restrictions we might apply

Your *schedule* will show if we've restricted your cover by applying one of the clauses below, or applied any other restrictions.

Depending on the kind of *vehicle* you have, or who might be driving, we might restrict who is covered to drive your *vehicle*.

Compulsory Named Driver

If your *schedule* shows the 'Compulsory named driver' clause applies to a *vehicle*, we'll only cover that *vehicle* if the person driving it is listed on your *schedule*.

Excluded Driver

If your *schedule* shows the 'Excluded driver' clause applies to a *vehicle*, we won't cover that *vehicle* if the person driving it is someone we've named on the *schedule* as an excluded driver.

What your vehicle is covered for if you have Comprehensive cover

If your *schedule* shows you have Comprehensive cover, we'll cover you for *accidental* loss or damage to your *vehicle* anywhere in *New Zealand* during the *period of insurance*.

The maximum we'll pay for your *vehicle* is the *market value* as shown on your *schedule*.

Your cover also includes the benefits below, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

Comprehensive cover – the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

Cleaning – valet costs – we'll cover cleaning and valet costs if your vehicle is broken into

If someone breaks into your *vehicle* and damages the inside of it, we'll cover the cost of cleaning and valeting it. This benefit only applies if you haven't made a claim under any other part of this policy.

We'll pay up to \$250, and you won't need to pay an *excess*.

Emergency costs – we'll pay for emergency transport and repairs

If required after an *accident*, we'll pay the reasonable cost of either:

- moving your *vehicle* to the nearest repairer or safe place
- essential repairs so you can get your *vehicle* to your destination or a repairer.

If your *vehicle* can't be driven, we'll pay reasonable costs up to \$500 for accommodation and transport to get you and your passengers to your home.

We'll also cover the cost of transporting your *vehicle* back to your home after it's been repaired or recovered after being stolen.

This benefit only applies if we're paying for loss or damage covered by this policy.

Hire vehicle – if your vehicle has been stolen

We'll provide this benefit if your *schedule* shows private use.

If we're paying a claim for your *vehicle* because it has been stolen, we'll also pay the reasonable costs of hiring a similar vehicle to your *vehicle*.

We'll pay while your *vehicle* is:

- not recovered
- recovered but unusable because of the theft.

We'll pay up to 14 days or \$1,000, whichever is less.

Keys and locks – we'll pay to replace keys and change their locks

If your *vehicle* key is stolen or duplicated without your agreement, we'll pay the reasonable costs of replacing or changing the locks or replacing the keys. We'll pay up to \$1,000 for each event.

Legal liability — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* damage to someone else's property, or *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens *in New Zealand*
- is caused by an *accident* involving your *vehicle*.

What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

- tell us immediately if you or any other person entitled to cover under this policy is charged with any offence which resulted in damage to someone else's property or *bodily injury* to another person
- obtain our written approval before you make any offer of *reparation*.

Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these four circumstances.

- Your liability arises from an *accident* caused by a trailer or caravan that is attached to your *vehicle*.
- You allow someone else to drive your *vehicle*. However, we won't cover them if they're excluded from cover or otherwise insured. Where there is cover for this person under this section of the policy, the word 'you' in this policy also includes the person entitled to cover.
- You're driving a vehicle that belongs to someone else, provided that it is not hired to you under a hire purchase or lease agreement. We won't pay for loss to the vehicle you're driving. This extension does not apply where your *vehicle* is a motorcycle, trailer, or caravan.
- You're liable for the costs of clearing the site of an *accident*.

What we won't pay under Legal liability

We won't pay under any of these legal liability benefits for damage to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover damage to:

- a disabled vehicle being towed (other than for reward)
- the property of passengers.

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy, or fails to meet the policy's terms and conditions.

We won't pay for any exemplary or punitive damages.

Limits on what we'll pay for Legal liability

For any one event, we'll pay:

- for damage to someone else's property, up to \$20,000,000
- for *bodily injury*, up to \$1,000,000.

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above.

We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating to an offence, or where you're legally liable to pay *reparation*.

You won't pay an excess if you're not claiming for damage to your vehicle

We won't charge an *excess* for your liability claim if you're not claiming for damage to your own *vehicle*.

New car option – we may replace your vehicle if it's new

We'll offer to replace your *vehicle*, if it is less than 1 year old and has travelled less than 15,000 kilometres. We'll do this if either of the following applies.

- The cost to repair the *vehicle* is more than 60% of its *market value*.
- The *vehicle* is stolen and not recovered.

We will (at your option) replace your *vehicle* with a new vehicle of the same make, model, and specification, as long as it's available *in New Zealand*.

Personal Injury – we'll make an additional payment for personal injuries after an accident

We'll provide cover under this benefit if you, your spouse, or any other family members suffer bodily injury by violent, *accidental*, external, and visible means in direct connection with your *vehicle*.

We'll only provide cover if the person we're covering was using a seatbelt or other restraint where required by law.

We'll pay:

- up to \$5,000 per person and \$15,000 in total for one event if any of the following happens within 3 calendar months of the *accident*:
 - \$5,000 if you, your spouse, or any other family member dies
 - \$2,500 for the total, permanent and irrecoverable loss of sight of one eye, or \$5,000 for both eyes
 - \$2,500 for the total, permanent and irrecoverable use of one hand or foot, or \$5,000 for more than one hand, foot or both.
- up to \$200 per person per event for medical expenses resulting from the bodily injury.

We won't pay this benefit in any of the following situations.

- The death or bodily injury was caused by suicide or attempted suicide.
- The insureds named on your *schedule* are organisations or companies rather than individual people.
- Your *vehicle* is a motorcycle, caravan, or trailer.

Premium credit – we'll transfer your premium to your replacement vehicle

After a total loss, we don't refund any *premium* you've paid for the part of the *period of insurance* after the date of the *accident*.

However, in some circumstances, we'll transfer any *premium* you've paid for the part of the *period of insurance* after the date of the *accident*, to the new policy for your replacement *vehicle*. We'll do this if your *vehicle* is a total loss and all the following apply.

- The driver of your *vehicle* at the time of the *accident* was not at fault.
- We are satisfied that the person at fault has been identified.
- You choose to insure your replacement *vehicle* with us.

Private property in trailers – we'll cover private property in insured trailers

This benefit applies if your *vehicle* as shown on the *schedule* is a trailer, or if your trailer is covered under the 'Trailers' benefit on page 9.

We'll cover your private property while it's being carried in the trailer, if it suffers *accidental* damage due to one of the following:

- Fire
- Collision
- Overturning of the trailer.

We'll only cover the property if it's not insured under another policy. The most we'll pay is \$500 per item and \$2,000 for all items in total. Your *excess* will apply.

Trailers – we'll pay up to \$1,000 for trailers

The benefit and its limits below do not apply if your *vehicle* (as shown on your *schedule*) is a trailer.

We'll automatically cover any trailer you own, hire, or lease for *accidental* loss or damage, up to \$1,000 for any one event. We'll charge an *excess* of \$100 for any claim for *accidental* loss or damage to the trailer.

Under this benefit, we won't automatically cover:

- caravans
- boat, horse, or camper trailers
- the contents of any trailer – but the 'Private property in trailers' benefit could apply
- any trailer that is separately listed on your *schedule*
- any trailer that is insured under this or any other policy
- any trailer that can't legally be towed by your *vehicle*.

Vehicle change – we'll temporarily cover replacement or additional vehicles

If you change your *vehicle* or buy another one for your own use, we'll cover it automatically for up to 30 days.

We cover the replacement or additional *vehicle* for its *market value*, as long as it's valued at no more than \$100,000 – but otherwise on the same policy terms that apply to the current *vehicle* shown on your *schedule*.

You must give us full details of the replacement or additional *vehicle* within 30 days of buying it. If you don't, cover for it stops automatically.

Vehicle parts and accessories – we'll cover parts and accessories that aren't fitted to your vehicle

We'll pay up to \$500 for any one event for all the following while they are not fitted to your *vehicle* and kept at your home.

- Spare parts.
- *Vehicle accessories* – including *accessories* that are normally required to be fitted to your *vehicle*.

This benefit only covers *accidental* loss or damage caused by fire or theft.

Vehicle servicing and emergency — we won't apply driver restrictions

If there are driver restrictions on your policy, we won't apply them if your *vehicle* is being driven:

- by a member of the motor trade while they are servicing or repairing it
- to a medical facility in a medical emergency.

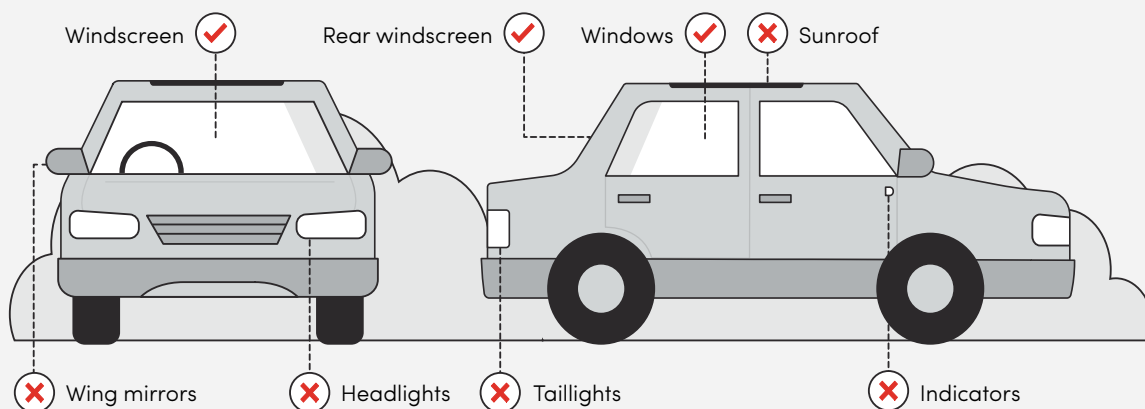
Windscreen and window glass — excess-free windscreen and window glass repairs

We will pay for *accidental* damage to your *vehicle's* windscreen or windows glass.

- If your windscreen or window glass has a chip that can be repaired, you won't have to pay an excess.
- If your windscreen or window glass needs to be replaced, you'll need to pay your policy excess.

Understanding your windscreen and window glass cover

- ✔ Items with a 'tick' are included in the 'Windscreen and window glass' benefit above
- ✘ Items with a 'cross' are not included in the 'Windscreen and window glass' benefit, but are covered by your policy as part of your *vehicle*



Caravan benefit – the benefit we include if you have a caravan

The following benefit only applies if your *vehicle* as shown on your *schedule* is a caravan.

Caravan contents – your sum insured includes items in the caravan

The sum insured on your *schedule* includes the following items that are normally in your caravan:

- Fixtures and fittings
- Furniture
- Furnishings
- Awnings
- Other equipment

The sum insured also includes erected awnings, as long as your caravan is not unattended for more than 36 hours.

We'll pay the *indemnity value* of the items immediately before the loss occurred, up to \$1,000 or the sum insured specified on your *schedule* for caravan contents.

This benefit won't apply if your caravan is insured under another policy.

Optional benefits – the additional cover you can choose

If you have chosen the following optional benefits, they'll appear on your *schedule*. You need to have paid the additional *premium* for the optional benefits you have chosen to apply.

Excess-free windscreen and window glass replacement

You won't have to pay an *excess* if your *vehicle's* windscreen or window glass needs to be replaced due to *accidental* damage.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

You will still have to pay the excess that applies if you claim for any other loss or damage to your vehicle, or for legal liability.

Roadside assistance – you can purchase roadside assistance

If you've paid an additional *premium* for this optional benefit, you can find the details in a separate agreement [here](#).

What your vehicle is covered for if you have Third Party, Fire and Theft cover

If your *schedule* shows you have Third Party, Fire and Theft cover you're covered:

- anywhere *in New Zealand* during the *period of insurance*
- for *accidental* loss or damage to your *vehicle* caused by fire or theft.

The maximum we'll pay for your *vehicle* is the *market value* as shown on your *schedule*.

Your cover also includes the benefits listed below, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

Third Party, Fire and Theft cover – the benefits we include

This section explains the benefits we provide, and what we'll pay for each.

Accidental loss or damage – we'll cover damage by an uninsured driver

We'll cover *accidental* loss or damage to your *vehicle* caused by an uninsured driver.

We must be satisfied of all these three things.

- The driver or person in charge of your *vehicle* is free of blame.
- The person at fault is identified.
- The person at fault has no valid insurance.

The most we'll pay for your *vehicle* is the *market value*, up to \$3,000.

Legal liability – we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* damage to someone else's property, or *accidental bodily injury*.

The liability must arise from an event that:

- happens during the *period of insurance*
- happens *in New Zealand*
- is caused by an *accident* involving your *vehicle*.

What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

- tell us immediately if you or any other person entitled to cover under this policy is charged with any offence which resulted in damage to someone else's property or *bodily injury* to another person
- obtain our written approval before you make any offer of *reparation*.

Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these three circumstances.

- Your liability arises from an *accident* caused by a trailer or caravan that is attached to your *vehicle*.
- You allow someone else to drive your *vehicle*. However, we won't cover them if they're excluded from cover or otherwise insured. Where there is cover for this person under this section of the policy, the word 'you' in this policy also includes the person entitled to cover.
- You're driving a *vehicle* that belongs to someone else, provided that it is not hired to you under a hire purchase or lease agreement. We won't pay for loss to the *vehicle* you're driving. This extension does not apply where your *vehicle* is a motorcycle, trailer, or caravan.

What we won't pay under Legal liability

We won't pay under any of these legal liability benefits for damage to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover damage to:

- a disabled vehicle being towed (other than for reward)
- the property of passengers.

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy, or fails to meet the policy's terms and conditions.

We won't pay for any exemplary or punitive *damages*.

Limits on what we'll pay for Legal liability

For any one event, we'll pay:

- for damage to someone else's property, up to \$20,000,000
- for *bodily injury*, up to \$1,000,000.

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above.

We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating to an offence, or where you're legally liable to pay *reparation*.

Vehicle change — we'll temporarily cover replacement or additional vehicles

If you change your *vehicle* or buy another one for your own use, we'll cover it automatically for up to 30 days.

We cover the replacement or additional *vehicle* for its *market value*, as long as it's valued at no more than \$100,000 — but otherwise on the same policy terms that apply to the current *vehicle* shown on your *schedule*.

You must give us full details of the replacement or additional *vehicle* within 30 days of buying it. If you don't, cover for it stops automatically.

Vehicle servicing and emergency — we won't apply driver restrictions

If there are driver restrictions on your policy, we won't apply them if your *vehicle* is being driven:

- by a member of the motor trade while they are servicing or repairing it
- to a medical facility in a medical emergency.

Optional benefit — the additional cover you can choose

If you've chosen the following optional benefit, it will appear on your *schedule*. You need to have paid the additional *premium* for it to apply.

Excess-free windscreen and window glass

We'll cover *accidental* damage to your *vehicle's* windscreen or window glass. You won't have to pay an *excess*, as long as you're not claiming for any other loss or damage to your *vehicle* or for legal liability.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

What your vehicle is covered for if you have Third Party Only cover

If your *schedule* shows you have Third Party Only cover, we don't cover your *vehicle* unless the 'Accidental loss or damage benefit' below applies.

Your cover also includes the other benefits listed below, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

Third Party Only cover – the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

Accidental loss or damage – we'll cover damage by an uninsured driver

We'll cover *accidental* loss or damage to your *vehicle* caused by an uninsured driver.

We must be satisfied of all these three things.

- The driver or person in charge of your *vehicle* is free of blame.
- The person at fault is identified.
- The person at fault has no valid insurance.

The most we'll pay for your *vehicle* is the *market value*, up to \$3,000.

Legal liability – we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* damage to someone else's property, or *accidental bodily injury*.

The liability must arise from an event that:

- happens during the *period of insurance*
- happens *in New Zealand*
- is caused by an *accident* involving your *vehicle*.

What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

- tell us immediately if you or any other person entitled to cover under this policy is charged with any offence which resulted in damage to someone else's property or *bodily injury* to another person
- obtain our written approval before you make any offer of *reparation*.

Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these three circumstances.

- Your liability arises from an *accident* caused by any trailer or caravan that is attached to your *vehicle*.
- You allow someone else to drive your *vehicle*. However, we won't cover them if they're excluded from cover or otherwise insured. Where there is cover for this person under this section of the policy, the word 'you' in this policy also includes the person entitled to cover.
- You're driving a *vehicle* that belongs to someone else, provided that it is not hired to you under a hire purchase or lease agreement. We won't pay for loss to the *vehicle* you're driving. This extension does not apply where your *vehicle* is a motorcycle, trailer, or caravan.

What we won't pay under Legal liability

We won't pay under any of these legal liability benefits for damage to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover damage to:

- a disabled vehicle being towed (other than for reward)
- damage to the property of passengers.

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy, or fails to meet the policy's terms and conditions.

We won't pay for any exemplary or punitive *damages*.

Limits on what we'll pay for Legal liability

For any one event, we'll pay:

- for damage to someone else's property, up to \$20,000,000
- for *bodily injury*, up to \$1,000,000.

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000 during any *period of insurance*.

We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating to an offence, or where you're legally liable to pay *reparation*.

Vehicle change — we'll temporarily cover replacement or additional vehicles

If you change your *vehicle* or buy another one for your own use, we'll cover it automatically for up to 30 days.

We cover the replacement or additional *vehicle* for its *market value*, as long as it's valued at no more than \$100,000 — but otherwise on the same policy terms that apply to the current *vehicle* shown on your *schedule*.

You must give us full details of the replacement or additional *vehicle* within 30 days of buying it. If you don't, cover for it stops automatically.

Vehicle servicing and emergency — we won't apply driver restrictions

If there are driver restrictions on your policy, we won't apply them if your *vehicle* is being driven:

- by a member of the motor trade while they are servicing or repairing it
- to a medical facility in a medical emergency.

Optional benefit — the additional cover you can choose

If you've chosen the following optional benefit, it will appear on your *schedule*. You need to have paid the additional *premium* for it to apply.

Excess-free windscreen and window glass

We'll cover *accidental* damage to your *vehicle's* windscreen or window glass. You won't have to pay an *excess*, as long as you're not claiming for any other loss or damage to your *vehicle* or for legal liability.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

Exclusions – things we don't cover

We won't cover you in these situations. These exclusions apply whether you have Comprehensive, Third Party Fire and Theft, or Third Party Only cover.

Alcohol or drugs

We won't cover any loss, damage, or liability if the person using or driving your *vehicle* at the time of the *accident*:

- had a breath or blood alcohol level higher than allowed under New Zealand law
- refused to take a breath test or give a blood sample when asked
- was under the influence of an intoxicating drug or drugs.

We'll assume the alcohol in the driver's blood or breath when the *accident* happened is no less than the amount shown in any blood sample or breath test taken following the *accident*.

This exclusion applies to anyone who is driving your *vehicle* with your permission.

Breach of, invalid or incorrect driver's licence

We won't cover any loss, damage or liability where any driver of your *vehicle* at the time of the *accident*:

- is breaching the conditions of their driver's licence
- doesn't hold a valid driver's licence
- doesn't hold a driver's licence appropriate to the class of vehicle being driven.

This exclusion applies to anyone who is driving your *vehicle* with your permission.

This exclusion doesn't limit cover under the 'Vehicle servicing and emergency' benefit.

Certain uses of your vehicle

We won't cover your *vehicle* if it's being used:

- outside of the private use described in this policy wording, if your *schedule* shows private use
- outside of the private or business use described in this policy wording, if your *schedule* shows business use
- for any business use we have not agreed to
- anywhere for racing of any kind, or tests to prepare for racing, pace-making, trials, tests, performance demonstrations, driver training on racetracks, vehicle handling lessons on racetracks, or any similar events, whether organised or not
- on any racetrack, sealed or not, whether other vehicles are there or not.

Communicable disease

We won't cover any loss, damage, interruption, liability, claim, cost, expense or any other sum of any kind that arises directly or indirectly out of, is contributed to by, or is in connection with any of the following.

1. Communicable disease.
2. The actual, or perceived, fear or threat of communicable disease.
3. Actions by any person, entity or public authority to respond to, control, prevent or suppress communicable disease.

Any other sum of any kind also includes any increased or additional costs or expenses of a claim that this exclusion does not otherwise apply to.

This exclusion:

- takes priority over any other term in this policy or any endorsement (including any that might contradict it)
- applies regardless of any other cause or event contributing at the same time or in any other order to 1–3 above.

When we say communicable disease, we mean any of these things.

- Any human, animal, plant or other disease that can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent, including without limitation, any:
 - virus
 - bacterium
 - parasite
 - other organism
 - any variation of any of the above, whether living or not.
- Any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956.

Confiscation

We won't cover loss, damage, or liability in any way connected with confiscation, acquisition, designation, destruction or decision by government or local authorities.

Criminal or reckless activity

We won't cover any loss, damage, cost, or liability in any way connected with:

- criminal activity involving anything this policy covers, unless you prove that you didn't have reason to suspect that criminal activity was happening
- any deliberate, intentional, knowing, wilful or reckless act, or failure to act, whether criminal or otherwise, committed by you, or anyone this policy covers.

Depreciation, loss of use, consequential loss, or loss of value

We won't cover any loss, damage, or liability that is in any way connected with:

- depreciation
- loss of use
- consequential loss
- loss of value.

Electronic data

We won't cover any loss, damage, or liability in any way connected with the loss of or damage to any electronic data.

We won't cover any loss of use or reduction in functionality in connection with the loss of electronic data.

This also includes any electronic data you buy in place of an item you could buy in a non-electronic format.

Excesses

We won't cover any *excesses*.

Excluded drivers

We won't cover any loss, damage or liability if the driver of your *vehicle* at the time of the *accident* is excluded from the policy cover.

Existing damage

We won't cover the cost to fix any existing defect or damage.

Fire and Emergency Act 2017

We won't cover you where your liability arising directly or indirectly from any fire you intentionally lit that didn't comply with either:

- the Fire and Emergency Act 2017
- any other statutory or local body requirements governing the lighting of fires.

Incorrect fuel

We won't cover loss or damage to your *vehicle*, including damage to its engine or fuel system, caused by using the wrong type of fuel.

Loss that's covered by ACC

We won't cover any amount that anyone (including the victim of an offence) can claim under the Accident Compensation Act 2001.

This includes if:

- the victim hadn't made an ACC claim, or didn't make an ACC claim within the time required under the Act
- ACC declined the claim or limited their liability for any reason.

This exclusion doesn't limit cover under the 'Personal Injury' benefit.

Mechanical or electrical breakdown

We won't cover breakdown, breakage, or failure of:

- any part or *accessory*
- the engine
- the transmission
- mechanical, electrical, or electronic systems.

If any of the above do break down, break, or fail, we also won't cover any loss that their failure may cause to the rest of these systems.

This exclusion won't apply if an external factor that originated outside of your *vehicle* caused the breakdown, breakage or failure of the above.

Nuclear activity

We won't cover loss, damage, or liability in any way connected with nuclear weapons, ionising radiation, or contamination by radioactivity from nuclear fuel, or the combustion of waste from nuclear fuel.

Illegally leaving the scene of an accident

We won't cover loss, damage or liability if the person driving your *vehicle* fails to stop or leaves the scene of the *accident* when it is an offence to do so.

This exclusion applies to anyone who is driving your *vehicle* with your permission.

Terrorism

We won't cover loss, damage, or liability in any way connected with any act of terrorism. This includes act of terrorism in any way connected to pollution, contamination, or explosion that is:

- biological
- chemical
- radioactive
- nuclear.

An act of terrorism means any act, which:

- may include the use of force or violence, or the threat of its use; and
- is carried out or arranged by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

From its nature or context, the act:

- is done for, or in connection with, political, religious, ideological, ethnic or similar purposes; and
- may include the intention to influence any government or to put fear in the public or any section of the public.

Tyres

We won't cover damage to tyres caused by:

- applying brakes
- punctures
- cuts
- bursts or bursting.

This exclusion doesn't apply if the tyre damage occurs in the following situations:

- Your *vehicle* suffers other loss or damage in an *accident*.
- The loss or damage is deliberate and is caused by a person not insured by this policy.
- The loss or damage was caused by a person using your *vehicle* without your permission.

Unoccupied caravans

We won't cover loss to any caravan you've left unoccupied or unattended for more than 30 days, unless it's in a supervised caravan park or another location we have agreed to cover the caravan at.

Unsafe vehicles

We won't provide cover if your *vehicle* is in an unsafe or damaged condition, unless you can prove either of the following.

- The *vehicle's* condition didn't contribute to the loss or damage.
- You and the driver were unaware of the *vehicle's* unsafe or damaged condition and had taken all reasonable steps to maintain it in a safe condition.

War

We won't cover loss, damage, or liability in any way connected with:

- war
- invasion
- acts of foreign enemies
- hostilities or warlike operations (whether war is declared or not)
- civil war
- civil commotion assuming proportions of or amounting to an uprising
- military uprising
- popular uprising
- mutiny
- rebellion
- revolution
- insurrection
- military or usurped power.

Wear and tear, corrosion

We won't cover loss or damage caused by wear and tear, or corrosion.

Making a claim

If something happens and you think you may need to make a claim, first make sure everyone is safe.

Then, contact your insurance adviser or us as soon as possible.

Once we have all the information we need, we'll decide the best way to advance your claim.

If you've been in an accident

If you've been in a car *accident* involving another vehicle, gather as much information as you can.

If you can, take pictures. Find out:

- the registration number of the other vehicle
- the details of any other driver involved – their:
 - name
 - address
 - phone number
 - insurance company details
- if you can, the name and phone number of any independent witnesses.

What you must do if something happens that might lead to a claim

If anything happens that might lead to a claim under this policy, you must do all the following.

1. Tell the Police if there's been theft, burglary, or vandalism.
2. Tell your insurance adviser or us about what's happened.
3. Take all reasonable steps to minimise the loss or damage.
4. Send us any communications you get about an event that might lead to a claim.
5. Obtain our permission before you start repairs.
6. Make your *vehicle* available for us to inspect.
7. Provide us with any information, help, proof, or evidence that we may need.
8. Help us take any recovery action we choose against anyone we consider responsible for the loss.

If you don't fulfil these responsibilities

If you don't fulfil the responsibilities outlined above, we may:

- reduce the amount we pay you
- refuse to pay, or decline, your claim
- require you to pay back to us anything we've paid for the claim.

What you must do to help us settle your claim

Obtain our permission before you incur expenses or negotiate claims

You must obtain our written permission before you incur any expense or negotiate, pay, settle, admit, reject, or make any agreement about any claim.

We will act in your name

In your name, we can:

- take any proceedings necessary to use your legal right of recovery from anyone else
- take over, defend, and settle any claim against you for *damages*.

If we act in your name, we'll do so at our expense. You must provide all reasonable help and cooperation, at your cost.

We will share and collect information about your claim

You allow us to share information to third parties about any claim you make under this policy. You also allow us to get information from third parties that's relevant to any claim you make under this policy.

Excess – you will have to pay an excess

The *excess* is the amount you must pay towards the cost of any claim.

The *excess* forms the first part of any loss you're claiming for.

We'll take the *excess* away from the amount of the loss, not from any policy limit.

If loss or damage arises from multiple incidents, occasions or events, the *excess* (or each relevant *excess*) applies to each incident, occasion or event that causes loss.

One event, one excess

Usually, you'll pay an *excess* for every claim. However, if you need to claim under more than one policy with us for loss or damage caused by a single event at the same location, you'll only pay one *excess*. This will be the largest applicable *excess* of all your policies.

Different types of excess can apply

More than one type of *excess* could apply – the specific circumstances of your claim will determine the total value of the *excess* you need to pay. If more than one type of *excess* applies, they will apply cumulatively – they'll be added together to reach the total *excess*. Any amount shown on your *schedule* or described in this policy as an *excess* could apply.

Types of additional excesses that could apply

The types of additional *excesses* that might apply are explained below. Additional *excesses* must be paid on top of any others that apply.

Imposed excess

Imposed *excess* – an additional *excess* that may apply to a particular *vehicle*.

Unnamed driver excess

Unnamed driver *excess* – an additional *excess* applying to any drivers who are not named on your *schedule*. This *excess* will only apply if you have chosen a voluntary named driver option, as shown on your *schedule*.

New driver excess

New driver *excess* – an additional *excess* applying to any drivers over 25 who held a New Zealand driver's licence for less than 12 months at the time of the *accident*.

Underage excess

Underage *excess* – an additional *excess* that applies to any driver aged under 25 at the time of the *accident*.

Special excess

Special *excess* – an additional *excess* that may apply to a particular person.

You pay the excess in one of two ways

When you make a claim, we'll handle the *excess* in one of two ways.

- We'll ask you to pay the *excess* – either to us, or to the repairer directly.
- We'll subtract the *excess* from the money we pay you when we pay your claim.

If you're not at fault, your excess can be refunded

We may refund your *excess* for a claim, if we are satisfied that both of the following conditions are met.

- The driver or person in charge of your *vehicle* is free of blame.
- The person at fault is identified.

How we settle your claim

If your *vehicle* suffers loss or damage, which we accept under this policy, we may choose to settle your claim in one of the following ways.

Repair your vehicle

If we decide your *vehicle* can be safely and economically repaired, we'll arrange for it to be repaired. We'll pay to repair your *vehicle* to a condition as close as possible to the condition it was in before the *accident*.

We'll select the repairer

We'll select a repairer from our approved repairer network. These are businesses and individuals we've approved to repair your *vehicle* due to their high standard of workmanship.

We'll guarantee repairs by our approved repairer network for as long as you own the *vehicle*.

If your *vehicle* is not repaired by a member of our approved repairer network, we won't guarantee the repairs.

Some limits on what we pay

We limit what we pay in some situations — either in amounts, or what we'll cover.

We'll only pay to repaint damaged areas

We'll pay to repaint areas that have been damaged. We won't pay any additional cost to match the new and existing paint, or to paint areas that weren't damaged.

We won't pay to replace undamaged parts

We won't pay to replace any part that isn't damaged.

When a part isn't available in New Zealand

If a part or *accessory* isn't available *in New Zealand*, we'll pay the lowest of these three options.

1. The manufacturer's last known list price *in New Zealand*.
2. The price of the part's closest equivalent available *in New Zealand*.
3. The cost of having a new part made *in New Zealand*.

We don't pay freight on parts coming from overseas

We won't pay the cost of freighting any part to New Zealand.

We limit what we pay for non-standard accessories or fittings

We pay up to \$1,000 in total for *accessories* that were not supplied by the manufacturer for your *vehicle* model, unless your *schedule* shows a higher amount.

We may ask you to pay towards the cost of repairs

If your *vehicle* is in much better condition or is worth more money after the repairs than it was before the *accident*, we may ask you to contribute to the cost of repairs.

If your vehicle is a total loss (a 'write-off')

If we decide your *vehicle* is unable to be safely or economically repaired, or if it has been stolen and not recovered, we will settle your claim as a *total loss*.

The most we'll pay for your *vehicle* is the *market value*. We'll pay up to any maximum limit which applies to your *vehicle* based on the cover type shown on your *schedule*.

We will calculate the *market value*. We do this by obtaining an independent valuation of how much your *vehicle* was worth immediately before the *accident* happened.

Your policy ends once we've paid your total loss claim

Once we've paid your total loss claim, your policy comes to an end. We keep the damaged *vehicle*, including all insured *accessories*.

We won't refund any *premium* you have paid for the part of the *period of insurance* after the date of the *accidental* loss or damage. However, if you have Comprehensive cover, you may be able to use this *premium* toward the insurance for your new or replacement *vehicle*. The 'Premium credit' benefit on page 8 tells you more about this.

We'll pay a different amount for caravans, trailers, and motorbikes

If your *vehicle* is a caravan, trailer, or motorcycle, we'll pay up to whichever is less:

- the *market value*
- the sum insured on your *schedule*.

Sum insured limit

If your *schedule* shows the 'Sum insured limit' clause applies to a *vehicle*, the most we'll pay for that *vehicle* is the lesser of:

- the *market value*
- the sum insured on your *schedule*.

What your responsibilities are

This section outlines the responsibilities you, and anyone else insured under this policy, must meet.

Information given to us must be correct

Your proposal, application, or declaration form is the basis of this contract.

All statements and information you give us, or anyone gives us on your behalf, must be complete and correct. This includes statements and information:

- in any proposal, application, or declaration – whether we get the statements and information verbally, electronically, or in printed form
- that support this policy or any claim.

If you give incorrect or false information in relation to your claim, or if your claim is fraudulent in any way, we won't pay the claim. If your claim is fraudulent, your policy automatically ends – we will cancel your policy from the date you made the claim or gave us the false information.

If you give us incorrect or incomplete information, or if information is withheld, and your claim is declined or we *avoid* your policy, this may affect your ability to obtain insurance in the future.

You have a duty of disclosure

You have a duty of disclosure, which means you must tell us everything we'd consider material to decide:

- whether to issue, renew, or change this policy
- the terms on which we'd issue, renew, or change this policy, including the *premium* we charge.

Your duty of disclosure applies each time you renew or change this policy. If you don't meet your duty of disclosure, we can refuse a claim, reduce any claim payment, or *avoid* the policy. This may affect your ability to obtain insurance in the future.

Tell us if anything changes

Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the *premium* we charge. Some examples of when you might need to do this are:

- you modify your *vehicle* from the manufacturer's standard specifications
- the address where you normally keep your *vehicle* overnight changes
- you, or anyone driving your insured *vehicle*, is convicted of a criminal offence.

If you're not sure whether something is important, tell us anyway. If you don't keep us up to date, we can refuse a claim, or reduce any claim payment, or *avoid* the policy.

If we avoid your policy

If we *avoid* your policy, we treat it as though it never existed. You'll have to pay back any claim payments we have made to you, and we'll refund you any *premium* you have paid to us.

This might mean you find it difficult to get other insurance in the future.

Tell us about any vehicle modifications

You must tell us about any modifications that have been made to the manufacturer's standard specifications for your *vehicle*.

You must take all reasonable steps to prevent loss

You must, at your cost or expense, take all reasonable steps to prevent loss or damage. You must keep any *vehicle* covered by this policy safe and sound and well-maintained. We always have the right to examine your *vehicle*.

You must also try to avoid any loss or damage that you could be held legally liable for.

We won't cover loss, damage, or legal liability in the event that you are reckless or grossly negligent.

Reckless or grossly negligent means you've failed to act in the way a reasonable person would, given the circumstances you faced when the loss happened.

If you're paid reparation, you may need to pay it to us

If anyone covered by this policy is paid *reparation* for loss or damage to property that we are paying (or have paid) a claim for, you must tell us. You must give us the *reparation* payments to repay the claim payments that we have made, up to the amount of the *reparation* received.

You can't pass on your rights or interests under this policy

Without our prior written agreement, you can't assign, or attempt to assign, either of the following to any other party.

- This policy or your interest in it.
- Your rights to any claims proceeds under this policy.

Policy conditions and other important information

Your premium

Your *premium* is the payment you make in exchange for your insurance cover. Your *premium* is detailed on your *policy schedule*. You will pay your *premium* monthly or annually, depending on the policy you have chosen.

Your premium must be paid up to date before we'll pay a claim

If you need to make a claim and you have *premium* that is less than 60 days overdue, we may withhold the claim payment until you've paid the overdue *premium*.

Your policy ends if your premium is more than 60 days overdue

To ensure that you have an opportunity to maintain cover in the event that a monthly *premium* payment has not been made to us, we will attempt again to collect the outstanding *premium* from your nominated bank account the month following.

If your *premium* is overdue by more than 60 days (two consecutive months), your insurance cover under this policy ends and a notification of policy cancellation will be issued.

How your policy can be cancelled

You can cancel your policy

You have a cooling-off period if you change your mind

When you first purchase this policy, you can cancel it within 30 days if you change your mind. We'll refund all the *premium* you've paid if you haven't made a claim.

You can cancel after the cooling-off period

You can cancel your policy at any time after the 30-day cooling-off period. If you haven't made a claim, we'll refund any *premium* you've already paid for insurance cover after the cancellation date.

We can cancel your policy

We can write to you to cancel your policy

We can cancel this policy at any time by writing to either:

- you at the address or email address on our records
- your insurance adviser.

Your policy will be cancelled from 4.00pm on the 14th day after we send the letter. We will refund any *premium* you've already paid us for cover after the effective date of the cancellation.

We'll cancel your policy if you make a fraudulent or false claim

If you make a fraudulent or false claim, this policy automatically ends. We don't need to cancel it in writing, but we may confirm to you in writing that it was automatically cancelled at a particular time. We'll refund any *premium* you have already paid for cover after the cancellation date.

We may offer to renew your policy

The way we renew your policy depends on whether it is monthly or annual.

If you have an annual policy

Before your annual policy expires, we may invite you to renew it. Before renewing, it is very important that you check all information on the renewal invitation to confirm that your insurance details are still correct and continue to meet your requirements.

If you have a monthly policy

Monthly policies do not have an annual renewal date. They expire every month on the same day that you took out your policy. It is very important that you review your cover regularly to make sure that it still meets your requirements.

To maintain cover, you need to make sure that you continue to make monthly *premium* payments.

We don't cover you if you breach these terms

To be covered under your policy, you must comply with the terms and conditions outlined in this policy wording.

If we find that anyone insured by your policy has breached any of these terms or conditions, we can refuse a claim, or reduce the payment.

However, nothing in this policy wording affects our rights or yours under common law, including our right to *avoid* your policy for not making full disclosure in accordance with your duty of disclosure.

This policy can cover multiple parties as joint insureds

This policy is a joint policy if your *schedule* shows joint names, or includes the name of a Trust, as being insured.

We view each insured person as acting with the explicit permission of any other. You each have the right to change this policy, make or settle a claim under this policy, or cancel this policy.

Any breach of the policy terms or conditions by one person will prevent all insured people from claiming under this policy.

How GST applies when we pay a claim

Dollar figures for benefits, *excesses*, and limits to items in this policy include GST. However, we'll pay GST that is paid or payable on top of the sum insured.

We only pay once if more than one benefit could apply

Some benefits under this policy can only be used once per event, even if you have more than one policy or section of a policy with us that has the same benefit.

This condition applies if you, or someone you live with, has any of the following benefits with us under more than one policy.

- Alternative accommodation
- Legal liability

We don't cover you if you have other insurance

We won't cover you for loss or liability where insurance cover is provided by another insurer for the same loss or liability. We won't contribute towards any claim under any other policy.

If your vehicle is financed

If your *vehicle* is secured under any kind of financial agreement, we may make any claim payment to the interested party. This will meet our responsibilities under this policy.

Where required, we'll share personal information about you with any party that holds a financial interest.

We don't cover parties with a financial interest under this policy, and those parties can't make claims.

New Zealand law applies to this policy

This policy is governed by New Zealand law and New Zealand courts have exclusive jurisdiction over any legal proceedings about this policy.

When this policy mentions an Act of New Zealand Parliament, this includes any substitution, amendment, or replacement of the Act. If the Act has been repealed and there is no substitution or replacement, we mean any part of an Act with substantially the same purpose and function. It includes the regulations under the Act.

We'll put details of your claims on the Insurance Claims Register

In buying this policy, you allow us to put details of any claims you make on the Insurance Claims Register (ICR) so other insurers can see them. You also allow us to obtain personal information and details of claims you've made from the ICR.

The ICR is a database of insurance claims. It helps prevent insurance fraud by enabling insurance companies to share details of claims. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington 6140.

Definitions

This section defines some words and phrases that have specific meanings in this document. When we use any of these words or phrases, we use *italics*, and we mean the definition we give in this section.

Accessory and accessories

Any of the following:

- car seat covers
- child restraints and seats
- first aid kit, torch, fire extinguisher, maps
- fitted entertainment, communications, and navigation systems
- other equipment permanently fitted to your *vehicle*
- roof racks, roof boxes, bike racks and tow bars when fitted to your *vehicle*
- tools and breakdown equipment you permanently keep in your *vehicle*, or bought by you to repair your *vehicle*.

Accident, accidental, and accidentally

A sudden and unforeseen event not intended or expected by *you*.

Avoid (a policy)

We'll treat your policy as though it never existed in accordance with the legal principles which govern the duty of disclosure and its remedies.

Bodily injury

Bodily injury (including death), illness, disability, disease, shock, fright, mental anguish, or mental injury to another person.

Damages

Money you have to pay because of a judgment against you, and/or a settlement we negotiate. Damages can include the other party's costs, and interest.

Damages does not include:

- punitive or exemplary damages
- *reparation*
- fines
- taxes
- any other kinds of penalty or compensation, financial or not
- any other payment that is unlawful to insure against.

Excess(es)

The amount you must pay towards the cost of any claim.

Indemnity value

Either of the following.

- The value of the damaged property immediately before the damage.
- The cost to restore it to a condition no better than when it was new — less an amount for depreciation, wear, and tear.

In New Zealand

In New Zealand, or in transit within New Zealand.

Market value

The reasonable second-hand value of your *vehicle* immediately before the loss or damage occurred, based on factors including your *vehicle's* age, condition and kilometres travelled.

Period of insurance

The timeframe we provide your insurance cover for (usually 12 months), as shown on your *schedule*.

Premium

Any amount you need to pay us to ensure cover commences and remains in force. This is the first premium or any subsequent premium, and includes any government levies and taxes.

Reparation

An amount ordered by a New Zealand court under section 32 of the Sentencing Act 2014 to be paid to the victim of an offence.

Reparation does not include:

- reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015
- *damages*, court costs, fines, any other kind of penalty (financial or not), taxes, and any payment that is unlawful to insure against
- your legal defence costs or expenses in relation to an offence.

Schedule

The policy schedule, policy change, endorsement, expiry notice, or renewal notice that we most recently issued to you or your insurance adviser.

Vehicle

Any vehicle that your *schedule* describes, including:

- equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally stay in the vehicle
- the vehicle's *accessories*.

Under 'Exclusions – things we don't cover' starting on page 16, vehicle also means any other vehicle this policy covers.

0800 50 20 20

Mike Pero
Mortgages • Insurance • Finance

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