

Effective 1 December 2025

vero

MotorPlan Policy



Index

Welcome to your MotorPlan Policy – insurance for your vehicle	3
The types of vehicle use we do and don't cover	4
Who can and can't drive your vehicle – driver options	4
Cover variations – driver restrictions we might apply	5
What your vehicle is covered for if you have Comprehensive cover	6
What your vehicle is covered for if you have Third Party, Fire and Theft cover	12
What your vehicle is covered for if you have Third Party cover	16
Exclusions – things we don't cover	19
Making a claim	24
How we settle your claim	27
What your responsibilities are	29
Policy conditions and other important information	31
Definitions	34

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.



As part of our commitment to you, this document meets the WriteMark Plain Language Standard.
The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language.

Welcome to your MotorPlan 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, and when cover starts and ends. 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 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 34. 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 16

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 (unless your business is in the motor trade, which we never cover under this policy)
- insurance assessing
- carrying goods or samples for your trade or business
- work as a stock or station agent or real estate agent.

! 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:

- motor trade (including vehicle sales yards, motor mechanics, and vehicle servicing)
- courier or delivery work (including any food delivery service)
- instructing others how to drive, in exchange for pay or reward
- 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 19 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 impacts who will be covered while driving your *vehicle* and the excess payable — refer to page 25 for excess details.

Open driver

When this option is noted on the *schedule* for your *vehicle*, the age-based driver restrictions noted below won't apply.

We won't provide any cover if the person driving your *vehicle* is someone we've named on the *schedule* as an excluded driver.

Excluding under-25-year-old drivers

When this option is noted on the *schedule* for your *vehicle*, we won't cover your *vehicle* while it's being driven by, or is under the care or control of, anyone under 25.

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

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.

Voluntary named drivers and exclude under-25-year-old drivers

When this option is noted on the *schedule* for your *vehicle*, we won't cover your *vehicle* while it's being driven by, or is under the care or control of, anyone under 25.

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 25 years or older 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 *loss* to your *vehicle* anywhere in New Zealand during the *period of insurance*.

If your *schedule* shows you're covered for *agreed value*, this is the maximum we'll pay for your *vehicle*.

If your *schedule* shows you're covered for *market value*, this is the maximum we'll pay for your *vehicle*.

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.

Electric vehicles – we'll cover your charging equipment

If your *vehicle* is an electric *vehicle* (EV) or a plug-in hybrid electric *vehicle* (PHEV), we'll cover *loss* to your *vehicle's* charging cables, adaptors, and wall boxes that you own, if they aren't insured elsewhere.

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

If your *vehicle* can't be safely driven or has been stolen, we'll pay reasonable costs up to \$1,500 for accommodation and transport to get you and any of your passengers (including any domestic pets) to your home.

In addition to the above, 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.

We'll also cover the reasonable cost of transporting your *vehicle* to:

- your home after your *vehicle* has been repaired
- your home, a repairer, or place of storage if your *vehicle* is recovered after being stolen.

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

Keys and locks – we'll pay to replace and recode keys and locks

If your *vehicle* keys are stolen, lost, or damaged, we'll pay reasonable costs to:

- replace the keys (including costs to recode or reprogramme keys)
- replace or recode the locks.

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 *loss* 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* (or a vehicle you're driving that belongs to someone else, as outlined in the 'Extended liability' section below).

What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

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

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 the following circumstances.

- Your liability arises from an *accident* caused by:
 - a trailer you are responsible for, whether or not it is attached to your *vehicle*
 - items that, despite being reasonably secured, escape or fall from a trailer or caravan you are responsible for, while attached to your *vehicle*
 - a caravan you are responsible for, while 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 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 *loss* to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover *loss* 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.

We won't cover any liability that you have taken on by agreement (except in situations where you would be liable without the agreement).

We won't pay for legal liability for *loss* to property or *accidental bodily injury* arising from either:

- pollution or contamination
- prevention or restriction on use of property due to hazard to health caused by pollution or contamination.

However, we'll pay for your legal liability if the pollution or contamination was the direct result of a *loss* covered by this policy, unless another policy exclusion applies.

When we say 'pollution or contamination', we mean pollution, contamination, seepage, soot, dust, deposits, adulteration, impurity or poisoning.

Limits on what we'll pay for Legal liability

For any one event, we'll pay:

- for *loss* 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 to defend a claim for damages

If we've given you our written agreement beforehand, we'll also pay your legal defence costs and expenses incurred to defend a claim for *damages* against you.

This cover applies even if you are not found legally liable to pay *damages*. However, we won't pay legal defence costs and expenses in relation to an offence, or where you're legally required 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 *loss* to your own *vehicle*.

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

If we've accepted your claim and decided your *vehicle* is a *total loss*, we'll offer to replace your *vehicle* with a new vehicle of the same make, model, and specification.

This applies if:

- your *vehicle* is less than one year old from the date of its original registration
- the new vehicle is readily available *in New Zealand*.

We'll also pay any on-road costs required for the new vehicle. By on-road costs, we mean registration costs, a warrant of fitness, and road user charges (if applicable).

If a new vehicle isn't readily available *in New Zealand* or you choose not to have your vehicle replaced, the maximum we'll pay for your *vehicle* is the *market value* or the *agreed value* as shown on your *schedule*.

Tow and storage — we'll pay for towing and temporary storage costs

If your *vehicle* can't be safely driven, we'll pay the reasonable cost of moving your *vehicle* to the nearest repairer, place of storage, or safe place.

We'll also pay reasonable costs to store your *vehicle* until it can be repaired, or we settle your claim.

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

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 *loss*, up to \$1,000 for any one event. We'll charge an excess of \$100 for any claim for *loss* to the trailer.

Under this benefit, we won't automatically cover:

- caravans
- boat, horse, or camper trailers
- the contents of any trailer
- 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 \$150,000 — 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 \$1,000 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 *loss* caused by fire or theft.

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

If your *schedule* shows 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
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while they deliver your *vehicle* to your home, workplace, or other temporary location where you are staying
- to a medical facility in a medical emergency.

Vinyl wrap, paint protection film, and signwriting — we'll cover the cost of repair or replacement

We'll cover *loss* to any vinyl wrap, paint protection film, and signwriting on your *vehicle*, up to a maximum of \$2,000 for any one event.

This benefit applies to any vinyl wrap, paint protection film, and signwriting that is professionally applied to your *vehicle*.

Under this benefit we won't cover:

- repair or replacement of any undamaged sections of vinyl wrap, paint protection film, and signwriting
- any additional costs to match the new vinyl wrap, paint protection film, and signwriting to undamaged sections
- any design or artwork fees required to recreate or reprint the vinyl wrap, paint protection film, and signwriting
- any vinyl wrap, paint protection film, and signwriting that was not professionally applied.

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

We'll pay for *loss* to your *vehicle's* windscreen or windows glass.

- If your windscreen or window glass is repairable, you won't have to pay an excess.
- If your windscreen or window glass needs replacing, you'll need to pay a \$500 excess. You will also need to pay for any repairs not covered by this policy, which are necessary to replace the glass.

This benefit also covers parts of the windscreen or window glass including:

- tinting
- demisters
- rain sensors
- any necessary recalibration of sensors associated with the glass.

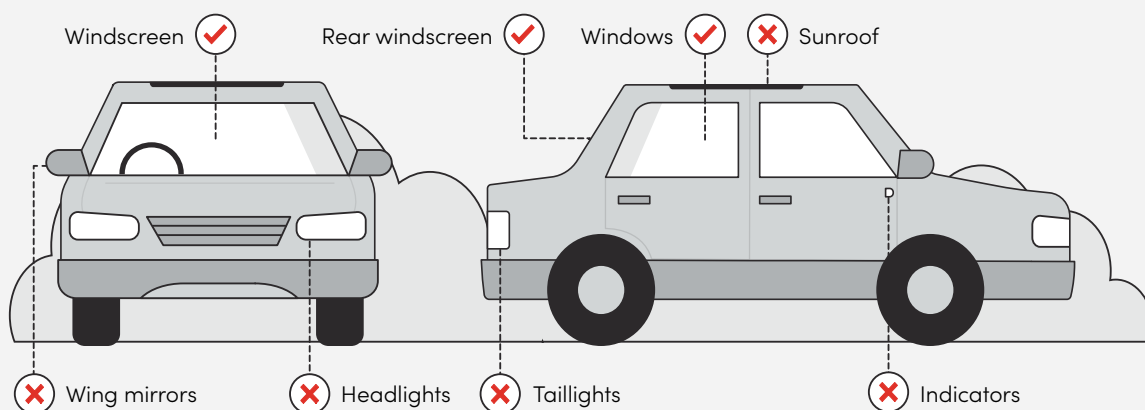
You will need to pay an excess if you claim for any other damage, including to:

- sunroofs, glass roofs, and mirrors
- headlights, taillights, and lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows
- cameras, including dash cams and advanced driver assist system cameras.

When replacing your windscreen or window glass, we may use reconditioned, recycled, or aftermarket windscreen or window glass.

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 benefits — benefits we include if you have a caravan

The following benefits only apply if your *vehicle* is a caravan.

New caravan option — we may replace your caravan if it's new

We'll offer to replace your caravan if both the following apply.

- The cost to repair your caravan is greater than 60% of its *market value*.
- Your caravan is less than 3 years old.

We'll replace your caravan with a new one of the same make, model, and specification, as long as it's available *in New Zealand*.

Personal effects — we'll cover personal effects in your caravan

We'll pay for *loss* to personal effects, clothing, and domestic utensils in the caravan.

We'll pay up to \$2,500 to replace these items as long as they belong to you, or to any member of your family who lives with you.

Optional benefits — the additional cover you can choose

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

Excess-free windscreen and window glass replacement

You won't have to pay an *excess* for *loss* to your *vehicle's* windscreen or window glass if it needs replacing. However, you will need to pay for any repairs not covered by this policy, which are necessary to replace the glass.

This benefit also covers parts of the windscreen or window glass, including:

- tinting
- demisters
- rain sensors
- any necessary recalibration of sensors associated with the glass.

You will need to pay an *excess* if you claim for any other damage, including to:

- sunroofs, glass roofs, and mirrors
- headlights, taillights, and lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows
- cameras, including dash cams and advanced driver assist system cameras.

When replacing your windscreen or window glass, we may use reconditioned, recycled, or aftermarket windscreen or window glass.

Roadside assistance — you can purchase roadside assistance

If you choose this benefit, we'll provide you the details in a separate agreement.

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 loss to your vehicle caused by fire, theft, or attempted theft.

If your *schedule* shows you're covered for *agreed value*, this is the maximum we'll pay for your vehicle.

If your *schedule* shows you're covered for *market value*, this is the maximum we'll pay for your vehicle.

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 loss to your vehicle caused by an uninsured driver of a vehicle you don't own.

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.

This benefit includes:

- cover for loss to your vehicle, up to your vehicle's market value or agreed value (depending on what is shown on your schedule)
- cover under the 'Tow and storage' benefit.

The maximum we'll pay for all costs under this benefit is:

- \$5,000 if we're insuring your car
- \$1,500 if we're insuring your motorcycle.

We won't charge an excess under this benefit.

Electric vehicles – we'll cover your charging equipment

If your vehicle is an electric vehicle (EV) or a plug-in hybrid electric vehicle (PHEV), we'll cover loss caused by fire or theft to your vehicle's charging cables, adaptors, and wall boxes that you own, if they aren't insured elsewhere.

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

If your vehicle can't be safely driven or has been stolen, we'll pay reasonable costs up to \$1,500 for accommodation and transport to get you and any of your passengers (including any domestic pets) to your home.

In addition to the above, 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.

We'll also cover the reasonable cost of transporting your vehicle to:

- your home after your vehicle has been repaired
- your home, a repairer, or place of storage if your vehicle is recovered after being stolen.

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

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 *loss* 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* (or a vehicle you're driving that belongs to someone else, as outlined in the 'Extended liability' section below).

What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

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

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 the following circumstances.

- Your liability arises from an *accident* caused by:
 - a trailer you are responsible for, whether or not it is attached to your *vehicle*
 - items that, despite being reasonably secured, escape or fall from a trailer or caravan you are responsible for, while attached to your *vehicle*
 - a caravan you are responsible for, while 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 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 *loss* to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover *loss* 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.

We won't cover any liability that you have taken on by agreement (except in situations where you would be liable without the agreement).

We won't pay for legal liability for *loss* to property or *accidental bodily injury* arising from either:

- pollution or contamination
- prevention or restriction on use of property due to hazard to health caused by pollution or contamination.

However, we'll pay for your legal liability if the pollution or contamination was the direct result of a *loss* covered by this policy, unless another policy exclusion applies.

When we say 'pollution or contamination', we mean pollution, contamination, seepage, soot, dust, deposits, adulteration, impurity or poisoning.

Limits on what we'll pay for Legal liability

For any one event, we'll pay:

- for *loss* 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 to defend a claim for damages

If we've given you our written agreement beforehand, we'll also pay your legal defence costs and expenses incurred to defend a claim for *damages* against you.

This cover applies even if you are not found legally liable to pay *damages*. However, we won't pay legal defence costs and expenses in relation to an offence, or where you're legally required to pay *reparation*.

Tow and storage – we'll pay for towing and temporary storage costs

If your *vehicle* can't be safely driven, we'll pay the reasonable cost of moving your *vehicle* to the nearest repairer, place of storage, or safe place.

We'll also pay reasonable costs to store your *vehicle* until it can be repaired, or we settle your claim.

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

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 \$150,000 – 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 your *schedule* shows 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
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while they deliver your *vehicle* to your home, workplace, or other temporary location where you are staying
- to a medical facility in a medical emergency.

Optional benefits — the additional cover you can choose

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

Excess-free windscreen and window glass

We'll pay for *loss* 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 damage. However, you will need to pay for any repairs not covered by this policy, which are necessary to replace the glass.

This benefit also covers parts of the windscreen or window glass including:

- tinting
- demisters
- rain sensors
- any necessary recalibration of sensors associated with the glass.

However, this benefit does not cover any other items, such as:

- sunroofs, glass roofs, and mirrors
- headlights, taillights, and lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows
- cameras, including dash cams and advanced driver assist system cameras.

When replacing your windscreen or window glass, we may use reconditioned, recycled, or aftermarket windscreen or window glass.

Roadside assistance — you can purchase roadside assistance

If you choose this benefit, we'll provide you the details in a separate agreement.

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

If your *schedule* shows you have Third Party 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 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 *loss* to your *vehicle* caused by an uninsured driver of a vehicle you don't own.

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.

This benefit includes:

- cover for damage to your *vehicle*, up to your *vehicle's market value*
- reasonable costs of moving your *vehicle* to the nearest repairer or safe place if it can't be driven
- reasonable costs to store your *vehicle* until your *vehicle* can be repaired, or we settle your claim.

The maximum we'll pay for all costs under this benefit is:

- \$5,000 if we're insuring your car
- \$1,500 if we're insuring your motorcycle.

We won't charge an excess under this benefit.

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 *loss* 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* (or a vehicle you're driving that belongs to someone else, as outlined in the 'Extended liability' section below).

What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

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

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 the following circumstances.

- Your liability arises from an *accident* caused by:
 - a trailer you are responsible for, whether or not it is attached to your *vehicle*
 - items that, despite being reasonably secured, escape or fall from a trailer or caravan you are responsible for, while attached to your *vehicle*
 - a caravan you are responsible for, while 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 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 *loss* to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover *loss* 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.

We won't cover any liability that you have taken on by agreement (except in situations where you would be liable without the agreement).

We won't pay for legal liability for *loss* to property or *accidental bodily injury* arising from either:

- pollution or contamination
- prevention or restriction on use of property due to hazard to health caused by pollution or contamination.

However, we'll pay for your legal liability if the pollution or contamination was the direct result of a *loss* covered by this policy, unless another policy exclusion applies.

When we say 'pollution or contamination', we mean pollution, contamination, seepage, soot, dust, deposits, adulteration, impurity or poisoning.

Limits on what we'll pay for Legal liability

For any one event, we'll pay:

- for *loss* 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 to defend a claim for damages

If we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred to defend a claim for *damages* against you.

This cover applies even if you are not found legally liable to pay *damages*. However, we won't pay legal defence costs and expenses in relation to an offence, or where you're legally required 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 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 your *schedule* shows 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
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while they deliver your *vehicle* to your home, workplace, or other temporary location where you are staying
- to a medical facility in a medical emergency.

Optional benefits — the additional cover you can choose

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

Excess-free windscreen and window glass

We'll pay for *loss* 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 damage. However, you will need to pay for any repairs not covered by this policy, which are necessary to replace the glass.

This benefit also covers parts of the windscreen or window glass including:

- tinting
- demisters
- rain sensors
- any necessary recalibration of sensors associated with the glass.

However, this benefit does not cover any other items, such as:

- sunroofs, glass roofs, and mirrors
- headlights, taillights, and lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows
- cameras, including dash cams and advanced driver assist system cameras.

When replacing your windscreen or window glass, we may use reconditioned, recycled, or aftermarket windscreen or window glass.

Roadside assistance — you can purchase roadside assistance

If you choose this benefit, we'll provide you the details in a separate agreement.

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 cover.

Alcohol or drugs

We won't cover any *loss* 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* 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* or liability in any way connected with any of the following.

- Confiscation or seizure by anyone with a financial interest in your *vehicle*.
- Confiscation, nationalisation, requisition, acquisition, designation, destruction or decision by government or local authorities.
- Any government or local authority orders to move or relocate property to proactively prevent future loss or damage.

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.

Cyber acts and incidents

We won't cover any *loss*, damage, liability, cost, or expense in any way connected to a *cyber act* or *cyber incident*. This exclusion does not apply if a *loss* covered by this policy causes a *cyber incident*.

However, if there's resulting *loss* to your *vehicle* caused by a *cyber act* or *cyber incident*, we'll cover it (unless it's excluded under another part of this policy).

Data

We won't cover any *loss*, damage, liability, cost, or expense of any kind in any way connected to:

- *data* being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted, or misappropriated
- errors in creating, amending, entering, deleting, or using *data*
- total or partial inability or failure to receive, send, access, or use *data* for any time
- any loss of use of *data*, or *data* being reduced in functionality, repaired, replaced, restored, or reproduced
- the value of any *data*.

This exclusion applies whether any other causes or events contribute at the same time, or in any order, to any of the above.

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.

Excesses

We won't cover any *excesses*.

Excluded drivers

We won't cover any *loss* 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.

Faults

We won't cover *loss* caused by a defect or fault in your *vehicle's* design, specification, or materials.

Fire and Emergency Act 2017

We won't cover you where your liability arises 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.

Illegally leaving the scene of an accident

We won't cover *loss* 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.

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

Mechanical or electrical breakdown

We won't cover any breakdown, breakage, or failure of any part of your *vehicle*.

We also won't cover any *loss* that the breakdown, breakage, or failure may cause to the rest of your *vehicle*.

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

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.

Sanctions

We won't provide any cover, service, or benefit, or pay anything in connection with your policy, including any *premium* refund, if doing so may breach or risk exposure to any of the following.

- Penalties, sanctions, prohibitions, proscriptions, preventions, or restrictions under United Nations resolutions.
- Sanctions, proscriptions, preventions, laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America, or the European Union.

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 that:

- may include the use of force or violence, or the threat of its use
- is carried out or arranged by any person or groups of people, whether acting alone or on behalf of or in connection with any organisations or governments.

From its nature or context, the act:

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

An act of terrorism also includes any actions taken to control, prevent, suppress, or respond to an act of terrorism.

Tyres

We won't cover *loss* 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* in an *accident*.
- The *loss* is deliberate and is caused by a person not insured by this policy.
- The *loss* 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*.
- 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.

Vinyl wrap, paint protection film, and signwriting

We won't cover any of the following on your *vehicle*:

- vinyl wrap
- paint protection film
- signwriting.

This exclusion doesn't limit cover under the 'Vinyl wrap, paint protection film, and signwriting' Comprehensive cover benefit.

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, deterioration, gradual damage, corrosion

We won't cover *loss* caused by wear and tear, deterioration, gradual damage, 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.

For a fast and easy experience, claim online at vero.co.nz/myvero.

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*.
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* arises from multiple incidents, occasions or events, the *excess* (or each relevant *excess*) applies to each incident, occasions 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* 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*.

International excess

International *excess* — an additional *excess* applying to any driver who, at the time of the *accident*, holds a driver's licence from any country other than New Zealand.

We don't apply this *excess* if the driver's licence is from any of the countries considered exempt by Waka Kotahi New Zealand Transport Agency.

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* 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 may pay for new, reconditioned, or aftermarket parts

If your *vehicle* requires parts to be replaced, we have the option to use:

- new parts from the original equipment manufacturer
- new aftermarket parts
- comparable reconditioned or recycled parts.

A reconditioned or recycled part is a used part that's been restored to a condition equal to or better than the part you had before. An aftermarket part is a new part not produced by your vehicle's original manufacturer.

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.

We'll do one of the following.

- Before any repair or replacement, we will agree with you your contribution to the total cost.
- Where we are unable to reach agreement with you, or you have already arranged the repair or replacement without consulting us and getting our agreement, we will only pay what we think is reasonable to return your *vehicle* to its pre-accident condition.

We may ask you to pay towards the cost of your electric vehicle battery

If your *vehicle* is an electric *vehicle* (EV), plug in hybrid electric *vehicle* (PHEV) or a hybrid electric *vehicle* (HEV) and your *vehicle* battery needs replacing as a result of a *loss* covered by this policy, we may ask you to contribute to the replacement cost. The contribution will depend on the condition of your battery at the time of *loss*.

We'll pay either of the following:

- the value of the damaged battery 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.

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*.

We only settle your claim as a *total loss* where the *loss* to your *vehicle* is covered by the cover type shown on your *schedule*.

If you're insured for agreed value

If your *schedule* shows you're insured for *agreed value*, the most we'll pay for your *vehicle* is the amount shown as the *agreed value*.

If you're insured for market value

If your *schedule* shows you're insured for *market value*, the most we'll pay for your *vehicle* is the *market value* at the time of the *loss*. We'll pay up to any maximum limit which applies to your *vehicle* based on the cover type shown on your *schedule*.

We'll 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 ends. We keep the damaged *vehicle*, including all insured *accessories* and the value of whatever is left of your *vehicle* registration.

We'll refund any *premium* you have paid for the part of the *period of insurance* after the date of the *loss*.

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*. 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* 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* 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 documentation.

Paying your premium

Your insurance policy is an annual contract. You can choose to pay annually in full, or in instalments.

Your *premium* will be higher if you pay by anything other than annual instalments, as we charge you instalment fees.

Making changes to your policy details may affect the *premium* you need to pay or have paid for the remainder of your *period of insurance*.

If you pay annually and don't pay the full amount, we may reduce the *period of insurance* to align with the amount you paid.

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 28 days overdue, we may do one of these things:

- withhold the claim payment until you've paid the overdue *premium*
- deduct the overdue *premium* from the claim payment.

Your policy ends if your premium is more than 28 days overdue

If your *premium* is overdue by more than 28 days, your insurance cover under this policy ends. Cover stops from the date you have paid up to.

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.

If your vehicle is insured for agreed value, the agreed value may change at renewal

When we renew your policy, we may use market data to review and set your new *agreed value*. As a result, the *agreed value* will usually decrease as your *vehicle* depreciates with age and use. Sometimes the *agreed value* may increase, or stay the same, from the previous *period of insurance*.

We'll show the *agreed value* on your *schedule* – this is the most we'll pay for your *vehicle* if it's a *total loss*.

If you'd like to discuss changing the *agreed value*, simply contact your insurance adviser, or us.

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.

If an *agreed value* is shown on your *schedule*, this amount includes GST.

However, if a sum insured is shown on your *schedule*, this amount excludes GST.

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 the following benefit with us under more than one policy.

- 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.

Agreed value

The amount we agree to insure your *vehicle* for, as shown on your *schedule*.
The agreed value is GST inclusive.

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.

Computer system

Any of the following in any configuration:

- computers, hardware, and software
- communications systems
- electronic devices, including smart phones, laptops, tablets, and wearable devices
- electronically controlled equipment, including data processing equipment
- server, cloud, or microcontroller equipment
- any similar system, input, output, data storage device, networking equipment or back up facility.

Cyber act

One or more unauthorised, malicious, or criminal acts, involving accessing, processing, using, or operating any *computer system*. Cyber act also includes the threat or hoax of these acts.

Cyber incident

Either of the following.

- Any error, omission or series of related errors or omissions involving accessing, processing, using, or operating any *computer system*.
- Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using, or operating any *computer system*.

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.

Data

Any kind of information, including facts, concepts, or code.

In this definition, we mean information that is converted, recorded, or transmitted in a form that a *computer system* can access, communicate, display, distribute, interpret, process, transmit, store or use.

Excess(es)

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

In New Zealand

In New Zealand, or in transit within New Zealand.

Loss

Accidental physical loss or physical damage. It doesn't mean prevention of use or loss of functionality or usefulness.

Market value

The reasonable second-hand value of your *vehicle* immediately before the *loss* 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.

Total loss

We have declared that your *vehicle* is damaged beyond economic repair or is stolen and remains unrecovered.

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*
- the vehicle's keys.

Under 'Exclusions – things we don't cover' starting on page 19, vehicle also means any other vehicle this policy covers.

