



# THANKS FOR CHOOSING PROVIDENT MOTOR VEHICLE INSURANCE.

# There's one thing we need you to do now.

Carefully read the Car Policy Schedule enclosed - it's an important document. Please ensure all the details are correct as this information forms the basis of the contract between us. If they are correct then keep it somewhere safe. If they're not, or if you have any questions about it, please call us on 0800 676 865.

We also recommend that you read this policy booklet fully to ensure you understand the insurance cover provided, what conditions and exclusions apply, and that it meets your requirements. If you are unsure about any aspects of your cover, please don't hesitate to contact us – we're here to help.

# Some important information we want to make sure you are aware of:

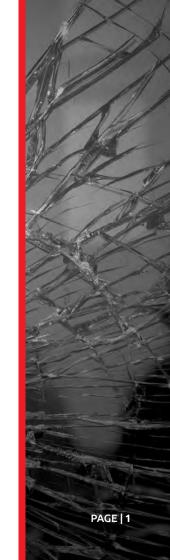
- You can change your mind in the first 14 days. If you are not satisfied with the policy, you can change your mind and cancel it, but you must tell us within 14 days of the commencement date.
- Your policy is based on the information you supplied to us as part of your duty of disclosure. That duty requires you to
  tell us about any circumstance that would influence a prudent insurer's decision whether to accept your application for
  insurance, and if so, on what terms.
- While this policy continues you must keep us informed of changes in your circumstances.
- The maximum amount payable for any loss of or damage to your vehicle where it is uneconomic to repair is the market
  value immediately prior to the loss or damage, or the cover amount as shown on the policy schedule, whichever is less.

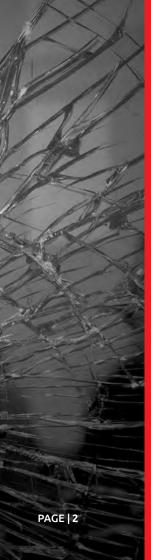
If there's anything you need to ask, just call us on 0800 676 865 or email us at posm@providentinsurance.co.nz. We'll be happy to help!

Safe motoring,

From the team at

**Provident Insurance** 





# **CONTENTS**

This booklet contains all the important information you need to know about your Motor Vehicle Insurance. It lets you know what's covered, and what's not, so be sure to read it carefully, let us know if there is anything you want explained and keep it in a safe place. As a member of the Insurance Council of New Zealand, we are committed to complying with the Fair Insurance Code. You can access a copy of the Fair Insurance Code at any time at icnz.org.nz.

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You will note that some words in your policy are in bold. These words are defined in the Definitions section.

For claims and general enquiries, please call us on our freephone: 0800 676 865

# **INFORMATION ABOUT YOUR POLICY**

#### WHAT YOUR INSURANCE POLICY CONSISTS OF

**Your** policy consists of:

- 1. the information **you** provided in the application for insurance, and
- 2. this policy wording, including the **schedule**

#### YOU CAN CHANGE YOUR MIND IN THE FIRST 14 DAYS

Please read the policy carefully. If **you** are not satisfied with the policy, **you** can change **your** mind and cancel it, but **you** must tell **us** within 14 days of the **commencement date**.

**We** will cancel it retrospectively and refund in full any premium that **you** have paid. **You** will not be able to make a claim under the policy.

## WHAT YOU NEED TO TELL US

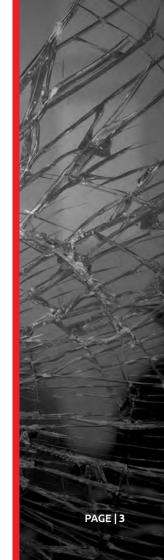
Your policy is based on the information you supplied to us as part of your duty of disclosure.

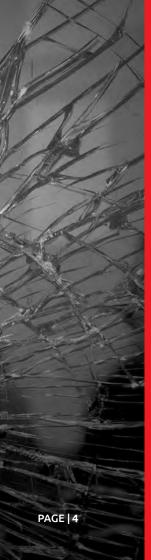
That duty requires **you** to tell **us** about any circumstance that would influence a prudent insurer's decision whether to accept **your** application for insurance, and if so, on what terms. For example, **you** must tell us about:

- 1. any criminal convictions, subject to the Criminal Records (Clean Slate) Act 2004,
- 2. any previous refusal by an insurance company to insure **you**,
- 3. any previous claims, including any claims that were declined by an insurance company,
- 4. any current or previous bankruptcy, receivership or liquidation,
- 5. any previous traffic violations including speeding, reckless driving, drink-driving or drug driving,
- 6. if you are a parent insuring your child's vehicle in your own name,
- 7. any non-factory modifications (whether structural, performance or cosmetic) to the vehicle,
- 8. any previous accidents, or history of **your** losses, whether **you** were insured at the time or not.

You also have this duty every time your policy renews, and when you make any change to it.

If you do not comply with your duty of disclosure, we may refuse to pay all or part of your claim or we may even cancel your insurance from the start date of your policy.





#### KEEPING US INFORMED

While this policy continues **you** must keep us informed of changes in **your** circumstances. For example **you** must immediately tell **us**:

- 1. if any of the information provided in **your** application for insurance changes,
- 2. if any of the **principal drivers** of your **vehicle** change,
- 3. of any change to **your vehicle** that substantially increases its **market value**,
- 4. if your vehicle will be used for business purposes,
- 5. if there has been a material change in circumstances since the **commencement date**,
- 6. if you sell the vehicle or your interest in the vehicle ceases,
- 7. of any change to **your** contact details, including **your** email and residential address.

### TEMPORARY COVER WHEN CHANGING YOUR VEHICLE

When **you** replace **your vehicle**, **you** are automatically covered for up to 7 days on the same terms that applied to the **vehicle you** are replacing. **You** will be covered for the purchase price paid for the replacement **vehicle**, up to a limit of \$100,000.

**You** will not be covered if the replacement **vehicle** is covered by any other insurance policy and this policy will not cover two **vehicles** at the same time.

## **KEEPING YOU INFORMED**

While this policy continues we must keep you updated on your insurance. For example, we must tell you:

- 1. if we change the terms of your policy,
- 2. if we add new terms to your policy,
- 3. about any other changes to **your** policy,
- 4. before **your** policy renews, how much **your** new premium will be.

# THE DRIVER OF YOUR VEHICLE AND ITS USE

#### THE DRIVER OF YOUR VEHICLE

This section gives important information about the **use** of **your vehicle** that **you** must know about. **You** should also refer to the section headed "Policy Exclusions" for information on general exclusions to **your** policy.

The cover under this policy applies if **your vehicle** is **used** during the period of cover by:

- 1. **vou**. or
- 2. any person with **your** consent.

#### **DRIVERS UNDER 25**

Unless an option to allow drivers aged under 25 has been taken and is shown in the **schedule**, this policy does not provide any cover if **your vehicle** is **used** by a driver who is aged 24 years or under, unless the driver is:

- 1. a person in the motor trade repairing or servicing your vehicle, or
- 2. a person providing a "Dial a Driver" service or similar service for you, or
- 3. a person providing a valet parking service for you, or
- 4. a person driving **your vehicle** to a hospital or other medical facility in the event of an emergency.

## **USE OF YOUR VEHICLE**

## What is covered

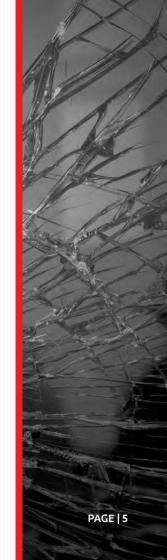
This policy provides cover when the **vehicle** is being **used**:

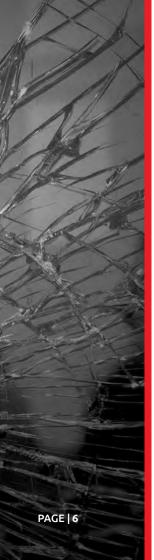
- 1. for private, social, domestic or pleasure purposes (including community work), or
- 2. in connection with a business, occupation or profession, provided the person **using** the **vehicle** is not **using** it in their capacity as a:
  - a) courier driver,
  - ) delivery person, or
  - c) taxi driver.

## What is not covered

You are not covered when your vehicle is being used:

- 1. to carry, deliver, haul or tow any goods, machinery, plant or samples in connection with any business, trade or profession other than farming unless your policy states for "Business Use", or
- 2. to carry fare-paying passengers (except when car pooling or car sharing) or for hire, or
- $3. \quad \text{to prepare or practice for or take part in any race, rally, pace-making or drag race, or } \\$
- 4. on any race track.





# **SECTION 1 - VEHICLE COVER**

### WHAT WE COVER

Your vehicle is covered for sudden accidental loss that happens during the period of cover in New Zealand, including whilst in transit between places in New Zealand.

#### WHAT WE PAY

## If your vehicle can be repaired:

If your vehicle is economic to repair in our opinion, we can choose one of the following options to settle your claim:

- 1. pay the reasonable cost to repair **your vehicle** to substantially the same condition it was in before the **loss** occurred, or
- 2. pay **you** in cash the amount equal to that reasonable cost, as estimated by **our** assessor.

The most we will pay is the cover amount shown in the schedule.

# If your vehicle is uneconomic to repair:

If your vehicle is uneconomic to repair, we will pay you the lesser of:

- 1. the market value of your vehicle, and
- the cover amount shown in the schedule.

If your vehicle is uneconomic to repair, at your option we will replace it with a new one, if:

- a) the loss happened within 12 months of you buying the vehicle new, and
- b) the same model and specification is available in New Zealand, and
- c) the **cover amount** is sufficient.

If the **schedule** shows a specific limit for any part of **your vehicle** then this is the most **we** pay.

When we settle your claim because your vehicle is uneconomic to repair:

- a) in relation to a policy where the **period of cover** is 12 months or less, **we** keep any premiums already paid;
- b) in relation to a policy where the **period of cover** is more than 12 months, **we** will refund any unused premium on a pro rata basis that relates to periods after the next 12 month anniversary of the **commencement date** and **we** will keep the balance of the premium already paid;
- c) this policy ends; and
- d) we become the owner of your vehicle.

#### ACCESSORIES

The most we will pay in total for all accessories is the amount shown in the schedule or \$1,500, whichever is the greater.

#### WHAT WE DON'T PAY

We will not pay for the following:

- 1. The cost to repair or replace any part that was not damaged.
- 2. The cost to airfreight parts to New Zealand from overseas.

# Unavailable parts

If any part needed to repair **your vehicle** is not available from stock in New Zealand, then the most **we** will pay is the price most recently published in New Zealand by the manufacturer, plus the estimated reasonable cost of fitting.

#### WINDSCREEN AND WINDOWS

If your claim is only for accidental loss to windscreens, windows, the sun-roof, headlights, headlight protectors or tail lights of your vehicle, you will not have to pay an excess, and you will not lose your no-claim discount.

#### ADDITIONAL COSTS COVER

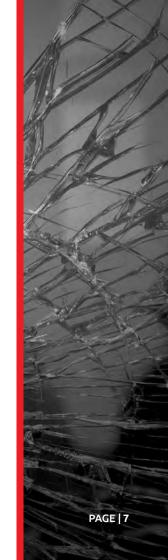
If **we** have agreed to pay a claim for **loss** covered by Section 1 of this policy, **we** will pay the following additional costs. These costs are paid in addition to the amount set out under "What We Pay".

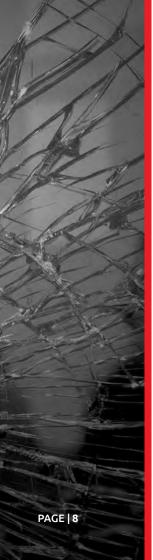
## **ACCIDENTAL DEATH BENEFIT**

We will pay \$5,000 to your legal representative, if:

- 1. you die as a direct result of accidental loss covered by Section 1 of this policy whilst driving the vehicle, and
- 2. your death occurs within 90 days of that accidental loss.

The most that **we** will pay in total during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** is \$5,000. If more than one person is entitled to this benefit **we** share the \$5,000 equally between them.





#### KEYS AND LOCKS

If any of the keys to your vehicle are:

- 1. lost or stolen during the **period of cover**, or,
- 2. believed on reasonable grounds to have been duplicated without your permission during the period of cover, then

we will pay the reasonable cost to:

- replace keys, locks and barrels, and
- · replace coded keypads and coded alarms.

The most we will pay in total during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** is \$300. No **excess** applies.

#### MANSLAUGHTER DEFENCE COSTS

**We** will pay **your** reasonable costs of legal representation to defend any charge of manslaughter or driving causing death brought against **you** as a result of a **loss** covered under this policy.

The most we will pay in total during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** is \$2,500. No **excess** applies.

#### ROAD CLEARING COSTS

**We** will pay the reasonable costs **you** incur to remove debris from any road or parking area that arises as a result of a **loss** covered by Section 1 or Section 2 of this policy.

#### TOWING COSTS

If your vehicle is not driveable because of a loss covered by Section 1 or Section 2 of this policy, we will pay the reasonable cost of removing it and towing it to the nearest secure place.

## TRANSPORT HOME

If your vehicle is not driveable because of a loss covered by Section 1 of this policy, we will pay the reasonable cost to:

- 1. transport you, your partner, your family and other passengers home, and
- 2. return **your vehicle** to **your** normal place of residence within New Zealand.

#### TRAILER COVER

Your trailer is covered for sudden accidental loss that happens during the **period of cover** in New Zealand, including whilst in transit between places in New Zealand.

The terms of this Trailer Cover are identical to the terms of cover for **your vehicle** under Section 1 of this policy, except for **WHAT WE PAY** immediately below.

## WHAT WE PAY

**We** will pay the lesser of:

- 1. the cost to repair your trailer to substantially the same condition it was in before the loss, and
- 2. the market value of your trailer.

The most **we** will pay in total during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** is \$750. An **excess** of \$100 applies to this **Trailer** Cover.

# **SECTION 2 - LEGAL LIABILITY COVER**

## WHAT WE COVER

We will cover your legal liability and your reasonable legal defence costs arising from:

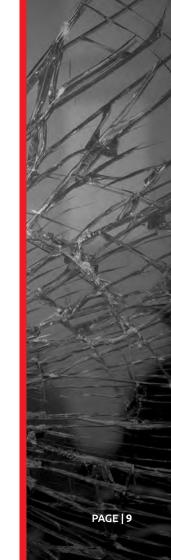
- 1. accidental loss to other people's property (including loss of use), and
- 2. accidental bodily injury to any person,

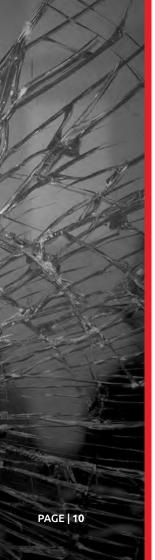
occurring during the **period of cover**, caused in connection with **your use** of the **vehicle** and/or **trailer** in New Zealand, including transit between places in New Zealand.

We will cover the legal liability and reasonable legal defence costs of any other person in connection with their use of your vehicle during the period of cover, provided:

- 1. you had given your permission for that other person's use,
- 2. the other person using the vehicle must meet all the terms of the policy that you must meet, and
- 3. the other person's liability is not covered by any other insurance.

The other person's cover is on the same terms as **your** cover.





# Your employer's liability

We will also cover your employer's vicarious legal liability and reasonable legal defence costs arising from you, or any other employee who has your permission, using the vehicle for the business of your employer during the period of cover, provided:

- 1. the vicarious liability is not covered by any other insurance, and
- 2. the employee using the vehicle must meet all the terms of the policy you must meet, and
- 3. the **use** of the **vehicle** at the time meets all the conditions of this policy that **you** must meet.

The employer's cover is on the same terms as **your** cover.

# General average and salvage charges

If **your vehicle** is transported by sea between places in New Zealand during the **period of cover, we** will cover **your** liability for **your** share of any General Average and Salvage Charges payable in accordance with the contract of carriage.

### Forest and Rural Fires

We will cover your legal liability and your reasonable legal defence costs arising out of any one event in connection with your use of the vehicle during the period of cover, whether or not damage to property has occurred, in respect of:

- 1. expenses arising and allocated by the Fire Authority under the Forest and Rural Fires Act 1977 and;
- 2. expenses claimed by another person in order to protect their property from fire.

We do not cover legal liability or defence costs for:

- 1. levies for expenditure under Sections 44, 45, 46 and 46A of the Forest and Rural Fires Act 1977;
- 2. fire intentionally lit by **you** that does not comply with the Forest and Rural Fires Act 1977;
- 3. negligent or deliberate damage caused by you, or
- 4. fines or penalties imposed as a result of a conviction under the Forest and Rural Fires Act 1977.

References to the Forest and Rural Fires Act 1977 include any replacement Act and any subsequent amendments, and where relevant, any other statutory or local body requirement governing the lighting of fires.

# WHAT WE PAY

# Loss to other people's property

The most we will pay in total under Section 2 of this policy during any 12 month period from the commencement date or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the commencement date for loss to other people's property is \$5,000,000. This includes legal defence costs. You will not have to pay an excess.

# **Bodily injury**

The most **we** will pay in total under Section 2 of this policy during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** for **bodily injury** to any person is \$1,000,000. This includes legal defence costs. **You** will not have to pay an **excess**.

#### Forest and Rural Fires

The most **we** will pay in total under Section 2 of this policy during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** for **your** legal liability and/or reasonable legal defence costs in relation to events that fall under the heading "Forest and Rural Fires" above is \$1,000,000. **You** will not have to pay an **excess**.

# Maximum payment for any one event

Notwithstanding the maximum amounts set out above, the maximum amount **we** will pay in total under Section 2 of this policy for any one event is \$5,000,000.

# Settlement of any claim

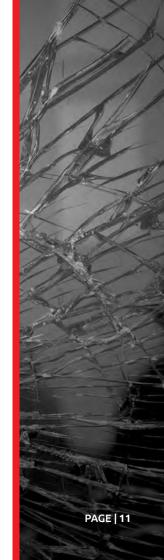
At any time after **we** accept a claim under this Section 2 **we** have the option to pay the maximum amount available under Section 2, or any lesser amount for which the claim can be settled (including legal defence costs incurred to that date), and this payment will meet all **our** obligations under Section 2.

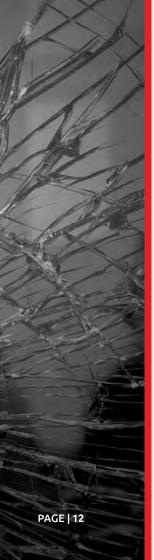
# **MAKING A CLAIM**

## WHAT YOU NEED TO DO

Should anything happen that could result in a claim under this policy, you must:

- take all reasonable steps to minimise any loss to the vehicle or liability to others, and prevent any further loss or liability, and
- 2. take all reasonable steps to obtain the details of any other person, property or vehicle involved, and witnesses, and
- 3. not admit any fault or liability, and
- 4. tell us about it as soon as possible, and
- 5. inform the Police if **you** believe the **loss** was caused by a criminal act, and
- 6. not destroy or dispose of anything that is part of this claim, and
- 7. allow us to inspect your vehicle before any permanent repairs are started, and





- let us know as soon as possible if you receive any request or demand or communication from anyone about a claim or
  possible claim against you, and
- 9. provide **us** with any information or assistance that **we** reasonably require to support the claim, and
- 10. authorise any other party to disclose **your** personal information to **us** in connection with **your** claim.

#### YOUR FXCESS

If you make a claim for loss to your vehicle we do not insure the amount of the excess unless specifically stated in this policy. You must pay this yourself.

The excess applies to each loss or series of losses caused by the same event and is shown in your schedule.

In relation to a policy where the policy review period shown in **your schedule** is greater than 12 months, **your excess** shown in **your schedule** will reduce by \$100 on each 12 month anniversary of **your commencement date** up until the end of the policy review period.

If your policy is renewed at the expiry of the policy review period, you will receive a new schedule. Your excess will be set out in that schedule and will be no less than the minimum standard excess applicable at that time to such policies.

### EXCESS PROTECTION

We will refund your excess if an identifiable driver of another vehicle causes a loss that is covered by this policy, provided:

- 1. you give us enough information to establish that the driver of the other vehicle was completely at fault, and
- 2. **you** give **us** the registration number of the other vehicle and information **we** require to identify the driver (including name and address), and
- 3. **you** provide **us** with reasonable assistance to recover **your** claim from the driver of the other vehicle, or from the owner.

#### NO CLAIMS DISCOUNT

- 1. Unless 2 below applies, in relation to a policy where the **period of cover** is 12 months or less:
  - (a) If **you** have had no **at fault accidents** during the 12 month period from the **commencement date**, **we** may discount **our** standard premium at the 12 month anniversary of **your commencement date**. The **schedule** shows the amount of the discount.
  - (b) If you have an at fault accident during the 12 month period from the commencement date, we may reduce the discount at the next 12 month anniversary of your commencement date.
  - (c) If **you** have had two or more **at fault accidents** during the 12 month period from the **commencement date**, we may reduce or remove the discount at the next 12 month anniversary of **your commencement date**.
- 2. In relation to a policy where the **period of cover** and/or the policy review period set out in **your schedule** is more

### than 12 months:

- (a) If **you** have had no **at fault accidents** during the **period of cover** or during the policy review period, **we** may discount **our** standard premium at the next renewal of the policy after the expiry of the policy review period. The **schedule** shows the amount of the discount.
- (b) If **you** have an **at fault accident** during the **period of cover** or during the policy review period, **we** may reduce the discount at the next renewal of the policy after the expiry of the policy review period.
- (c) If **you** have had two or more **at fault accidents** during the **period of cover** or during the policy review period, **we** may reduce or remove the discount at the next renewal of the policy after the expiry of the policy review period.

## **OUR RESPONSIBILITIES**

When you make a claim, we will:

- 1. explain the steps **we** will take while handling **your** claim,
- 2. keep **you** informed of the progress of **your** claim,
- 3. settle all valid claims quickly and fairly, and
- 4. clearly explain how **we** reached our decision, including the reason(s) if **we** decline **your** claim.

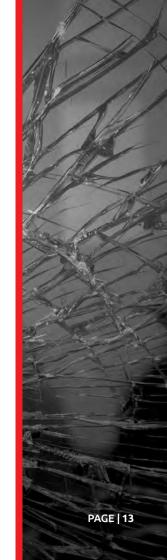
#### TIMING

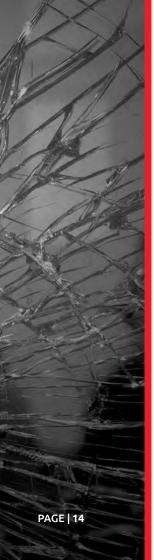
When you make a claim, we will generally:

- 1. acknowledge receipt within five working days of receiving your claim, and
- 2. determine whether or not to accept **your** claim within 10 working days of the date **we** have all the information **we** need to determine **your** claim.

**We** may not be able to meet these timeframes in certain circumstances, for example when:

- you have a complex claim which takes us longer to evaluate or we need information from third parties. If we can't
  meet the timeframes set out above, we will explain why, tell you how long we expect it will take to determine your
  claim and update you at least once every 20 working days (or at such other intervals as we agree with you), until your
  claim is resolved.
- 2. a catastrophe or disaster strikes and **we** receive a large number of claims and/or are especially reliant on third parties. If a catastrophe or disaster strikes, **we** will respond to **you** as quickly as possible, update **you** at least once every 20 working days until **your** claim is resolved, and prioritise our service for our most vulnerable customers.





### YOUR ONGOING OBLIGATIONS ONCE WE HAVE ACCEPTED A CLAIM

Once we have accepted a claim under this policy, you must:

- 1. Immediately tell **us** if any lost or stolen property which was part of the claim is found or recovered, and hand it over to **us** if **we** request it. **We** will keep any property **we** have paid a claim for, including any proceeds if it is sold.
- 2. Immediately tell **us** if any person is ordered to make reparation to **you** for any part of the **loss** for which **we** have paid a claim for, and reimburse the reparation to **us** as soon as **you** receive it.

# **COMPLAINTS PROCEDURE**

### SHOULD YOU HAVE A PROBLEM

We are committed to providing you with excellent products and customer service.

**We** will always do **our** very best to get things right and provide **you** with the level of service that **you** expect from **us**. If **you** have any reason to complain, **we** will do everything possible to resolve the matter as quickly as possible.

We have a three step process in place to ensure that your concerns are dealt with in a fair, prompt and professional manner.

# Here's what you can do:

- Talk to the person you have been dealing with from Provident Insurance.
   We will do our best to resolve the matter, should we have made a mistake, or clarify the situation if there has been a misunderstanding.
- 2. Talk to the Manager or Team Leader of the department you are dealing with

  If the situation has not been resolved and you wish to take the matter further, you can contact the Manager of the department, who will personally investigate your complaint and update you on their findings.
- 3. Refer the matter to our Chief Executive

If you are not satisfied with the result of step 2, you can write to our Chief Executive, providing a full explanation of your concerns.

**We** will acknowledge **your** complaint within three working days of receiving it and will make sure it is fully investigated. The Chief Executive will review the situation and will write to **you** within 10 working days of receiving **your** complaint confirming the outcome of **our** investigation.

Write to: Attention; Internal Complaints Handling Service

Provident Insurance Corporation Limited

PO Box 33 743 Takapuna AUCKLAND 0740

Email: info@providentinsurance.co.nz

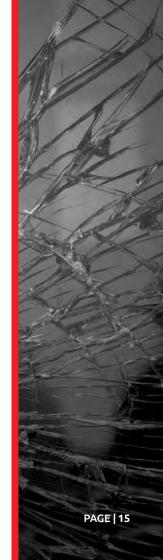
### 4. We will:

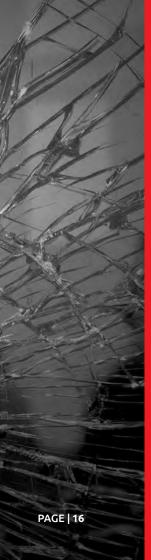
- (a) acknowledge **your** complaint within five working days of receiving it,
- (b) give **you** the name and contact details of the person handling **your** complaint,
- (c) respond to **your** complaint within 10 working days of the date **we** have all the information **we** need to determine **your** complaint. Where further information, assessment or investigation is required, **we** will agree reasonable timeframes with **you**. If **we** cannot agree on reasonable timeframes, **you** can contact our independent external dispute resolution scheme (contact details below) about those timeframes, and
- update you at least once every 20 working days (or at such other intervals as we may agree with you), until
  your complaint is resolved
- 5. If we can't resolve your complaint within 40 working days of receiving it, we will explain our reasons to you in writing and provide you with a 'deadlock' letter so you can take your complaint to the Insurance and Financial Services Ombudsman resolution scheme, which is an independent resolution scheme that considers complaints free of charge.

**You** can contact the Insurance and Financial Services Ombudsman by phoning 0800-888202, by fax at (04)4997614, by email at info@ifso.nz or by writing to PO Box 10-845 Wellington 6143

You can find additional information and contact details on the web at www.ifso.nz

If **you** feel **your** human rights have been breached **you** can contact the Human Rights Commission on 0800 496 877 or through its website: www.hrc.co.nz.





# **POLICY EXCLUSIONS**

SECTION 1: These exclusions apply to Section 1 of the policy only.

## CONFISCATION

**You** are not covered under this policy for any **loss** connected with the confiscation or destruction by the order of government or by any person or body legally authorised to seize, confiscate or destroy **your vehicle**.

#### MECHANICAL OR ELECTRICAL BREAKDOWN

You are not covered under this policy for mechanical loss, electrical loss, or electronic loss to the vehicle however it is caused.

However, we will not apply this exclusion where that loss results:

in or from a fire, or from a collision of the **vehicle**, or from the overturning of the **vehicle**, or from the **vehicle**'s immersion in water, or from a flood, or from the intentional damage, theft or conversion of the **vehicle**, or from earthquake, volcanic eruption, hydrothermal activity or tsunami.

## TYRE DAMAGE

You are not covered under this policy for any loss to tyres caused by punctures, cuts, splits or bursts or the application of the brakes.

However, this exclusion does not apply if the tyre damage arises in connection with:

- a) a loss for which a claim is payable under this policy, or
- b) intentional damage.

# WEAR, TEAR, DEPRECIATION AND LOSS OF USE

You are not covered under this policy for:

- 1. loss of use, or
- 2. depreciation, or
- 3. wear and tear or rust,

of the vehicle or trailer.

# SECTION 2: These exclusions apply to Section 2 of the policy only.

#### WHAT IS NOT COVERED UNDER SECTION 2

We do not cover any legal liability or defence costs:

- 1. for **loss** to property which **you** own or anyone **we** cover under this policy owns, or which is in **your** or anyone **we** cover under this policy's possession or control;
- 2. for **loss** to property being carried by, or in, **your vehicle**. This does not apply to a vehicle **your vehicle** is towing without reward because it is not fit to drive;
- 3. for **bodily injury** to **you** or the driver, or to any person who lives with **you** or the driver;
- 4. for **bodily injury** to any person who is a passenger in **your vehicle**, or for **loss** to any property that any passenger in **your vehicle** owns or has possession or control of;
- 5. that exists only because **you** have agreed to it;
- 6. for any fine, or any punitive, exemplary or aggravated damages;
- 7. arising from legal proceedings brought in any court outside New Zealand; or
- 8. in connection with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of cover** and is caused by a sudden **accidental** event that happens during the **period of cover**.

# SECTIONS 1 AND 2: These exclusions apply to all parts of the policy.

# ALCOHOL, DRUGS AND INTOXICATING SUBSTANCES

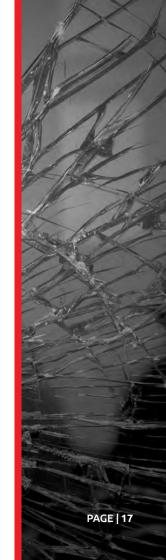
You are not covered under this policy while the vehicle is being used by anyone who:

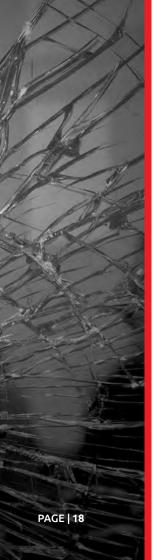
- 1. has a breath/alcohol or blood/alcohol concentration that exceeds the legal limit, or
- 2. is under the influence of any other intoxicating substance or any drug to such an extent that they are incapable of having proper control of the **vehicle**, or
- 3. refuses to meet the legal obligation after an accident to undergo a breath or blood test, or fails to stop, or remain at the place of the accident.

This does not apply if the **vehicle** is stolen or illegally converted and **you** lodge a complaint with the Police.

## LOSS OF ELECTRONIC DATA

**You** are not covered under this policy for **loss** of **electronic data** and any liability or defence costs arising from this, directly or indirectly caused by, or in connection with a **computer virus**. This includes **loss** of use, reduction in functionality or any other associated **loss** or expense in connection with the **electronic data**.





#### MODIFIED VEHICLE

You are not covered under this policy if the **vehicle** has been **modified**, unless the details of all of the **modifications** have been given to **us** beforehand and **we** have agreed in writing to continue the cover.

### **NUCLEAR AND WAR RISKS**

You are not covered under this policy for loss, liability or defence costs connected in any way with:

- 1. any operations employing the process of nuclear fission or fusion, or handling of radioactive material. This includes, but is not limited to:
- a) the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices, or
- b) the use, handling or transportation of any radioactive material, or
- c) the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
- 2. war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, or
- 3. civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

## **TERRORISM**

You are not covered under this policy for any loss, liability or defence costs directly or indirectly caused by, resulting from or in connection with:

- 1. an act of terrorism, regardless of any other cause or event contributing to the loss, liability or defence costs, or
- 2. any action taken to control, prevent, suppress or do anything else in relation to an act of terrorism.

### UNLICENSED DRIVERS

You are not covered under this policy if the driver of the vehicle:

- 1. does not comply with all of the conditions of their driver licence, or
- 2. is not legally allowed to drive in New Zealand.

This does not apply if the **vehicle** is stolen or illegally converted and **you** lodge a complaint with the Police.

## UNSAFE OR UN-ROADWORTHY VEHICLE

You are not covered under this policy if the vehicle is being used in an unsafe or un-roadworthy condition, and:

- 1. that condition of the **vehicle** contributed to the **loss** or liability, and
- 2. the driver was aware, or should have been aware of that condition.

# **POLICY CONDITIONS AND YOUR OBLIGATIONS**

#### OUR AGREEMENT WITH YOU

You agree to pay us a premium for your cover, and we agree to cover you upon the terms and conditions of this policy.

## COMPLYING WITH THIS POLICY

**You** must act honestly, fairly, transparently and with utmost good faith towards **us**. **We** will not pay any claim under this policy unless the person claiming has complied with all the terms of the policy, and any premium due to **us** has been received by **us** or anyone authorised by **us** to receive the premium on **our** behalf.

#### TAKING REASONABLE CARE

**We** will not pay any claim under this policy unless the person claiming has taken reasonable care at all times to avoid **loss** or liability covered by the policy.

## **TELLING THE TRUTH**

All statements made in connection with this policy must be true, correct, complete and up-to-date. This includes any statement made by any person in support of a claim.

## **FRAUD**

This policy is void if **you** or anyone else claiming under this policy, takes any action or makes any statement in connection with this policy that is dishonest or fraudulent in any way.

### CHANGES IN CIRCUMSTANCES

**You** must immediately tell **us** if, after the **commencement date**, there are any **modifications** to the **vehicle**, or there is any material increase or alteration in the risks **we** cover under this policy.

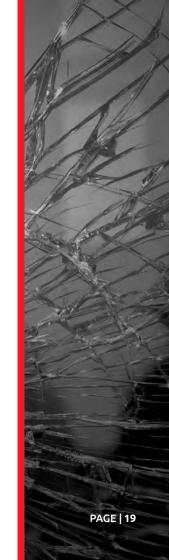
## **CHANGING THE TERMS**

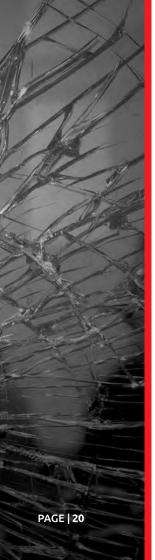
**We** can change this policy's terms (including the **excess**) by writing to or emailing **you** at the last known address **we** have for **you**. This change will be effective 14 days from the date **we** send or email **our** notification to **you**.

## OTHER INSURANCE

You must tell us as soon as you know about any other policy that covers your vehicle.

If there is another policy that applies, we will not pay anything under this policy until that other policy is exhausted.





#### CANCELLATION

**You** can cancel this policy by giving notice to us. **We** will refund any unused premium that **you** have paid on a pro rata basis, unless the refund is less than \$25 in which case no refund will apply.

**We** can cancel this policy by giving notice to **you**. **We** will give at least 14 day's notice before **we** do this. The 14 day period starts on the day **we** deliver or post the notice. **We** will return any unused premium **you** have paid on a pro rata basis.

If your vehicle is uneconomic to repair and we pay you under Section 1 for that reason, this policy ends at the payment date.

## DISPUTES

The law of New Zealand applies to this policy, and only the New Zealand Courts may determine any dispute about it.

## GOODS AND SERVICES TAX

Amounts referred to in this policy include any GST that may apply.

### JOINT INSURANCE

If more than one person or entity is insured under this policy, they are jointly insured.

**We** may choose to pay any claim in full to the person who is named first in the **schedule**, and this will meet all **our** obligations under this policy for that claim.

## NOTICES ABOUT THIS INSURANCE

All notices given about this policy must be in writing.

Any notice **you** give to **us** must be delivered in person, or posted or emailed to our Head Office.

Any notice **we** give to **you** will be delivered in person, or posted or emailed to the last known address that **we** have for **you**, or to **your** agent or representative if **you** have one. **We** may also communicate with **you** about your Policy by telephone, SMS and other electronic means.

## PARTIES WITH A FINANCIAL INTEREST OVER YOUR VEHICLE

If **we** are advised in writing of any financial interest or security over any property covered by this policy **we** may choose to pay part or all of any claim to the holder of that security, but limited to the amount of its loss.

This payment will go towards meeting **our** obligations under this policy to **you**.

We're also authorised by you to disclose personal information about you to anyone who holds a financial interest in the vehicle.

## PERIOD OF COVER / PREMIUM PAYMENTS

This policy starts on the **commencement date** shown on the **schedule**. The **period of cover** is either:

- 1. shown in the **schedule**, or
- if no period of cover is shown in the schedule, linked to the frequency with which you have chosen to pay the
  premium due. For example, if you choose to pay monthly, you will receive insurance cover for a term of one month.
  You may renew this policy for further terms by payment of the premium due for those further terms. If you agree to
  pay a premium weekly, fortnightly or monthly then you must use a Deduction Authority which we approve.

### PRIVACY ACT 1993

We treat all information you give us in accordance with the Privacy Act 1993.

## Your Personal Information

We collect personal information from you in providing you with this policy, in order to:

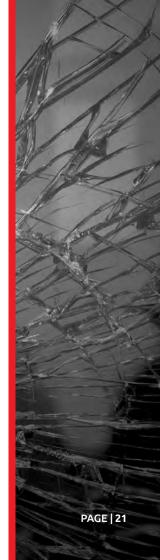
- 1. evaluate **your** application for insurance under this policy;
- 2. set your premiums and excess;
- 3. assess and process claims you make; and
- 4. provide you with other related services.

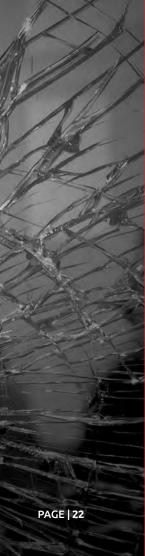
The personal information **we** need to collect to be able to provide **you** with this policy will be kept by **us** at Provident Insurance, Crown Centre, Ground Floor, 67 Hurstmere Road, Takapuna, Auckland 0622 to access or correct the information.

**You** have a right to access the information **we** hold about **you** (including the information that **we** have relied on in evaluating **your** claim) and to ask us to correct any mistakes or inaccuracies in that information.

**We** can withhold that information from you in some circumstances. If **we** withhold information from you, **we** will explain why. **You** can request a review of our reason(s) through our complaints handling procedures or the Privacy Commissioner. **You** can contact the Privacy Commissioner on 0800 803 909 or www.privacy.org.nz.

**We** are required to collect **your** personal information under the common law duty imposed on **you** (as a person seeking insurance) to tell **us** (as an insurer) material facts relevant to the insurance **you** seek. It is up to **you** to supply **us** with this information. However, if **you** choose not to provide all or any part of the information **we** request from **you**, **your** application for insurance under this policy may be denied, or **your** claims may not be paid out.





We may provide your personal information to third parties to the extent necessary to provide the benefits available to you under the policy, including but not limited to: authorised repairers, the dealer who sold you the vehicle, Provident Insurance Corporation Limited (Provident Insurance), any financier of the vehicle, other insurers of the vehicle, our legal advisers, our agents and assessors, and other similar entities for the purposes of providing the benefits available to you under this policy.

You agree that we are authorised to collect, hold, use and disclose your personal information as set out above.

# Subrogation

Once **we** have accepted a claim under this policy, **we** are subrogated to **your** rights against any party liable to **you**. **You** must cooperate with **us** fully in pursuing any recovery action against that liable party.

# **DEFINITIONS**

Wherever the following words, or any derivatives of them, are used in **bold** in this policy, this is what they mean:

accessory

any part of **your vehicle** that was not supplied or fitted by the original manufacturer of the **vehicle**, and is not strictly necessary for it to function as a **vehicle**, including any:

- car seat covers, child car seats, or floor mats, and
- portable telephone or satellite navigation equipment that connects to a power source within the vehicle, and
- audio equipment, radio or any other entertainment and communication equipment that is permanently affixed to the **vehicle**.

accidental

means unexpected and unintended loss by you.

act of terrorism

an act by any person or group(s) that includes (but is not limited to) the use of force or violence and/ or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s). By its nature or context, this act is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to make the public, or any section of the public, afraid.

at fault accident(s)

means based on the information reasonably required and provided to **us** in support of **your** claim, **we** determine that you caused the accident to take place

bodily injury

bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish, mental injury or death.

20 a.i., i.i., a

**commencement date** the date the policy starts as shown in the **schedule**.

computer virus a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of

maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This

includes but is not limited to Trojan Horses, worms and Time or Logic Bombs.

**cover amount** the Cover Amount shown in the **schedule**.

**electronic data** facts, concepts and information converted to a form usable for communications interpretation

or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and

manipulation of data or the direction and manipulation of such equipment.

**excess** the policy excess shown in the **schedule**.

family any member of your family who lives with you.

loss physical loss or physical damage

market value the reasonable cost to purchase a vehicle on the retail market which is the same year, make,

model and specification as your vehicle, has done the same mileage, and is in the same

general condition. It includes the value of any fitted equipment which is insured.

modification any change to the **vehicle** that is different to the manufacturer's original specifications or

recommendations.

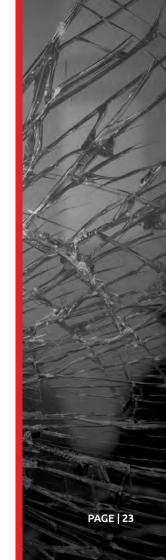
**partner your** husband or wife, partner in a civil union, de facto or person who **you** are living with in

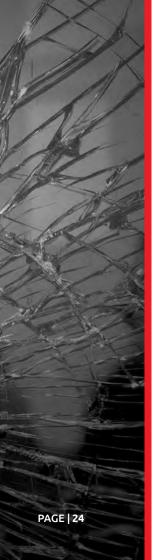
the nature of a marriage.

**period of cover** the period of cover shown in the **schedule** or, if no period of cover is shown in the **schedule**,

the period of time starting on the  ${\bf commencement}$  date shown in the  ${\bf schedule}$  and thereafter

linked to the frequency with which  $\boldsymbol{you}$  have chosen to pay the premium due.





**principal drivers** the Principal Drivers named in the **schedule**.

**Provident Insurance** Provident Insurance Corporation Limited, the underwriter of this policy and a licensed insurer by the

Reserve Bank of New Zealand under the Insurance (Prudential Supervision) Act 2010.

**schedule** the most recent Schedule to this policy issued by **us**.

trailer any domestic general use trailer that you own or that is in your care, and is not covered by any other

insurance. It does not include a boat trailer, camper trailer, caravan or horse float.

**uneconomic to repair** a total loss because:

- the **vehicle** is uneconomic or unsafe to repair in **our** opinion, or

the **vehicle** has been stolen and not recovered.

**use** includes any driving, parking or storing of the **vehicle** 

vehicle the car shown in the schedule, which you own, lease or are buying under a finance agreement. This

includes:

1. equipment supplied and fitted by the manufacturer;

2. fitted air conditioning, bull bar, towing or child restraint equipment;

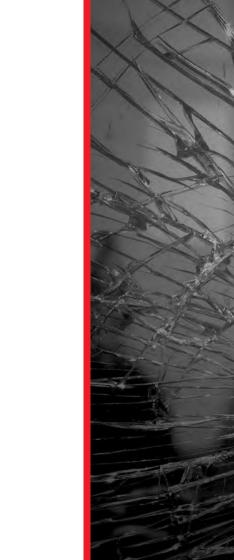
3. any accessory; and

4. tools and breakdown equipment supplied by the manufacturer which would normally

stay with the **vehicle** when sold, up to a maximum of \$500 in total.

**we** Provident Insurance and **our** and **us** has a corresponding meaning

you the 'Insured' or 'Insured's' shown in the **schedule** and **your** have a corresponding meaning.





Provident Insurance Corporation Limited, Crown Centre, Ground Floor, 67 Hurstmere Rd, Takapuna, Auckland 0622, New Zealand. Phone: 0800 676 865

www.providentinsurance.co.nz



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