

This Policy is provided to you by
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Phone: 0800 676 865



MOTOR VEHICLE INSURANCE

provident  insurance



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. **you**, 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,
 - b) 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. 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
2. 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:

1. 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

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8. 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 EXCESS

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:

1. **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:

1. 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 **you** 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
- (d) 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
2. 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.

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 commencement date shown in the schedule and thereafter linked to the frequency with which 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: <ul style="list-style-type: none">- 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: <ol style="list-style-type: none">1. equipment supplied and fitted by the manufacturer;2. fitted air conditioning, bull bar, towing or child restraint equipment;3. any accessory; and4. 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 

Provident Insurance Corporation Limited,
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Takapuna, Auckland 0622, New Zealand.
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