



0800 800 627

[mas.co.nz](https://mas.co.nz)

Welcome to your Motor Vehicle  
policy document



# Thank you for choosing MAS for your insurance.

Your policy document explains what we can and can't cover in our agreement with you.

**We've designed your policy document to give you a clear understanding of your agreement with us. Please read it carefully and make sure you understand it.**

If you find that any of this document isn't clear, please contact us on 0800 800 627 and we'll be happy to explain it to you.

At MAS, we're committed to high standards of customer service. Please tell us if you're unhappy with our service, a decision we've made, or our company policies.



# Contents



# Welcome

## **In this section you'll find:**

- Fair insurance code
- The insurance claims register
- Setting the sum insured
- One event – one excess
- Secured No Claims Bonus

## About your policy

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### About your policy

This section of your policy explains how your policy works and outlines the cover available under your policy.

Please read the full policy terms and conditions to make sure you understand all of the terms of your policy, including the conditions and limitations of the cover as well as your obligations to MAS.

## Your cover options



### Your cover options

You can choose one of the following cover options\* for your vehicle.

#### Comprehensive

This option provides the broadest cover available. It provides full cover for the insured vehicle as well as legal liability cover for damage caused to other people's property.

#### Third party, fire and theft (TPFT)

This option provides limited cover for loss or damage to the insured vehicle due to fire and theft only. It includes legal liability for damage caused to other people's property.

#### Third party only (TPO)

This option provides legal liability cover for damage caused to other people's property only. It does not include cover for damage to or loss of your vehicle.

#### Fire and theft only (FT)

This option provides cover for loss or damage to the insured vehicle due to fire and theft only. There is no 'on road' cover and no legal liability cover. This option is designed for vehicles in storage or restoration.

\*Cover options are limited for certain vehicle types.



## How your policy works

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### How your policy works

#### 30-day free look

If you are not completely happy with your policy, or you change your mind, please tell us within 30 days of the start of your policy.

We will cancel your policy and refund in full any premium you have paid.

This clause does not apply if you have made a claim.

## How your policy works



### How your policy works

### Your policy and how it works

What your policy consists of:

#### 1. Your information

and any application that you supplied us

#### 2. Your policy document

#### 3. The schedule

which sets out the assets covered, the level and type of cover, and any special terms and conditions

#### 4. Any renewal advice or endorsement notices

Once you have agreed to pay the premium and we've accepted your application, we will insure you under your policy for the term shown in the schedule. You can only make a claim when you have paid your premium.

Your policy will be legally valid if you pay the premium (or any initial instalment due) within 30 days of the start of your policy.



## How your policy works



### How your policy works

#### Words with special meaning

Some words or phrases have particular meanings and are explained in the 'definition' section on page 43. These words or phrases appear on the bottom of the pages where they are used.

The headings and section introductions are intended to guide your reading, not for interpreting your policy.

#### Your obligations

You must act honestly and when making a claim you must contact us as soon as you can after you are aware of loss or damage giving rise to a claim, and you must cooperate with us by providing the information we need to settle your claim.

#### You have a duty of disclosure

When arranging, amending, or renewing your policy, you have a legal duty of disclosure (to tell us everything you know or could be reasonably expected to know) that we would want to take into account in deciding:

1. whether to accept or decline your insurance
2. the premium or other terms and conditions of the insurance, including the excess.

If you don't meet this duty, we may choose not to pay all or part of your claim or to cancel your policy, as if it had never existed.

If you are in doubt, tell us. We treat all information confidentially.

## How your policy works



### How your policy works

#### Tell us when things change

You must tell us immediately if any changes alter the nature of the risk or increase the likelihood of a claim occurring (a change in circumstances).

Examples of a change in circumstances include:

1. any modification or changes to your vehicle that are different from the manufacturer's standard specifications
2. if anyone becomes a new driver of your vehicle, where the policy requires you to inform us that that person is a nominated driver, or
3. you or anyone insured under this policy being charged with, or convicted of, any criminal offence or traffic offence (not including parking tickets).

After you have told us about a change in circumstances, we may amend the premium and other terms and conditions of your policy.

If you are in any doubt, tell us about the change whether or not we've asked you questions about it. If you do not tell us, we may decline any claim and cancel your policy from the date of the change.

#### Take reasonable care

You, and anyone else covered under your policy, must take reasonable care to avoid circumstances that may result in a claim. You must also take all necessary action to minimise claim costs.

Anytime your property is unattended, it must be locked and the keys removed. Your claim will not be covered if you are reckless or grossly irresponsible.

#### Tell us about any interested parties

You must tell us if any party or entity, such as a bank or finance company, has a financial interest in the property insured under your policy.

We may pay all or part of the claim proceeds to them, and any such payment satisfies our obligations to you for that payment.

By telling us about the interested party, you authorise us to give personal information about you to that party. A party who we record as having a financial interest under your policy is not insured by your policy and has no rights to claim directly under your policy.

You must tell us if anyone other than you, such as the trustees of a family trust, owns the property. We can then make sure that the correct parties are named as 'The Insured' in the schedule.

## How your policy works

## How your policy works



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### Cancelling your policy

You can cancel your policy at any time by emailing us at [info@mas.co.nz](mailto:info@mas.co.nz) or by contacting us by phone. We'll refund the unused portion of your premium.

We can cancel your policy at any time during the term. We will send you notice of cancellation to your last known postal or email address at least 30 days before the cancellation takes effect. We'll refund the unused portion of your premium.

If you have not paid the premium within 30 days of the start of the term, we will cancel your policy without giving you further notice.

### Fair Insurance Code

We are members of the Insurance Council of New Zealand (ICNZ), an organisation that promotes a code of practice among its members called the Fair Insurance Code (the code).

The code sets out some of your rights when dealing with us. If we fail to comply with the code, we can be reprimanded, fined, or expelled from the ICNZ.

We view the code guidelines as a minimum. We encourage you to read the code to understand your rights and responsibilities when dealing with us.

Please let us know if you'd like to receive a copy of the code. You'll also find it at [icnz.org.nz](http://icnz.org.nz).

## How your policy works



### How your policy works

#### The Insurance Claims Register

The Insurance Claims Register (the register) is a database of insurance claims to which we have access. It is operated by Insurance Claims Register Limited, PO Box 474, Wellington.

The purpose of the register is to check prior claims histories and to prevent fraudulent claims.

We provide this insurance to you on the basis that you authorise us to:

1. obtain details about your prior claims from the register, and
2. provide to the register details of your claims with us.

Under the Privacy Act 2020, you have rights to access your personal information on the register and to have that information corrected. You can find more information on the ICNZ website: [www.icnz.org.nz/industry-leadership/insurance-claims-register](http://www.icnz.org.nz/industry-leadership/insurance-claims-register)

#### Setting the sum insured

It is your responsibility to make sure the sum insured under your policy is equal to the cost to repair or replace the insured item(s); however, we have experience and tools to assist you. Please contact us if you need help in this process.

If you feel premiums are too high for the sum insured you need, please tell us. We can offer solutions such as voluntary excesses to help keep your insurance costs down.

You should review your sum insured at every renewal and talk to us about any adjustments. For a motor vehicle, you may need to reduce the sum insured as the vehicle ages and decreases in value.



## How your policy works

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### How your policy works

#### One event – one excess

If you have multiple policies with us and need to claim under more than one policy for loss caused by a single event at the same location then you only have to pay one excess. This will be the highest applicable excess of any of the policies.

This clause does not apply where an event results in a claim under your policy and a Business Risks, or Contract Works policy.

#### Secured No Claims Bonus

If you hold your policy for five years in a row and don't make a claim, you qualify for our secured no claims bonus. Once 'secured no claims bonus' is shown in your schedule, your maximum no claims bonus is protected for the life of your policy, no matter how many claims you may make. You will find a list of items for which claims can be made without affecting your no claims bonus on our website [www.mas.co.nz/insurance/motor-vehicle-insurance/](http://www.mas.co.nz/insurance/motor-vehicle-insurance/)

# Policy Introduction

**In this section you'll find:**



## Your vehicle and drivers

### Your vehicle and drivers

- Vehicle use

Special conditions apply to your policy when your vehicle is being used for different purposes or driven by different people. You must comply with all the following conditions before we can accept any claims.

### Vehicle use

You must tell us if you are using your vehicle for business purposes, or it is intended to be used for business purposes in the future, even if only for a short period of time. If you do not notify us your vehicle may not be covered.

Where the schedule shows the description of use as 'Private', your vehicle is covered while it is being used for:

1. private, domestic, social, or pleasure purposes
2. volunteer community activities such as social welfare, religious, or youth support
3. personally for business purposes, except if you are one of the following:
  - a) a commission agent, salesperson, service person, or commercial traveller
  - b) a insurance representative, agent, broker, or assessor

- c) a stock, station, land, or real estate agent
- d) a courier, taxi driver or uber driver, or
- e) a driving instructor or a member of the motor vehicle trade.

Where the schedule shows the description of use as 'Business', your vehicle is covered while it is being used for private use and for any business purposes.

Under all vehicle use options, your vehicle is not covered while it is:

1. being used to carry fare-paying passengers (except when car-pooling or car-sharing) or for hire
2. being used to carry or tow goods or samples in connection with any trade or business
3. being prepared, tested, or used:
  - a) for a race, trial, competition, or contest of any kind or duration
  - b) for any high-speed driver education
  - c) for track days or racing schools, or
  - d) on or at any racetrack or motor sport venue, competition circuit, course, or arena

unless we have agreed in advance and it is noted in the schedule.

## Your vehicle and drivers



### Driver restrictions

There is no cover under your policy if the driver of your vehicle or any other vehicle to which your policy relates:

- a) drives with a breath/alcohol or blood/alcohol concentration that exceeds the legal limit
- b) refuses to undergo a breath or blood test when legally required to do so
- c) fails to stop or remain at the scene of an accident when legally required to do so
- d) is under the influence of a drug or any other intoxicating substance to such an extent as to be incapable of having proper control of the vehicle, or
- e) is unlicensed to drive the vehicle, or is in breach of their licence conditions (this does not apply if the driver licence has expired and could be renewed without the need for a further driving test).

The exclusions above will not apply if the driver of your vehicle has stolen or converted it, and you make a complaint with the police. In that event, the driver of the stolen or converted vehicle has no cover under your policy.

### Modifications and roadworthiness

You must tell us immediately if you make any modifications to your vehicle, such as lowered suspension, modified exhaust systems, added mag wheels, or blow-off valves.

Your policy does not include cover for:

- a) modifications made to your vehicle if the modifications change the manufacturer's standard or optional extra specifications. This includes the original entertainment system being replaced with a system not supplied by the manufacturer and which costs more than \$2,000, unless we have agreed to the modification in advance and it is noted in the schedule, or
- b) any loss when the vehicle is being used while in an unsafe or un-roadworthy condition that exists with your knowledge.

In this clause, 'knowledge' means that you either had actual knowledge, or you ought to have known about the unsafe or un-roadworthy condition of the vehicle but you did not take steps that a reasonable person in the same circumstances would have taken to check the safety or roadworthy condition of the vehicle.

- Driver restrictions
- Modifications and roadworthiness



# Understanding your policy

**In this section you'll find:**



# Section 1

## Loss to your property

### Section 1: Loss to your property

- Glass breakage – excess and no claims bonus protection
- Locks and keys – excess and no claims bonus protection
- Not at fault – excess and no claims bonus protection
- Trailers

## Loss to your vehicle



### What is covered by this policy:

If **Comprehensive** cover type is shown in the schedule, you are covered for sudden accidental loss to your vehicle during the term while the vehicle is in New Zealand.

If **Third Party Fire and Theft** or **Fire and Theft** cover type is shown in the schedule, you are covered for sudden accidental loss to your vehicle during the term while the vehicle is in New Zealand if the loss is caused by:

1. fire, or
2. theft.

If **Third Party Only** cover type is shown in the schedule, you are not covered for any loss to your vehicle, except under the 'Replacement vehicle purchase' or 'Protection against uninsured drivers' automatic additional benefits.

#### Section 1: Loss to your property

## Automatic additional benefits



The following benefits are automatically added to the standard cover for your vehicle. Unless specifically noted otherwise, the sub-limits are in addition to any policy sum insured.

### Accidental death

1. if you, your spouse, or any member of your family who normally resides with you is injured and, as a consequence then dies as a result of a sudden accidental event, whilst in or driving the vehicle, we will pay \$20,000 to the estate of that person
2. if more than one person's estate is entitled to this benefit, the benefit will be divided equally among each estate
3. the most we will pay during the term is \$20,000 no matter how many policies you have with us
4. this benefit can only be claimed if the schedule shows 'Comprehensive' cover type.

### Accommodation and travel expenses

1. we will cover any necessary and reasonable additional accommodation and travel expenses that are incurred to complete your journey as a result of loss to your vehicle covered under your policy.
2. we will pay up to \$1,000 for each event.
3. this benefit can only be claimed if the schedule shows 'Comprehensive' cover type.

#### Section 1: Loss to your property

## Automatic additional benefits



### Glass breakage

1. if a claim is solely for sudden, accidental loss to your vehicle window glass, we will cover:
  - a) the cost of repair. You will not need to pay an excess.
  - b) the cost to replace. You will not need to pay an excess.
2. Your No Claims Bonus will not be affected by the claim.
3. This benefit can only be claimed on if the schedule shows 'Comprehensive' cover type.

### Locks and keys – excess and no claims bonus protection

We will cover the reasonable cost of replacing locks and keys (including electronic access cards and transponders, remote door openers, or any other equivalent device) for your vehicle if:

1. they have been lost or damaged, or
2. you have good reason to believe that they have been stolen or duplicated without your consent during the term.

No excess needs to be paid for your first claim under this benefit. That first claim will not affect your No Claims Bonus.

You will need to pay an excess for any further claims made within the term. Your No Claims Bonus may be affected.

The most we will pay for any one event is \$1,000.

This benefit can only be claimed on if the schedule shows 'Comprehensive' cover type.

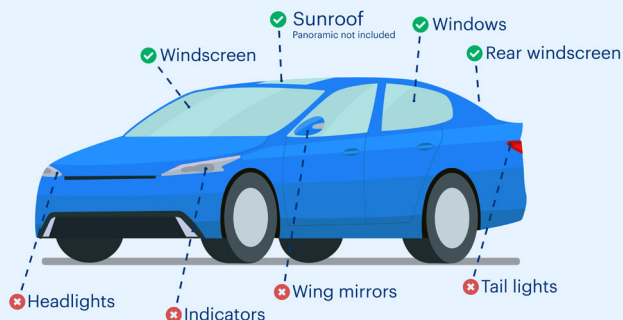
## Section 1: Loss to your property

### Understanding your glass breakage

Automatic additional benefits:

✓ Included

✗ Not included



## Section 1: Loss to your property – Automatic additional benefits



### Medical emergencies

This policy is extended to include cover for events occurring while:

1. your vehicle is being driven by a person who would not otherwise have been covered under this policy; or
2. you are driving someone else's vehicle and would not otherwise have cover to drive that vehicle under this policy

to attend a genuine medical emergency.

All other exclusions in 'General Exclusions' will continue to apply.

### New vehicle

If we accept a claim under your policy and your vehicle, which you bought new in New Zealand, is less than one year old (or two years old and has travelled less than 40,000 kilometres) on the date of loss, and we have decided it is uneconomical to repair, we will:

1. replace it with a new vehicle of the same make, model, and specification, or
2. pay the last known advertised or publicly available price for which the same vehicle could have been bought, if a vehicle with the same make, model, and specification is no longer available in New Zealand.

This benefit can only be claimed if the schedule shows 'Comprehensive' cover type.

### Not at fault – excess and no claims bonus protection

We will refund any excess and your no claims bonus will not be affected if:

1. you establish to our satisfaction that an identified party is completely at fault for the loss, and
2. you give us the name and address of that party and the make, model, and registration number of the vehicle that person was driving.

## Section 1: Loss to your property

## Section 1: Loss to your property – Automatic additional benefits



### Parts and accessories stored at home

We will cover any of your vehicle's accessories and spare parts that are not fitted to your vehicle, and stored at your home in a secured location, for sudden accidental loss.

We will pay the current value of the accessories or spare parts, up to \$1,000 for each event, after deducting the standard excess.

If these items are covered under another policy with us, you can only claim once.

This benefit can only be claimed if the schedule shows 'Comprehensive' cover type.

### Protection against uninsured drivers

We will cover sudden, accidental loss to your vehicle during the term and while it is in New Zealand, if you:

1. establish to our satisfaction that an identified party is completely at fault for the loss, and
2. give us the name and address of that party and the make, model, and registration number of the vehicle that person was driving.

The most we will pay under this benefit is the lesser of:

1. the current value of your vehicle
2. \$3,000.

This benefit can only be claimed if the schedule shows 'Third Party Fire and Theft' or 'Third Party Only' cover type.

### Replacement vehicle purchase

If you buy a replacement vehicle during the term, we will automatically cover the replacement vehicle for up to 30 days after the date of purchase, on the same terms that apply to the existing vehicle.

You must tell us within that 30-day period. We may alter the terms of cover and you must pay any additional premium we need from the date of purchase. We will cover you for loss to a replacement vehicle up to the purchase price of that vehicle.

### Trailers

We will cover loss to any trailer you own (but not its contents), or any trailer that is in your care, on the same terms as your vehicle.

We will pay the current value for the trailer, up to \$2,000.

This benefit can only be claimed if the schedule shows 'Comprehensive' cover type.

## Section 1: Loss to your property

## Section 1: Loss to your property – Automatic additional benefits



### Vehicle recovery costs

If your vehicle cannot be driven as a result of an event for which we have accepted a claim under your policy, we will pay for the reasonable cost of removing it and transporting it to the nearest repairer or place of safety.

If you select a repairer that we approve, we will guarantee the quality of the repairs completed under the claim, subject to the terms and conditions of your policy and only if any claim under this guarantee is made while you:

1. own the vehicle, and
2. continue to insure the vehicle with us.

### You choose your repairer

If we have accepted a claim under your policy and your vehicle is repairable, you are entitled to select a repairer of your choice.

If you select your own repairer, we will not be liable to pay more than the repair cost as estimated by an appropriately qualified party that we appoint.

## Section 1: Loss to your property



## Optional benefits



You can buy the following benefits. You will need to pay an additional premium, and each benefit must be shown individually in the schedule before we will provide cover under that benefit.

### Hire car cover

If you have selected this benefit and we have accepted a claim under your policy, we will also cover the reasonable costs of a hire vehicle until:

1. your vehicle has been repaired or replaced
2. we have paid your claim, or
3. 30 days total hire has been incurred

whichever occurs first.

The hire vehicle must not be better than the equivalent size, style, and specification of your vehicle.

The most we will pay is \$100 a day, no matter what the total hire cost for an equivalent vehicle is.

You must pay any difference in hire cost between the limit of your policy and that charged by the hire company.

We will not pay for:

1. fuel, vehicle running or maintenance costs
2. any deposit or bond for the hire vehicle.

We will insure the hire vehicle on the same terms and conditions as your vehicle.

This benefit does not apply if:

1. your vehicle is a mobile home, motorcycle, caravan, or trailer, or
2. your claim is solely for loss to windscreen or other window glass.

You can only buy this benefit if the schedule shows 'Comprehensive' cover type.

### Section 1: Loss to your property

## What you are not covered for



Under all cover type options, your policy does not cover the following:

1. loss of use, consequential loss, or depreciation
2. wear and tear, corrosion, or existing defects or damage to your vehicle
3. mechanical, electrical, or electronic failure or loss to your vehicle, unless that failure or loss results:
  - a) in or from a fire to your vehicle
  - b) from your vehicle impacting or colliding with something, overturning, being immersed in water, being caught in a flood, or suffering malicious damage, theft, or conversion, or
  - c) from earthquake, volcanic eruption, hydrothermal activity, or tsunami
4. loss to your vehicle's tyres caused by punctures, cuts, bursts, or application of its brakes, unless that loss:
  - a) occurs in the same event as another loss to your vehicle covered under your policy, or
  - b) is a result of the malicious actions of someone not insured by your policy

5. loss or reduction of value following repair of your vehicle

See 'General Exclusions' for other circumstances in which cover does not apply.

### Section 1: Loss to your property

## What you will receive



This section sets out the most we will pay once we have accepted your claim.

### Repairable

If we consider your vehicle is economic to repair, we will at our option:

1. arrange to repair your vehicle to substantially the same condition as it was in before the loss occurred, using parts and practice appropriate in the New Zealand repair industry, or
2. pay you the reasonable cost of repairs as estimated by our assessor.

If any required parts are not available in New Zealand, we will pay the reasonable cost of having the part sourced from overseas.

### Uneconomic to repair or stolen not recovered

If we consider your vehicle is uneconomic to repair, or it has been stolen and not recovered, we will pay you:

1. the sum insured shown in the schedule if the schedule shows your vehicle is insured for 'Agreed Value', or
2. the current value of your vehicle as we assessed it at the date of the loss if the schedule shows your vehicle is insured for 'Market Value'.

We are entitled to retain any salvage, including your vehicle wreck and your vehicle accessories and modifications.

Your policy will be automatically completed, and you will not be entitled to any proportion of refund of your premium.

We may deduct the balance of any annual premium owing from the claim payment. This includes all remaining monthly, quarterly, or six-monthly premium instalments remaining for the term.

## Section 1: Loss to your property



## Section 2

# Legal liability

## Section 2: Legal liability



This section outlines your legal liability cover and explains what we will pay once we've accepted your claim.

If 'Comprehensive', 'Third Party Fire and Theft', or 'Third Party Only' cover type is shown in the schedule, you are covered for:

1. your legal liability during the term, in connection with the use of your vehicle within New Zealand, for:
  - a) accidental loss to the property of others, and
  - b) accidental bodily injury to others
2. your reasonable legal expenses to defend an allegation that you are legally liable, and that legal liability would be covered under your policy if established.

If 'Fire and Theft' cover type is shown in the schedule, you do not have any cover under the Legal Liability section of your policy.

Under all cover type options, your policy does not cover any of the following.

1. legal liability connected in any way with:
  - a) any contract or agreement with any person, except where you would have been liable even without a contract or agreement
  - b) damage to property you own, or that is under your care or control, including in your vehicle, other than a disabled vehicle being towed by your vehicle
  - c) gross negligence or deliberate loss that you cause
  - d) bodily injury to any member of your immediate family or any business associate
  - e) your vehicle when located at any part of an airport including runways, maneuvering areas, ramps, aprons, and hangars to which aircraft have access
  - f) asbestos

2. fines, penalties, or exemplary damages.

Please also see 'General Exclusions' for other circumstances in which cover does not apply.

### Section 2: Legal liability

## Section 2: Legal liability – Automatic additional benefits



### Automatic additional benefits

The following benefits are automatically added to the standard cover for liability to third parties.

#### Defence costs

We will cover the reasonable legal defence costs of defending a charge of:

1. manslaughter, or
2. careless or reckless or dangerous driving causing death or injury

brought against:

1. you, or your spouse, parent, child, or dependant who normally lives with you and is nominated in the schedule, in connection with the driving of your vehicle during the term, or
2. you, or your spouse, parent, child, or dependant who normally lives with you and is nominated in the schedule, in connection with the driving of another person's vehicle that neither you nor they own during the term, if the vehicle was driven with the owner's consent and neither you, they, nor that other person have any other liability insurance that applies.

We will only meet the costs of a defended trial if, after seeking the advice of our own lawyer, we believe

there are reasonable merits in defending the charge. Where this is not the case, we will only cover the reasonable legal costs of entering a guilty plea and giving a plea in mitigation at sentencing.

However, if you, or your spouse, parent, child, or dependant who normally resides with you and is nominated in the schedule, successfully defends a charge, then we will cover the reasonable legal defence costs of defending that charge. Where necessary, we will divide defence costs fairly between different charges.

The most we will pay in total during the term for legal defence costs is \$10,000.

#### Driving another person's vehicle

We will extend the cover under the Legal Liability section of your policy to you, on the same terms, to cover your legal liability arising from driving any other vehicle, if:

1. you do not own the other vehicle
2. you and the owner of the vehicle have no other liability insurance that applies, and
3. the other vehicle is not a hire or rental vehicle.

Exclusion 3. does not apply if the other vehicle has been hired under the 'Hire car cover' optional benefit.

## Section 2: Legal liability

## Section 2: Legal liability – Automatic additional benefits



### Driving for your employer

We will cover your employer's vicarious liability while you, or any other employee who has your consent, uses your vehicle for the business of your employer, if:

1. your vehicle is being used within the vehicle use limits shown in the 'Vehicle use' Section of your policy wording
2. the employer's vicarious liability is not covered by any other insurance, and
3. you, or any other employee who has your consent, complies with the terms of your policy.

### Other drivers of your vehicle

We will extend the cover under the Legal Liability section of your policy, on the same terms, to anyone who drives your vehicle with your consent, if that person:

1. has no other liability insurance cover that applies, and
2. complies with the terms of your policy.

There is no cover for this person under the 'Defence costs' automatic additional benefit.

### Road clearing costs

We will cover the reasonable costs you are legally liable for to remove debris from any road or parking area following an event for which we have accepted a claim under your policy.

### Ship carriage

We will extend the cover under the Legal Liability section of your policy, on the same terms, to cover you for salvage charges recoverable against you in connection with your vehicle and arising in New Zealand during the term as a result of deliberate loss or damage incurred to prevent the loss of a ship and/or its cargo.

### Towing liability

We will extend the cover under the Legal Liability section of your policy, on the same terms, to include your legal liability in connection with any trailer or caravan, not otherwise insured, being towed by your vehicle.

## Section 2: Legal liability

## Section 2: Legal liability – What you will receive

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### What you will receive

The section sets out the most we will pay once we have accepted your claim.

#### Property damage

The most we will pay for legal liability for damage to property is \$10,000,000 for any event.

#### Bodily injury

The most we will pay for legal liability for bodily injury is \$1,000,000 for any event.

#### Non-factory modifications

The most we will pay for legal liability of non-factory modifications is \$2,000 stereo/ \$0 all other modifications (unless shown in the schedule).

#### Total for any event

The most we will pay in total for all legal liability, including costs and expenses, for any event no matter how many policies you hold with us, is \$10,000,000.

### Section 2: Legal liability





## Section 3

# General exclusions

## Section 3: General exclusions



The following exclusions apply to all sections of your policy.

### ACC

There is no cover under your policy for costs, compensation, or any other amounts or payments that can be recovered under the Accident Compensation Act 2001.

### Civil commotion/ riot

There is no cover under your policy for loss or liability and defence costs connected in any way with civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, military or usurped power.

### Communicable disease – liability

There is no cover under your policy for any loss, liability, damage, compensation, injury, sickness, death, expense, or any other amount incurred by you, directly or indirectly arising out of, or in any way connected with:

1. a communicable disease, or
2. the actual or perceived fear or threat of a communicable disease

regardless of any other cause or event contributing concurrently to a communicable disease.

### Communicable disease – physical damage

There is no cover under your policy for any loss, damage, liability, or expense directly or indirectly arising out of, or in any way connected with:

1. a communicable disease, or
2. the actual or perceived fear or threat of a communicable disease

regardless of any other cause or event contributing concurrently to a communicable disease.

### Confiscation

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to confiscation, requisition, acquisition, destruction, or damage to property by the order of the Government or a local authority, unless for the controlling of a peril covered under your policy.

### Cyber – liability

There is no cover under your policy for any cyber loss.

## Section 3: General exclusions

## Section 3: General exclusions



### Cyber – physical damage

There is no cover under your policy for any loss, damage, or expense directly or indirectly arising out of or in any way connected with:

1. the functionality, availability, or operation of a computer system
2. the loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount relating to the value of such data.

The exclusion for a computer system does not apply to any physical damage to a computer system and any other consequential losses as a direct result of any physical damage.

### Excess

Unless specifically stated otherwise under another part of your policy, you are not covered for any applicable excesses.

The applicable excesses will be deducted from the amount of your claim.

### Modifications

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to the modification, removal, or replacement of any component, part, or aspect of the vehicle from the manufacturer's standard or optional-extra specifications unless we have agreed to the modification in advance and it is noted in the schedule.

### Nuclear risk

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to:

1. nuclear weapons material
2. the operations of a nuclear power plant
3. ionising radiation or contamination by radioactivity from:
  - a) any nuclear waste
  - b) the fusion or fission of nuclear fuel.

## Section 3: General exclusions

## Section 3: General exclusions

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### Terrorism

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to terrorism.

### War

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to war, invasion, act of foreign enemy, warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.

## Section 3: General exclusions



## Section 4

# General conditions



The following conditions apply to all sections of this policy document and must all be met before we will pay any claim under your policy.

### **Alteration of terms**

You may make changes to your policy at any time by giving us notice. We must agree to the changes before the alteration takes effect. Any such changes will be at our sole discretion. Changes may affect the premium and other terms and conditions of your policy.

We may alter the terms of your policy during the term:

1. where there has been a change in circumstances
2. to ensure ongoing compliance with relevant law and legislation
3. if we are no longer able to secure reinsurance protection for perils covered by your policy, or
4. where the change is considered necessary to reasonably protect our legitimate interests.

We will send notice of any amended terms to your last known postal or email address at least 14 days before the changes take effect.

If you disagree with the changes to your policy, you may cancel your policy with effect from the date of the proposed changes by letting us know. We will refund unused portion of any premium you have paid. We may retain a minimum premium charge for the time cover has been in place.

### **Betterment**

If we fix your vehicle and this results in an improvement to your vehicle beyond your entitlement under your policy, you must pay for the value of that improvement before the repair or replacement starts.

### **Breach of conditions**

If you, or any other person we insure under your policy breaches any of the conditions of your policy, we may either:

1. decline or reduce any claim
2. declare your policy to be void or unenforceable.

### **Goods and Services Tax (GST)**

All sum insured values, policy limits, and excesses include GST.

## **Section 4: General conditions**



## Section 4: General conditions

### Governing law

Your policy is governed by the laws of New Zealand.

### Joint insurance

If more than one person or entity is insured under your policy, they are insured jointly. A breach of your policy by one of them is a breach by all.

### Making a claim

You must complete the following actions.

1. tell us as soon as you are aware of any circumstances that could lead to a claim or any loss or liability possibly covered under your policy
2. take all reasonable steps to minimise your loss or liability, and try to avoid any further loss or liability
3. complete our claim form in full, if requested
4. allow us to investigate and inspect the loss or liability
5. provide reasonable justification for any claim, and any other information or help that we need
6. act reasonably and cooperate fairly in your communications and dealings with us

7. give us permission to obtain personal information that relates to your claim held by any other party, and give any such third-party permission to disclose that information
8. give us permission to provide personal information that we hold about your claim to any other party to help settle your claim
9. send us all relevant information and correspondence
10. lay a complaint with the police if you suspect a crime has been committed, and give us a copy of the police complaints acknowledgement form, and if requested any other police reports relating to the circumstances in which any claim arises
11. take reasonable steps to obtain details of any other person, property, or vehicle in the circumstances leading to the claim, and any witnesses to the event leading to the claim.

You must not:

1. dispose of your property being claimed for without our permission
2. start any repairs without our permission, unless needed to limit further loss
3. admit responsibility for any loss or liability, or



4. say or do anything that may harm our ability to defend any claim made against you, or to recover the loss from any other person who may be responsible for it.

You have a right to:

1. access the information that we have relied on to evaluate your claim, and
2. ask us to correct any mistakes or inaccuracies in that information.

We may withhold the information we have relied on to evaluate your claim from you in some circumstances. If we do this, we will give you our reasons. You can ask for these reasons. You can also ask for a review of our reasons through our complaints procedure or, in some circumstances, the Privacy Commissioner on 0800 803 909 or [privacy.org.nz](http://privacy.org.nz).

After you have made a claim:

1. we have the sole right to act in your name and negotiate, defend, or settle any liability on your behalf, at our expense (we may appoint our own lawyers to defend the matter and report it to us.)

2. we may pay the maximum amount payable under the legal liability section of your policy (or any lesser amount for which the liability can be settled) plus the legal costs and expenses incurred to date, and this will satisfy our obligations under your policy in full
3. we may take over in full any legal rights of recovery that you have (you must help us to do this, including providing documents and other evidence and attending court hearings if required)
4. if your claim relates to damaged property, we are entitled to keep the damaged property and to deal with salvage in a reasonable manner (you cannot abandon property to us)
5. if any lost or stolen property for which we have paid a claim is later found or recovered, you must tell us immediately and return the property to us if we ask for it
6. you must reimburse us if you receive any money from any person ordered to make reparation to you for a claim we have paid.

#### Section 4: General conditions





When a catastrophe or disaster strikes, we may receive many claims.

We will:

1. use our best efforts to meet all of our commitments in the Fair Insurance Code
2. respond as quickly as possible and in a professional, practical, and compassionate manner
3. update you at least once every 20 business days until your claim is resolved
4. prioritise our service for our most vulnerable members.

If your claim is dishonest or fraudulent in any way, we may decline all or part of your claim. We may also declare that your policy is void and unenforceable from the date of the dishonest or fraudulent act.

## Other insurance

You must tell us immediately if any other insurance policy covers you for any of the risks covered under your policy, up to our limits.

If any other insurance policy exists, we will only pay over and above the amount payable under that other policy, up to our limits.

## Policy compliance

Before we pay any claim under your policy, you must comply with all its terms and pay any outstanding premium.

All statements and answers, whether by you or anyone else, must be true when you:

1. apply for or renew your policy
2. tell us about any change in circumstances
3. make any claim under your policy.

These conditions apply to anyone else who may be entitled to claim under your policy.

## Section 4: General conditions



## Policy renewal

This insurance is for the term shown in the schedule. We may offer to renew it for a further term at our sole discretion.

We may choose not to offer to renew your policy where we consider there are reasons why it is not in our interests to do so, including, for example, where:

1. you have not met the obligations of the 'Your duty of disclosure' clause or 'Tell us when things change' clause
2. a change in circumstances results in you or your vehicle no longer meeting our insurance acceptance criteria
3. you have not met the obligations of the 'Policy compliance' clause
4. you have acted fraudulently or dishonestly
5. you have not met your duty of utmost good faith to us
6. the product has been discontinued.

If we offer to renew your policy, you will receive an offer from us before the term expires. This offer may have terms and conditions that differ from the previous term. For example, we may adjust your sum insured for inflation, depreciation, changes in repair

costs or market costs of materials (as determined by us). You are solely responsible for making sure that the sum insured is sufficient to meet your needs.

We will tell you about changes. However, it is your responsibility to read your policy document and review your schedule and invoice before paying the premium for the new term. If you disagree with the changes to your policy, please [contact us](#) to discuss or you may let your policy lapse with effect from the expiry date of the current term by letting us know.

You must pay the premium for the new term before the current term expires to avoid your policy lapsing on the expiry date of the current term.

## Section 4: General conditions



## Section 5

# Definitions

The following words have special meaning within your policy document and are defined below to help you understand the terms and conditions of your policy.

The definitions apply to all forms of these words. For example, the definition of 'accidental' also applies to 'accident', 'accidentally', and 'accidents'.

Section 5: Definitions



Term	Definition
Accessories	Means any non-essential part of your vehicle. This includes:  <ol style="list-style-type: none"><li>1. fitted radios, audio equipment and other in-vehicle entertainment systems</li><li>2. fitted navigation systems</li><li>3. fitted telephones and other communications equipment designed for it</li><li>4. bicycle carriers, roof racks, storage boxes or other devices for carrying equipment that can be fitted to your vehicle</li><li>5. car seat covers, child seats and floor mats.</li></ol>
Accidental	Means unintended and unexpected by you and any other person insured under your policy.
Act	Means an Act of Parliament and any substitution of, amendment to, or replacement of that Act and any statutory regulation made under that Act.
Application	Means the information you provided us when you bought this insurance or asked for a quote for this insurance from us.
Betterment	Means that once the vehicle is repaired or replaced, it is not ‘substantially the same’ as the vehicle’s condition immediately before the loss, if, without limitation, the size, dimensions, shape, functionality, materials, or qualities of the vehicle are materially improved from the vehicle’s characteristics immediately before the loss.
Bodily injury	Means accidental death of, or personal injury to, any person. This includes sickness, disease, disability, shock, fright, mental anguish, or mental injury.

## Definitions of key terms



Term	Definition
<b>Change in circumstances</b>	Means any change that may alter the nature of the risk or increase the likelihood of a claim occurring.
<b>Communicable disease</b>	<p>Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ol style="list-style-type: none"><li>1. the substance or agent includes a virus, bacterium, parasite, or other organism, or any variation of these, whether living or not</li><li>2. the method of transmission, whether direct or indirect, includes airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and<ol style="list-style-type: none"><li>a) for the purposes of the liability exclusion, the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare, or property damage</li><li>b) for the purposes of the physical damage exclusion, the disease, substance, or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of, or loss of use of property.</li></ol></li></ol>
<b>Computer system</b>	<p>Means:</p> <ol style="list-style-type: none"><li>1. for the purposes of the cyber liability exclusion, any computer, hardware, software, information technology and communications system, electronic device including any similar system, and any associated input, output, data storage device, networking equipment, or back-up facility.</li><li>2. for the purposes of the cyber physical damage exclusion, any computer, hardware, software, communications system, electronic device (including smart phone, laptop, tablet, wearable device), server, cloud, or microcontroller including any similar system, and any associated input, output, data storage device, networking equipment, or back-up facility.</li></ol>

### Section 5: Definitions

## Definitions of key terms



Term	Definition
Current value	<p>Means the reasonable cost, as estimated by an appropriately qualified party appointed by us, to buy, immediately before the event, a vehicle of the same:</p> <ol style="list-style-type: none"><li>1. year</li><li>2. make, model, and specification, and</li><li>3. general condition including mileage/hours</li></ol> <p>as your damaged vehicle.</p>
Cyber incident	<p>Means a single or a series of related:</p> <ol style="list-style-type: none"><li>1. unauthorised or malicious acts, regardless of time and place, or the threat or hoax</li><li>2. failures to act, any errors or omissions or accidents</li><li>3. breaches of duty, statutory duty, or regulatory duty or trust involving access to, processing of, use of, or operation of any computer system or any data by any person or group.</li></ol>
Cyber loss	<p>Means any loss, damage, liability, injury, compensation, sickness, death, expense, or any other amount incurred by you directly or indirectly arising out of or in any way connected with any cyber incident.</p>
Data	<p>Means information, facts, concepts, code, or any other information that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.</p>
Event	<p>Means one incident, or a series of linked incidents, causing loss that arises from one source or original cause.</p>

## Definitions of key terms



Term	Definition
Excess	Means the amount shown in the schedule that you must contribute as the initial payment towards the cost of each claim under your policy.
Loss	Means physical loss, physical damage, or physical destruction occurring during the term.
Policy	Means a contract made up of the following parts. <ol style="list-style-type: none"><li>1. your information and any application you supplied us</li><li>2. your policy document</li><li>3. the schedule, which sets out the assets covered, the level and type of cover, and any special terms and conditions</li><li>4. any renewal advice or endorsement notices.</li></ol>
Schedule	Means the most recent schedule we have issued to you.
Spouse	Means your husband or wife, civil union partner, or person with whom you are in a de facto relationship as defined in the Property (Relationships) Amendment Act 2001.
Sum insured	Means the sum insured (if any) shown in the schedule.
Term	Means the period of insurance of your policy shown in the schedule and for any subsequent period that we may agree.

### Section 5: Definitions

## Definitions of key terms



Term	Definition
<b>Terrorism</b>	Means an act including the use of force or violence or the threat of force or violence, by any person or group, whether acting alone, on behalf of, or in connection with any organisation or government, which is committed for, or in connection with political, religious, ideological, ethnic, or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear.
<b>Theft</b>	Means loss caused by the unlawful taking or attempted taking of the vehicle, its parts, accessories, or contents with the intention to deprive the owner of possession, whether temporarily or permanently.
<b>Vehicle</b>	Means the motor vehicle(s) shown in the schedule, including their accessories while in or on the motor vehicle(s) and any other motor vehicle(s) for which cover is extended under your policy.
<b>Vicarious liability</b>	Means your employer will be liable for your negligent acts if your acts are carried out in the course of the employment with your employer.
<b>We, us, or our</b>	Means Medical Insurance Society Limited, a business division of Medical Assurance Society New Zealand Limited.
<b>Window glass</b>	Means your vehicle's front or rear windscreen, side window glass and standard sunroof. It does not include a panoramic sunroof, mirrors, or lights.
<b>You or your</b>	Means the person or entity named in the schedule as 'The Insured'.





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Thank you  
for insuring  
with us.

