

# Motor Vehicle Insurance Policy

Policy  
Document



# KEY FEATURES OF THIS POLICY

## Cover options

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

### Comprehensive

This cover option provides the broadest cover available providing 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 cover option provides more limited cover for loss or damage to the insured vehicle (due to fire and theft only) as well as legal liability for damage caused to other people's property.

### Third party only (TPO)

This cover option provides legal liability cover for damage caused to other people's property only, there's no cover for damage to your vehicle included in this option.

### Fire and theft only (FT)

This cover 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 cover option is designed for vehicles in storage or restoration.

\*Cover options are limited for certain vehicle types.

## Policy cover at a glance

Insured events		Comprehensive	TPFT	TPO	FT	Page
Legal liability		✓	✓	✓	X	12
Theft		✓	✓	X	✓	9
Malicious damage		✓	X	X	X	9
Fire and explosion		✓	✓	X	✓	9
Storm, hail, lightning, rain, flood or other water damage		✓	X	X	X	9
Own vehicle damage: collision		✓	X	X	X	9
Additional benefits	Sub-limit	Comprehensive	TPFT	TPO	FT	Page
Accidental death	\$20,000	✓	X	X	X	9
Accommodation and travel expenses	\$1,000	✓	X	X	X	9
Glass breakage excess and no claims bonus protection	As per policy limits	✓	X	X	X	9
Locks and keys excess and no claims bonus protection	As per policy limits	✓	X	X	X	10
Medical emergencies	As per policy limits	✓	✓	✓	X	10
New vehicle	As per policy limits	✓	X	X	X	10
Not at fault excess and no claims bonus protection	As per policy limits	✓	✓	X	X	10
Parts and accessories stored at home	\$1,000	✓	X	X	X	10
Protection against uninsured drivers	\$3,000 / policy limit for comprehensive	✓	✓	✓	X	10
Replacement vehicle purchase	As per policy limits	✓	✓	X	X	10
Trailers	\$2,000	✓	X	X	X	11
Vehicle recovery costs	As per policy limits	✓	✓	X	X	11
You choose your repairer	As per policy limits	✓	✓	X	✓	11
Optional benefits	Sub-limit	Comprehensive	TPFT	TPO	FT	Page
Hire car cover	\$100 per day	✓	X	X	X	11

# Important cover sub-limits

Policy items	Sub-limit	Page
Legal liability	\$10,000,000	13
Bodily injury	\$1,000,000	13
Defence costs	\$10,000	12
Non factory modifications	\$2,000 stereo / \$0 all other modifications (unless advised)	8

# Important conditions of cover

## Vehicle use

You must notify 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.

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## Driver restrictions

There is no cover under this policy for any driver who:

- drives with a breath/alcohol or blood/alcohol concentration that exceeds the legal limit; or
- fails to provide a breath or blood sample when requested; or
- fails to stop at the scene of an accident; or
- is under the influence of a drug or other intoxicating substance; or
- is unlicensed to drive the vehicle, or in breach of their licence conditions.

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## Roadworthiness

There is no cover under this policy when the insured vehicle is being used while in an unsafe or unroadworthy condition.

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# Notifying us when things change

You must tell us immediately if, at any time after the start of this policy, there are changes in circumstances that may alter the nature of the risk or increase the likelihood of a claim occurring.

Examples of a change that could make a claim more likely include but are not limited to:

1. any modification or changes to your vehicle that are different from the manufacturer's standard specifications; or
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. if you or any other person insured under the policy commits, is charged with, or convicted of, any criminal offence or traffic offence (not including parking tickets).

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# Cover exclusions

There are a range of specific exclusions to the cover provided by this policy which include such things as loss of use, loss of value, consequential loss, or depreciation, wear and tear, corrosion, or existing defects or damage to your vehicle, mechanical or electrical failure (refer to Section One of the policy for further details), and a number of general exclusions in Section Three of the policy.

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# Your obligations

You must act honestly 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 seek to settle your claim.

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## Important notice

These key features of the policy are only a summary of the main terms of the policy and do not form part of the policy document or any contract with MAS. You should read the full policy terms and conditions that follow to ensure you understand all of the terms of the policy, including the conditions and limitations of the cover offered as well as your obligations to MAS.

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# WELCOME

Thank **you** for choosing to entrust **us** with **your** motor vehicle insurance policy needs. **We** have designed this document to provide a clear understanding of **your** contract with **us**. If anything is unclear or **you** have any questions, please contact **us** on **0800 800 627**.

Please read the following document carefully. It contains important information regarding what **we** can and can't cover in **our** agreement with **you**.

## Changing your mind

If **you** are not completely happy with this **policy**, or **you** change **your** mind, please tell **us** within 30 days of it commencing. **We** will cancel **your policy** as if it had never existed and refund in full any premium **you** have paid.

Please note that this clause does not apply if a claim has been made.

## Your policy and how it works

**Your policy** consists of:

1. **your application** and any other information **you** supplied to **us**; and
2. this **policy** wording; and
3. the **schedule** and any subsequent renewal advice or endorsement notices.

Once **you** have agreed to pay the premium and **we** have accepted **your** application, **we** will insure **you** under this **policy** for the **term** shown in the **schedule**. **You** cannot make a claim until **you** have paid **your** premium.

Failure to pay the premium within 30 days of the commencement of the **term** will result in this **policy** being deemed null and void from the start date of the **term**.

The words in bold in this **policy** are defined. The definitions are listed at the back of this document, or where they apply to only to one clause, within that clause.

The headings and section introductions are for reference only and must not be used in interpreting this document.

## Your duty of disclosure

When arranging, amending or renewing this **policy**, **you** have a legal duty of disclosure. **You** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

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

If **you** breach this duty, **we** may decline to pay all or part of **your** claim, or **your policy** cover may be cancelled as if it had never existed.

When in doubt, disclose. **We** treat all information confidentially.

## Change in circumstances

**You** must tell **us** immediately if, at any time after the start of this **policy**, there are changes that may 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 (but are not limited to):

1. any modification or changes to **your vehicle** that are different from the manufacturer's standard specifications; or
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. if **you** or any other person insured under the **policy** commits, is 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/or other terms and conditions of this **policy**.

If **you** are in any doubt, **you** should disclose information, whether or not **we** have asked questions that relate to it. If **we** are not told about a **change in circumstances**, **we** will be entitled to decline any claim and **we** may cancel this **policy** from the date of the change.

## Take reasonable care

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

**Your** claim or that of any other person covered under this **policy** will not be covered if **you** or they are reckless or grossly irresponsible.

**Your** property must be locked and the keys removed when unattended.

## Interested parties

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

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

By notifying **us** of the interested party, **you** authorise **us** to disclose personal information about **you** to this party. A party who **we** record as having a financial interest under this **policy** is not insured by this **policy** and has no rights to claim directly under this **policy**.

If the property is owned by anyone other than **you**, such as the trustee(s) of a family trust, **you** must notify **us** so **we** can ensure that the correct party(s) or entity(s) are named as 'The Insured' in the **schedule**.

## Cancellation

**You** may cancel this **policy** at any time by giving **us** notice and **we** will refund any premium due to **you** based on the period of the **term** that **you** have not used. **We** may retain a minimum premium charge for the time cover that has been provided.

**We** may cancel this **policy** during the **term** if:

1. **you** have failed to meet the obligations of the 'Your duty of disclosure' clause or 'Change in circumstances' clause in the Welcome Section of this **policy**; or
2. a **change in circumstances** results in **you** or **your vehicle** no longer meeting **our** underwriting qualifying criteria; or
3. **you** have failed to meet the obligations of the 'Policy compliance' clause in the General Conditions Section of this **policy**; or
4. **you** have failed to pay the premium within 30 days of the **term** starting; or
5. **you** have failed to pay the value of a dishonoured premium instalment within 30 days of the dishonour occurring; or
6. **you** have acted fraudulently or dishonestly; or
7. **you** breach **your** duty of utmost good faith to **us**.

**We** will send **you** written notice of cancellation to **your** last known postal or email address at least 14 days before the cancellation takes effect (except where **you** have failed to pay the premium within 30 days of the **term** starting. In this event, **your policy** will be cancelled from the start of the **term** without further notice to **you**). **We** will refund the unused portion of any premium **you** have already paid to **us**.

**Your policy** is automatically cancelled if **we** pay out the total **sum insured** or **current value** of **your policy** on a claim. If this happens, there will be no refund of premium.

## 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 sets out some of **your** rights when dealing with **us**. If **we** fail to comply with the Fair Insurance Code, **we** can be reprimanded, fined or expelled from ICNZ. **We** view the Fair Insurance Code guidelines as a minimum only and encourage **you** to read the code to understand **your** rights and responsibilities when dealing with **us**. Please contact **us** if **you** would like to receive a copy of the code, alternatively, it can be accessed at: [icnz.org.nz](http://icnz.org.nz).

## Making a complaint

**We** are committed to high standards of customer service. If **you** are not satisfied with **our** service, a decision **we** have made, or **our** company policies, please contact **us** and let **us** know. **We** have a formal complaints procedure to help resolve any problems that may arise.

If **you** make a complaint to **us**, **we** will:

1. acknowledge **we** have received **your** complaint within five business days;
2. give **you** the name and contact details of the person handling **your** complaint;
3. ensure that an experienced person who has not handled **your** case fully investigates **your** complaint;
4. respond to **your** complaint within 10 business 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 about those timeframes;
5. update **you** at least once every 20 business days, or another such interval as **we** may agree with **you**, until **your** complaint is resolved.

If **we** cannot resolve **your** complaint to **your** satisfaction through **our** internal dispute resolution process within two months, **we** will explain **our** reasons to **you** in writing and provide **you** with a 'letter of deadlock'. Depending on the nature of the problem, **you** may then have access to **our** independent, external dispute resolution scheme, the Insurance and Financial Services Ombudsman Scheme which is available to help resolve disputes: [ifso.org.nz](http://ifso.org.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: [hrc.co.nz](http://hrc.co.nz).

## 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**.

**You** have rights of access to, and correction of, **your** personal information on **The Register** under the Privacy **Act** 1993.

## Setting the sum insured

It is **your** responsibility to ensure 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** in this process.

If **you** feel premiums are too high for the **sum insured you** require, please discuss **your** concerns with **us**. **We** can offer solutions such as voluntary **excesses** to assist in keeping **your** insurance costs down.

It is important that **you** review **your sum insured** at every renewal and make adjustments as required. For a motor **vehicle**, **you** may need to reduce the **sum insured** as the **vehicle** ages and decreases in value.

## One event – one excess

Where an **event** results in a claim under this **policy** and another **policy you** have with **us**, **you** only have to pay one **excess**. This will be the highest applicable **excess** of any of the **policies**.

This clause is not applicable where an **event** results in a claim under this **policy** and a Business Risks or Contract Works **policy**.

## Secured No Claims Bonus

If **you** hold this **policy** for a continuous period of five years and do not make a claim (excluding glass claims), **you** qualify for **our** Secured No Claims Bonus. Once **you** qualify and 'Secured No Claims Bonus' is shown in the **schedule**, **your** maximum No Claims Bonus is protected for the life of the **policy**, regardless of the number of claims **you** may make.

# POLICY INTRODUCTION

## Your vehicle and drivers

Special conditions apply to this **policy** when **your vehicle** is being used for different purposes or driven by different people. **You** must comply with all the following conditions before any claims will be accepted.

### Vehicle use

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

- (a) for private, domestic, social or pleasure purposes; or
- (b) for volunteer community activities such as social welfare, religious or youth support; or
- (c) by **you** personally for business purposes, except if **you** are a:
  - commission agent, salesperson, service person, or commercial traveller; or
  - insurance representative, agent, broker or assessor; or
  - stock, station, land or real estate agent; or
  - courier or taxi driver; or
  - 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 being used:

- (a) to carry fare paying passengers (except when car pooling or car sharing) or for hire; or
- (b) for carrying or towing goods or samples in connection with any trade or business; or
- (c) being prepared, tested, or used:
  - for a race, trial, competition or contest of any kind or duration; or
  - for any high speed driver education; or
  - for track days or racing schools; or
  - 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**.

### Driver restrictions

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

- (a) drives with a breath/alcohol or blood/alcohol concentration that exceeds the legal limit; or
- (b) refuses to undergo a breath or blood test when legally required to do so; or
- (c) fails to stop or remain at the scene of an accident when legally required to do so; or
- (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 his or her licence conditions. This does not apply if the driver licence has expired and is capable of being 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, providing **you** lay a complaint with the police. In that event, the driver of the stolen or converted **vehicle** has no cover under this **policy**.

### Modifications and roadworthiness

**You** must notify **us** immediately if **you** have made any modifications to **your vehicle**, including but not limited to, lowered suspension, modified exhaust systems, addition of mag wheels or blow off valves.

This **policy** does not include cover:

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

For the purpose of 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**.



# SECTION ONE: LOSS TO YOUR PROPERTY

## 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** and while it 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** and while it is in New Zealand if 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.

Under all cover type options, **you** are not covered for:

1. loss of use, consequential loss, or depreciation; or
2. wear and tear, corrosion, or existing defects or damage to **your vehicle**; or
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**; or
  - (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; or
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 this **policy**; or
  - (b) is as a result of the malicious actions of someone not insured by this **policy**; or
5. loss or reduction of value following repair of **your vehicle**.

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

## Automatic additional benefits

The following benefits are automatically included in addition 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, dies as a result of a sudden **accidental event**, **we** will pay \$20,000 to the estate of that person.
2. If more than one person's estate is entitled to this benefit, it will be divided equally among each estate.
3. The most **we** will pay during the **term** is \$20,000 irrespective of 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 this **policy**.
2. **We** will pay up to \$1,000 per **event**.
3. This benefit can only be claimed if the **schedule** shows 'Comprehensive' cover type.

### Glass breakage – excess and No Claims Bonus protection

1. If a claim is solely for sudden, **accidental loss to your vehicle** windscreen, window glass, sun roof or other body window glass, **we** will cover the costs of repair or replacement. **You** do not need to pay an **excess** and **your** No Claims Bonus will not be affected by the claim.
2. This benefit does not extend to lights, indicators or their covers, or mirrors.
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:
  - they have been lost or damaged; or
  - you** have good reason to believe that they have been stolen or duplicated without **your** consent during the **term**.
- You** do not need to pay an **excess** and **your** No Claims Bonus will not be affected by a claim under this benefit.
- This benefit can only be claimed on if the **schedule** shows 'Comprehensive' cover type.

## Medical emergencies

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

- your vehicle** is being driven by a person who would not otherwise have been covered under this **policy**; or
- 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 'Section Three: General Exclusions' will continue to apply.

## New vehicle

- If **we** accept a claim under this **policy** and **your vehicle**, purchased new by **you** in New Zealand, is less than 1-year-old (or 2-years-old and has travelled not more than 40,000 kilometres) on the date of **loss**, and **we** have deemed it uneconomical to repair, **we** will:
  - replace it with a new vehicle of the same make, model and specification; or
  - pay the last known advertised/publicly available price for which the same vehicle could have been purchased, if a vehicle with the same make, model and specification is no longer available in New Zealand.
- This benefit can only be claimed on 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:
  - you** establish to **our** satisfaction that an identified party is completely at fault for the **loss**; and
  - you** provide to **us** the name and address of that party and the make, model and registration number of the vehicle that person was driving.

## 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 per **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, provided:
  - you** establish to **our** satisfaction that an identified party is completely at fault for the **loss**; and
  - you** provide to **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 **current value** of **your vehicle**; or
  - \$3,000whichever is less.
- This benefit can only be claimed on 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 notify **us** within that 30-day period. **We** may alter the terms of cover and **you** must pay any additional premium **we** require from the date of purchase.
- We** will cover **you** for **loss** to a replacement vehicle up to the purchase price of that vehicle.

## Trailers

1. **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**.
2. **We** will pay the **current value** for the trailer, up to \$2,000.
3. This benefit can only be claimed on if the **schedule** shows 'Comprehensive' cover type.

## Vehicle recovery costs

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

## You choose your repairer

1. If **we** have accepted a claim under this **policy** and **your vehicle** is repairable, **you** are entitled to select a repairer of **your** choice.
2. 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 appointed by **us**.
3. If **you** select a repairer approved by **us**, **we** will guarantee the quality of the repairs completed under the claim, subject to the terms and conditions of this **policy** and provided any claim under this guarantee is made while **you**:
  - (a) own the **vehicle**; and
  - (b) continue to insure the **vehicle** with **us**.

## Optional benefits

The following benefits are available for purchase by **you**. Payment of an additional premium is required and each benefit must be shown individually in the **schedule** before **we** will provide cover under that benefit.

### Hire car cover

1. If **you** have selected this benefit and **we** have accepted a claim under this **policy**, **we** will also cover the reasonable costs of a hire vehicle until:
  - (a) **your vehicle** has been repaired or replaced; or
  - (b) **we** have paid **your** claim; or
  - (c) 30 days total hire has been incurredwhichever occurs first.
2. The hire vehicle must not be better than the equivalent, size, style and specification to **your vehicle**.
3. The most **we** will pay is \$100 per day, irrespective of the total hire cost for an equivalent vehicle.
4. You will be required to pay any difference in hire cost between the limit of this policy and that charged by the hire company.

5. **We** will not pay for:
  - (a) fuel, vehicle running or maintenance costs; or
  - (b) any deposit or bond for the hire vehicle.
6. **We** will insure the hire vehicle on the same terms and conditions as **your vehicle**.
7. This benefit does not apply if:
  - (a) **your vehicle** is a mobile home, motor cycle, caravan or trailer; or
  - (b) **your** claim is solely for **loss** to windscreen or other window glass.
8. This benefit can only be purchased if the **schedule** shows 'Comprehensive' cover type.

## What you will receive

The following section outlines when **we** will choose to repair or replace **your vehicle**, and what **you** can expect to receive once **your** claim has been accepted by **us**.

### Repairable

1. If **we** consider **your vehicle** is economic to repair, **we** will at **our** option:
  - (a) 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
  - (b) pay **you** the reasonable cost of repairs as estimated by **our** assessor.
2. If any required parts are not available in New Zealand, **we** will pay the reasonable cost of having the part sourced overseas.

### Uneconomic to repair or stolen not recovered

1. If **we** consider **your vehicle** is uneconomic to repair, or it has been stolen and not recovered:
  - (a) if the **schedule** shows **your vehicle** is insured for 'Agreed Value', **we** will pay **you** the **sum insured** shown in the **schedule**; or
  - (b) If the **schedule** shows **your vehicle** is insured for 'Market Value', **we** will pay **you** the **current value** of **your vehicle** at the date of the **loss** as assessed by **us**.
2. **We** are entitled to retain any salvage including **your vehicle** wreck and **your vehicle accessories** and modifications.
3. **Your policy** will be automatically cancelled and **you** will not be entitled to any pro rata refund of **your** premium.
4. **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 TWO: LEGAL LIABILITY

## Your legal liability

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/or
  - (b) **accidental bodily injury** to others.
2. where it is alleged **you** are legally liable, and that legal liability would be covered under this **policy** if established, **we** will also cover **you** for **your** reasonable legal expenses to defend that allegation.

If 'Fire and **Theft**' cover type is shown in the **schedule**, **you** do not have any cover under 'Section Two: Legal Liability' of this **policy**.

Under all cover type options, **you** are not covered for:

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; or
  - (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**; or
  - (c) gross negligence or deliberate **loss** caused by **you**; or
  - (d) **bodily injury** to any member of **your** immediate family or any business associate; or
  - (e) **your vehicle** when located at any part of an airport including runways, manoeuvring areas, ramps, aprons and hangars to which aircraft have access; or
  - (f) asbestos.
2. Fines, penalties or exemplary damages.

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

## Automatic additional benefits

The following benefits are automatically included in addition to the standard cover for liability to third parties.

### Defence costs

1. **We** will cover the reasonable legal defence costs of defending a charge of:
  - (a) manslaughter; or
  - (b) careless or reckless or dangerous driving causing death or injurybrought against:
  - (a) **you**, or **your spouse**, parent, child or dependant who normally resides with **you** and is nominated in the **schedule**, in connection with the driving of **your vehicle** during the **term**; or
  - (b) **you**, or **your spouse**, parent, child or dependant who normally resides 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**, provided the vehicle was driven with the owner's consent and neither **you**, they, nor that other person have any other liability insurance that applies.
2. **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.
3. Despite item 2 above, 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 apportion defence costs fairly between different charges.
4. 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 Section Two of this **policy** to **you**, on the same terms, to cover **your** legal liability arising from driving any other vehicle, provided:

- (a) **you** do not own the other vehicle; and
- (b) **you** and the owner of the vehicle have no other liability insurance that applies; and
- (c) the other vehicle is not a hire or rental vehicle.

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

## 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, provided that:

- (a) **your vehicle** is being used within the vehicle use limits shown in the 'Vehicle Use' Section of this **policy** wording; and
- (b) the employer's vicarious liability is not covered by any other insurance; and
- (c) **you**, or any other employee who has **your** consent, complies with the terms of this **policy**.

## Other drivers of your vehicle

**We** will extend the cover under section Two of this **policy**, on the same terms, to anyone who drives **your vehicle** with **your** consent, provided that person:

- (a) has no other liability insurance cover that applies; and
- (b) complies with the terms of this **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 this **policy**.

## Ship carriage

**We** will extend the cover under Section Two of this **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 Section Two of this **policy**, on the same terms, to include **your** legal liability in connection with any trailer or caravan being towed by **your vehicle** (provided the trailer or caravan is not otherwise insured)

# What you will receive

The following section outlines what **you** can expect to receive once **your** claim has been accepted by **us**.

## Property damage

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

## Bodily injury

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

## Total per event

The most **we** will pay in total for all legal liability, including costs and expenses, for any one **event** and irrespective of how many **policies you** hold with **us**, is \$10,000,000.

# SECTION THREE: GENERAL EXCLUSIONS

The following exclusions are applicable to all sections of this **policy** wording.

## ACC

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

## Civil commotion/riot

There is no cover under this **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 this **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:

- (a) a **communicable disease**, or
- (b) 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 this **policy** for any **loss**, damage, liability, or expense directly or indirectly arising out of, or in any way connected with:

- (a) a **communicable disease**, or
- (b) 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 this **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 this **policy**.

## Cyber – Liability

There is no cover under this **policy** for any **cyber loss**.

## Cyber – Physical damage

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

- (a) the functionality, availability or operation of a **computer system**.
- (b) 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

1. Unless specifically stated otherwise under another part of this **policy**, **you** are not covered for any applicable **excesses**.
2. The applicable **excesses** will be deducted from the amount of **your** claim.

## Modifications

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

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

## Terrorism

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

## War

There is no cover under this **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 FOUR: GENERAL CONDITIONS

The following conditions are applicable to all sections of this **policy** wording and must all be met before **we** will pay any claim under this **policy**.

## Alteration of terms

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

**We** may alter the terms of this **policy** during the **term**:

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

**We** will send written 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 the **policy** with effect from the date of the proposed changes by notifying **us**. **We** will refund any premium due to **you** based on the period of the **term** that **you** have not used. **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 this **policy**, **you** must pay for the value of that improvement before **repair or replacement** commences.

## Breach of Conditions

If **you**, or any other person **we** insure under this **policy** breaches any of the conditions of this **policy**, **we** may at **our** sole discretion:

- (a) decline or reduce any claim; or
- (b) declare this **policy** to be void or unenforceable.

## Goods and Services Tax (GST)

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

## Governing law

This **policy** is governed by the laws of New Zealand and the courts of New Zealand have exclusive jurisdiction in relation to any issues, disputes or claims arising under or in relation to it.

## Joint insurance

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

## Making a claim

1. **You** must:
  - (a) 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 this **policy**. Please telephone **us** on **0800 800 627**; and
  - (b) take all reasonable steps to minimise **your loss** or liability, and try to avoid any further **loss** or liability; and
  - (c) complete **our** claim form in full, if requested; and
  - (d) allow **us** to investigate and inspect the **loss** or liability; and
  - (e) provide reasonable justification for any claim, and any other information or assistance that **we** need; and
  - (f) act reasonably and cooperate fairly in **your** communications and dealings with **us**; and
  - (g) 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 any such information; and
  - (h) give **us** permission to provide personal information that relates to **your** claim held by **us** to any other party to assist with the settlement of **your** claim; and
  - (i) forward to **us** all relevant information and correspondence; and
  - (j) lay a complaint with the police if **you** suspect a crime has been committed, and provide **us** with a copy of the police complaints acknowledgement form, and if requested, any other police reports in relation to the circumstances in which any claim arises; and
  - (k) take reasonable steps to obtain details of any other person, property or vehicle in the circumstances giving rise to the claim, and any witnesses to the **event** giving rise to the claim.

2. **You** must not:
  - (a) dispose of **your** property being claimed for without **our** permission; or
  - (b) start any repairs without **our** permission, unless required to limit further **loss**; or
  - (c) admit responsibility for any **loss** or liability; or
  - (d) say or do anything that may prejudice **our** ability to defend any claim made against **you**, or make recovery for the **loss** from any other person who may be responsible for it.

3. **You** have a right to:
  - (a) access the information that **we** have relied on in evaluating **your** claim; and
  - (b) ask **us** to correct any mistakes or inaccuracies in that information.

**We** may withhold the information **we** have relied on in evaluating **your** claim from **you** in some circumstances. If **we** do this, **we** will give **you** reasons. **You** can request these reasons in writing, and **you** can request 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).

4. After **you** have made a claim:
  - (a) **we** have the sole right to act in **your** name and negotiate, defend or settle any liability on **your** behalf, at **our** own expense. **We** may appoint **our** own lawyers to defend the matter who will report to **us**; and
  - (b) **we** may pay the maximum amount payable under Section Two of this **policy** (or any lesser amount for which the liability can be settled), plus the legal costs and expenses incurred to date. This will satisfy **our** obligations under Section Two of this **policy** in full; and
  - (c) **we** may take over in full any legal right of recovery that **you** have. **You** must assist **us** in doing this, including, without limitation, providing documents and other evidence and attending court hearings of required; and
  - (d) if **your** claim relates to damaged property, **we** are entitled to retain possession of the damaged property and deal with salvage in reasonable manner. **You** cannot abandon property to **us**; and
  - (e) 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** request it; and
  - (f) **you** must reimburse **us** if **you** receive any money from any person ordered to make reparation to **you** in relation to a claim **we** have paid.

5. When a catastrophe or disaster strikes, **we** may receive a large number of claims. **We** will:
  - (a) use **our** best efforts to meet all of **our** commitments in the Fair Insurance Code; and
  - (b) respond as quickly as possible and in a professional, practical and compassionate manner; and
  - (c) update **you** at least once every 20 business days until **your** claim is resolved; and
  - (d) prioritise **our** service for **our** most vulnerable Members.
6. If **your** claim is dishonest or fraudulent in any way, **we** may decline **your** claim, wholly or partially and, at **our** discretion, declare that this **policy** is void and unenforceable from the date of the dishonest or fraudulent act.

## Other insurance

1. **You** must notify **us** immediately of any other insurance policy that covers **you** for any of the risks covered under this **policy**.
2. If any other insurance policy exists, **we** will only pay over and above the amount payable under that other policy.

## Policy compliance

Before **we** pay any claim under this **policy**, **you** must:

- (a) comply with all its terms; and
- (b) pay any outstanding premium.

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

- (a) apply for or renew this **policy**; and
- (b) notify **us** regarding any change in circumstances; and
- (c) make any claim under this **policy**.

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



## Policy renewal

1. 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:
  - (a) **you** have failed to meet the obligations of the 'Your duty of disclosure' clause or 'Change in circumstances' clause in the Welcome Section of this **policy**; or
  - (b) a **change in circumstances** results in **you** or **your vehicle** no longer meeting **our** underwriting qualifying criteria; or
  - (c) **you** have failed to meet the obligations of the 'Policy compliance' clause in the General Conditions Section of this **policy**; or
  - (d) **you** have acted fraudulently or dishonestly; or
  - (e) **you** have breached **your** duty of utmost good faith to **us**; or
  - (f) the product has been discontinued.
2. 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 ensuring that the **sum insured** is sufficient to meet **your** needs.
3. **We** will notify **you** of changes however it is **your** responsibility to read the **policy** wording and review **your schedule** and invoice before paying the premium for the new **term**. If **you** disagree with the changes to **your policy**, **you** may lapse the **policy** with effect from the expiry date of the current **term** by notifying **us**.
4. **You** must pay the premium for the new **term** before the current **term** expires. Failure to do so will result in the **policy** lapsing on the expiry date of the current **term**.

# SECTION FIVE: DEFINITIONS

The following words have special meaning within this **policy** wording and have been defined below to assist in **your** understanding of the **policy** terms and conditions.

The definitions apply to the plural and to any derivatives of those words. For example, the definition of 'accidental' also applies to the words 'accident', 'accidentally' and 'accidents'.

## Accessories

Means any non-essential part of **your vehicle**. This includes, without limitation:

- fitted radios, audio equipment and other in-vehicle entertainment systems; and/or
- fitted navigation systems; and/or
- fitted telephones and other communications equipment designed for it; and/or
- bicycle carriers, roof racks, storage boxes or other devices for carrying equipment that can be fitted to **your vehicle**; and/or
- car seat covers, child seats and floor mats.

## Accidental

Means unintended and unexpected by **you** and any other person insured under this **policy**.

## Act

Means an Act of Parliament and any substitution of, amendment to, or replacement of that Act and any statutory regulations made under that Act.

## Application

Means the information provided by **you** to **us** when **you** purchased this insurance or requested a quotation 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 prior to 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 prior to 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.

## Change in circumstances

Means any change that may alter the nature of the risk or increase the likelihood of a claim occurring.

## Communicable disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 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; or
  - 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.

## Computer system

Means:

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.

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.

## Current Value

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:

- year; and
- make, model and specification; and
- general condition including mileage/hours

as **your** damaged **vehicle**.

## Cyber incident

Means a single or a series of related:

- unauthorised or malicious acts, regardless of time and place, or the threat or hoax;
- failures to act, any errors or omissions or accidents; or
- 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(s) of persons.

## Cyber loss

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**.

## Data

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**.

## Event

Means one incident, or a series of linked incidents causing **loss** that arise from one source or original cause.

## Excess

Means the amount shown in the **schedule** that **you** must contribute as the initial payment towards the cost of each and every claim under the **policy**.

## Loss

Means physical loss, physical damage or physical destruction occurring during the **term**.

## Policy

Means a contract consisting of:

- **your application** and any other information **you** supplied **us**; and
- this policy wording; and
- the **schedule** and any subsequent renewal advices or endorsement notices.

## 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 shown in the **schedule**.

## Term

Means the period of this **policy** shown in the **schedule** and for any subsequent period that **we** may agree.

## Terrorism

Means an act including, but not limited to, the use of force or violence and/or the threat thereof, by any person or group/s of persons, whether acting alone, or on behalf of, or in connection with, any organisation/s or government/s which is committed for, or in connection with political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

## Theft

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.

## Vehicle

Means the motor vehicle(s) shown in the **schedule**, including their **accessories** while in the motor vehicle(s) and any other motor vehicle(s) in respect of which cover is extended under this **policy**.

## We, us or our

Means Medical Insurance Society Limited, a business division of Medical Assurance Society New Zealand Limited.

## You or your

Means the person or entity shown in the **schedule** as 'The Insured'.



Look us up at [mas.co.nz](http://mas.co.nz)  
Call us on 0800 800 627