

Ando/NZbrokers Car Policy



Thank you for choosing Ando Car Insurance

Find out what your insurance does and doesn't cover

This document explains how the insurance works, your responsibilities, and how to make a claim. Please read it carefully, as it's really important you understand it. While there's a lot of information, if you take time to read it now, you'll know what the insurance covers. Just as important – you'll also know what it doesn't cover.

This Car Insurance Policy document sets out the policy's benefits, what's not covered, and the main terms and conditions of the insurance agreement.

If you are viewing this digitally, I'm interactive. Click the section you'd like in the Table of Contents and go directly there.

Looking for something specific? Search key words by pressing **Ctrl + F (PC)** or **Command + F (Mac)** on your computer.

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Important stuff about this policy

Our promise to you

In return for **you** having paid or promised to pay the required premium **we** agree to insure **you** as set out in this policy.

Your policy

Your policy with **us** consists of:

- > any information provided to **us** by **you** or on **your** behalf including **your** proposal,
- > this policy document,
- > any endorsements or clauses that **we** apply to **your** policy, and
- > the **schedule**.

Duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** or anyone applying on **your** behalf must tell **us** everything **you** know (or could be reasonably expected to know) that might affect **our** decision when deciding:

- > to accept **your** insurance, and/or
- > the cost or terms of the insurance, including the **excess**.

In particular, **you** should tell **us** anything which may increase the chance of a claim under this policy, or the amount of a claim under this policy.

You also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** or anyone on **your** behalf breaches this duty of disclosure, **we** may treat this policy as being of no effect and to have never existed.

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

Changes to facts or circumstances during the policy

You must tell **us** of any material change to any of the facts or circumstances existing at the beginning of the **period of insurance**.

If **you** do notify **us** of a change, **we** may alter the premium, the terms of **your** insurance or cancel the insurance with effect from the date on which the change first occurred.

Changing your mind

If **you** change **your** mind **you** can cancel **your** policy within 30 days of it starting provided **you** have not made a claim.

We'll then cancel the policy from its commencement and refund in full any premium **you** have paid.

Reading this policy

There are words in bold that have specific meaning(s) and are explained in the 'Definitions' section at the end of this policy document.

The headings that **we** have used in this policy document are intended to help **you** find **your** way through it more easily. They are not intended to be used for interpreting the contents of the policy document.

Privacy Act and the Insurance Claims Register

By entering into this insurance contract with **us**, **you** consent to **your** personal information being collected by **us** and being shared by **us** with other insurance companies, claims supply partners and brokers, for the purposes of entering into this policy with **you** and any claim in connection with this policy. **You** also consent to any personal information **we** hold in connection with any claim that **you** make being transferred to the **Insurance Claims Register**, a register operated by Insurance Claims Register Limited for use by participant insurers, including **us**. This information may be accessed by participant insurers for the purpose of managing claims.

Fair Insurance Code

We are committed to complying with the Fair Insurance Code as published by the Insurance Council of New Zealand. This means **we'll**:

- > provide insurance contracts which are understandable and show the legal rights and obligations of both **us** and **you**;
- > explain the meaning of legal or technical words or phrases;
- > explain the special meanings of words or phrases as they apply in the policy;
- > manage claims quickly, fairly and transparently;
- > clearly explain the reason(s) why a claim has been declined;
- > provide **you** with a written summary of **our** complaints procedure as soon as disputes arise and advise **you** how to lodge a complaint and tell **you** about the Insurance and Financial Services Ombudsman Scheme.

Concern or complaint

We aim to provide a great standard of service in everything **we** do.

If **you** have a concern or complaint, **we** want to hear from **you** so that **we** have the opportunity to make it right. **You** can contact **us** on 09 377 1432 or see www.ando.co.nz for information on **our** complaints and dispute resolution process.

Cover types

This policy provides insurance for **your car** plus a number of extra benefits.

In this section, **we** explain what is covered by the policy. In the 'Policy Exclusions' section of this policy, **we** set out some of the things that **we** don't cover.

You should read both sections to get a full picture of what is covered by this policy.

Types of cover options

Full cover

If **your schedule** shows: 'Type of Cover – Full cover' then **you** are:

- > fully covered under the section 'What we agree to cover'.

Third party, fire and theft

If **your schedule** shows: 'Type of cover – Third party, fire and theft' then **you**:

- > have limited cover under the section 'What we agree to cover', only covering **accidental loss** to **your car** caused by:
 - > fire, or
 - > theft or attempted theft, unlawful conversion, or
 - > earthquake, volcanic eruption, hydrothermal activity or tsunami, and
- > are fully covered under 'Additional policy benefits – Emergency costs'
- > are fully covered under 'Additional policy benefits – Methamphetamine cover'
- > are fully covered under 'Additional policy benefits – Protection against uninsured drivers'
- > are fully covered under 'Cover for your legal liability' and 'Legal liability additional policy benefits'.

Third party only

If **your schedule** shows: 'Type of cover – Third party only' then **you**:

- > have no cover under the section 'What we agree to cover', with the exception of being
 - > fully covered under 'Additional policy benefits – Protection against uninsured drivers'
- > are fully covered under 'Cover for your legal liability' and 'Legal liability additional policy benefits'.

What we agree to cover

Cover for your car

The cover provided in this section depends on the type of cover shown on **your schedule**. If **your schedule** shows 'Type of Cover – Third party, fire and theft' or 'Type of Cover – Third party' then the cover set out in this section is modified as set out in the 'Cover types' section of this policy.

We'll cover you for accidental loss to the **car** that happens during the **period of insurance** in New Zealand, including in transit between places anywhere in New Zealand, while being used in accordance with the **car use** set out below and subject to the terms of this policy.

Your car

Your car includes:

- > the standard manufacturer's equipment and options,
- > any **accessories**,
- > any **modifications** that have been fitted to **your car** that **we** have agreed to in writing.

Your car does not include:

- > **modifications we** have not agreed to cover,
- > personal effects and household contents (such as CDs, clothes, sporting or recreational equipment, detachable GPS systems, eyewear or cell phones) in **your car**.

Insured car use

We'll only cover **you** when the **car** is being **used**:

- > for private, domestic, social or pleasure purposes,
- > community work including religious workers and social welfare workers, or
- > in connection with a business, profession or occupation, however not if the person **using** the **car** is doing so in their capacity as one of the following:
 - > salesperson, commission agent, service person or commercial traveller, or
 - > insurance representative, insurance agent or insurance broker, or
 - > land or real estate agent, or
 - > mortgage broker or mobile mortgage manager, or
 - > stock or station agent, or
 - > courier driver, delivery person, Uber or taxi driver, or
 - > member of a motor trade.

We won't cover **you** when the **car** is being **used**:

- > to carry fare-paying passengers (except when car-pooling or car sharing) or for hire, or
- > to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
- > to practice for or take part in any race, rally, pace-making, reliability trial or speed test, vehicle training or race track driver training day, or
- > on any racetrack.

Additional policy benefits

Accidental death and permanent disablement

We'll pay to **you** the amounts set out below if:

- > **you** are **injured** because of a **loss** covered by this policy, and
- > the **injury** happened while you were driving the **car** or were a passenger in the **car**, and
- > any of, or a combination of the below events happens within six months from the date of the **accident** and as a consequence of the **injury**.

The amounts payable are:

- > \$10,000 in the event of death, or
- > \$2,500 in the event of permanent total loss of sight of an eye, or
- > \$2,500 in the event of permanent total loss of use of a hand, or
- > \$2,500 in the event of permanent total loss of use of a foot.

If **you** suffer more than one of the above events, **we'll** only pay one amount.

The most **we'll** pay for all **injury** or death resulting from the same **accident** to all claimants is \$10,000 in total. **We** won't pay any benefit for **your** death or **injury** where **you** intended suicide or any self-inflicted **injury**.

Electronic hardware or system

Where any electrical or electronic hardware component or system (excluding **electronic data**) of the **car** has suffered a **loss** covered by this policy, **we** will pay for the necessary and reasonable costs of restoring, re-setting or re-programming:

- > software, programs and other coded instructions to restore manufacturer's settings, and
- > where work is required on any hardware component or system as part of repairing **loss** to other parts of the **car**

We will not pay any cost or expenses incurred for any data stored on any hardware component or system (this includes data affected as part of any repair to the **car**). If the electrical or electronic hardware or system is a key or a lock, the most we will pay is \$3,000 as per the 'Keys and Locks' Automatic Additional Benefit.

Emergency costs

If **we** have accepted **your** claim under this policy, **we'll** pay the reasonable costs for any of the following:

- > moving the **car** to the nearest repairer or place of safety,
- > storage of the **car**,
- > emergency repairs which are essential to get the **car** to **your** destination or a repairer,
- > if the **car** cannot be driven, transporting **you** and your passengers to **your** home,
- > returning the **car** to **your** home following its repair, or if it was stolen, following its recovery.

Excess protection

You will not be obliged to pay an **excess** if an identifiable driver of another vehicle causes **loss** that is covered by this policy, if **you**:

- > give **us** enough information to prove the driver of the other vehicle was completely at fault, and
- > give **us** the correct registration number of the other vehicle and information to identify the other driver (such as name and address or licence details), and
- > give **us** the help required to recover the **loss** from the driver of the other vehicle, or from its owner.

Fuel contamination

We will cover **you** for **accidental loss** or damage to **your car** caused by the incorrect fuel type or emission control fluid being used, including but not limited to:

- > diesel in a petrol engine, or
- > petrol in a diesel engine, or
- > fuel in the emission control fluid, such as AdBlu, and vice versa

We will not cover **you** for **loss** or damage to **your car** while being used with the correct fuel or emission control fluid type which is contaminated.

The most **we** will pay for any one **loss** during the **period of insurance** is \$10,000.

An **excess** of \$500 applies.

Keys and locks

We'll cover **you** for the cost of replacing the keys and locks for **your car** following theft, **loss** or the unauthorised duplication of **your** keys during the **period of insurance**.

The most **we'll** pay is \$3,000 for any one **loss**. If **you** have another policy with **us** which also covers these costs, the most **we'll** pay **you** is \$3,000 in total under all of the policies for any one **event**.

An **excess** of \$100 applies to each claim.

Medical expenses

We'll cover **you** for reasonable medical, surgical, dental and nursing treatment costs (including x-rays) incurred because of an **injury** that **you** suffer as a result of an **accident** covered by this policy.

We'll only pay **you** costs **you** have to pay which are not covered by the Accident Compensation scheme, or any other insurance policy **you** have.

The most **we'll** pay for any **accident** during the **period of insurance** is \$1,500. The **excess** does not apply to this additional policy benefit.

Methamphetamine contamination

You are covered for **contamination damage** to **your car** provided that it occurs in connection with the theft or illegal conversion of **your car** during the **period of insurance**.

You are not covered for any **contamination damage** that occurs as a result of **you** or any member of **your family**.

Where there is cover under this benefit **we'll** either:

- > arrange to remediate the contamination damage, or
- > pay you the reasonable costs to remediate the contamination damage as estimated by **us**.

The most **we'll** pay is the **sum insured** shown on **your schedule**.

Protection against uninsured drivers

If **your schedule** shows that **you** have 'Third Party, Fire & Theft cover' or 'Third Party Only cover', then this policy is extended to cover **accidental loss** to **your car** during the **period of insurance** caused by an uninsured driver of another car.

We'll, if **we** consider **your car** is economic to repair and at **our** option:

- > arrange to repair **your car** to substantially the same condition as it was before the **loss** occurred, or
- > pay **you** the cost of repairs as estimated by a loss adjuster appointed by **us**, or
- > if **we** consider **your car** is uneconomic to repair, pay **you** its **market value** up to \$4,000

provided **you**:

- > give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
- > give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver, and
- > give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

The most **we'll** pay for any one **accident** is \$4,000.

The **excess** does not apply to this additional policy benefit.

Replacement car cover

If **you** purchase a replacement car for your current **car**, or an additional car, **we'll** cover the replacement car or additional car on the same terms that apply to **your car**, provided:

- > **you** tell **us** within 30 days of the purchase date of the replacement car, and
- > **you** pay any extra premium which **we** may require, and
- > the replacement car's purchase price or value (whichever is the lesser) does not exceed \$100,000.

Road clearance costs

We'll pay reasonable costs incurred for removing debris from any road or parking area following a **loss** covered by this policy.

Temporary accommodation

We'll also pay the reasonable costs of temporary accommodation for **you** and **your** passengers if the **car** cannot be driven and **you** are unable to return to the place **you** are currently living or staying.

The limits contained in this additional policy benefit are in addition to the **sum insured**.

Temporary repairs

We will pay the reasonable cost of temporary repairs to **your vehicle** that are essential to make it roadworthy, to enable **you** to get to **your** destination or to a repairer following a **loss** covered by this policy.

Trailers

We'll cover **you** for **accidental loss** to a trailer owned, hired or leased by **you**. There is no cover for:

- > caravans or boat, horse or camper trailers,
- > the contents of any trailer,
- > trailers which are insured by another policy,
- > trailers which cannot be drawn by **your car**, or
- > a trailer which is being towed by **your car** in circumstances where **you** do not meet the terms of this policy.

We'll pay up to \$2,500 for any one **accident**.

An **excess** of \$100 applies to each claim under this additional policy benefit.

Trauma cover

We'll pay the reasonable costs of professional counselling services for **you** or **your family** and other passengers in the **car** because of an **injury** following an **accident** covered by this policy.

The most we'll pay is \$2,500 for any **accident**.

Valet costs

If **your car** is broken into and **loss** only occurs to the interior of the **car** during the **period of insurance** we'll pay the cost to clean and valet **your car**, provided **you** do not claim under any other part of this **car** policy.

The most we'll pay is \$750.

The **excess** does not apply to this additional policy benefit.

Vehicle servicing, emergency and 'Dial-a-driver' use

If **your schedule** shows that only specified drivers are covered and/or under 25 year old drivers are excluded, then those restrictions on the cover will not apply when **your car** is being driven:

- > by a member of the motor trade who is professionally engaged in the overhaul, upkeep, or repair of the **car**,
- > by a 'Dial-a-Driver' or
- > by anyone to a medical facility in the event of a medical emergency.

Optional policy benefits

This section contains cover(s) which can be added on to **your** policy for an additional premium.

If **you** have selected an Optional Policy Benefit(s) and paid the extra premium it will show on **your schedule**.

The exclusions and conditions in this policy apply to these Optional Policy Benefits, except where the policy expressly provides that they do not apply.

Ando roadside assistance

We'll provide a breakdown service for **your car** during the **period of insurance** which will:

- > fit the **car's** spare tyre if it has a flat tyre,
- > access the **car** if the **car** keys are locked inside,
- > provide 5-litres of fuel if the **car** is out of fuel,
- > get **your car** started if it has a flat battery,
- > arrange to tow **your car** to the nearest licensed mechanic or place of safety if the **car** is immobilised or not safe to drive.

Our breakdown service provides six call outs for any registered vehicle during the **period of insurance**. Extra call outs can be made however, all extra callouts are charged in line with the provider's standard rate. This further assistance is solely at **your** expense.

The **excess** does not apply to this breakdown service.

What you are not covered for

The breakdown service provided will not assist where the **car**:

- > has been left unattended,
- > is deemed inaccessible, or is not within easy access of a public road that is negotiable by a two-wheel drive vehicle, or
- > cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or similar conditions, or
- > was being **used** for competitions, racing or off-road activity, or
- > was involved in an **accident** or collision, or
- > was being misused, or was towing a weight greater than the manufacturers specifications, or
- > has broken down as a result of faulty workmanship, unauthorised repairs, or by the fitting of accessories which are aftermarket, or faults or defects connected with manufacturer recall, or
- > has been subject to excessive call-outs for reoccurring breakdowns including, but not limited to; driver error, failure to rectify faults, or, excessive fuel service claims, or
- > is outside New Zealand, or
- > is not in a roadworthy condition displaying a Warrant of Fitness.

Rental car

We'll cover **you** for the hire cost of a rental car on the terms set out below while **your car** is:

- > being repaired, or
- > not able to be driven until it is repaired, or
- > stolen and not recovered,

after a **loss** that is covered by this policy providing:

- > **we** arrange the rental car using **our** approved supplier, and
- > **you** pay for all running costs, and
- > the rental car is a passenger vehicle not exceeding 1800cc.

We'll contribute towards the reasonable costs of a rental car, up to a maximum of 14-days. If **we** are unable to arrange a rental car, **we'll** pay **you** \$60 per day, up to a maximum of 14-days or until the **car** is repaired, whichever comes first.

What you are not covered for

You are not covered if **your loss** is only for **accidental damage** to windscreens, windows, sun-roofs or driving lights.

This 'Rental car' optional policy benefit cover is only for the hire costs of the rental car. This policy doesn't insure the rental car while it is being used.

Windscreens and windows

If **your** claim is only for **accidental loss** to windscreens, windows, sunroof, factory fitted headlights, headlight protectors, fog lights, driving lights or tail lights of the **car**, **you** won't have to pay an **excess**.

We won't cover **excess** free the replacement of anything attached to the windscreen or window glass, **you** would need to pay **your excess** for claims involving these.

We won't cover any damage, wear, tear or deterioration to **your vehicle** that must be repaired to enable glass to be fitted.

Cover for your legal liability

You are covered for:

- > **accidental loss** to anyone else's property (including loss of use of that property), or
- > **accidental death or injury** to any person, occurring during the **period of insurance**.

caused by **your use** of **your car** in New Zealand (including transit between places in New Zealand) while it is being **used** in a manner covered by the 'What we agree to cover' section of this policy.

Defence costs

We'll also cover **you** for defence costs incurred by **you** with **our** approval, for liability arising under the above items.

Reparation

We'll cover **you** for **your** legal liability to pay **reparation** to a person who has suffered **accidental loss** of property or **injury** resulting from **you** committing an offence during the **period of insurance** in connection with **your use** of **your car** in New Zealand (including transit between places in New Zealand) while being **used** in accordance with the insured **car use** set out the 'What we agree to cover' section of this policy, subject to the terms of this policy, providing:

- > **you** or any other person entitled to cover under this benefit must tell **us** immediately if **you** or they are charged with the offence, and
- > **we** must give **our** written approval before any offer of **reparation** is made.

We do not cover **you** under **reparation** for any defence costs, court costs, levies or costs awarded for any offence.

Legal Liability additional policy benefits

Criminal defence costs

We'll pay reasonable legal costs **you** incur:

- > defending a charge of manslaughter, or dangerous driving causing death or careless driving causing death, or
- > representing **you** at any inquiry or coroner's inquest in connection with a death, which results from:
 - > **your use** of the **car**, or
 - > any member of **your family's use** of the **car** with **your** permission, or
 - > **your use** of any vehicle that **you** do not own and are not purchasing during the **period of insurance**.

The most **we'll** pay for any one **accident** is \$10,000. No **excess** is payable.

Permitted users

We'll extend the cover for **your** legal liability including legal liability to pay **reparation**, to cover any other person who causes **accidental loss** or **injury** or who commits an offence while using the **car**, provided:

- > that person had **your** permission to **use** the **car**, and
- > that person does not have cover under any other insurance, and
- > that person meets all the terms of this policy that **you** must meet.

Use of other cars

We'll extend cover for **your** legal liability for **accidental loss** or **injury**, including legal liability to pay **reparation**, while **you** are **using** any other car that is not owned by **you**, provided:

- > **you** have the owner's permission to **use** it, and
- > the liability is not covered by any other insurance, and
- > **your use** of the other car complies with the terms of this policy.

Vicarious liability

We'll extend this policy to include cover for **your** employer's vicarious liability including while your car is being used for the business of your employer by **you** or any other employee who has **your** permission, providing:

- > the employer is not entitled to cover under any other insurance, and
- > the person **using** the **car** meets all the terms of this policy that **you** must meet, and
- > the **use** of the **car** meets all the terms of this policy that **you** must meet.

What you are not covered for

We do not cover **you** under 'Cover for your legal liability' and 'Legal liability additional policy benefits' for:

- > **loss** to any property owned by **you** or anyone covered by this policy, or
- > **loss** to any property in **your** care or in the care of anyone covered by this policy, other than:
 - > a disabled vehicle being towed without charge by **your car**, or
 - > clothing, personal effects and luggage being carried by and belonging to any passenger in the **car**, or
 - > property being carried by or loaded into or unloaded from the **car** or a caravan or trailer attached to the **car**.
- > **loss** or liability arising out of a contract or agreement unless **you** would have been liable even without such contract or agreement, or
- > any fine or penalty, or any punitive or exemplary damages,
- > legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any regulations, rules or by-laws made under any Act of Parliament, except as expressly provided otherwise in the sections 'Cover for your legal liability' and 'Legal liability additional policy benefits'.

What we'll pay

The most that **we'll** pay is:

- > \$20,000,000 in respect of property damage for any **accident**;
- > \$1,000,000 for **injury** for any **accident**.

Provided that the most **we'll** pay in total for any one **accident** is \$20,000,000 for both property damage and **injury** combined.

Defence costs covered by this policy will be paid in addition to the above amounts.

Policy exclusions

This section of the policy sets out what **we** won't cover **you** for.

Except where the policy expressly provides an exclusion does not apply, the following exclusions apply to all sections of the policy.

Accident compensation payments

We won't cover **you** for any amounts that are covered under the Accident Compensation Act 2001 (or any subsequent legislation or amendments) (the Act), or would be covered under the Act but for:

- > a failure by the victim to correctly notify a claim to the Accident Compensation Corporation, or
- > a failure by the victim to notify within the time required under the Act, or
- > the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- > a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Alcohol, drugs, and other intoxicating substances

We won't cover **you** under this policy if the person **using** the **car**:

- > was under the influence of alcohol, drugs, or any other intoxicating substance, or
- > has a breath alcohol or blood alcohol concentration which exceeds the legal limit, or
- > refuses to undergo a breath or blood test after an **accident**, when they must legally do so, or
- > has left the scene of an **accident** or failed to stop, where it is an offence to do so.

This exclusion doesn't apply if the driver of the **car** stole or converted it, as long as **you** lay a complaint with the police.

Breakdown

We won't cover **you** for **loss** or cost directly or indirectly caused by, arising from or any mechanical or electrical fault or failure in the **car**.

This exclusion does not apply to the 'Ando Roadside assist' optional policy benefit, or to **loss** caused by collision, fire or theft which indirectly results from the breakdown of the **car** or the mechanical or electrical fault or failure in the **car**.

Certain drivers

We won't cover **you** under this policy if **your car** was being **used** or driven by any person who:

- > was not driving within the terms of their licence; or
- > was not legally licensed to drive in New Zealand; or
- > had been advised, directed, or instructed not to drive by a medical or other professional person;

at the time of the occurrence which gives rise to **your** claim on the policy.

This exclusion doesn't apply if the driver of the **car** stole or converted it, as long as **you** lay a complaint with the police.

Civil Defence announcement

We won't cover **you** for any **loss** or damage caused by **natural disaster** when there has been an official announcement of a **natural disaster** warning by Civil Defence, the National Emergency Management Agency or any other Government department and where **your** request to bind cover, or amend existing cover, is made after the announcement and/or before the warning has been lifted.

Confiscation

We won't cover **you** for any **loss**, costs or liability connected in any way with **your car**:

- > being confiscated or seized by anyone with a financial interest in **your car**, or
- > being confiscated, seized, acquired, designated, damaged or destroyed by government or local authorities.

Consequential loss

We won't cover **you** for **consequential loss** of any kind.

Electronic data

We won't cover **you** for **loss**, cost, or liability, directly or indirectly caused by, arising from or involving interference with, or **loss** of, or to, computer software or **electronic data**. This includes loss of use, reduced functionality or any other associated **loss**, cost, liability, or expense connected with the **electronic data**.

This exclusion does not apply to **loss** of or damage to other property which is insured under the policy that results from **loss** or damage to **electronic data**, and which isn't otherwise excluded.

Excess

We won't cover **you** for **your excess**.

Existing damage

We won't cover **you** for any **loss** or damage to **your car** which has not been repaired at the time that this policy commences, or at any time for any item or damage **we** have previously paid a claim for and **you** have not repaired.

Intentional or reckless acts

We won't cover **you** for any **loss** or liability arising from any intentional or reckless act or omission.

Modified vehicle

We won't cover **you** if the **car** has been **modified**, unless details of all the **modifications** have been given to **us** and **we** have agreed in writing to continue cover.

Pollution or contamination

We won't cover **you** for any **loss**, cost, or liability, directly or indirectly caused by, arising from, or involving, any seepage, pollution or contamination, including the use, consumption, storage or manufacture of illegal drugs. This exclusion applies to the cost of removing, nullifying or cleaning up the seepage, pollution or contamination unless the seepage, pollution or contamination happens during the **period of insurance** and is caused by an **accident**.

Self-inflicted injury

We won't cover **you** for any **loss**, cost or liability which arises from any (attempted or actual) suicide or self-inflicted injury.

Terrorism

We won't cover **you** for any **loss**, liability, death, prosecution, or expense of any type connected in any way with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Tyre damage

We won't cover **you** for **loss** to tyres caused by application of brakes or by punctures, cuts or bursts, however **we'll** pay for damage to tyres caused by malicious damage or when arising from an **accident** covered under the section 'What we agree to cover'.

Unsafe or unroadworthy

We won't cover **you** if **your car** is being **used** in an unsafe or unroadworthy condition, and:

- > the condition of **your car** contributed to the **accident** and
- > the driver should have been aware of that condition and that the condition could result in the **accident**.

Under 25 drivers

We won't provide cover under this policy where **you** select the 'No under 25 drivers' optional policy benefit and the driver of the **car** is under 25 years old.

This exclusion doesn't apply where:

- > **you** did not give the person in control of the vehicle permission to **use** the **car**, and
- > **you** lay a complaint with the Police.

Nuclear

We won't cover **you** for any **loss**, cost or liability caused by, arising from or connected with:

- > ionising radiation; or
- > contamination by radioactivity; or
- > any nuclear waste, or
- > from the combustion or fission of nuclear fuel or nuclear weapons material.

War

We won't cover **you** for any **loss**, cost or liability of any type directly or indirectly incurred in connection with war, invasion, hostilities or war like operations (whether war is declared or not), rebellion, or revolution.

Wear, tear or depreciation and loss of use

We won't cover **you** for any **loss** caused by, arising from, or involving, gradual deterioration or depreciation of **your car** including wear and tear, rust, corrosion, climatic or atmospheric conditions or loss of use.

What happens if you need to claim

When **you** need to make a claim, **we'll** be here to help.

What you must do

Immediately after an **accident** occurs, **you** must:

- > take all reasonable steps to protect **yourself** and **car** or other insured property;
- > take all reasonable steps to prevent further **loss**;
- > notify the police as soon as possible if **you** think the **loss** was caused by a criminal act or if required by law or if required by this policy;
- > keep any damaged property and allow **us** to inspect the **car** or other insured property;
- > provide all reasonable assistance and co-operate with **us** and **our** assessors, investigators, lawyers, or anyone else **we** appoint; and
- > give **us** any information **we** ask for or help which **we** reasonably request.

If **you** become aware of a claim or a circumstance that could give rise to a claim against **you** which is or may be covered under this policy, **you** must:

- > immediately tell **us**;
- > as soon as possible, send **us** everything **you** receive from anyone about the claim or possible claim against **you**;
- > not admit liability without **our** consent;
- > not incur any expense without **our** consent;
- > not negotiate with the claimant or make payment to the claimant or make any agreement in relation to any claim.

If **you** make a claim on this policy, **you** must be honest and truthful.

If **your** claim is dishonest or fraudulent in any way, **we** may:

- > decline **your** whole claim or part of it, and/or
- > recover anything that **we** have already paid **you** in respect of **your** claim or the **accident**, and/or
- > declare that this policy and any other policy **you** have with **us**, to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

If **you** make a claim under 'Cover for your legal liability' or 'Legal liability additional policy benefits':

- > **we** shall be entitled to take over the defence, or settlement of any claim, and
- > **we** may pay, if **we** choose, the full amount under this section of this policy or any lesser amount for which the liability can be settled, plus defence costs incurred. If **we** do so, this will meet all **our** obligations under this section of the policy.

How we'll settle your claim

Repairable

If in **our** opinion the **car** is economic to repair, **we** have the option to:

- > arrange for the **car** to be repaired as near as possible to the condition it was in before the **loss** happened, using parts and practice appropriate in the New Zealand repair industry, or
- > pay **you** the cost of repairs as estimated by **our** assessor.

Parts unavailable in New Zealand

The most **we'll** pay for any part or **accessory** not available in New Zealand is the lesser of:

- > the manufacturer's last known list price in New Zealand, or
- > the price of the part's closest New Zealand equivalent, or
- > the cost of having a new part made in New Zealand.

We won't pay for the cost of freighting parts or **accessories** from overseas or for the replacement of any part that has not been damaged.

Repair guarantee

All repairs to the **car** that are done through **our** approved repairer network are quality guaranteed while **you** own the **car** and insure it with **us**.

Not repairable

If in **our** opinion the **car** is uneconomic to repair, **we'll**:

- > pay **you** the agreed value, if the **car** was in a well-maintained and roadworthy condition when the **loss** happened, or
- > pay **you** the **market value** up to the agreed value, if the **car** was not in a well-maintained and roadworthy condition when the **loss** happened, or
- > replace the **car** with a new **car**, if:
 - > the **loss** happened within 18 months of **you** buying the **car** new, and
 - > the same model and specification is available in New Zealand.

When we settle a claim for a total loss

- > **your car**, including all **modifications** and **accessories** becomes **our** property. This includes if it is recovered after it has been stolen,
- > the total premium for the entire **period of insurance** must be paid in full before the claim is settled,
- > this policy ends. **You** are not entitled to any refund of premium. If **you** are paying **your** premium by instalment then **you** must pay all unpaid instalments, or any unpaid instalments shall be deducted from any settlement payment.

Our terms and conditions

Assignment

You must not assign or attempt to assign:

- > this policy or **your** interest in this policy to anybody else; or,
- > any claim or claim proceeds under this policy;

without **our** prior written consent.

If **you** do not obtain **our** prior written consent, any transfer is invalid at law.

Breach of any condition

If **you**, or any other person or entity **we** cover under this policy, or anyone acting on **your** behalf, breaches any of the terms, conditions, and other requirements of this policy, **we** may not pay **your** claim either in whole or in part.

Where **you** make a claim or act in a manner which is dishonest or fraudulent **we** may, at **our** option, declare this policy, or all insurance **you** have with **us**, to be of no effect and to no longer exist from the time of the dishonest or fraudulent claim or conduct.

Cancellation

You may cancel **your** policy with **us** at any time unless **you** have made a claim for a total **loss**. If **you** cancel **your** policy then **we'll** refund any unused premium that **you** have paid unless **you** have paid **your** premium by instalment.

We may cancel **your** policy with **us**:

- > if **you** have not paid the premium or a premium instalment within 28 days of the due date. Cancellation will take effect from the first day of the period to which the unpaid premium relates; or,
- > for any other reason, by advising **you** by letter or email to **your** last known address or by advising **your** NZbrokers Group insurance broker in writing. Cancellation will take effect on the 30th day after the date of **our** email or letter to **you** or **our** advice to **your** NZbrokers Group insurance broker. **We'll** refund any unused premium **you** have paid.

Change of terms

We may modify the terms of this policy by advising **you** (or **your** NZbrokers Group insurance broker) by letter, or email to **your** last known address. Modification will take effect on the 30th day after the date of **our** email or letter.

Claims by people who are not the named insured(s)

If a person who is not a named insured in the **schedule** has a claim which is covered by this policy, they must authorise **you** to be their agent in respect of the claim. **We'll** deal with **you** in respect of their claim and any payment **we** make to **you** will be effective as if it was payment to them.

We won't be obligated to consider or settle a claim brought directly by a person who is not a named insured in the **schedule**.

Costs incurred by you

If **you** are entitled under this policy to claim for any costs incurred by **you** then:

- > **you** must obtain **our** consent before incurring the costs; and
- > **we'll** only cover **you** for the reasonable amount of any costs incurred.

Double insurance

You must immediately tell **us** if **you** insure **your car** or anything that is insured under this policy with someone else.

We won't cover **you** under this policy for any **loss**, costs or liability that is also covered under any other policy with a different insurer to the extent of **your** cover under that other policy.

Events

Any series of sudden and unforeseen **accidental** events arising from one source or original cause shall be treated in this policy as if it was a single **accident**.

Goods and Services Tax (GST)

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

- > all sums insured exclude GST;
- > all limits and sub limits include GST, and
- > all **excesses** include GST, and
- > GST will be added, where applicable, to claims payments.

Governing law

This insurance contract is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction in respect of this policy.

Interested parties

If **you** tell **us** that **you** would like a party who has a financial interest in **your car**, such as a bank or finance company, to be noted as an interested party then **we** may partially or fully settle a claim by making payment to the interested party. This payment will either go towards meeting or completely fulfilling **our** obligations under this policy.

The interested party is not covered by this policy and does not have any right to make a claim under this policy.

You authorise **us** to disclose any of **your** personal information to the interested party.

Joint insured(s)

If the **schedule** shows multiple insureds, or the insured is a trust, or the policy otherwise covers multiple people, then all insureds and people covered are jointly insured. The joint insureds are deemed to act with the express authority of each other. This means, for example, that if one person breaches the policy or cancels the policy or settles a claim, it will affect all other joint insureds.

Reasonable care

You must take reasonable care at all times to avoid circumstances that could result in a claim.

Your excess

The **excess** is the amount **you** must pay for each individual **event** when **you** make a claim. The amount of the **excess** is shown on the **schedule**.

Definitions

Accessory and accessories

Means any fitted entertainment, communications and navigation systems, radar detectors, child restraints/seats, tools and breakdown equipment permanently kept in **your car**, purchased by **you** to repair **your car**, car seat covers, first aid kit, torch, fire extinguisher, maps, roof racks and other equipment (not otherwise defined) permanently fitted to the **car**.

Accident and accidental

Means an event causing **loss** which is sudden, unexpected and unintended.

Act of terrorism

Means an act by any person, group of people, organisation or government, including but not limited to the use or threatened use of force or violence, which is committed with the probable intention to:

- > influence any government; or
- > put fear into the public or any section of the public, and which by its nature or context is probably done for, or in connection with any:
 - > political;
 - > religious;
 - > ideological;
 - > ethnic,

purpose or reason or similar purpose or reason.

Agreed value

Means the amount for which **we** have agreed to insure **your car**. It is shown on the **schedule** and includes the value of any **modifications** and **accessories** and includes reasonable depreciation every renewal.

Car

Means the vehicle described in the **schedule**, including any:

- > standard manufacturer's equipment and options
- > any **accessories** whilst in or on **your car**,
- > any **accessories** that are not fitted to **your car** and that are stored at home,
- > any **modifications** that **we** have agreed to in writing.

Your car does not include:

- > **modifications we** have not agreed to cover, or
- > personal effects and household contents (such as CDs, clothes, sporting or recreational equipment, detachable GPS systems, eyewear or cell phones) in **your car**.

Consequential loss

Means any intangible loss, loss of use or enjoyment, loss of value and any additional cost, liability or damage that is a consequence of the **loss**, costs, liability or damage which is directly covered under this policy.

Contamination damage

Means chemical contamination from methamphetamine which exceeds the recommended levels for indoor surface contamination as determined by the Ministry of Health.

Electronic data

Means facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

Excess

Means the amount in respect of the claim **you** must pay shown in either the **schedule** or specified in the policy wording.

Injury

Means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.

Insurance Claims Register

Means the electronic register that holds a central record of claims lodged with participating insurance companies like **us**. These companies can access the claims history of a customer for the specific purpose of checking for fraud.

Loss

Means physical **loss** or physical damage which is **accidental**.

Market value

Means the reasonable value of the **car** immediately before the **loss** as determined by an independent registered motor vehicle valuer.

Modification(s)

Means any change to the **car** that is different to the manufacturer's original specification. These include but are not limited to:

- > aftermarket wheels
- > performance enhancements, structural changes,
- > a non-standard exhaust,
- > custom paint or cosmetic upgrades,
- > steering, suspension changes or body-kits.

Period of insurance

Means Is the period of insurance shown on the **schedule**.

Schedule

Means the current policy schedule and any endorsements made to that schedule.

Remediate

Means to reduce the chemical contamination from methamphetamine to within the recommended levels for indoor surface contamination as determined by the Ministry of Health.

Reparation

Means an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002 (or any amendments or substituted legislation).

Trailer

Means any general use trailer:

- > **you** own or is in **your** care, and
- > is not covered by any other insurance.

Use or used

Means driving, parking, garaging or storage.

We, us, our

Means Ando Insurance Group Limited on behalf of the underwriter(s) noted in the **schedule**.

You, your

Means the person(s) or entity named in the **schedule** as the Insured and includes that person's husband, wife, partner and/or person with whom **you** are living in the nature of marriage, as defined in the Property (Relationships) Act 1976 or the Civil Union Act 2004.

Your family

Means any family member who lives with **you** permanently, and includes:

- > **your** husband, wife, partner and/or any person with whom **you** are living in the nature of marriage;
- > **your** child and children;
- > a student attending a school, university or polytechnic and living away from home while attending the school, university or polytechnic.

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