

TOWER Cover4Car Policy

Third Party Only

Welcome

We welcome **you** as a valued client of TOWER Insurance. **You** have entrusted **us** with the insurance of **your vehicle**. **We** value that trust. This policy consists of this wording, proposal and declaration and **certificate of insurance** completed on the basis of information which **you** have provided to **us**.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please call **us** on **0800 808 808**.

The extra cover provided under the special benefits and optional special benefits for each section is also subject to the general conditions, exclusions, obligations and limits of this policy.

In this policy some words are in bold, eg **you**. This may indicate that the words have a special meaning. To find out the meaning, please refer to the section – Meanings of words on page 5.

Our guarantee

If **you** are not completely happy with **your** policy, please tell **us** within 30 days of its commencement date. **We** may agree to change the policy to suit **you**. If not, and **you** wish to cancel the policy, **you** can as long as **you** have not made any claims. **We** will then refund any premium **you** have paid and **we** will both regard this policy as never commencing.

Underwritten by TOWER Insurance Limited

What you must tell us

We would like to point out some of the important obligations **you** have.

The correctness of all statements made in relation to this policy or any claim under this policy is essential before **we** have any liability under this policy or pay **your** claim. It is important **we** receive all relevant information. This means that **we** need **you** to tell **us** everything **you** know, or could reasonably be expected to know, that may influence our decision to insure **you**. If any circumstances change or may change during the time **we** provide **your** insurance it is important **you** tell **us**. This applies at inception and renewal of **your** policy and also during the term of **your** policy.

Examples of a change in circumstances or any other information may include:

- any **modifications** or changes to **your vehicle** that are different from the manufacturer's standard specifications;
- if anyone becomes a new regular driver of **your vehicle**;
- if **you** or any person who may drive **your vehicle** commits, is charged with, or convicted of, any criminal offence or traffic offence, other than parking infringements.

These examples are a guide only. 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 **we** have the option to decline any claim, or avoid this policy from the date of change.

Some of your other important obligations

You or the person in charge of **your vehicle** must:

- allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- allow **us** to inspect the damaged **vehicle** and deal with any salvage in a reasonable manner. No property may be abandoned to **us**;
- allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have and **you** must co-operate fully in any recovery action;
- comply with all **our** requests relating to **your** claim including providing all co-operation, information and assistance;
- establish that **you** have complied with all of **your** obligations under this policy and that none of the exclusions apply;
- not cause or facilitate loss or damage to any property covered by this policy or incur liability by any unreasonable, reckless or wilful act or omission;
- not discuss a claim made on **you** by another person with them. Instead, refer them to **us**;
- not make a claim that is false or fraudulent in any way or make any false or incorrect statement in connection with any claim;
- not start repairs to **your vehicle** without **our** prior approval;
- provide **us** immediately with full particulars of any claim made against **you** by another person and all legal documents served on **you** and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of **your** defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence;
- take all steps which **we** consider reasonable to prevent further loss or damage;
- take reasonable care to protect **your vehicle**;
- tell **us** if any person is ordered to make reparation to **you** for any loss or cost which was part of the claim and reimburse **us** for that payment as soon as **you** receive any reparation.

Otherwise **we** can decline **your** claim and/or recover any payment already made.

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What you are insured for

Liability protection

We will cover **you** for up to \$500,000 for **your** legal liability for claims made on **you** for property damage as a result of accidents in New Zealand involving **your vehicle**, or any vehicle not owned by **you** that **you** are using with the owner's permission.

We will only pay for claims made during the **period of insurance** relating to accidents which happen during the **period of insurance**.

We will also cover any other person using **your vehicle** with **your** permission provided that person:

- was not insured under another policy;
- has not been refused vehicle insurance in the last five years;
- has not had a policy cancelled or claim declined by any insurance company in the last five years.

If **you** have liability cover with **us** under any other policy then **our** maximum combined liability under all policies is \$500,000.

What special benefits you are covered for under liability protection

Bodily injury

Liability protection is extended to cover **your** liability for up to \$100,000 arising from **bodily injury**.

What additional special benefit you are covered for

Damage by an uninsured vehicle

We will pay up to \$3,000 for repairs to **your vehicle** if it is damaged in an accident and **we** have accepted your claim if:

- **you** have identified the party at fault (i.e. name, address, phone number, make, model, registration number of that other party's vehicle).
- it is proven that the other party was more than 50% at fault and their vehicle was uninsured

Optional special benefits

No Excess

If **you** have selected this benefit and **your vehicle** is being driven by any driver aged 25 or over or is stolen **we** will not deduct any **excess** in the event of a claim.

RoadWise

If **you** have selected this benefit **you** have access to the RoadWise Programme of roadside assistance. This Programme does not form part of this policy and its terms and conditions are contained in a separate document – RoadWise Programme.

Under 25 year old driver exclusion

If **you** have selected this benefit **you** will receive a discount off **your** premium as **you** have agreed that there is no cover on **your vehicle** while it is being driven by or under the care or control of anyone under 25 years of age.

What you are not insured for

General exclusions

The **excess**

Any loss, damage or liability while **your vehicle** is:

- being driven by or in the charge of any person who:
 - > does not have a licence which is in full force and effect to drive **your vehicle** at the time and place of the accident;
 - > following an event resulting in a claim under the policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
 - > has a proportion of alcohol in his or her blood or breath which exceeds the legal limit prescribed;
 - > is convicted of any alcohol or drug related offence arising out of the circumstances resulting in any claim under this policy;
 - > is not complying with the conditions of their licence;
 - > is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means **your** claim may be declined even if the driver of **your vehicle** is under the legal limit prescribed;
 - > leaves the scene of the accident when it is an offence to do so.

This exclusion does not apply to claims for loss or damage to **your vehicle** when the person who is in charge of **your vehicle** has stolen it.

- being tested for or in preparation for or engaged in racing, sprinting, drag racing, pacemaking, hill climbing, off-roading, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training;
- being used otherwise than that described in the Section of this policy – 'What **your vehicle** will be used for', or not being used for the purpose it was designed or not as a vehicle as defined in the Transport Act 1962 or any amendments;
- in an unsafe or unroadworthy condition;
- on hire;
- outside New Zealand.

Any loss, damage or liability arising from, or claim for:

- aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders;
- any time or date device or any item of which it forms a part

(including the **vehicle** itself), arising from its failure to recognise any date, character or value as the correct date, character or value (eg Year 2000). However, **we** will pay for any loss or damage which it causes to any other item;

- any unreasonable, criminal, reckless or wilful act or omission by **you** or by anyone in charge of **your vehicle**. This exclusion does not apply to any person who is in charge of **your vehicle** after stealing it
- confiscation, nationalisation or requisition by an order of Government, Local Authority, the Courts or any public authority unless it is to prevent loss or damage covered by this policy;
- geothermal activity;
- loss of use of **your vehicle**, depreciation, wear and tear, action of sunlight or existing defects;
- nuclear weapons material or ionising radiation or contamination by radio-activity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion;
- personal injury as defined in and/or for which cover is provided under the Injury Prevention, Rehabilitation and Compensation Act 2001, or any amendments or any Act passed in substitution;

Liability for:

- **bodily injury to you** or any person who is in charge of **your vehicle**;
- loss of or damage to property belonging to or under the care, custody or control of **you** or **your driver** or being conveyed in or loaded or unloaded from **your vehicle**. However, this exclusion does not apply to any disabled vehicle being towed by **your vehicle** for no financial gain or reward;
- loss or damage if **you** or **your driver** have agreed with any party to accept responsibility for any loss or damage for which the law would not otherwise hold **you** or **your driver** responsible.

Loss, damage or liability arising directly or indirectly from or occasioned by or through or in consequence directly or indirectly of or claim for:

- war, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

How to make a claim

It is important that **you** tell **us** immediately **you** become aware of any circumstances which may result in a claim.

You may be asked to complete a claim form. If **you** are, **we** must receive the completed claim form within 30 days.

You can call **us** on **0800 808 808**.

How we will look after your claim

Once **we** receive advice of **your** claim **we**:

- may appoint an assessor to look after **your** claim;
- may ask **you** to fill in a claim form;
- will acknowledge that **we** have received **your** claim and ask **you** for any further information or assistance **we** may require to enable **us** to consider **your** claim.

How we will settle your claim

We will arrange for the repair, replacement or pay for the loss, once **your** claim has been accepted under the special benefit – Damage by an uninsured vehicle.

If **we** accept **your** claim under the additional special benefit – Damage by an uninsured vehicle, **we** may choose to repair the damage or pay the amount of the loss up to:

- an amount equal to the reasonable cost of repairs to a maximum of \$3,000; or
- the **market value** of **your vehicle** up to a maximum of \$3,000

If **you** pay **your** premium by installments and **your vehicle** is a total loss **you** must pay the rest of the annual premium before **we** settle **your** claim.

We may make payment to an interested party (finance company, etc) if **you** have one registered on **your vehicle**. Their receipt will discharge **us** completely.

We will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims under liability protection plus any costs and expenses awarded against **you** up to a maximum of \$1,200.

In all cases, **we** will not pay more than the amounts shown in this policy wording.

What your vehicle will be used for

We will insure **your vehicle** only while it is being used:

- for social, domestic and pleasure purposes;
- for professional business or farm purposes including carriage of goods for farm purposes;
- by religious, social welfare or youth organisation workers in the course of that work.

But excluding:

- use in connection with motor trades, any form of selling and/or collection, insurance assessing, motor-driving instruction for reward, carriage of goods or samples in connection with any trade or business, hire, carriage of fare-paying passengers

or a stock and station agency. However, this exclusion does not apply to any **vehicle** which is shown in the **certificate of insurance** as being covered for business use and for which **we** have received the appropriate business use premium.

Cancelling this policy

You may cancel this policy at any time by writing to **us**. **We** will refund 80% of **your** unused premium.

We may cancel this policy at any time by writing to **your** postal address for this policy on **our** records. The letter will provide at least 14 days' notice. **We** will refund **your** unused premium.

Your policy is automatically cancelled following settlement of a claim for a total loss of **your vehicle** and no refund of premium is given. However, **you** may apply to **us** to insure **your** replacement vehicle.

If **you** make a claim that is false or fraudulent in any way or make any false statement to **us**, **we** may avoid this policy or cancel it effective immediately.

Making changes to this policy

You can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect. **We** can alter the terms of this policy by writing to **your** postal address for this policy on **our** records and the change will take effect 14 days after the date of that letter from **us**.

Modifications to your vehicle

Unless shown in the **certificate of insurance** it is agreed by **you** that **your vehicle** complies with the maker's standard specifications for the model and year of manufacture and has not been **modified** in any way. A conversion of **your vehicle** to run on CNG, LPG or BioGas will not be a breach of this policy as long as the conversion complies with the appropriate New Zealand Standard and has a current Certificate of Fitness.

Other insurance

We will only pay over and above the cover provided by any other policy.

Automatic reinstatement

In the case of partial loss or damage to **your vehicle** **we** will pay the premium to reinstate **your** insurance after **we** meet any claim.

Jurisdiction

The laws of New Zealand apply to this policy. The New Zealand Courts have exclusive jurisdiction in relation to legal proceedings about this policy.

Any judgement for costs or damages awarded by any court outside New Zealand, or any judgement or order obtained in New Zealand for the enforcement of a judgement obtained outside New Zealand is not covered.

Currency and taxes

All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand currency.

Meanings of words

'**Bodily injury**' means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.

'**Certificate of insurance**' means the certificate of insurance first issued to **you** or the current renewal certificate whichever applies and any endorsement certificates that have been added during the **period of insurance**.

'**Excess**' means the amount of any claim which **you** must bear. The excess applies to each and every event that results in a claim. Where **you** discover damage caused on multiple occasions then an excess will be applied in relation to each occasion or event that occurred. Where a special benefit or optional special benefit specifies an excess, that excess will apply over and above any other excess in **your** policy or in the **certificate of insurance**. The amounts are shown in the **certificate of insurance** and/or in this wording.

'**Market value**' means the reasonable cost at which a **vehicle** of the same make, model, kilometers travelled, year and condition as **your vehicle** could have been purchased on the retail market immediately prior to the loss or damage, as assessed by a valuer approved by **us**.

'**Modifications**' or '**modified**' means changes or alterations to **your vehicle** from the manufacturer's standard specifications, including but not limited to engine, sound system, steering, suspension, tyres and wheels.

'Period of insurance' means the period shown in the **certificate of insurance**.

'Vehicle' means the vehicle (excluding trailers and caravans) shown in the **certificate of insurance** including spare parts, attached equipment, accessories, tools and breakdown equipment supplied by the manufacturer.

'We', 'us' or 'our' means TOWER Insurance Limited.

'You' or 'your' means the person(s) named in the **certificate of insurance** as the insured. Where you jointly own the **vehicle**, this policy insures you jointly.

If you have a concern

While **we** make every effort to get things right, problems may sometimes occur. **We** have in place a complaints procedure that is intended to resolve any problem quickly and fairly.

In order to avoid delay in solving a problem please follow the steps listed below:

In the first instance call:

TOWER Insurance Service Centre
Freephone: **0800 808 808**

If the TOWER Insurance Service Centre is unable to resolve the problem, **you** may make a formal complaint to:

Manager – Complaints Investigation and Resolution
TOWER Limited
22 Fanshawe Street
PO Box 90 347
AUCKLAND
Freephone: **0800 808 808**
Facsimile: 09 369 0546

If the complaint has been through all the steps above and **you** are still dissatisfied, **you** may then ask the Insurance and Savings Ombudsman to resolve **your** concern. Please see the Ombudsman's website (www.iombudsman.org.nz) for the disputes it can consider.

Call us on
0800 808 808
or visit our website at
www.tower.co.nz