



Motor Insurance

Provider

Motor

Maxi Protection

Policy

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

Provider

Motor

Maxi Protection

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 contact us.

The extra cover provided under the Special Benefits and Optional Special Benefits is also subject to the general conditions, exclusions, obligations and limits of this policy.

In this policy some words are in bold, e.g. **you**. This may indicate that the words have a special meaning. To find out the meaning, please refer to the Section – Meanings of Words.

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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 is essential before we have any liability under this policy. We must receive all relevant information. This means that **you** must 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 **you** must tell us. 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 anyone 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 the change.

WHAT YOUR VEHICLE IS INSURED FOR

Sudden and unforeseen accidental physical loss or damage unless excluded by this policy.

WHAT SPECIAL BENEFITS YOU ARE INSURED FOR



CHOICE OF REPAIRER

If **your vehicle** suffers loss or damage for which a claim is accepted (other than windscreen or window glass) and we choose to repair **your vehicle**, **you** can nominate a repairer of **your** choice to complete the repairs.



COMPLETION OF JOURNEY

We will pay up to \$500 towards **your** reasonable costs of accommodation and/or travel to complete **your** journey or return home following an accident to **your vehicle** or where **your vehicle** is stolen for which a claim is accepted. In addition we will pay to return **your vehicle** home after it has been repaired or recovered.



FATAL INJURY

If **you** die as a result of injury following an accident to **your vehicle** for which a claim is accepted we will pay **your** estate \$5,000. Such death must be within 3 calendar months of the accident. We will not pay more than \$10,000 during any one period of insurance.



HIRE VEHICLE

If **your vehicle** is stolen or becomes a total loss and we have accepted **your** claim, we will pay for the reasonable expenses of hiring a similar vehicle, limited to a maximum of 7 days or \$500 whichever is less. No hire charges will be paid after:

- the recovery of **your vehicle** in a driveable condition, or
- we have paid **your** claim.

This benefit does not apply if **you** have selected the Optional Special Benefit – Rental Vehicle.



MEDICAL EXPENSES

If **you** suffer injury following an accident to **your vehicle** for which a claim is accepted we will pay **your** medical or dental costs up to \$600 provided **you** have been unable to recover any of those costs from anyone else.



NATURAL DISASTER DAMAGE

This policy is extended to include loss or damage to **your vehicle** caused by **natural disaster damage**.



ONE EVENT – ONE EXCESS

If **your vehicle** suffers loss or damage for which a claim is accepted and at the same time we accept a claim for loss or damage to **your** house or contents that are also insured by us, we will only deduct one excess and that will be the highest excess applicable.



NEW VEHICLE

If **your vehicle** becomes a total loss within a year of its original registration from new and we have accepted **your** claim we will replace **your vehicle** with a new vehicle of the same make and model, subject to current local availability.



NO CLAIMS AND NO BLAME BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus.

In addition, we will not penalise **your** No Claims Bonus at renewal of **your** policy or impose **your excess** if **you** have been involved in an accident during the period of insurance, and:

- **you** have identified the party at fault (i.e. name, address, phone number, make, model, registered number of that other party's vehicle), and
- it is proven that the other party was totally at fault.

Otherwise **your** No Claims Bonus will be reduced at the renewal following the claim.



NO CLAIMS BONUS PROTECTION

Should **you** have a claim we will maintain **your** No Claims Bonus following that claim, provided **you**:

- have held comprehensive motor vehicle insurance with a full No Claims Bonus with us for a continuous period of two years or more immediately prior to **your** claim, and

- had no claims during this period where **your** bonus was lost but for this benefit.



REPLACEMENT VEHICLE

If **you** replace **your vehicle**, we will automatically hold the replacement vehicle covered, subject to the terms and conditions, for 30 days from the date of replacement.



ROAD CLEARING COSTS

We will pay up to \$1,000 for the reasonable costs of removing debris from any road or parking area for which **you** are legally liable following an accident to **your vehicle** for which a claim is accepted.



SALVAGE COSTS

If **your vehicle** is unable to be driven and we have accepted **your** claim, we will pay for the reasonable cost of removing it to the nearest repairer or place of safety.



SECURITY ALARM

If **your vehicle** is stolen and at the time of theft it has an activated security alarm or electronic engine immobiliser, we will not deduct any **excess** and **you** will not lose **your** No Claims Bonus.



STOLEN KEYS

If **your vehicle** remote or **vehicle** keys are stolen or believed on reasonable grounds to have been illegally duplicated, we will pay up to \$500 free of any **excess** to replace them or the locks and it will not affect **your** No Claims Bonus.



WINDSCREEN AND WINDOW GLASS

If **your vehicle** suffers accidental breakage of its windscreen, windowglass or sunroof we will pay for their repair or replacement. We will not deduct any **excess** and **you** will not lose **your** No Claims Bonus.

OPTIONAL SPECIAL BENEFITS



AGREED VALUE

If **you** have selected this benefit and **your vehicle** was first registered after 1984, we will pay **you** the **agreed value** if **your vehicle** is a total loss.



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.



RENTAL VEHICLE

If **you** have selected this benefit and **your vehicle** is involved in an accident, stolen or becomes a total loss and we have accepted **your** claim, we will pay for the reasonable costs of hiring and insuring a similar vehicle up to \$2,500 while **you** are without **your vehicle**. No hire charges will be paid after:

- **your vehicle** is recovered in a driveable condition, or
- repairs have been completed, or
- we have paid **your** claim.



TRAILERS AND CARAVANS

If **you** have selected this benefit we will cover **your** trailer and/or caravan and its permanent fixtures and fittings free of any **excess** up to the sum insured shown in the **certificate of insurance** for each item.

LIABILITY PROTECTION

We will cover **you** for up to \$25,000,000 for **your** legal liability for claims made on **you** for property damage as a result of accidents 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 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 5 years;
- has not had a policy cancelled or claim declined by any insurance company in the last 5 years.

If **you** have liability cover with us under any other policy our maximum combined liability under all policies is \$25,000,000.

WHAT SPECIAL BENEFITS YOU ARE INSURED FOR UNDER LIABILITY PROTECTION



BODILY INJURY

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

If **you** have this cover with us under any other policy then our maximum combined liability under all policies is \$100,000.



LEGAL EXPENSES

If **you** are charged with manslaughter or dangerous driving causing death arising out of an accident to **your vehicle** for which a claim is accepted we will pay **your** legal costs of defence up to \$1,200.



MARINE “GENERAL AVERAGE”

We will pay for any costs which **you** may become legally liable to pay as a result of deliberate loss or damage incurred in time of danger to prevent the loss of a ship and/or cargo while **your vehicle** is being carried by that ship between ports in New Zealand.

WHAT YOU ARE NOT INSURED FOR

GENERAL EXCLUSIONS

The **excess**.

Any loss, damage or liability while your vehicle is:

- outside New Zealand;
- on hire;
- being tested for or in preparation for or engaged in racing, pacemaking, hill climbing, off-roading, reliability or time trials, rallying, speed tests or high speed driver training;
- being used otherwise than 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 condition;
- 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;
 - is not complying with the conditions of their licence;
 - has a proportion of alcohol in their blood or breath which exceeds the legal limit prescribed;
 - is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means that **your** claim may be declined even if the driver of **your vehicle** is under the legal limit prescribed;
 - 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;

- is convicted of any alcohol or drug related offence arising from circumstances resulting in any claim under this policy;
- 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.

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

- 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;
- 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 (e.g. Year 2000), however we will pay for any loss or damage which it causes to any other item;
- 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;
- confiscation or requisition by order of any public authority;
- geothermal activity;
- loss of use of **your vehicle**, depreciation, wear and tear, action of sunlight, existing defects;
- personal injury as defined in and/or for which cover is provided under the Accident Insurance Act 1998, or any amendments or any Act passed in substitution;
- aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders.

Any loss or damage to:

- caravan awnings or coverings caused by windstorm, hail or snow;

- any accessory or set of accessories that are not standard with the **vehicle** when new if their total value is over \$1,000 unless shown in the **certificate of insurance**;
- tyres unless malicious or there is other damage to **your vehicle** for which a claim is payable;
- or failure or breakage of the engine, transmission, mechanical, electrical or computer systems unless it occurs as a result of other damage to **your vehicle** for which a claim is payable.

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 enemy, 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, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include 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. We must receive the completed claim form within 30 days. **You** should also provide us with proof of purchase for any of the property for which **you** wish to claim.

You can contact us 24 hours on **0800 808 808**.

SOME OF YOUR OTHER IMPORTANT OBLIGATIONS ARE

You or the person in charge of your vehicle must:

- ensure **your vehicle** is securely locked when left unattended;
- not make a claim that is false or fraudulent in any way;
- inform the Police if it appears that there has been arson, theft, burglary or malicious damage;
- 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 the 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;
- allow us to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- allow us to take over for our own benefit and settle any legal right of recovery **you** may have and **you** must cooperate fully in any recovery action;
- take all steps which we consider reasonable to prevent further loss or damage;
- allow us to inspect the damaged **vehicle** and deal with salvage in a reasonable manner. No property may be abandoned to us;

- comply with all **our** requests relating to **your** claim including providing all cooperation, information and assistance;
- 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 start repairs to **your vehicle** without our prior approval;
- not discuss a claim made on **you** by another person with them. Instead, refer them to us.

You must establish that **you** have complied with all **your** obligations under this policy and that none of the exclusions apply.

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

HOW WE WILL LOOK AFTER YOUR CLAIM

Once we receive advice of your claim we:

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

We may choose to repair the damage or to pay the amount of the loss up to the **market value** of **your vehicle**, or the sum insured shown in the **certificate of insurance** whichever is less, or the **agreed value** if **you** have selected the Optional Special Benefit – **Agreed Value**.

If **you** pay **your** premium by instalments 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**. In all cases we will not pay more than the **market value, agreed value** or the sums insured shown in the **certificate of insurance**.

WHAT YOUR VEHICLE WILL BE USED FOR

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

- for social domestic and pleasure purposes;
- for 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 instructions 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 contain at least 14 days notice. We will refund **your** unused premium.

If **you** make a claim which is false or fraudulent in any way we may avoid **your** policy or cancel it effective immediately.

Your policy is automatically cancelled if **your vehicle** is a total loss and no refund of premium is given however **you** may apply to us to insure **your** replacement vehicle.

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, in exceptional circumstances, 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 makers' 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 Bio Gas 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.

REPLACEMENT PARTS

We will pay for any part or accessory not currently available in New Zealand up to the last known price list in New Zealand when the part was available or for the part's closest New Zealand equivalent whichever is less. **Your vehicle** is not covered for:

- freight and other costs to import parts or accessories from outside New Zealand;
- any costs due to the inability to match existing paint;
- costs to replace any part or accessory that has not suffered accidental damage.

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

- **“Agreed value”** means the value of **your vehicle** that we have agreed to at the time of insuring **your vehicle** or at any renewal. The amount is shown in the **certificate of insurance**.
- **“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 amounts are shown in the **certificate of insurance** and this wording.
- **“Market value”** means the value of **your vehicle** immediately prior to any claim as assessed by a motor vehicle valuer approved by us.
- **“Vehicle”** means the vehicle (including trailers and caravans) shown in the **certificate of insurance** including spare parts and attached equipment and accessories.

- **“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 PROBLEM

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 the first instance **you** should contact the Manager of **your** TOWER Insurance office. If the Manager is unable to resolve the problem to **your** satisfaction **you** may request a copy of the complaints procedures.



Call us toll free on our 24 hour
customer service phone number

0800 808 808

or visit our website at
www.tower.co.nz
