

WESTPAC CAR INSURANCE

Third Party Fire and Theft cover.

Westpac insurance products are
underwritten by Tower Limited.



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WELCOME TO WESTPAC INSURANCE

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Westpac Insurance Third party fire and theft cover** policy wording, underwritten by Tower Limited.

We want to make insurance simple and easy.

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you how our different policies compare.

It's just one thing we do to give you a little more confidence in your insurance cover.

As part of our commitment to you, this document has been awarded the WriteMark®. This means it meets an internationally recognised plain language standard.



Compare your benefits

Choosing cover that's right for you can be difficult, but we've made it easier with this comparison table.

You've chosen Third party fire and theft cover. If you'd like to change your level of cover, please go to Westpac One® digital banking or call us on 0800 639 520.

This table is a summary only and sets out the maximum limits of cover. You can find full details of your cover beginning from [page 7](#) of this document.

	Comprehensive cover	Third party, fire and theft cover	Third party cover
Liability protection	✓ \$25m	✓ \$25m	✓ \$25m
Bodily injury including reparation	✓ \$1m	✓ \$1m	✓ \$1m
Legal defence costs	✓ \$5,000	✓ \$5,000	✓ \$5,000
Marine general average	✓	✓	✓
Fire and theft cover	✓ Agreed/market	✓ Market	×
Collision cover	✓ Agreed/market	×	×
Accidents caused by uninsured third party	✓ Agreed/market	✓ Up to \$4,000	✓ Up to \$4,000
Claims that were not your fault	✓	✓	✓
Road clearing costs	✓ \$1,000	✓ \$500	×
Towing	✓	✓	×
Temporary storage	✓	✓	×
Transport costs	✓ \$500	✓ \$250	×
One event – one excess	✓	✓	×
Replacement and additional cars	✓	✓	×
Stolen from a locked garage	No excess	✓ No excess	×
Child car seats	✓ \$750	✓ \$500	×
Tower Repair Partner	✓	✓	×
Repair guarantee	✓	✓	×
Fatal injury	\$10,000	×	×
Keys and locks lost or stolen	\$1,000 No excess	×	×
New vehicle replacement	✓	×	×
Optional benefits			
RoadWise roadside breakdown service	✓ Optional	✓ Optional	✓ Optional
Rental vehicle hire for loss of use	✓ Optional \$1,000	✓ Optional \$750	×
Windscreen and window glass excess buyout	✓ Optional	✓ Optional	×
Accessories and modifications	✓ Optional \$2,000 or \$5,000	✓ Optional \$2,000 or \$5,000	×
No cover for drivers under 25 years old	✓ Optional	×	×
Trailers	✓ Optional up to \$3,000	×	×

How your policy works

Your Westpac Car Insurance – Third party fire and theft cover consists of three documents: your application, this policy wording and your **Certificate of insurance**.

Make sure you read your policy wording and your **Certificate of insurance** so you understand what you're covered for and what your responsibilities are.

This policy wording describes the benefits, exclusions, responsibilities and limits of your cover.

Your **Certificate of insurance** tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

We agree to cover you according to the terms outlined in these two documents, as long as you've paid the premium due.

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you have any questions then please contact us on **0800 639 520**.

Words with special meaning.

In this policy some words have a special meaning.

We, us or our.

When we use these words we mean Tower Limited.

You or your.

When we use these words we mean the person or persons or corporate body named on your **Certificate of insurance** as the insured. Where you jointly own the **car**, the policy insures you jointly.

There are other words that also have a special meaning, for example, '**loss**'. We've put those words into bold so they're easy to find. You can find out what those words are and what they mean in the Glossary on [page 24](#).

The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready.

Here's what to do and when.

What you do.

- 1**
 - Make sure you're safe
 - Make sure your property is safe
 - Call the Police if required
 - Take photos of the damage if you can
 - Call us if you need immediate assistance
- 2**
 - Check your policy wordings
 - Collect up any documents required and provide these to us
 - Start an inventory of losses
 - Call us or go to Westpac One[®] digital banking to make a claim

What we'll do.

- 3**
 - Explain how the claims process works
 - If you want to proceed, we'll lodge your claim
 - We may ask for more information
 - Tell you what's going to happen next
 - Arrange an assessor if required
 - Decide whether the claim fits the terms of the policy
 - If your claim doesn't fit within the policy, we'll clearly explain why
- 4**
 - Process your claim as fast as we can
 - Keep you informed of what's happening
 - If your claim has been accepted, we'll settle it as soon as we can

What your cover includes

What we cover.

We cover the **car** shown on your **Certificate of insurance**, including:

1. any of the following supplied by the manufacturer:
 - a. attached equipment and options
 - b. tools and breakdown equipment
 - c. any after-market alarm or immobiliser installed in your car
2. **accessories** and **modifications** you have chosen and we've agreed to insure under the Accessories and modifications optional benefit on [page 12](#) and as listed on your **Certificate of insurance**.

What we do not cover.

Your policy does not cover:

1. your **car** if it includes any **modifications** (for example, **modified** suspension) which differ from the manufacturer's standard specifications for the model and year of manufacture unless you have chosen and we've agreed to insure under the Accessories and modifications optional benefit and as listed on your **Certificate of insurance**.
2. tyres, unless the **loss** was malicious, or it occurs at the same time as other **loss** to your **car** and we've accepted your claim
3. personal effects and other contents left in the **car**. These will need to be covered under a separate contents policy
4. any business or professional tools or items left in the **car**.

What your car can be used for.

Your **car** is covered only while it is being used for social, domestic or private purposes. This includes being used for community or charity work or getting to and from work in New Zealand.

Who can drive your car.

We provide cover for anyone driving your **car** with your permission.

You must tell us if anyone becomes a new regular driver of your **car**, or if any person covered by this policy is charged with a criminal or traffic offence. Refer to the section You have certain responsibilities on [page 17](#) for full details.

We do not cover you if you have other insurance.

This policy does not cover any **loss** or liability if you're covered for that same **loss** or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy.

What your car is insured for

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please call us on **0800 639 520** and we'll explain it to you.

Liability protection.

This is your third party cover.

We'll cover you for your legal liability for claims made against you for **accidental** physical property damage occurring during the **period of insurance** in New Zealand involving:

1. your **car**
2. any trailer or caravan attached to your **car**
3. any **car** not owned by you that you're using with the owner's permission.

(Legal liability means being responsible for accidentally causing damage to someone else's property.)

We'll cover any other person using your **car** with your permission so long as that person complies with the terms and conditions of this policy.

You also have cover under this benefit for:

1. your liability arising from **bodily injury** occurring in New Zealand (including for **reparation**)
2. defence costs if you're charged with manslaughter or dangerous driving causing death from an accident where you're the driver and we've accepted your claim
3. all costs and expenses incurred by you with our approval in defending claims under third party cover
4. your share of marine loss costs when:
 - a. your **car** is on board a ship
 - b. the ship is in danger
 - c. cars or cargo are thrown overboard to prevent loss to that ship or its cargo, and
 - d. the ship is between ports in New Zealand waters.

Limits.

We'll pay up to \$25,000,000 in total during the **period of insurance** including up to:

1. \$5,000 for defence costs if you're charged with manslaughter or dangerous driving
2. \$1,000,000 for liability arising from **bodily injury** to a person (including **reparation**).

If you have liability cover with us under any other policy, then we'll only pay under one policy for each event.

Fire and theft cover.

Loss that happens to your **car** caused by fire, theft, or illegal conversion, (including attempted theft or conversion).

Windscreen and window glass.

Loss that happens to your windscreen or window glass, not limited to fire and theft.

Your policy includes automatic benefits

Your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the **car** sum insured and is not in addition to it.

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your **Certificate of insurance**.

Accidents caused by an uninsured third party.

We'll pay for repairs to your **car** if it is damaged in an accident, we've accepted your claim and:

1. you've identified the party at fault (name, phone number and registered number of that other party's vehicle),
2. we're satisfied that the other party was more than 50% at fault, and
3. their vehicle was uninsured.

Limits.

The maximum we'll pay under this benefit is the least of:

1. the cost of repairs,
2. the **market value**, or
3. \$4,000.

Child car seats.

We'll pay for **loss** to your child car seats following a fire or theft **loss** to your **car**.

We'll also cover **loss** to your child car seats if that **loss** occurs while they are stored at home.

We pay this benefit in addition to your **car's market value**.

Limit.

We'll pay the replacement value up to \$500 for each seat during the **period of insurance**.

Claims that were not your fault.

You won't pay an **excess** if you've been involved in an accident during the **period of insurance**, and:

1. you've identified the party at fault (name, phone number and registered number of that other party's vehicle)

and

2. we're satisfied that the other party was more than 50% at fault.

One event – one excess.

If your **car** suffers **loss** and we've accepted your claim, and we accept a claim from the same event for **loss** to another domestic vehicle, boat or your house or contents that we also insure, you'll only have to pay one **excess**. The **excess** that you pay will be the higher of those **excesses**.

Repair guarantee.

If we accept your claim and repairs are carried out by one of our Repair Partners, we'll provide you with a guarantee on those repairs for as long as you own the **car**.

Replacement and additional cars.

If we insure your **car**, we'll cover any car you purchase:

1. to replace your **car** insured under this policy
2. in addition to your **car** insured under this policy

so long as you paid \$125,000 or less for it.

We'll insure the replacement or additional car from the date you purchase it under the same terms and conditions as we insure your existing **car**.

Limits.

We'll cover that car for the least of:

1. what you paid for it,
2. its **market value**
3. \$125,000.

We'll cover that car under this benefit for 14 days from the date of purchase.

We will not cover you under this benefit if you paid more than \$125,000 for that car. Please call us to arrange insurance before buying any car worth more than \$125,000.

Road clearing costs.

If we've accepted your claim after a fire or theft **loss** under this policy, we'll pay for removing debris that you must legally remove from any road or parking area.

We pay this benefit in addition to your **car's market value**.

Limit.

We'll pay reasonable costs up to \$500.

Stolen from locked garage.

If your **car** has been stolen from a locked garage or secure parking building, your claim will be **excess** free.

Tower Repair Partner.

We'll arrange for one of **our** Repair Partners to repair your **car** if we decide your **car** is economic to repair and we've accepted your claim.

If you choose to go to a repairer who is not part of our recommended repairer network, we may pay you an amount equal to the reasonable cost of repairs, as assessed by us.

Towing and temporary storage costs.

If we've accepted your claim under this policy, we'll pay for removing your **car** to the nearest repairer or place of safety if it can't be driven.

We'll also pay the temporary storage costs for your damaged **car** after a **loss** covered under this policy.

We pay this benefit in addition to your **car's market value** sum insured.

Limit.

We'll pay reasonable costs.

Transport costs.

If we've accepted your claim under this policy, we'll reimburse travel and accommodation costs to complete your journey or return home if your **car** couldn't be driven.

This benefit also extends to the driver and passengers travelling in your **car** if they are not the insured, and also domestic pets.

We'll also pay to return your **car** home after it has been repaired or recovered, or for you to travel to collect it from the repairer.

We pay this benefit in addition to your **car's market value**.

Limit.

We'll pay reasonable costs up to \$250.

Optional benefits

Cover is provided under these optional benefits when they are shown as applying on your **Certificate of insurance**.

Accessories and modifications.

If you've chosen this optional benefit, we'll cover **loss** to your **accessories** and **modifications** that are installed in or on your **car** so long as:

1. we have agreed to cover the **modification**,
2. they are listed on your **Certificate of insurance**, and
3. we've accepted your claim for the loss to your **car**.

We also cover **loss** to your **accessories** if that **loss** occurs while they are stored at home.

Limits.

We'll pay the least of:

1. the repair cost,
2. the **current value** of the item, or
3. your chosen **accessories** and **modifications** sum insured listed on your **Certificate of insurance**.

Rental vehicle hire for loss of use.

If you've chosen this optional benefit, we'll pay for you to rent and insure a similar vehicle to your **car** after a **loss** that is covered under this policy.

Limits.

We'll pay reasonable expenses up to \$750 for either:

1. the costs to rent and insure a similar **car**, or
2. the costs of an alternative mode of transport such as taxi or public transport.

This benefit does not apply:

1. if your **car** remains in a legally driveable condition after the **loss** but before repair
2. after your **car** is recovered in a legally driveable condition
3. after repairs have been completed
4. for more than seven days after we've paid your claim.

RoadWise[®] roadside breakdown service.

If you've chosen this optional benefit you have access to the RoadWise programme. This programme does not form part of this policy. You can refer to our website for the terms and conditions of this programme.

Limit.

This optional benefit is not available for vehicles greater than 3.5 tonnes or longer than five and a half metres.

Windscreen and window glass excess buyout.

If you've chosen this optional benefit and your claim is only for **loss** to your windscreen or window glass, your claim will be **excess-free**.

Limits.

This benefit does not cover sunroofs, panoramic roofs, mirrors, lights, indicators or their covers.

This benefit is not available for all vehicles.

What you're not covered for

These are your policy exclusions.

Your policy does not cover liability for:

- ACC personal injury**
personal injury where cover is provided to any extent under the Accident Compensation Act 2001, or any amendment or replacement Act
- Bodily injury**
bodily injury to you or any person in charge of your **car**.
- Consequential losses**
consequential losses of any kind including loss of use, enjoyment, value, or income.
- Hire or lease**
any **car** that you're hiring or leasing (unless the leasing company is named as an interested party).
- Loss to your property**
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 **car**. However, this exclusion does not apply to any disabled car being towed by your **car** for no financial gain or reward.
- Where you've agreed to accept responsibility**
loss or damage if you or your driver have agreed with any party to accept responsibility for any **loss** or damage when the law would not have held you or your driver responsible.

Your policy does not cover you if your car is being driven by or is in the charge of anyone who:

- Alcohol limit exceeded**
has a blood or breath alcohol level which exceeds the legal limit.
- Alcohol or drug related convictions**
after a claim event is subsequently convicted of any alcohol or drug related offence in connection with driving or being in charge of your **car**.
- Intoxication while driving**
is under the influence of intoxicating substances or drugs (either prescribed or not) that has caused or contributed towards the covered **loss** or liability under this policy.
- Leaving the scene of an accident**
did not stop at or leaves the scene of an accident when it is an offence to do so.
- Refusing testing**
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.
- Unlicensed drivers**
does not have a legal licence to drive in New Zealand, or is not complying with the conditions of their licence.

These exclusions do not apply if the person who is in charge of your **car** has stolen it.

Your policy does not cover any loss, damage or liability arising from:

1. **Accessories and modifications**
any **accessories, modifications**, or customisations, other than the cover provided under the optional benefit Accessories and modifications on [page 12](#).
2. **Confiscation by an authority**
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.
3. **Controlled drugs pollution or contamination**
the pollution or contamination of your **car** by the manufacture, storage or use in the **car** of a 'precursor substance' or 'controlled drug', as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act.
4. **Criminal and reckless acts**
any criminal or reckless act or omission by you or by anyone in charge of your **car**. This exclusion does not apply to acts by any person who is in charge of your **car** after stealing it.
5. **Driving unsafely**
 - a. the **car** being used or driven in an unsafe or dangerous way, for example by overloading either the **car** or the trailer, or texting while driving
 - b. the **car** being driven in an un-roadworthy condition.
6. **Fines and damages**
aggravated, punitive or exemplary damages, fines, or penalties.
7. **Nuclear and radiation risks**
nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
8. **Stand-downs**
 - a. **72-hour stand-down**
Any storm, flood, wildfire, tsunami, volcanic activity, or landslide that occurs within 72 hours of the start date of this policy.
 - b. **Named cyclone stand-down**
A cyclone or ex-tropical cyclone that had been named before the start date of your policy.

The stand-down period exclusions also apply to the effective date of any change made to existing policy terms. Previous policy terms and conditions including sum insured and excess will apply to any loss or damage that occurs within the stand-down periods set out above.

The stand-down exclusion does not apply if this policy started immediately after another policy that covered these risks.

The stand-down and named cyclone stand-down exclusions do not apply if the policy was taken out at the same time you purchased the **car**.
9. **Use of the car**
the inability to use your **car** unconnected with **loss** covered by this policy.
10. **Using the car for a purpose it was not designed for**
a purpose other than for the purpose it was designed for, or not as a motor vehicle as defined in the Land Transport Act 1998 or any amendment or replacement Act.

11. **Using the car for business or occupation activities**

which includes, but is not limited to, 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, any trade or business, hire, carrying fare-paying passengers, or a stock and station agency.

12. **Using the car for racing**

using the **car** for sprinting, drag racing, pace-making, hill climbing, off-roading, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training.

13. **Using the car off-road**

using the **car** off-road, such as driving over open land, on beaches, riverbeds and sand dunes. This exclusion does not apply while you are launching or retrieving your boat from its own boat trailer.

Your policy does not cover any claims for:

1. **Faults and defects**

the cost of remedying or repairing any defects.

2. **Mechanical failure of the car**

failure, breakage or breakdown of any part of the **car**, unless it occurs as a result of **loss** to your **car** and we've accepted your claim.

3. **Wear, tear and depreciation**

wear and tear or loss caused by the action of sunlight, depreciation or unrepaired damage.

However, resulting loss is covered. By resulting loss we mean secondary damage that occurs as a direct result of the excluded causes above 1 to 3.

Your policy excludes cover for communicable diseases.

Your policy does not cover any **loss, time-element loss**, damage, liability, claim, cost, or expense arising out of or in connection with a **communicable disease**.

This exclusion also applies:

1. If there is some other contributing cause or event at the same or some other time.
2. To the fear or threat (whether actual or perceived) of a **communicable disease**.

Your policy excludes cover for cyber loss.

Your policy does not cover any **loss**, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any **cyber-attack** or **cyber incident**
2. any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **data**, including any amount connected to the value of any **data**.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your **computer system** suffers **loss** or damage insured by this policy, then this exclusion will not apply to both:

1. the cost to repair or replace the **computer system** itself
2. the costs of copying the **data** from back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling **data**. If your **computer system** is not repaired, replaced, or restored we will pay the cost of the blank **computer system** only.

This exclusion does not apply to **loss** or damage to your property insured under this policy caused by fire or explosion directly resulting from a **cyber incident**, unless that **cyber incident** arises out of or in connection with a **cyber-attack**, including controlling, preventing, suppressing, or remediating any **cyber-attack**.

Your policy excludes cover for war and terrorism.

Your policy does not cover any **loss**, damages or liability arising directly or indirectly from, occasioned by, through, in consequence directly or indirectly of, or claim for:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war
2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
3. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority
4. 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.

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.

You have certain responsibilities

Here is a list of what you and any person in charge of your **car** with your permission must do.

1. You must be honest and fair with us. All your statements made to us including in your application, made while this policy is in force, and made in relation to any claim must be honest, correct and complete.
2. You must keep your **car** well maintained and in roadworthy condition. This means that the **car** must be maintained to a level where it would pass a warrant of fitness test from someone, other than you, who has the authority to do the test.
3. You must tell us immediately if anyone:
 - a. starts to use your **car** for any business or commercial purpose such as, delivering food, people or packages
 - b. **modifies** your **car** from the manufacturer's standard specification
 - c. becomes a new regular driver of your **car**.
4. You must tell us immediately whether you or any other person covered by this policy:
 - a. commits, is ticketed for, is charged with, or is convicted of a criminal offence
 - b. commits, is ticketed for, is charged with, or is convicted of a driving offence (but not parking offences)
 - c. has their driving licence suspended, cancelled or a special condition added to their licence
 - d. has had a claim declined or a policy avoided
 - e. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms on which we insure you, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if in our opinion, there is a substantial change in risk.
5. You and any person in charge of your **car** with your permission must:
 - a. take reasonable care to protect and maintain your **car** and to avoid legal liability, and
 - b. ensure that your **car** is securely locked and any installed alarm or immobiliser is activated when unattended.
6. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date, we may cancel this policy (effective from the first day of the period to which the unpaid premium relates).

If you do not comply with your responsibilities under this section, You have certain responsibilities on **page 17**, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any **unused premium**.

If we avoid your policy, we will do so from the date of the incorrect statement, false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from the date the policy was avoided. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.

How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim. Call us on **0800 639 520** or go to **Westpac One** to make a claim online.

You have certain responsibilities at claim time.

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here's a list of what you and any person in charge of your **car** with your permission must do at claim time.

Before you lodge your claim.

You must:

1. Inform the Police if it appears that arson, theft, burglary or malicious damage has occurred and provide details of the complaint to us. For example, the acknowledgement number.
2. Tell us as soon as possible:
 - a. if it is likely that you'll make a claim
 - b. if you or anyone else who may have cover under this policy is charged with any offence which resulted in **loss** of property, or caused **bodily injury** to someone else
 - c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further **loss** or liability.
4. Get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.

Once you've lodged your claim.

You must:

6. Let us inspect the damaged **car** and deal reasonably with any salvage. No property may be abandoned to us.
7. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
8. Provide proof of purchase and/or proof of ownership of all items being claimed for.
9. Comply with all our requests about your claim by providing full cooperation, information and assistance.
10. Not discuss a claim made on you by another person with them. Instead, refer them to us.
11. Pay any applicable **excess** and any additional **excess**.
12. Let us instruct a solicitor of **our** choice to conduct your defence. You must follow the recommendations of that solicitor about the conduct or continuation of your defence.
13. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim.

You must:

14. Make sure that any repairs are carried out promptly.
15. Cooperate fully in any action we take to recover money from other parties involved in your claim.
16. Let us take over for our own benefit and settle any legal right of recovery you may have.
17. Tell us if any person is ordered to make **reparation** to you for any **loss** or cost that was part of the claim. Reimburse us for that payment as soon as you receive any **reparation**.
18. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

If you do not comply with your responsibilities under this section, You have certain responsibilities at claim time on **page 18**, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any **unused premium**.

If we avoid your policy, we will do so from the date of the incorrect statement, false statement, fraudulent act, or breach. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this we'll email or post notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.

How we'll look after your claim.

When you contact us to make a claim we'll:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator or other specialist to inspect the **loss** and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you all the information you need on how we'll settle your claim
7. if we decline your claim we'll clearly explain why.

What excesses you may need to pay.

The **excess** is the amount of any claim that you're responsible for. The **excess** applies to each event that results in a claim. Where **loss** has been caused on multiple occasions or events, an **excess** will apply for each occasion or event.

Unless the benefit being claimed says it's **excess-free** you'll need to pay your **excess**.

Additional **excesses** apply when the **car** is being driven or in the control of:

1. an inexperienced driver
2. a driver who holds an International drivers licence unless that licence was issued in a country identified by the NZTA as being eligible to apply for an exemption from a practical test. These countries are detailed on their website
3. when an additional underwriting **excess** has been applied.

Your **excess** and any additional **excesses** that apply are detailed on your **Certificate of insurance**.

How we'll settle your claim.

We'll settle your claim for **loss** following the process set out below.

For repairs.

If we decide it is economic to repair your **car**, we have the option to:

1. arrange the repair, or
2. pay you an amount equal to the reasonable cost of repairs as assessed by us.

The most we'll pay is the least of:

- a. the cost of repairs,
- b. the **market value** at the time of the **loss**, or,
- c. \$4,000, in the case of an uninsured third party accident claim.

We'll also pay the **current value** for **loss** to any insured **accessories** or **modifications** up to the maximum amount shown for these on your **Certificate of insurance**.

If we decide to repair your **car**, and you've decided to go to a repairer who is not part of our recommended repairer network, then we may choose Option 2 above.

In the case of partial **loss** to your **car** we'll automatically reinstate your **car** sum insured to its pre-**loss** cover value after we meet any claim and repairs have been completed.

For a total loss.

If we decide your **car** is a total **loss**:

1. we'll pay you the **market value** for your **car** at the time of the **loss**, if that is the cover type shown on your **Certificate of insurance**
2. if you have selected the optional benefit for **accessories** and **modifications**, we'll pay the **current value** for **loss** to any insured **accessories**, **modifications**, or customisations, up to the maximum amount for these shown in your **Certificate of insurance**, or in the case of an uninsured third party accident, we'll pay up to \$4,000
3. if your **car** has been stolen, we'll wait at least 14 days from the day the theft was reported to the Police before we settle for a total **loss**, in case your **car** is found
4. if you pay your premium by instalments, you must pay the rest of the annual premium before we settle your claim
5. your **car**, including its **accessories** and **modifications** covered by this policy, any unused **on-road costs**, and any proceeds of the salvage of your **car** will become our property. If we ask, you must provide your written consent to help us collect any unused **on-road costs**
6. we'll automatically cancel your policy.

In all cases:

We'll not pay more than the maximum amounts detailed for all benefits in this policy wording or on your **Certificate of insurance**.

We'll pay an interested party (finance company and so on) if we've been notified of their interest in your **car**. Their receipt will discharge us to the extent of our payment.

If your **car** includes any set of **accessories**, we'll firstly try to match the undamaged item or items and, if that is not possible, we'll pay for the nearest equivalent set available.

We have the option to use new, recycled or reconditioned parts in any repair.

We reserve the right to apply any claims monies owed to you to any unpaid premiums.

Replacement parts.

We'll pay for any part or **accessory** not currently available in New Zealand up to the lesser of:

1. the last known price list in New Zealand when the part or **accessory** was available, or
2. the part's or **accessory's** closest New Zealand equivalent.

We'll pay you the equivalent cost to us for a part or **accessory** if you ask us not to replace it.

Limits.

Your **car** is not covered for:

1. freight and other costs to import parts or **accessories** from outside New Zealand
2. any costs due to the inability to match existing paint
3. costs to replace any part or **accessory** that has not suffered **loss**

Other important information

You can cancel this policy.

You can cancel this policy by notifying us through Westpac One or phone. We'll refund any **unused premium**.

Free look period.

If you're not completely happy with your policy, you can cancel it within 15 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

We can cancel this policy.

We can cancel this policy at any time by notifying you in writing. The cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records.

We can also cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out in the sections:

You have certain responsibilities on [page 17](#)

You have certain responsibilities at claim time on [page 18](#)

If we cancel or avoid your policy we'll refund your **unused premium**.

Making changes to this policy.

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

We can alter the terms of this policy at any time if in our opinion there is a substantial change in risk. We will give you at least seven days' notice of this change.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund any **unused premium**.

Other parties with a financial interest.

You authorise us to disclose personal information about your insurance to any holder of a financial interest in the **car**.

This policy is under New Zealand law.

New Zealand has jurisdiction.

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

Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

New Zealand currency and taxes apply.

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.

How we'll communicate with you.

We'll communicate with you to your last notified physical or email address.

If email is your preferred method of communication, the address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your physical or email address.

We're here to help.

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, every now and then an issue might occur that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information check out tower.co.nz/contact-us/complaints

Glossary

Please note words in the singular can be in the plural and vice versa.

Accessory

A fitting or attachment installed in or on your **car** that is not supplied or fitted by the manufacturer of your **car** as standard equipment for your make and model. This fitting or attachment is a non-essential part of your **car**.

Accidental

Unintended and unexpected by you.

Bodily injury

Accidental bodily injury to a person occurring during the **period of insurance** in New Zealand, including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

Car

The motor vehicle listed on your **Certificate of insurance**.

Certificate of insurance

The Certificate of insurance first issued to you or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event).

Communicable disease

Any disease that can be transmitted by any substance or agent from any organism to another where:

1. the substance or agent includes, but is not limited to, any virus, bacterium or parasite or other organism or any variation of such, whether deemed to be living or not, and
2. the method of transmission, whether direct or indirect includes, but is not limited to, transmission that is:
 - a. airborne
 - b. bodily fluid
 - c. from or to any surface or object
 - d. solid, liquid or gas, or
 - e. between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer system

Any of the following things:

1. any computer, hardware, software, communications system
2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device)
3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, **data** storage device, networking equipment or back up facility.

Current value

The cost at the time of **loss** of repairing or replacing listed **accessories** and **modifications** to a condition no better than new, less an appropriate allowance for depreciation.

Cyber-attack

One or more unauthorised, malicious, or criminal acts regardless of time and place - involving access to, processing of, use of or operation of a **computer system**. A **cyber-attack** can be the threat or hoax of these acts.

Cyber incident

Any of the following things:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. any partial or total unavailability or failure to access, process, use or operate any **computer system**; it can be a single incident or a series of related incidents.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a **computer system**.

Excess

The amount of any claim that you must bear as shown on your **Certificate of insurance** and/or in this policy wording.

Loss

Sudden and **accidental** physical **loss** or sudden and **accidental** physical damage occurring during the **period of insurance** in New Zealand.

Market value

The reasonable cost that a **car** of the same make, model, kilometres travelled, year and condition as your **car** could have been purchased on the retail market immediately before the **loss**, as assessed by a valuer approved by us.

Modifications

Changes, alterations, or customisations to your **car** from the manufacturer's standard specifications, including but not limited to changes made to engine, steering, suspension, tyres or wheels, exterior paint work including paint effects and wraps, specialised interiors including racing harness, roll cage, steering wheel changes, external wastegate, carbon fibre panels and door changes.

On-road costs

This means any Vehicle Licence Fees (commonly called rego), Road User Charges (commonly called RUC), and Warrant of Fitness (commonly called WoF).

Period of insurance

The period shown on your **Certificate of insurance**. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise, cover begins at the time you purchased this insurance. Cover ends at 11:59pm on the last day shown on your **Certificate of insurance** or at the effective time of cancellation

Reparation

An amount ordered to be paid under Section 32 of the Sentencing Act 2002, or any amendment or replacement Act, by a New Zealand Court to a victim of an offence.

Time-element loss

Time-element loss means business interruption, contingent business interruption or any other consequential losses.

Unused premium

Premium for the days you've paid for, but will not be insured (calculated as at the effective date of cancellation).

We're here to help



0800 639 520



westpac.co.nz/insurance



Visit in branch

