Provider Motor Policy Maxi Protection





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Welcome

Thanks for choosing Tower Insurance. You've made a smart choice by insuring your vehicle with us. We've been helping New Zealanders protect the things they value for over 140 years and look forward to doing the same for you.

The Tower Insurance Provider Motor Policy — Maxi Protection consists of this wording, **your** proposal, declaration and **certificate of insurance** completed on the basis of information **you** 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, 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' on page 15.

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 **we** need **you** to tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you** or the terms on which **we** 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 anyone who may drive your vehicle, is charged with, convicted of, or commits 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.

We may change the terms on which we insure you, or the premium, to reflect the change in circumstances that you have disclosed to us.

If you do not comply with your obligations under this section 'What you must tell us', we have the option to decline any claim (and recover any claims payment already made). We may also cancel or avoid this policy. If we cancel we will give you 14 days' notice sent or emailed to your last known address on our records. If we do this, we will refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out, and you may be required to refund any claims payments we have previously paid to you under your policy (if any). If we do this we will send notice or an email to your last known address on our records and we will refund your entire premium paid.

Some of your other important obligations

You and any person in charge of your vehicle with your permission 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 cooperate fully in any recovery action
- comply with all **our** requests relating to **your** claim including providing all cooperation, information and assistance
- ensure that **your vehicle** is securely locked when unattended
- establish that you have complied with all of your obligations under this policy and that none of the exclusions apply
- inform the Police if it appears that there has been arson, theft, burglary or malicious damage
- 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 lost or stolen property which was part of the claim is found or recovered and hand it over to us or at our option refund any money paid by us if we request it
- 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** may decline **your** claim and recover any payment already made.

All premiums must be paid in full by the due date for payment of such premiums. If any premium payable by **you** remains unpaid 28 days following the due date for payment of that premium, **we** may cancel this policy (effective from the first day of the period to which the unpaid premium relates).

What your vehicle is insured for

Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance**, unless excluded by this policy.

What special benefits you are covered 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.

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

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 three calendar months of the accident. **We** will not pay more than \$10,000 during any one **period of insurance**. If more than one person is entitled to this benefit, this benefit will be applied proportionally between them.

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 and insuring a similar vehicle, limited to a maximum of seven 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 section is extended to include loss or damage to **your vehicle** caused by **natural disaster damage** occurring during the **period of insurance**.

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 more than 50% at fault.

Otherwise **your** no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

No claims bonus protection

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

- 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 No claims bonus would have been lost had it not been for this benefit.

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 as a result of the same event for loss or damage to your house or your contents that are also insured by us, we will only deduct one excess or excess refund and that will be the highest excess or excess refund applicable.

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.

If **you** purchase an additional vehicle, **we** will automatically hold the additional vehicle covered subject to terms and conditions of this policy, for 30 days from the date of purchase.

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 liable following an accident to **your vehicle** for which a claim is accepted.

Salvage and storage 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.

We will also pay for the reasonable cost for the temporary storage of **your vehicle** once we have accepted **your** claim.

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, vehicle keys, vehicle entry card or vehicle key codes are stolen or believed on reasonable grounds to have been illegally duplicated, or it is reasonable to believe that the combination number of electronic key codes may have become known to someone else without your permission, we will pay up to \$500 free of any excess to replace the remote or the keys or the entry card or change the combination number of the electronic key code and it will not affect your No claims bonus, provided that we are satisfied that the identity or location of your vehicle is known to any person who may have the keys or entry card.

Windscreen and window glass

If **your vehicle** suffers accidental breakage of its windscreen, window glass or sunroof during the **period of insurance we** will pay for their repair or replacement. **We** will not deduct any **excess** and **you** will not lose **your** No claims bonus. This benefit does not extend to lights, indicators, their covers or mirrors.

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 during the period of insurance.

Liability protection

We will cover you for up to \$25,000,000 for your liability for claims made against you for physical property damage as a result of accidents in New Zealand involving:

- your vehicle
- any trailer or caravan attached to your vehicle (provided the trailer or caravan is not otherwise insured)
- any vehicle not owned by **you** that **you** are using with the owner's permission.

We will not cover your liability for any vehicle that you are hiring or leasing (unless the leasing company is named as an interested party).

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 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 or section of this policy involving your vehicle, or any trailer or caravan attached to your vehicle (provided the trailer or caravan is not otherwise insured), or any vehicle not owned by you that you are using with the owners permission, our maximum combined liability under all policies is \$25,000,000.

What special benefits you are covered for under liability protection

The amounts payable in relation to the special benefits under Liability protection are included within the Liability protection cover of \$25,000,000 and are not in addition to it.

Bodily injury

Liability protection is extended to cover your liability for up to \$100,000 arising from bodily injury occurring in New Zealand during the period of insurance.

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** costs of defence up to \$1,200.

Marine 'general average'

Liability protection is extended to cover any costs which **you** may become 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:

- 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 — '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 Land Transport Act 1998 or any amendments or any Act(s) in substitution of the Act
- in an unsafe or unroadworthy 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 events outside of New Zealand
- 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 radioactivity from any nuclear waste or from the combustion of nuclear fuel including any self-sustaining process of nuclear fission or fusion
- 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, existing defects
- personal injury as defined in and/or for which cover is provided under the Accident Compensation Act 2001, or any amendments or any Act(s) in substitution of the Act
- the pollution or contamination of your vehicle by the manufacture, storage or use in the vehicle of 'precursor substances' or a 'controlled drug,' as defined in the Misuse of Drugs Act 1975 or any amendments or any Acts passed in substitution of the Act
- aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders.

Any loss or damage to:

- 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
- caravan awnings or coverings caused by windstorm, hail or snow
- tyres unless malicious or there is other damage to your vehicle for which a claim is payable
- the engine, transmission, mechanical, electrical or electronic systems due to their own failure, or any loss or damage which their failure may cause to the rest of these systems.

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** when **you** become aware of any circumstances which may result in a claim.

You can call us on 0800 808 808 or go to tower.co.nz/claims to fill out an online claim form.

If **you** call **us** and if **we** require **you** to complete a claim form, **we** must receive the completed claim form within 30 days.

How we will look after your claim

When **you** contact **us** to make a claim **we** will:

- process your claim within the terms of the policy
- explain how the claims process works
- explain what we need to go ahead with your claim
- if required, arrange for an assessor to inspect the damage and explain the procedure that will be followed
- keep you updated on your claim's progress
- give you all the information you need on how we will settle your claim
- if we decline your claim, we will clearly explain why.

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 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.

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.

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 or accessory was available or for the part's or accessory'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 sudden and accidental physical loss or sudden and accidental physical damage.

Cancelling this policy

You may cancel this policy at any time by notifying **us** either by telephone, email or post. We will refund 80% of **your unused premium** (unless the refund is less than \$25 in which case no refund will apply).

We may cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out under the headings 'What you must tell us' and 'Some of your other important obligations'.

If you make a claim which is false or fraudulent in any way or make any false statement to **us**, **we** may avoid **your** policy and any other policies **you** have with **us** or cancel them effective immediately from the date of the fraudulent act. If **we** do this, **we** will refund **your unused premium**.

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 alter the terms of this policy by giving **you** at least 14 days' notice sent or emailed to **your** last known address on **our** records in any of the following circumstances:

to reflect any material changes to relevant law

- to increase the level of existing cover, or add additional cover
- if we are no longer able to secure reinsurance protection for perils covered by this policy
- in order to allow for a material change in your (or your insured property's) risk profile
- in order to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for **us** under current policy terms.

If you do not agree to such alterations to the terms of your policy, you can cancel the policy (effective from the date of the proposed alteration) by notifying us either by telephone, email or post prior to the effective date of the proposed alterations. If you cancel on this basis, we will refund your unused premium.

Other insurance

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

Automatic reinstatement

In the case of partial physical loss or partial physical 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 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.

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.

lf you have a concern

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 there'll be an issue 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

Meanings of words

Definition	Meaning
Accessory, accessory's or accessories	An automotive part installed in or on your vehicle which is not supplied or fitted by the manufacturer of your vehicle as standard equipment for your make and model of vehicle
Agreed value	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	Bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury
Certificate of insurance	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	The amount of any claim which you must bear. The amounts are shown in the certificate of insurance and this wording
Market value	The value of your vehicle immediately prior to any claim as assessed by a motor vehicle valuer approved by us
Modifications or modified	Changes or alterations to your vehicle from the manufacturer's standard specifications, including but not limited to engine, sound system, steering, suspension, tyres or wheels
Natural disaster damage	Sudden and accidental physical loss or sudden and accidental physical damage as a direct result of earthquake, natural landslip , volcanic eruption, hydrothermal activity or tsunami and includes physical loss or physical damage occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of or to otherwise reduce the consequences of an earthquake, natural landslip , volcanic eruption, hydrothermal activity or tsunami. It does not include any loss or damage for which compensation is payable under any Act of Parliament other than the Earthquake Commission Act 1993 or any amendments or any Act(s) in substitution of the Act.

Definition	Meaning
Natural landslip	The movement (whether by way of falling, sliding, flowing or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill or a combination of such materials, which, before movement, formed an integral part of the ground but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion
Period of insurance	The period shown in the certificate of insurance
Unused premium	Premium for the days you have paid for, but will not be insured (calculated as at the effective date of cancellation)
Vehicle	The vehicle (including trailers and caravans) shown in the certificate of insurance including spare parts and attached equipment and accessories
We, us or our	Tower Insurance Limited
You or your	The person(s) named in the certificate of insurance as the insured. Where you jointly own the vehicle , this policy insures you jointly

Call us on **0800 808 808** or visit tower.co.nz



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