



# Car Insurance

Your policy wording. Keep it in a safe place.

Comprehensive cover



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# Welcome to Tower Insurance.

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

This is your *Comprehensive* cover policy wording, underwritten by Tower Insurance 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.

### 1. Start here.

These are the basics of your policy.

### 2. These are your benefits.

What you are covered for on page 11

### 3. Responsibilities and exclusions.

What you must do, and what isn't covered on page 18

### 4. Making a claim.

Information about making your claim with us on page 24

### 5. Other stuff.

This is important too, like what to do if you have a concern on page 29

### 6. Glossary.

Some words have special meanings on page 32

As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is an internationally recognised plain language quality mark.





































## Your benefits compared

Choosing what is right for you can be difficult, but we have made it easy with this comparison table.

This is the level of cover you selected and that this document explains. If you would like to change your level of cover, please call us on 0800 808 808.

			Third party fire and theft		Third party only	
Third party cover						
Legal liability protection		\$25m		\$25m		\$25m
Bodily injury including reparation		\$1m		\$1m		\$1m
Legal defence costs		\$5,000		\$5,000		\$5,000
Marine general average						
Cover						
Fire and theft cover		Agreed/ market		Market		
Collision cover		Agreed/ market				
Accidents caused by uninsured third party				Market		Market
Discounts						
Package discount						
SmartDriver discount						
Help after an event						
Rental vehicle		\$1,000		\$750		
Road clearing costs		\$1,000		\$500		
Towing						
Temporary storage						
Transport costs		\$500		\$250		

	Comprehensive	Third party fire and theft	Third party only
<b>No claims benefits</b>			
No claim bonus	✓	✓	✓
Claims that were not your fault	✓	✓	✓
No claims bonus protection	✓	✗	✗
<b>Other benefits</b>			
Towler repairer	✓	✓	✗
Repair guarantee	✓	✓	✗
Accessories and modifications	✓ Specify/ market	✓ Specify/ market	✗
Fatal injury	✓ \$5k	✗	✗
Lost or stolen car keys	✓ \$1,000	✗	✗
Natural disaster damage	✓	✗	✗
New vehicle replacement	✓ 2 years	✗	✗
One event – one excess	✓	✓	✗
Additional vehicle cover	✓ Agreed/ market	✓ Market	✗
Stolen from a locked garage	✓ No excess	✓ No excess	✗
Trailers	✓ Specify/ market	✗	✗
<b>Optional benefits</b>			
RoadWise	✓ Optional	✓ Optional	✓ Optional
No cover for under 25 year old drivers	✓ Optional	✗	✗
Windscreen excess buyout	✓ Optional	✓ Optional	✗

# How your policy works

Your *Tower Car Insurance – Comprehensive cover* consists of two documents: this policy wording and the certificate of insurance. Make sure you read your policy wording and the certificate of insurance so you understand the cover we're providing and what your obligations are.

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

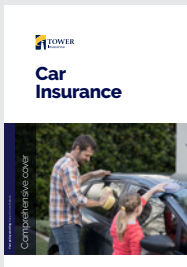
Your certificate of insurance tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

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

Please check we've got things correct. If there is an error of any sort, if your needs are not met or if you are in doubt then please contact us on 0800 808 808 or at [insurance@tower.co.nz](mailto:insurance@tower.co.nz).

## Words with special meaning

In this policy some words have a special meaning. You can find out what those words are and what they mean in the *Glossary on page 32*.



In the policy wording are the benefits, exclusions, responsibilities and limits of your cover.



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



# The claims process

We'll be ready. Here's hoping you never have to claim. But if life doesn't go to plan, here is what to do and when.



## Step one

Make sure you're safe

Make sure your property is safe

Take photos of the damage if you can

Call the police if required

Call us if you need immediate assistance



## Step two

Check your policy wording

Collect up any documents required

Start an inventory of losses

Call us

We will explain how the claims process works



## Step three

We'll lodge the claim with you

We may ask for more information

We will tell you what's going to happen next

We will arrange an assessor if required

We will decide whether the claim fits the terms of your policy

We will clearly explain why if it doesn't fit



## Step four

We will process your claim as fast as we can

We will keep you informed of what's happening

We will settle your claim as soon as we can



## What your cover includes



### We cover your car

We cover the car shown in the certificate of insurance, including:

1. any of the following supplied by the manufacturer:
  - a. attached equipment and options
  - b. tools and breakdown equipment
2. accessories as described in the benefit [Accessories and modifications on page 14](#).



### We do not cover modifications, tyres or contents

Your car does not include:

1. any modifications from the maker's standard specifications for the model and year of manufacture unless we have agreed to this and it is noted on your certificate of insurance. A conversion of your car to run on CNG, LPG or BioGas will be included in this policy so long as the conversion complies with the appropriate New Zealand Standard and has a current Certificate of Fitness
2. any cover for tyres, unless the loss was malicious or it occurs at the same time as other loss to your car and we have 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, including 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, unless you have selected the Optional benefit – [Discount for no cover for under 25 year old drivers on page 16](#).



You must tell us if anyone becomes a new regular driver of your car, or if any regular driver is charged with a criminal or traffic offence. Refer to the section – [What your responsibilities are on page 21](#) for full details.



## What your car is insured for



### Comprehensive cover

Loss that happens to your car.



### Third party cover

We will 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 are using with the owner's permission.

This cover will not apply if you are otherwise insured for your legal liability.

We will cover any other person using your car with your permission so long as that person:

1. complies with the terms and conditions of this policy
2. was not insured for legal liability under another 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 are charged with manslaughter or dangerous driving causing death from an accident where you are the driver and we have 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 any marine loss costs for which you become liable because of deliberate loss or damage in time of danger to prevent the loss of a ship and/or cargo while your car is being carried by that ship between ports in New Zealand.

### Limits

Third party cover is for up to \$25,000,000 in total during the period of insurance.

Amounts claimed for reparation, bodily injury, defence costs and marine losses are included within the third party cover limit, not in addition to it.

Liability arising from bodily injury to a person (including reparation) is for up to \$1,000,000 in total during the period of insurance.

Defence costs if charged with manslaughter or dangerous driving are covered for up to \$5,000 in total during the period of insurance.

If you have third party cover with us for your car under any other policy, our maximum combined liability under all policies is \$25,000,000 during the period of insurance.

### **We do not cover cars with other insurance**

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



# Your automatic benefits

## We cover help after an event

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### Rental vehicle

We will pay for you to rent and insure a similar vehicle to your car after a loss to your car that is covered under this policy.

#### Limits

We will pay reasonable expenses up to \$1,000 for either:

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

No rental charges will be paid:

1. If your car remains in a legally driveable condition after the loss
2. after your car is recovered in a legally driveable condition after the loss
3. after repairs have been completed
4. after we have paid your claim.



### Road clearing costs

We will pay for removing debris that you must legally remove from any road or parking area following a loss to your car and we have accepted your claim.

#### Limit

We will pay reasonable expenses up to \$1,000.



### Towing and temporary storage costs

We will pay for removing your car to the nearest repairer or place of safety if it is unable to be driven after a loss covered under this policy.

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

### Limit

We will pay reasonable expenses.



### Transport costs

We will reimburse travel and accommodation expenses to complete your journey or return home following a loss to your car and we have accepted your claim.

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

We will 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.

### Limit

We will pay reasonable expenses up to \$500.

## We provide no claims benefits

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### No claims bonus

You will receive a no claims bonus if you have not had any claim with us or with your previous insurer during the last insurance policy year.

Your no claims bonus may step down on renewal following any claim. This means your premium may increase because your no claims bonus status has reduced. However, your no claims bonus may step up again at the next renewal if you make no further claims. This means your premium may reduce because your no claims bonus status has increased.

Other rating factors may mean that, although you receive a no claims bonus, your premium may still increase.



## Claims that were not your fault

You will keep your no claims bonus and you won't pay an excess if you have been involved in an accident during the period of insurance, and:

1. you have identified the party at fault (that is, name, address, phone number, make, model, registered number of that other party's car), and
2. we are satisfied that the other party was more than 50% at fault.



## No claims bonus protection

You will keep your current no claims bonus following an at-fault claim if you have held comprehensive motor car insurance with a full no claims bonus with us for two years or more immediately prior to this claim.

### Limit

This benefit can only be claimed once in any two year period.

## We cover vehicle repairs

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## Tower repairer

We will arrange for one of our recommended repairers to repair your car if we decide your car is economic to repair and we have 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.



## Repair guarantee

If we accept your claim and repairs are carried out by one of our recommended repairers, we will provide you with a lifetime guarantee on those repairs.

## Other automatic benefits



### Accessories and modifications

We will cover your accessories and/or modifications that are listed in the certificate of insurance so long as we have accepted your claim for the loss to your car.

#### Limit

We will pay the lesser of the repair cost and the current value of the item listed.



### Fatal injury to you

We will pay a lump sum to your estate, or your husband, wife or de facto partner's estate, if either one of you dies from injury following a loss to your car and we have accepted your claim.

The death must occur within three calendar months of the accident.

#### Limit

We will pay \$5,000 per person up to a maximum of \$10,000 during the period of insurance.



### Keys and locks lost or stolen

We will pay to replace your car remote, keys, entry card or key codes and replace or re-code the locks if during the period of insurance:

1. they are lost or stolen
2. you have reasonable grounds to believe they have been illegally duplicated without your permission
3. you have reasonable grounds to believe that the combination number or electronic key codes may have become known to someone else without your permission.

Your first claim during the period of insurance will be excess-free and your no claims bonus will be unaffected.

#### Limits

We will pay reasonable expenses up to \$1,000.

A second claim within the same period of insurance will mean you pay your excess and your no claims bonus will be affected.



## **Natural disaster damage**

We will pay for natural disaster damage to your car during the period of insurance.



## **New vehicle replacement**

We will replace your car with a new vehicle of the same make and model, subject to current local availability if, as a result of a loss covered by this policy, your car becomes a total loss.

### **Limits**

You must have owned the car from new.

You must have insured the car with us from new.

The total loss must occur within two years of you purchasing the car.



## **One event – one excess**

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



## **Replacement/additional car**

If we insure your car, we will cover any car you purchase:

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

We will 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 will cover that car for the lesser of:

1. what you paid for it, or

2. its market value.

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



### **Stolen from locked garage**

If your car has been stolen from a locked garage or secure parking building, your claim will be excess-free and you will keep your no claims bonus.



### **Trailer**

We will pay for loss to your registered and warranted domestic single-axle trailer listed in the certificate of insurance.

## **Optional benefits**

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



### **RoadWise®**

If you have purchased this Optional benefit you have access to the RoadWise programme. This programme does not form part of this policy. See our website for the terms and conditions of this programme.

#### **Limit**

This Optional benefit is not available for caravans, motorcycles, motorhomes or vehicles greater than 3.5 tonnes or longer than five metres.



### **Discount for no cover for under 25 year old drivers**

If you have selected this Optional benefit, you have agreed that your car is not insured while it is being driven by or under the care or control of anyone under 25 years old. You will receive a premium discount.

This limit on cover will not apply if the person who is in charge of your car is under 25 and has stolen it.





## **Windscreen and window glass excess buyout**

If you have purchased this Optional benefit and your claim is only for loss to your windscreen or window glass from any cause, your claim will be excess-free and you will keep your no claims bonus.

### **Limit**

This Optional benefit does not cover mirrors, lights, indicators or their covers.



## What you are not covered for

**Your policy does not cover liability for:**

1. ACC personal injury  
personal injury for which cover is provided to any extent under the Accident Compensation Act 2001, or any amendments or any Acts passed in substitution of that Act
2. Bodily injury  
bodily injury to you or any person in charge of your car
3. Hire or lease  
any car that you are hiring or leasing (unless the leasing company is named as an interested party)
4. 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
5. Where you have 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:**

1. Alcohol limit exceeded  
has a blood or breath alcohol level which exceeds the legal limit
2. 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
3. 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

4. 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
5. Refusing testing  
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so
6. 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. 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
2. 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 amendments or any Acts passed in substitution of that Act
3. 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
4. Driving un-safely
  - 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
5. 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 have accepted your claim

6. 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
7. Terrorism  
the use of violence, or the threat of violence, in order to achieve a political, social or religious goal
8. 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 amendments or any Acts passed in substitution of that Act
9. 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
10. Using the car for racing and off-roading  
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.

**Your policy does not cover any claims for:**

1. 48 hour stand-down  
any loss that occurs within 48 hours of the start date of your policy caused by storm, flood, wildfire or landslide.  
This exclusion does not apply:
  - a. if this policy started immediately after another policy that covered this risk,
  - b. if this policy was taken out at the same time you purchased the car
2. Accessories that are not listed  
any accessory or set of accessories unless they are listed on the certificate of insurance

3. Excess that you pay  
any excess unless specifically stated
4. Faults and defects  
the cost of remedying or repairing any defects, unrepaired damage, wear and tear, loss caused by the action of sunlight, or depreciation
5. Fines and damages  
aggravated, punitive or exemplary damages, fines, or penalties
6. Use of the car  
the inability to use your car unconnected with loss covered by this policy.

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

War and terrorism

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.



## What your responsibilities are

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 about this policy and any claim must be honest, correct and complete. If they are not, we have no liability under this policy or for any claim.

2. You must provide us with all relevant information. This means you must 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.
3. 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 by someone else who is authorised to conduct that test.
4. You must tell us if any circumstances change or may change while we are insuring your car. This applies when the policy starts, while it is in force and when it renews.

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

- a. the use of your car changes to include any business use
- b. any modifications or changes are made to your car that are different from the manufacturer's standard specifications
- c. anyone becomes a new regular driver of your car
- d. you or anyone who drives your car 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, tell us the details, even if we have not 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 told us about.

We may cancel your policy by giving you at least seven days' notice if what you tell us is, in our opinion, 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 when unattended.

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

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).
7. If you do not comply with your obligations under this section *What your responsibilities are on page 21* and *What your responsibilities are at claim time on page 24*, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel we will give you seven days' notice emailed or posted 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. If we ask, you will have to refund any claims payments we have previously paid to you. If we do this we will email or post notice of this decision to your last known address on our records. We will refund your entire premium paid less any claims already paid.



## 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 808 808 or go to [tower.co.nz/claims](https://tower.co.nz/claims) to fill in an online claim form.

### What your responsibilities are 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 is 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 there has been arson, theft, burglary or malicious damage.
2. Tell us as soon as possible:
  - a. if it is likely that you will 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:

1. Let us inspect the damaged car and deal reasonably with any salvage. No property may be abandoned to us.



2. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
3. Provide proof of purchase and/or proof of ownership of all items being claimed for.
4. Comply with all our requests about your claim by providing full cooperation, information and assistance.
5. Not discuss a claim made on you by another person with them. Instead, refer them to us.
6. Pay any applicable excess and any additional excess, and where you discover damage caused on multiple occasions then pay an excess for each occasion or event that occurred.
7. 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.
8. 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:

1. Make sure that any repairs are carried out promptly.
2. Cooperate fully in any action we take to recover money from other parties involved in your claim.
3. Let us take over for our own benefit and settle any legal right of recovery you may have.
4. 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.
5. 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.

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

## How we will look after your claim

When you contact us to make a claim we will:

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 will settle your claim
7. if we decline your claim we will clearly explain why.

## What excesses you may need to pay

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

Where an automatic benefit or optional benefit specifies an additional excess, that additional excess will apply above any other excess in your certificate of insurance.

Unless the benefit being claimed says it's excess-free you will 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 will settle your claim

We will settle your claim for loss following the process set out below.

If we decide 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 will pay is the least of the cost of repairs, the market value at the time of the loss, or the agreed value shown in your certificate of insurance.

If your car is repairable, and you have 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 will automatically reinstate your car sum insured to its pre-loss cover value after we meet any claim and repairs have been completed.

If we decide your car is a total loss:

1. we will pay you the agreed value for your car, if that is the cover type shown in your certificate of insurance, and the current value for any listed accessories and modifications
2. we will pay you the market value for your car at the time of the loss, if that is the cover type shown in your certificate of insurance, and the current value for any listed accessories and modifications
3. we will replace your car if it fits within the limits described in the automatic benefit – [New vehicle replacement on page 15](#)
4. your car, including its accessories and modifications, will become our property
5. your policy will be automatically cancelled and no refund of premium will be given. If you pay your premium by instalments you must pay the rest of the annual premium before we settle your claim. However, if you insure your replacement car with us, we will credit the rest of the annual premium to your new policy.

**In all cases:**

We will not pay more than the maximum amounts detailed for all benefits in this policy wording or in your certificate of insurance.

We will pay an interested party (finance company and so on) if we have 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 will firstly try to match the undamaged item or items and, if that is not possible, we will replace the set with the nearest equivalent set available.

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

**Replacement parts**

We will 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 will 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, or
3. costs to replace any part or accessory that has not suffered loss.

## Cancelling this policy

You can cancel this policy by notifying us either by telephone or in writing. 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 in the headings:

1. *What your responsibilities are on page 21*
2. *What your responsibilities are at claim time on page 24*
3. *Making changes to this policy on page 29.*

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

### Free look period

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

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

## Making changes to this policy

You can have this policy altered as long as we agree in writing to that alteration before it takes effect.

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

1. to reflect any material changes to relevant law
2. to increase the level of existing cover, or add additional cover
3. if we are no longer able to secure reinsurance protection for perils covered by this policy
4. to allow for a material change in your (or your property's) risk profile

5. 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 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 notifying us by telephone, email or post, before the effective date of the proposed alterations. If you cancel on this basis, we will refund your 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 will communicate with you

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

If we are communicating to your email address, you must keep that address valid and make sure that you check it on a regular basis.

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

## If 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](https://tower.co.nz/contact-us)

# Glossary

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

## Accessory

An automotive part 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 of car.

## Accidental

Unintended and unexpected by you.

## Agreed value

The value of your car that we have agreed to at the time of insuring your car or at any change in cover or at renewal. The amount is shown in the latest certificate of insurance and is set at the beginning of the period of insurance.

## 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 (motor car, motorbike, trailer, motorhome, caravan, horse float or camper trailer) listed in the 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).

## 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.



**Excess**

The amount of any claim which you must bear as shown in the 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 at which 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 or modified**

Changes or alterations to your car from the manufacturer's standard specifications, including but not limited to engine, steering, suspension, tyres or wheels.

**Natural disaster damage**

Loss as a direct result of earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami. This 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 EQCover.

**Natural landslip**

The movement of ground forming materials that, before movement, formed an integral part of the ground. Such materials might be one of more of natural rock, soil, or artificial fill. 'Movement' means any one or more of falling, sliding, or flowing. Movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion is not natural landslip.

**Period of insurance**

The period shown in the certificate of insurance.

**Reparation**

An amount ordered to be paid under Section 32 of the Sentencing Act 2002, or any amendments or any Acts passed in substitution of the Act, by a New Zealand Court to a victim of an offence.

**Trailer**

Any domestic, general use single axle trailer that you own. It does not include boat trailers, caravans, horse floats, camper trailers or any double axle trailer.

**Unused premium**

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

**We, us or our**

Tower Insurance Limited.

**You or your**

The persons named in the certificate of insurance as the insured. Where you jointly own the car, this policy insures you jointly.

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

