

### Policy Wording

#### WELCOME

Thank you for choosing us to help look after your valuable asset. This document explains what you are covered for, some important information about your responsibilities, and what to do if you need to make a claim. It is designed to be read together with your certificate of insurance which shows who and what is covered, when your cover starts and ends, and the cost of the policy. The certificate will also show if any extra benefits, limits, or special restrictions apply to your policy. The proposal and declaration you completed requesting the cover also forms part of the contract.

#### INSURER DETAILS

This insurance is issued by Protecta Insurance New Zealand Limited (NZ Company No 312700) of 110 Symonds Street, Grafton, Auckland 1010 (**Protecta**) as agent for Virginia Surety Company Inc, New Zealand branch (a US incorporated company with NZ Company No 920655) of Unit 3, Level 2, 73 Manchester Street, Christchurch 8011 (**VSC**). The insurance is underwritten by VSC. Protecta and VSC are part of the Assurant, Inc. group.

#### 15-DAY MONEY BACK GUARANTEE

If you are not happy with your policy for any reason you can cancel it within 15 days of the start date and, if you haven't made any claims, we will refund any premium you have paid.

#### TRUE STATEMENTS

Any statements you or any other party make to us when you apply for cover, renew, or modify your policy or make a claim, must be true and complete. You must tell us all information you know or could be expected to know, which would influence us to accept your application or on what terms and at what cost. We may reduce or decline your claim or cancel your policy if any statements made are found to be false.

#### WHEN YOU NEED TO CONTACT US

Our experienced staff are here to help. Call us on 0800 776 832 or email us at [nz.classic@assurant.com](mailto:nz.classic@assurant.com) if you have any questions about your cover or for help with a claim.

There are also times when you need to contact us to keep us up to date with important information that may affect your cover or the premium you pay. Let us know immediately if:

- your address or contact details change
- you change your vehicle
- where you park your vehicle overnight changes, for example if you did have it in a locked garage and it's now in a driveway or on the road, or if it's now more secure than it was, or the address where you keep it changes
- you (or anyone else who drives or rides the vehicle) has any criminal or driving convictions, or if their license is suspended, endorsed, or cancelled
- someone else becomes a regular driver or rider of the vehicle
- your vehicle has had any new non-factory fitted modifications that require low volume certification, or if modifications have been changed or removed in a way that requires recertifying
- your vehicle was stolen but has been recovered
- you now use your vehicle for business
- if your vehicle was subject to a loan or hire purchase agreement that has been repaid
- If you don't inform us of any relevant changes immediately, we may change what you are covered for, how much you pay, or we may decide to cancel your policy.
- **Words with special meanings**

Some words and phrases in this document have special meanings. A list of these words and their meanings is provided at the end of this document.

## TYPES OF COVER

Your certificate will show the cover type you have selected. Each of these types of cover have different benefits so it's important to make sure you are reading the part of this document that matches the cover shown on your certificate.

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### What your vehicle can be used for

Your certificate will show if your vehicle is covered for private or business use.

If you are covered for private use, your vehicle is covered while you are using it for private and domestic purposes, including farm and community work. Your vehicle isn't covered if you are using it for any business, profession, or occupation purposes, but you are covered while driving to and from work, as long as the vehicle is not your primary method of commuting.

If you are covered for business use, your vehicle is covered both for private use and for limited business and promotional use, as agreed by us.

We don't cover your vehicle if it is being used for courier or delivery work (including food delivery), for paid driving instruction, for any hire arrangement or if you are carrying fare-paying passengers (including ride sharing). We also will not cover your vehicle for racing of any kind, pace-making, hill climbing, reliability trials, rallying, speed tests or any similar motor sporting event whether competitive or not.

We don't cover vehicle use in excess of 5,000 miles or 8,000 kilometres on an annual basis during the period of cover unless the extended mileage is noted on Your Certificate of Insurance.

Regardless of the type of use noted, this policy only covers enthusiast type secondary vehicles that are not a primary, regular, or daily use vehicles.

### WHO CAN DRIVE OR RIDE YOUR VEHICLE?

Anyone who is at least 25 years old and has held a valid Full New Zealand driver's licence for at least 2 years is insured to drive or ride your vehicle, provided they follow any restrictions of their licence. If the restrictions of their licence are not followed, they may not be covered. Also, it is important that you tell us if anyone driving or riding the vehicle

has had any driving convictions. You must also tell us if someone not named on your policy becomes a regular driver or rider of the vehicle.

Drivers or riders who do not meet the above criteria will not be covered, unless we agree to cover them, and they are named on your policy. We also will not apply the above criteria when your vehicle is being driven or ridden:

- by a member of the motor trade who is professionally engaged in the overhaul, upkeep, or repair of the vehicle; or
- to a medical facility in the event of a medical emergency.

### WHAT YOU ARE INSURED FOR IF YOU HAVE FULL COVER

If your certificate shows you have full cover, we will pay up to the sum insured shown on your certificate for accidental loss or damage to your vehicle that happens anywhere in New Zealand during the cover period. If your vehicle can be repaired, we will decide whether to repair the vehicle or to pay you the cost of repairing the vehicle.

The following benefits are also included in your cover:

#### Legal liability

We will cover your legal liability if you accidentally damage someone else's property or cause them personal injury. The event must involve your vehicle, or a trailer or caravan attached to it, and have happened in New Zealand during the cover period.

We will pay up to \$10,000,000 for property damage and up to \$1,000,000 for personal injury, but no more than \$10,000,000 in total for any one event.

This cover also includes the following, but only if there is no cover already provided under any other policy:

- damage to the personal baggage and clothing of your passengers
- cover for you while you are driving someone else's vehicle with their permission if you don't own the vehicle or are not hiring or purchasing it
- cover for any other person who is driving or riding your vehicle with your permission, including if it is being used for your employer's business
- any defence or enquiry expenses you incur with our agreement, plus any costs or expenses awarded against you, but it doesn't cover any fines

We won't cover:

- the standard excess shown on your certificate
- any loss or damage to property that belongs to you or that is in your custody or control unless it belongs to your passenger or is in a disabled vehicle you are towing for no financial gain
- any responsibility that you agree to if the law could not otherwise hold you responsible
- any fines, court costs, penalties, reparations, restitution or exemplary or punitive damages awarded against you

#### Changing your vehicle

If you change your vehicle or buy an additional vehicle, we will automatically cover the new vehicle for up to 30 days for a maximum of \$80,000, on the same terms and conditions as your current vehicle. You must give us full details of the new vehicle within 30 days. If you don't do so, the 30-day cover will not apply.

If you sell or transfer your interest in your vehicle, your cover will automatically cease unless we agree otherwise in writing.

#### If an accident wasn't your fault

If we accept that an accident wasn't your fault and you can provide us with the name, address, and phone number of the at fault driver and the registration number of their vehicle, we won't apply your excess or penalise you when your policy renews.

If we accept a claim for loss or damage to your vehicle, the following automatic benefits may also be paid.

### Glass cover

You are covered for accidental damage to your windscreen or window glass, including fixed or opening sunroofs, headlights, headlight protectors, and taillights.

If your vehicle has been modified in a way that requires non-standard window glass with compound curves, the most we will pay for those windscreens or windows will be \$5,000.

If your claim relates solely to glass and there is no other damage to your vehicle, you will not have to pay an excess and your no claims bonus won't be affected.

### Emergency costs

We will cover up to \$2000 in total for the following emergency costs:

- Removing any debris from a road or parking area
- Removing your vehicle to the nearest repairer or place of safety, or the cost of essential emergency repairs so you can get the vehicle to your destination or to a repairer
- We will also cover the cost of returning your vehicle to your home after it has been repaired or is recovered after being stolen

If your vehicle can't be driven or ridden, we will also pay reasonable costs up to \$1000 for accommodation and transport for you and your passengers to either complete your journey or return to your home. You can only claim this benefit once in any cover period.

### Matching sets

If a wheel is part of a matching set and is lost or damaged and can't be repaired, if we can't match the lost or damaged wheel, we will replace all the items in the set or pay you the equivalent value.

### Trailers

We will pay up to \$5000 for loss or damage costing more than \$100 to any trailer owned by you, that is specifically for transporting your vehicle. This does not include any trailer that is covered by another policy and doesn't include any contents of the trailer. You won't have to pay an excess for this benefit, however there is no cover if the trailer is not securely locked or immobilised when left unattended.

### Personal injury

If you or any of your passengers are involved in an accident in your vehicle and suffer an injury, we will pay up to \$300 for medical, surgical, or dental expenses, or \$5,000 if the injury results in death within 90 days. These payments are limited to \$300 and \$5,000 respectively for any one accident.

### Motorcycle riding apparel cover

We will pay up to \$2,500, less depreciation for age, to replace lost or damaged riding apparel worn by any named rider or their passenger.

### Keys & Locks

We will pay up to \$1,000 to replace your keys and locks if your vehicles keys are lost, stolen, or illegally duplicated. This benefit is independent of a claim for loss or damage of the vehicle. You won't have to pay an excess for this benefit.

### Vehicle spare parts

If you have spare parts or associated equipment that belong to but are not fitted to your vehicle, we will cover these for accidental physical loss or damage arising from fire, theft from a locked building or vehicle, or while being transported by you.

The value of each claimed item will be determined at our discretion as either the current retail value, the last known list price, or a reasonable market value.

Combined, the most we will pay within the policy period is \$5,000 for motor vehicle parts and \$2,500 for motorcycle parts. Where a claim solely relates to this benefit, a standard excess of \$250 will apply.

#### **Methamphetamine contamination**

If your vehicle is stolen or illegally converted and later recovered, if it is found to have methamphetamine contamination in excess of the level set out in the New Zealand Standard NZS 8510, we will pay up to the sum insured to have the vehicle decontaminated. We won't pay if the contamination is caused by you or any member of your family. The testing must be requested by you and any costs met by you.

#### **Natural disaster**

We will pay up to the sum insured if your vehicle is lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity, or wildfire.

#### **Marine general average**

You are covered for general average and salvage charges that are legally payable by you if your vehicle is being carried by ship between ports in New Zealand.

#### **Cleaning and valet**

Should your vehicle be broken into causing damage to the inside of the vehicle which would be covered by this insurance policy, and you have not made a claim under any other part of this insurance policy for the same event, we will cover the cost of cleaning and valeting your vehicle to a maximum of \$250. You won't have to pay an excess for this benefit.

#### **Roadside assistance**

Where this benefit is included on your certificate and your vehicle suffers one of the problems listed below, call 0800 776 832, select option one and state that you are an Assurant customer and quote either your policy number or registration number. This benefit provides unlimited callouts for the cover period. Roadside assistance is provided and controlled by First Rescue New Zealand Limited and is separate from your insurance contract.

- **Tyre** - If the vehicle has a spare tyre, First Rescue will dispatch a provider to remove the flat tyre and fit the vehicle spare wheel. If the spare wheel is flat or has no spare (for example vehicle has collapsible tyres or a Tyre Mobility System) First Rescue will pay for a provider to assist the caller, refill the tyre or to transport the vehicle to the nearest approved repairer or place of safety.
- **Flat battery / jump start** - If the vehicle cannot be jump started due to the battery requiring replacement, the vehicle will be referred or transported to the nearest approved repairer.
- **Out of fuel** - First Rescue will arrange, free of charge, the delivery of 5 litres of petrol or diesel.
- **Out of charge (EV)** - First Rescue will send out an EV Charging van to provide a top up charge (up to 10 kilometres of charge) or a transportation provider to transport the vehicle to the closest charging station, the customers home or business address.
- **Lost Keys** - If you lose your keys, First Rescue will provide all reasonable assistance (subject to proof of ownership shown) to:
  - locate and deliver a spare key; or
  - arrange for the driver or rider to retrieve the spare key if this is more practical.

In all other situations where the key is not available, First Rescue will arrange to transport the vehicle to a dealer. First Rescue will not be responsible for any damage incurred, or for any repair costs that result from moving the vehicle while it is locked. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility. These additional costs may be claimable under your policy, and subject to any applicable excess. Please contact Assurant claims on 0800 776 832.

- **Lockout assistance** - (keys locked in vehicle) First Rescue will dispatch a provider to unlock the vehicle or if more convenient, arrange for the spare set of keys to be delivered to the driver or rider. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility.
- **Mechanical breakdown** - First Rescue will dispatch a provider to transport the vehicle to the nearest Assurant approved repairer or place of safety.

- **Vehicle Repatriation** - Where a vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner's home and the repairs will take longer than 24 hours, the owner may elect to continue the journey by alternative means. If required, First Rescue will arrange for the vehicle to be transported to the customer's home or ultimate destination - whichever is the shorter. Alternatively, the owner/driver/rider may choose to be repatriated back to the repairer to collect the vehicle.
- **Towed Vehicle Support** - If the vehicle has a mechanical issue and was towing a caravan, boat and/or any form of registered trailer, First Rescue will transport the trailered vehicle to a place of safety.
- **Rental car** - If the vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner/driver/rider's normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/driver/rider will be entitled to a rental car to a cost of \$120 per day and a maximum of three days rental. Rental vehicle insurance waiver reduction and petrol costs remain the responsibility of the owner/driver/rider.
- **Accommodation (in lieu of a rental vehicle)** - If the vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner/driver/rider normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/driver/rider will be entitled to accommodation costs, (room charge only) of up to \$360 to a maximum of three nights.
- **Accident / Collision Assistance** - If the vehicle is involved in a motor vehicle accident, after ensuring all parties are safe First Rescue will provide advice/referral to the owner/driver/rider and if requested, organise an accident/tow provider to attend and transport the vehicle to an approved repairer or place of safety. Transportation/storage costs remain the responsibility of the owner/driver/rider.
- **Taxi** - Provision of a taxi (20kms radius or \$80 inclusive of GST) where the vehicle is non-- operational due to mechanical defect or where there are more than two persons travelling with the vehicle.
- **Emergency contact** - In the event of a breakdown or accident, First Rescue can connect their call to family members, friends, or business associates to notify them of any possible delays.
- **Windscreen/glass repair or replacement** - First Rescue will refer the owner/driver/rider to the nearest Assurant approved repairer or automotive glass specialist repairer.

There are some instances where Roadside Assistance won't respond or cover:

- Vehicles used in racing, rallies, speed, or duration testing or any practice thereof.
- Claims arising from the loss or damage to the contents of the vehicle.
- Claims arising from damage caused through the forced entry of a vehicle in any attempt to unlock and recover keys locked in the vehicle, whereby the owner/driver/rider has been fully briefed on the risk and situation by the First Rescue provider in attendance, and the owner/driver/rider has subsequently agreed to sign the indemnity form offered by the provider prior to commencing forced entry/unlock of the vehicle.
- Claims arising from a recurring electrical or mechanical failure resulting from improper care or vehicle maintenance, or vehicle servicing where a known fault and repair has been neglected.
- Situations where the vehicle is disabled by floods, snow affected roads, or is not accessible due to other adverse road or weather-related conditions.
- Vehicles being bogged/trapped in off road conditions, and not accessible by normal two- wheel drive recovery vehicles.
- Vehicles located off designated public roads (other than private residence), and not accessible by normal two-wheel drive recovery vehicles.
- Any vehicle exceeding 3.5 tonnes Gross Laden Weight.
- Vehicle has been left unattended.
- Any vehicle nominated and/or registered to the AA Roadside Assistance program.
- Vehicles not displaying a current motor vehicle registration certificate and warrant of fitness.
- Costs relating to parts, labour, or any associated costs for the repair of the vehicle outside of the benefits listed shall be at the owner/driver/rider's expense.
- Multiple callouts for the same fault for the same vehicle where the owner/driver/rider or service agent has not completed the remedial repairs within the calendar month.

- Non warranty events - First Rescue will continue to support the customer at their time of need however once the vehicle is transported to the authorised dealer or service agent and the fault is deemed not to be covered under warranty or is deemed as accident damage that the event costs be included into the dealer repair invoice to the customer i.e., incorrect fuel, punctured radiators, water hoses etc.

## WHAT YOU ARE INSURED FOR IF YOU HAVE STORAGE AND RESTORATION COVER

If your certificate shows you have storage and restoration cover, we will pay up to the sum insured shown on your certificate for accidental loss or damage to your vehicle that happens in New Zealand during the cover period.

### Accidental loss or damage

We will pay up to the sum insured shown on your certificate for accidental loss or damage to your vehicle that happens anywhere in New Zealand during the cover period, caused by fire, theft, impact or transit. The vehicle must not be moving under its own motive power at the time the loss or damage happens.

If your vehicle can be repaired, we will decide whether to repair the vehicle or to pay you the cost of repairing the vehicle.

### Changing your vehicle

If you change your vehicle or buy an additional vehicle, we will automatically cover the new vehicle for up to 30 days for a maximum of \$80,000, on the same terms and conditions as your current vehicle. You must give us full details of the new vehicle within 30 days. If you don't do so, the 30-day cover will not apply.

If you sell or transfer your interest in your vehicle, your cover will automatically cease unless we agree otherwise in writing.

### If a claim wasn't your fault

If we accept that the loss or damage wasn't your fault and you can provide us with the name, address, and phone number of the at fault person, we won't apply your excess or penalise you when your policy renews.

If we accept a claim for loss or damage to your vehicle, the following automatic benefits may also be paid.

### Glass cover

You are covered for accidental damage to your windscreen or window glass, including fixed or opening sunroofs, headlights, headlight protectors, and taillights.

If your vehicle has been modified in a way that requires non-standard window glass with compound curves, the most we will pay for those windscreens or windows will be \$5,000.

Your standard policy excess applies to claims under this benefit.

### Matching sets

If a wheel is part of a matching set and is lost or damaged and can't be repaired, if we can't match the lost or damaged wheel, we will replace all the items in the set or pay you the equivalent value.

### Vehicle spare parts

If you have spare parts or associated equipment that belong to but are not fitted to your vehicle, we will cover these for accidental physical loss or damage arising from fire, theft from a locked building or vehicle, or while being transported by you.

The value of each claimed item will be determined at our discretion as either the current retail value, the last known list price, or a reasonable market value.

Combined, the most we will pay within the policy period is \$5,000 for motor vehicle parts and \$2,500 for motorcycle parts. Where a claim solely relates to this benefit, a standard excess of \$250 will apply.

### Methamphetamine contamination

If your vehicle is stolen or illegally converted and later recovered, if it is found to have methamphetamine contamination in excess of the level set out in the New Zealand Standard NZS 8510, we will pay up to the sum insured to have the vehicle decontaminated. We won't pay if the contamination is caused by you or any member of your family. The testing must be requested by you and any costs met by you.

### Natural disaster

We will pay up to the sum insured if your vehicle is lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity, or wildfire.

### Marine general average

You are covered for general average and salvage charges that are legally payable by you if your vehicle is being carried by ship between ports in New Zealand.

## WHAT YOU ARE INSURED FOR IF YOU HAVE CLASSIC RALLY CAR TOURING STAGE COVER

If your certificate shows you have classic rally car touring stage cover, we will pay up to the sum insured shown on your certificate for accidental loss or damage to your vehicle that happens in New Zealand during the cover period. If your vehicle can be repaired, we will decide whether to repair the vehicle or to pay you the cost of repairing the vehicle. Cover is extended to include use of your vehicle in compliance with the Land Transport Act (1998), and any subsequent amendments, on any public road during any touring stage of any motorsport event. However, no cover will apply during timed stages or special stages.

The following benefits are also included in your cover:

### Legal liability

We will cover your legal liability if you accidentally damage someone else's property or cause them personal injury. The event must involve your vehicle, or a trailer or caravan attached to it, and have happened in New Zealand during the cover period.

We will pay up to \$10,000,000 for property damage and up to \$1,000,000 for personal injury, but no more than \$10,000,000 in total for any one event.

This cover also includes the following, but only if there is no cover already provided under any other policy:

- damage to the personal baggage and clothing of your passengers
- cover for you while you are driving someone else's vehicle with their permission if you don't own the vehicle or are not hiring or purchasing it
- cover for any other person who is driving or riding your vehicle with your permission, including if it is being used for your employer's business
- any defence or enquiry expenses you incur with our agreement, plus any costs or expenses awarded against you, but it doesn't cover any fines

We won't cover:

- the standard excess shown on your certificate
- any loss or damage to property that belongs to you or that is in your custody or control unless it belongs to your passenger or is in a disabled vehicle you are towing for no financial gain
- any responsibility that you agree to if the law could not otherwise hold you responsible
- any fines or exemplary or punitive damages awarded against you

### Changing your vehicle

If you change your vehicle or buy an additional vehicle, we will automatically cover the new vehicle for up to 30 days for a maximum of \$80,000, on the same terms and conditions as your current vehicle. You must give us full details of the new vehicle within 30 days. If you don't do so, the 30-day cover will not apply.



If you sell or transfer your interest in your vehicle, your cover will automatically cease unless we agree otherwise in writing.

### **If an accident wasn't your fault**

If we accept that an accident wasn't your fault and you can provide us with the name, address, and phone number of the at fault driver and the registration number of their vehicle, we won't apply your excess or penalise you when your policy renews.

If we accept a claim for loss or damage to your vehicle, the following automatic benefits may also be paid.

### **Glass cover**

You are covered for accidental damage to your windscreen or window glass, including fixed or opening sunroofs, headlights, headlight protectors, and taillights.

If your vehicle has been modified in a way that requires non-standard window glass with compound curves, the most we will pay for those windscreens or windows will be \$5,000.

Your standard policy excess applies to claims under this benefit.

### **Emergency costs**

We will cover up to \$2000 in total for the following emergency costs:

- Removing any debris from a road or parking area
- Removing your vehicle to the nearest repairer or place of safety, or the cost of essential emergency repairs so you can get the vehicle to your destination or to a repairer
- We will also cover the cost of returning your vehicle to your home after it has been repaired or is recovered after being stolen

If your vehicle can't be driven or ridden, we will also pay reasonable costs up to \$1000 for accommodation and transport for you and your passengers to either complete your journey or return to your home. You can only claim this benefit once in any cover period.

### **Matching sets**

If a wheel is part of a matching set and is lost or damaged and can't be repaired, if we can't match the lost or damaged wheel, we will replace all the items in the set or pay you the equivalent value.

### **Trailers**

We will pay up to \$5000 for loss or damage costing more than \$100 to any trailer owned by you, that is specifically for transporting your vehicle. This does not include any trailer that is covered by another policy and doesn't include any contents of the trailer. You won't have to pay an excess for this benefit, however there is no cover if the trailer is not securely locked or immobilised when left unattended.

### **Personal injury**

If you or any of your passengers are involved in an accident in your vehicle and suffer an injury, we will pay up to \$300 for medical, surgical, or dental expenses, or \$5,000 if the injury results in death within 90 days. These payments are limited to \$300 and \$5,000 respectively for any one accident.

### **Keys & Locks**

We will pay up to \$1,000 to replace your keys and locks if your vehicles keys are lost, stolen, or illegally duplicated. This benefit is independent of a claim for loss or damage of the vehicle. You won't have to pay an excess for this benefit.

### **Vehicle spare parts**

If you have spare parts or associated equipment that belong to but are not fitted to your vehicle, we will cover these for accidental physical loss or damage arising from fire, theft from a locked building or vehicle, or while being transported by you.

The value of each claimed item will be determined at our discretion as either the current retail value, the last known list price, or a reasonable market value.

Combined, the most we will pay within the policy period is \$5,000 for motor vehicle parts and \$2,500 for motorcycle parts. Where a claim solely relates to this benefit, a standard excess of \$250 will apply.

#### **Methamphetamine contamination**

If your vehicle is stolen or illegally converted and later recovered, if it is found to have methamphetamine contamination in excess of the level set out in the New Zealand Standard NZS 8510, we will pay up to the sum insured to have the vehicle decontaminated. We won't pay if the contamination is caused by you or any member of your family. The testing must be requested by you and any costs met by you.

#### **Natural disaster**

We will pay up to the sum insured if your vehicle is lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity, or wildfire.

#### **Marine general average**

You are covered for general average and salvage charges that are legally payable by you if your vehicle is being carried by ship between ports in New Zealand.

#### **Cleaning and valet**

Should your vehicle be broken into causing damage to the inside of the vehicle which would be covered by this insurance policy, and you have not made a claim under any other part of this insurance policy for the same event, we will cover the cost of cleaning and valeting your vehicle to a maximum of \$250. You won't have to pay an excess for this benefit.

#### **Roadside assistance**

Where this benefit is included on your certificate and your vehicle suffers one of the problems listed below, call 0800 776 832, select option one and state that you are an Assurant customer and quote either your policy number or registration number. This benefit provides unlimited callouts for the cover period. Roadside assistance is provided and controlled by First Rescue New Zealand Limited and is separate from your insurance contract.

- **Tyre** - If the vehicle has a spare tyre, First Rescue will dispatch a provider to remove the flat tyre and fit the vehicle spare wheel. If the spare wheel is flat or has no spare (for example vehicle has collapsible tyres or a Tyre Mobility System) First Rescue will pay for a provider to assist the caller, refill the tyre or to transport the vehicle to the nearest approved repairer or place of safety.
- **Flat battery / jump start** - If the vehicle cannot be jump started due to the battery requiring replacement, the vehicle will be referred or transported to the nearest approved repairer.
- **Out of fuel** - First Rescue will arrange, free of charge, the delivery of 5 litres of petrol or diesel.
- **Out of charge (EV)** - First Rescue will send out an EV Charging van to provide a top up charge (up to 10 kilometres of charge) or a transportation provider to transport the vehicle to the closest charging station, the customers home or business address.
- **Lost Keys** - If you lose your keys, First Rescue will provide all reasonable assistance (subject to proof of ownership shown) to:
  - locate and deliver a spare key; or
  - arrange for the driver or rider to retrieve the spare key if this is more practical.

In all other situations where the key is not available, First Rescue will arrange to transport the vehicle to a dealer. First Rescue will not be responsible for any damage incurred, or for any repair costs that result from moving the vehicle while it is locked. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility. These additional costs may be claimable under your policy, and subject to any applicable excess. Please contact Assurant claims on 0800 776 832.

- **Lockout assistance** - (keys locked in vehicle) First Rescue will dispatch a provider to unlock the vehicle or if more convenient, arrange for the spare set of keys to be delivered to the driver or rider. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility.

- **Mechanical breakdown** - First Rescue will dispatch a provider to transport the vehicle to the nearest Assurant approved repairer or place of safety.
- **Vehicle Repatriation** - Where a vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner's home and the repairs will take longer than 24 hours, the owner may elect to continue the journey by alternative means. If required, First Rescue will arrange for the vehicle to be transported to the customer's home or ultimate destination - whichever is the shorter. Alternatively, the owner/driver/rider may choose to be repatriated back to the repairer to collect the vehicle.
- **Towed Vehicle Support** - If the vehicle has a mechanical issue and was towing a caravan, boat and/or any form of registered trailer, First Rescue will transport the trailered vehicle to a place of safety.
- **Rental car** - If the vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner/driver/rider's normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/driver/rider will be entitled to a rental car to a cost of \$120 per day and a maximum of three days rental. Rental vehicle insurance waiver reduction and petrol costs remain the responsibility of the owner/driver/rider.
- **Accommodation (in lieu of a rental vehicle)** - If the vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner/driver/rider normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/driver/rider will be entitled to accommodation costs, (room charge only) of up to \$360 to a maximum of three nights.
- **Accident / Collision Assistance** - If the vehicle is involved in a motor vehicle accident, after ensuring all parties are safe First Rescue will provide advice/referral to the owner/driver/rider and if requested, organise an accident/tow provider to attend and transport the vehicle to an approved repairer or place of safety. Transportation/storage costs remain the responsibility of the owner/driver/rider.
- **Taxi** - Provision of a taxi (20kms radius or \$80 inclusive of GST) where the vehicle is non- operational due to mechanical defect or where there are more than two persons travelling with the vehicle.
- **Emergency contact** - In the event of a breakdown or accident, First Rescue can connect their call to family members, friends, or business associates to notify them of any possible delays.
- **Windscreen/glass repair or replacement** - First Rescue will refer the owner/driver/rider to the nearest Assurant approved repairer or automotive glass specialist repairer.

There are some instances where Roadside Assistance won't respond or cover:

- Vehicles used in racing, rallies, speed, or duration testing or any practice thereof.
- Claims arising from the loss or damage to the contents of the vehicle.
- Claims arising from damage caused through the forced entry of a vehicle in any attempt to unlock and recover keys locked in the vehicle, whereby the owner/driver/rider has been fully briefed on the risk and situation by the First Rescue provider in attendance, and the owner/driver/rider has subsequently agreed to sign the indemnity form offered by the provider prior to commencing forced entry/unlock of the vehicle.
- Claims arising from a recurring electrical or mechanical failure resulting from improper care or vehicle maintenance, or vehicle servicing where a known fault and repair has been neglected.
- Situations where the vehicle is disabled by floods, snow affected roads, or is not accessible due to other adverse road or weather-related conditions.
- Vehicles being bogged/trapped in off road conditions, and not accessible by normal two- wheel drive recovery vehicles.
- Vehicles located off designated public roads (other than private residence), and not accessible by normal two-wheel drive recovery vehicles.
- Any vehicle exceeding 3.5 tonnes Gross Laden Weight.
- Vehicle has been left unattended.
- Any vehicle nominated and/or registered to the AA Roadside Assistance program.
- Vehicles not displaying a current motor vehicle registration certificate and warrant of fitness.
- Costs relating to parts, labour, or any associated costs for the repair of the vehicle outside of the benefits listed shall be at the owner/driver/rider's expense.
- Multiple callouts for the same fault for the same vehicle where the owner/driver/rider or service agent has not completed the remedial repairs within the calendar month.

Non warranty events - First Rescue will continue to support the customer at their time of need however once the vehicle is transported to the authorised dealer or service agent and the fault is deemed not to be covered under warranty or is deemed as accident damage that the event costs be included into the dealer repair invoice to the customer i.e., incorrect fuel, punctured radiators, water hoses etc.

#### WHAT YOU ARE INSURED FOR IF YOU HAVE DEDICATED COMPETITION COVER

If your certificate shows you have dedicated competition cover, we will pay up to the sum insured shown on your certificate for accidental loss or damage to your vehicle that happens anywhere in New Zealand during the cover period. If your vehicle can be repaired, we will decide whether to repair the vehicle or to pay you the cost of repairing the vehicle. Cover only applies when the vehicle is not moving under its own motive power.

The following benefits are also included in your cover:

##### Changing your vehicle

If you change your vehicle or buy an additional vehicle, we will automatically cover the new vehicle for up to 30 days for a maximum of \$80,000, on the same terms and conditions as your current vehicle. You must give us full details of the new vehicle within 30 days. If you don't do so, the 30-day cover will not apply.

If you sell or transfer your interest in your vehicle, your cover will automatically cease unless we agree otherwise in writing.

##### If a claim wasn't your fault

If we accept that the loss or damage wasn't your fault and you can provide us with the name, address, and phone number of the at fault person, we won't apply your excess or penalise you when your policy renews.

If we accept a claim for loss or damage to your vehicle, the following automatic benefits may also be paid.

##### Glass cover

You are covered for accidental damage to your windscreen or window glass, including fixed or opening sunroofs, headlights, headlight protectors, and taillights.

If your vehicle has been modified in a way that requires non-standard window glass with compound curves, the most we will pay for those windscreens or windows will be \$5,000.

Your standard policy excess applies to claims under this benefit.

##### Matching sets

If a wheel is part of a matching set and is lost or damaged and can't be repaired, if we can't match the lost or damaged wheel, we will replace all the items in the set or pay you the equivalent value.

##### Trailers

We will pay up to \$5000 for loss or damage costing more than \$100 to any trailer owned by you, that is specifically for transporting your vehicle. This does not include any trailer that is covered by another policy and doesn't include any contents of the trailer. You won't have to pay an excess for this benefit.

##### Vehicle spare parts

If you have spare parts or associated equipment that belong to but are not fitted to your vehicle, we will cover these for accidental physical loss or damage arising from fire, theft from a locked building or vehicle, or while being transported by you.

The value of each claimed item will be determined at our discretion as either the current retail value, the last known list price, or a reasonable market value.

Combined, the most we will pay within the policy period is \$5,000 for motor vehicle parts and \$2,500 for motorcycle parts. Where a claim solely relates to this benefit, a standard excess of \$250 will apply.

### **Methamphetamine contamination**

If your vehicle is stolen or illegally converted and later recovered, if it is found to have methamphetamine contamination in excess of the level set out in the New Zealand Standard NZS 8510, we will pay up to the sum insured to have the vehicle decontaminated. We won't pay if the contamination is caused by you or any member of your family. The testing must be requested by you and any costs met by you.

### **Natural disaster**

We will pay up to the sum insured if your vehicle is lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity, or wildfire.

### **Marine general average**

You are covered for general average and salvage charges that are legally payable by you if your vehicle is being carried by ship between ports in New Zealand.

## **WHAT YOU ARE INSURED FOR IF YOU HAVE TRAILER COVER**

If your certificate shows you have trailer cover, we will pay up to the sum insured shown on your certificate for accidental loss or damage to your trailer that happens in New Zealand during the cover period.

This cover applies solely to the trailer(s) shown on your certificate of insurance, except as permitted under the section "Changing your trailer" below.

### **Accidental loss or damage**

We will pay up to the sum insured shown on your certificate for accidental loss or damage to your trailer that happens anywhere in New Zealand during the cover period, caused by fire, theft or impact. If your trailer can be repaired, we will decide whether to repair the trailer or to pay you the cost of repairing the trailer.

### **Changing your trailer**

If you change your trailer or buy an additional trailer, we will automatically cover the new trailer for up to 30 days for a maximum of \$80,000, on the same terms and conditions as your current trailer. You must give us full details of the new trailer within 30 days. If you don't do so, the 30-day cover will not apply.

If you sell or transfer your interest in your trailer, your cover will automatically cease unless we agree otherwise in writing.

### **If an accident wasn't your fault**

If we accept that an accident wasn't your fault and you can provide us with the name, address, and phone number of the at fault driver and the registration number of their vehicle, we won't apply your excess or penalise you when your policy renews.

If we accept a claim for loss or damage to your trailer, the following automatic benefits may also be paid.

### **Glass cover**

You are covered for accidental damage to your windscreen or window glass, including fixed or opening sunroofs, headlights, headlight protectors, and taillights.

If your vehicle has been modified in a way that requires non-standard window glass with compound curves, the most we will pay for those windscreens or windows will be \$5,000.

Your standard policy excess applies to claims under this benefit.

### **Emergency costs**

We will cover up to \$2000 in total for the following emergency costs:

- Removing any debris from a road or parking area
- Removing your trailer to the nearest repairer or place of safety, or the cost of essential emergency repairs so you can get the trailer to your destination or to a repairer

- We will also cover the cost of returning your trailer to your home after it has been repaired or is recovered after being stolen

You can only claim this benefit once in any cover period.

#### Matching sets

If a wheel is part of a matching set and is lost or damaged and can't be repaired, if we can't match the lost or damaged wheel, we will replace all the items in the set or pay you the equivalent value.

#### Trailer spare parts

If you have spare parts or associated equipment that belong to but are not fitted to your trailer, we will cover these for accidental physical loss or damage arising from fire, theft from a locked building or vehicle, or while being transported by you.

The value of each claimed item will be determined at our discretion as either the current retail value, the last known list price, or a reasonable market value.

Combined, the most we will pay within the policy period is \$2,500. Where a claim solely relates to this benefit, a standard excess of \$250 will apply.

#### Natural disaster

We will pay up to the sum insured if your trailer is lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity, or wildfire.

#### Marine general average

You are covered for general average and salvage charges that are legally payable by you if your trailer is being carried by ship between ports in New Zealand.

### WHAT YOU ARE INSURED FOR IF YOU HAVE SPARE PARTS COVER

If your certificate shows you have spare parts cover, we will pay up to the sum insured shown on your certificate for accidental loss or damage to your parts that happens in New Zealand during the cover period. This cover applies to spare parts or associated equipment that you own and belong to but are not fitted to your vehicle.

The value of each claimed item will be determined at our discretion as either the current retail value, the last known list price, or a reasonable market value.

Combined, the most we will pay within the policy period is the sum insured shown on your certificate of insurance.

#### Accidental loss or damage

We will pay up to the sum insured shown on your certificate for accidental loss or damage to your parts that happens anywhere in New Zealand during the cover period, caused by fire, theft or impact. If your parts can be repaired, we will decide whether to repair the part or to pay you the cost of repairing the part.

#### If a claim wasn't your fault

If we accept that the loss or damage wasn't your fault and you can provide us with the name, address, and phone number of the at fault person, we won't apply your excess or penalise you when your policy renews.

#### Natural disaster

We will pay up to the sum insured if your parts are lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity, or wildfire.

### IF YOU NEED TO MAKE A CLAIM

If something happens that you think may result in a claim, as soon as possible you should:

- make sure everyone is safe if there has been an accident
- let the police know if arson, theft, or malicious damage is involved

- call Assurant on 0800 776 832, or
- email to nz.motorteam@assurant.com

If there has been an accident, collect the drivers name, address, and phone number, and the registration number of any other vehicles involved. It is also helpful to have their insurance details.

You must try to limit further damage but do not make any repairs, other than emergency repairs, without our permission. It's also important that you don't admit fault or incur any third-party costs.

You will be sent a claim form to complete and should return this to Assurant within 30 days, either by email or by posting to PO Box 37371, Parnell, Auckland 1151.

You must let us know of any claim made against you and co-operate fully with us to settle or defend the claim on your behalf, including giving us any letters, notices, or court documents you receive, providing written statements and interviews about the claim and giving evidence in court. We will decide whether to defend or settle any claim against you.

### Excess

You must contribute the relevant excess shown on your certificate as the first amount of any claim under the policy.

We calculate your excess by adding the standard excess and any additional excess shown on your certificate.

You'll be asked to pay the excess either to us or directly to the repairer, or we may deduct the excess from the claim before paying it.

If we accept that you didn't contribute to the accident and you can provide us with the name, address, and phone number of the at fault driver and the registration number of their vehicle, we won't apply your excess or penalise you when your policy renews.

### Accidental damage

If we accept a claim for the accidental damage of your vehicle and we decide it can be repaired, you may use a repairer of your own choosing, or we may agree to pay the cost of repairs either in full or in part to you.

In all cases, we will not pay more than our appointed assessor's estimate of the cost of repairs.

If we decide the vehicle is not viable to repair, then we will settle your claim in accordance with the total loss section below.

### Replacement parts

If the damage requires the replacement of parts, we will pay the lowest of the latest known list price in New Zealand, or the closest equivalent part available in New Zealand, or the cost of having a new part made in New Zealand. We won't pay for any part, item or accessory that isn't damaged. For existing paintwork, we will only fix the areas damaged, and will not cover the paintwork in other areas if the paint cannot be matched.

### Contributing to repairs

If the vehicle is worth more money or is in significantly better condition after the repairs than it was before the accident, we may ask you to contribute to the cost of the repairs.

### Total loss

If we accept a claim and decide that your vehicle can't be repaired or has been stolen and not recovered, we will pay you the sum insured as either agreed value or market value, as shown on your certificate for that vehicle.

- If your certificate shows the vehicle's sum insured is agreed value, we will pay you the sum insured shown on the certificate.
- If your certificate shows the vehicle's sum insured is market value, we will pay you either the market value of the vehicle at the time of loss or the sum insured shown on your certificate, whichever is the lesser.

The policy will then automatically end, and the vehicle will become our property. If you have paid your premiums by instalment, you must pay the balance of the annual premium before the claim is paid, or we may choose to deduct the unpaid premium from the claim.

Following a total loss, you will have the opportunity to retain the damaged vehicle, at a value set at our discretion either by tender process or by a suitably qualified valuer.

### Interested party

If your vehicle is subject to a loan or hire purchase agreement, we may make a claim payment to the interested party, and this will discharge our obligations under the policy. If you have repaid the loan or hire purchase, please let us know so we can update our records.

## GENERAL CONDITIONS

### Changes to the policy

We can change the terms of your policy by writing to you at your last known postal or email address, if:

- laws governing the policy change in any significant way
- we increase the level of cover provided or add additional cover
- we move all those with similar policies to a refreshed policy with improved formatting and similar levels of cover
- there is a very high level of claims that would not be commercially sustainable at current premiums

Any changes would take effect 14 days after the date of the letter.

### Cancellations

You can cancel the policy within the first 15 days of purchasing it if you change your mind. We'll refund any premium paid as long as you haven't made a claim. Just write to Assurant, PO Box 37371, Parnell, Auckland 1151 or by email to [nz.classic@assurant.com](mailto:nz.classic@assurant.com)

You can cancel your policy and receive a pro-rata refund at any other time by giving 7 days written notice to Assurant, PO Box 37371, Parnell, Auckland 1151 or by email to [nz.classic@assurant.com](mailto:nz.classic@assurant.com)

In either case, if your vehicle is subject to finance, you will need agreement from the interested party before we can cancel the policy.

We can cancel your policy at any time if you don't comply with any of the terms of the policy if you don't pay the premium or you have made a fraudulent claim. You will be notified in writing to your last known postal or email address and cancellation will be effective at 4pm on the 7th day after the letter was sent.

### Paying your premium

Your policy is an annual contract, and you can choose to pay the premiums annually in full or by instalments. It is very important that your premium payments are made on time to ensure your cover remains in place.

If you pay annually and your premium remains unpaid past the start or renewal date, cover will automatically terminate from the start or renewal date.

If you pay by instalments and your premium instalment remains unpaid past the due date, we will attempt to collect the premium a second time. If we are not successful, cover will automatically terminate from when the unpaid premium was first due.

Your premium must be up to date before we will pay a claim, including the full annual premium if your claim is for a total loss. We will either withhold payment of a claim until the premium is paid or deduct the premium from the claim payment.

### Your obligations

You and any other person in charge of your vehicle (or other insured item) must take all reasonable steps to make sure it is kept safe and protected from possible loss. Vehicles and trailers that are in use must be kept in a roadworthy condition.



Vehicles must be suitably garaged at all times when not in use. You must also ensure your vehicle is suitably locked or immobilised if left unattended during your journey.

Where your policy provides cover for a trailer, the trailer must be suitably secured or immobilised at all times when not in use or if left unattended during your journey.

Where your policy provides cover for spare parts, the parts must be suitably secured within a locked building or vehicle at all times.

You must also not cause loss or incur any liability by any unreasonable, irresponsible, or reckless act such as leaving your unattended vehicle running, leaving your vehicle unlocked, leaving valuables on visible display, failing to report or action lost or stolen keys and leaving keys to your vehicle inside another vehicle.

#### **Joint insureds**

If this policy covers more than one person, all are jointly insured.

#### **Other insurance**

If any loss, damage, or liability that is covered by this policy is also covered by any other policy that was issued before this policy, we will only pay over and above the cover provided by the other policy.

#### **Goods & services tax (GST)**

All amounts referred to in this policy include any GST that may apply.

#### **New Zealand dollars**

All figures in this policy are in New Zealand dollars and all claims are paid in New Zealand dollars.

#### **New Zealand law**

The laws of New Zealand apply to this policy and the courts of New Zealand have exclusive jurisdiction over any legal proceedings about it.

### **PROTECTA PRIVACY POLICY**

Please refer to Protecta's privacy policy which sets out its respective rights and obligations in more detail as regards these matters and which can be found at <https://www.assurant.nz/privacy-policy>.

This Privacy Policy describes how Protecta collects, protects, uses, and discloses personal information it holds about you.

#### **When and how we collect customer information**

- Request a quote and/or arrange a policy through our agent or directly with us online or over the phone.
- When you call us, or we call you, we may record your call for training and quality assurance purposes.
- Lodge a claim on your policy with us.

#### **How we use the information we collect about you**

- Confirm your identity before responding to your query about your claim, policy, change of address etc.
- Registering and managing your claim.
- Share your information with third party service providers including service centres, assessors and other third parties involved in the management of your claim.
- Communicate with you about the progress of your claim or policy and periodically about other products and services that we believe may be of interest to you.
- Provide statistical information to our actuaries which may include some of your personal information.
- Respond to government agencies when requested to confirm your identity, policy, and claims history, last known address and contact details.
- Use your information to conduct credit checks when assessing your claim.

- Obtain your credit card details or setup a direct debit for the payment of your policy premiums.
- Administer your policy or contact details.

#### Procedures we follow to protect your privacy

We will always require you to respond to a series of questions aimed at verifying your identity prior to sharing information. This step ensures that you are the authorised person listed on the policy or have the appropriate authorisation to communicate on your behalf.

#### What we will not do

- Answer your query if we have not been able to identify you.
- Register a claim or provide you with updates about your claim if we have been unable to verify your identity as a person authorised on the policy.
- Provide you with unsolicited communication.
- Disclose your personal information with any third party without your explicit consent unless it is required as a matter of law.
- Sell your personal information to anyone else.

#### VSC PRIVACY POLICY

Pursuant to the Privacy Act 2020, please note the following information:

Under this Insurance Policy, information is collected about You. The information collected is held by VSC and used by VSC (and their contractors and agents) to administer Your Insurance Policy. If You do not provide this information, We may decline Your request to purchase the Insurance Policy. You have the right to access, and request correction of this information, subject to the provisions of the Privacy Act 2020.

Please refer to VSC's privacy policy which sets out its respective rights and obligations in more detail as regards to these matters and which can be found at <https://www.assurant.nz/privacy-policy>.

If You have any questions about the information collected about You, please contact the VSC at [customerfeedback@assurant.com](mailto:customerfeedback@assurant.com)

#### Dispute Resolution Process

Assurant (Virginia Surety Company, Inc., as Insurer) is a member of the Insurance and Financial Services Ombudsman (IFSO). If a complaint should arise, you may contact Assurant directly. If your complaint is not able to be resolved immediately by the person You are dealing with, it will initiate Assurant's Internal Dispute

Resolution (IDR) process. There is no cost to use this procedure. If your complaint cannot be resolved by Assurant, they may wish to refer the complaint to the IFSO. The IFSO is an independent approved dispute resolution scheme. It will not cost you anything to refer the complaint to the IFSO. Advice on the complaint process can be provided by Assurant in relation to this Insurance Policy.

The IFSO can be contacted by phone on 0800 888 202, by writing to PO Box 10845, Wellington 6143, emailing at [info@ifso.nz](mailto:info@ifso.nz) or on the web at [www.ifso.nz](http://www.ifso.nz)

#### WHAT WE WON'T PAY FOR

We won't cover any loss, damage, or liability in any of the following situations, regardless of which type of cover you have:

## ACC

We won't cover any injury or liability that is recoverable under the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

## Alcohol or drugs

If at the time of the accident the driver or rider of your vehicle:

- has a breath or blood alcohol limit that is higher than is legally permitted
- was under the influence of an intoxicating drug or drugs
- refuses to provide a breath or blood sample when required to do so
- fails to stop or leaves the scene of an accident when it is an offence to do so

## Existing damage

We won't cover any loss or damage to the vehicle or any other covered item that existed before the accident.

## Excluded drivers / riders and breach of licence

We won't cover your vehicle if it is being driven or ridden by anyone who is excluded from the policy, or who is not complying with the conditions of their licence or who doesn't hold a valid licence at the time of the accident.

## Loss of use

We won't cover the loss of use of your vehicle or any consequential loss or depreciation.

## Mechanical failure

We won't cover damage to, failure or breakage of any of the vehicle's systems, including computer systems, unless the damage was caused at the same time as damage that is covered by this policy.

## Outstanding Road User Charges and Registration fees

We will not pay for any Road User Charges or Registration/License fees that are outstanding at the time your vehicle is deemed a total loss and is deregistered. If a claim has already been paid before the outstanding fees are identified, you are required to pay those costs directly to the NZTA or to refund the amount to Assurant if the fees have been paid by them.

## Repossession

We won't cover your vehicle for any loss or damage that occurs if it has been repossessed by an interested party.

## Tyre damage

We won't cover damage to tyres caused by braking or by a puncture, road cut or bursting but we will cover damage if this was caused intentionally by another person or if there is additional damage to the vehicle.

## Unsafe vehicles

We won't cover any vehicle that is unsafe or unroadworthy unless you can prove the vehicles condition didn't contribute to its loss or damage, that you were unaware of the unsafe condition, and you had taken all reasonable steps to maintain the vehicle in a reasonable condition.

## War & terrorism

The policy does not cover any loss, damage or liability resulting from:

- war, invasion, act of foreign enemy, hostilities (whether war is declared or not)
- mutiny, civil war, rebellion, insurrection or military or usurped power
- any act of terrorism, including but not limited to any act or preparation or threat designed to influence a government or influence the public with the intension of advancing political, religious, ideological, or similar purpose
- the use of nuclear weapons material or ionising radiation, contamination by radioactivity or the combustion of nuclear fuel, including any self-sustaining process or nuclear fission or fusion
- confiscation or requisition ordered by any public authority

## **Wear & tear**

We won't cover any wear & tear, rust or corrosion, or any gradual damage, or any depreciation.

## **WORDS WITH SPECIAL MEANINGS**

Whenever these words are used in this document, this is what they mean:

### **Accessories**

Accessories are items that are kept in or on your vehicle, including:

- fitted entertainment, communication and navigation equipment, and radar detectors
- child restraints and car seats
- seat covers
- tools and breakdown equipment kept in your vehicle or purchased by you to repair your vehicle
- first aid kit, torch, and fire extinguisher
- aftermarket wheels
- motorcycle panniers, saddle bags, tank bags or top boxes, but not their contents
- any other equipment permanently fitted to your vehicle

### **Accident, accidental**

A sudden and unforeseen event that causes physical loss or damage that was not intentionally caused by you.

### **Agreed value**

Means the sum insured / agreed value amount noted on your certificate that we have agreed to cover your vehicle for.

### **Certificate**

The most recent certificate of insurance, renewal notice and/or endorsement certificates.

### **Cover period**

Means the timeframe shown on your certificate, usually 12 months, that we have agreed to provide your insurance for.

### **Excess**

The amount you must pay towards any claim. If you have more than one vehicle insured under this insurance policy, the excess will be shown separately for each vehicle.

### **Interested party**

Means the finance company noted on your certificate.

### **Locked building**

Means a fully enclosed building, container, or structure, that is securely locked.

### **Market value**

Means the reasonable retail value of the vehicle, part, item, or accessory immediately before the loss or damage occurred, allowing for age and condition.

### **Personal injury**

Means internal or external bodily injury caused solely by violent, accidental, external, and visible means. Injury does not include suicide or attempted suicide.

### **Roadside Assistance**

Means the roadside assistance services provided by First Rescue New Zealand Limited.

### **Suitably garaged**

Means inside a fully enclosed building that is securely locked.

**Suitably secured**

Means protected against theft through the use of an appropriate locking mechanism.

**Total loss**

Means your vehicle is in our opinion uneconomic to repair, or it has been stolen and not recovered. If there is any interested party noted on your certificate, then payment will be made to that party.

**Vehicle**

Means the vehicle(s), motorcycle(s) or trailer(s) noted on your certificate, with a gross weight of less than 3500 kg. Your vehicle includes the standard manufacturers equipment, any accessories, and any modifications or parts we have agreed to cover, while they are fitted to the vehicle. It doesn't include personal effects such as mobile phones, tablets or laptops, clothing or sporting equipment, tools, or any items used for a business, profession, or occupation. It also doesn't include any modifications that we haven't agreed to cover.

**Wheel**

The wheel includes the tyre, the rim on which the tyre is mounted, and the hubcap if fitted.

**We, Our or Us and Assurant means.**

Virginia Surety Company, Inc. (NZ Company No. 920655) the underwriter for this Insurance Policy or, as applicable Protecta, as agent for VSC. VSC and Protecta are part of Assurant, Inc. a global provider of risk management solutions. Information on VSC's Financial Strength rating can be found at <https://www.assurant.nz/rating>.

**You, your**

Means the person or persons, or company, named on the certificate as the insured person(s).



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**We're here to help**

If you have any questions,  
please feel free to call us on

**0800 776 832**

quoting your policy number.  
We're always happy to help.