

# Assurant Vehicle Care<sup>®</sup>

## Motor Vehicle Insurance

### Policy Wording

#### WELCOME TO YOUR MOTOR VEHICLE INSURANCE POLICY

This is Your Insurance Policy, which sets out what You are covered for and explains what You will receive, Your responsibilities and how to make a claim. We have authorised Protecta Insurance and their agents to administer this Insurance Policy.

You are important to Us and We welcome You as a valued customer. You have entrusted Us with the insurance of Your Vehicle - one of Your most valuable possessions. We value that trust.

#### 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.

#### IMPORTANT INFORMATION FOR YOU

1. This is Your Insurance Policy which consists of this wording, Your proposal, Certificate of Insurance and declaration. Please read it so You know exactly what You are covered for. If You do not fully understand this Insurance Policy please contact Assurant, who will be able to explain it to You. Any claims and general enquiries should be directed to Assurant. Please phone 0800 776 832.
2. Unless otherwise stated, all cover is subject to the loss or damage occurring during the Period of Insurance for which the premium has been received by Us.
3. Please examine this Insurance Policy and the Certificate of Insurance and if they do not meet Your requirements or if any information is not correctly stated, please return them at once and ask for the correction to be made.
4. This Insurance Policy has been arranged on the basis of information supplied by You. It may be that We would not cover You if all statements made to Us were not entirely correct and truthful. If there is any information which We have not been given, or if any circumstances have changed during the Period of Insurance, You must tell Us. Please read the section entitled YOUR DUTY OF DISCLOSURE in this Insurance Policy.
5. Words and phrases that have special meaning will be found at the rear of this Insurance Policy under the heading **DEFINITIONS**.

#### TYPE OF COVER

The type of cover selected by You will be clearly shown on Your Certificate of Insurance.

The types of cover are:

**Full Cover** means that You have cover under Section 1, 2 and 3 of this Insurance Policy.

**Third Party Fire and Theft** means that You have full cover under Section 2, no cover under Section 3, and Your cover under Section 1, **WHAT YOU ARE COVERED FOR**, will be restricted to accidental loss or damage to Your Vehicle by:

1. fire; or
2. theft

**Third Party Only** means that You have cover under Section 2 but You have no cover under Section 1 or Section 3 of this Insurance Policy.

#### DESCRIPTION OF USE

##### Private:

If Your Certificate of Insurance shows Your type of use as private:

You are covered while You are using Your Vehicle:

1. for private, domestic, social or pleasure purposes.
2. for professional business or farm purposes providing this has been indicated to Us on the proposal form.
3. by religious, social welfare or youth organisation workers in the course of that work.

But not for use in connection with:

motor trades, any form of selling and/or collecting, insurance assessing, driving instructing for reward, carriage of goods or samples in connection with any trade or business, any hire arrangement or agreement, carriage of fare paying passengers, or stock and station agents.

##### Business:

If Your Certificate of Insurance shows Your type of use as business: You are covered while You are using Your Vehicle:

1. for private, domestic, social or pleasure purposes.
2. in connection with a business, profession, or occupation.

But not for use in connection with:

courier, delivery, driving instruction for reward, any hire arrangement or agreement, taxi, shuttle or any carriage of fare paying passengers.

## SECTION 1 - WHAT YOU ARE COVERED FOR

We will cover Your Vehicle against sudden and accidental physical loss or damage occurring in New Zealand during the Period of Insurance and subject to the terms and conditions of this Insurance Policy.

### ADDITIONAL COVER BEYOND THE SUM INSURED:

#### 1. Salvage Costs

If Your Vehicle cannot be driven following damage covered by this Insurance Policy, We will pay up to \$1,000 for the reasonable cost of removing the Vehicle to the nearest repairer or place of safety.

#### 2. Trailer Cover

We will cover any trailer owned by You, or any trailer that is in Your care and not otherwise insured by any other policy. This does not include any horse float, caravan, campervan, boat trailer, or any trailer that cannot be drawn by Your vehicle or any contents of any trailer. At Our option We will pay the cost of repairs or the market value but the most We will pay is \$1,000 during the Period of Insurance. The Excess applicable to this additional cover is \$100.

#### 3. Hire Vehicle

If Your Vehicle is stolen or has suffered damage as a result of attempted theft making it un-driveable, We will pay for the costs of hiring a similar Vehicle, limited to a maximum of 10 days or \$500 whichever is the lesser. No hire charges will be paid once Your Vehicle is driveable, after the date of recovery of Your Vehicle in a driveable condition, or We have paid Your claim.

#### 4. Completion of Journey

Following damage to Your Vehicle covered by this Insurance Policy We will pay the reasonable costs of accommodation and travel expenses incurred to complete Your journey or return You to Your home immediately following the damage and also the reasonable costs of returning Your repaired Vehicle to Your home provided:

- a. Our total liability is limited to \$500 for any one accident and \$1,000 during any one Period of Insurance; and
- b. cover applies only to You, Your spouse and children travelling with You, or You, an employee or authorised driver when use type business vehicles are involved.

#### 5. Legal Defence

If as a result of driving Your Vehicle during the Period of Insurance You or any member of Your family residing with You is charged with manslaughter or reckless or dangerous driving causing death, We will cover the legal costs of defence up to a limit of \$1,000.

#### 6. Keys and Locks

Where Your keys and/or combinations have been stolen or illegally duplicated during the Period of Insurance, We will pay up to \$500 to replace Your keys and/or locks. The Excess applicable under this extension will be \$100. We also agree that any such payment will not affect Your no claim bonus entitlement.

#### 7. Death Benefit

If You or Your live in spouse die during the Period of Insurance as a result of Injury arising solely and directly from an accident to Your Vehicle, We will pay \$5,000 to Your legal representative provided:

- a. death occurs within 90 days of the accident.
- b. death is not caused by suicide (whether felonious or not) or attempted suicide.
- c. Our liability is limited to \$5,000 any one accident.

#### 8. Medical Expenses

We will pay Your medical, surgical and dental expenses (but not denture repair costs) following Injury to You, Your spouse and children travelling with You arising solely and directly from an accident to Your Vehicle provided:

- a. such expenses are not recoverable from any other source.
- b. Our total liability is limited to \$300 any one accident.

#### 9. Shortfall Cover

When We agree to pay a claim for a Total Loss of Your Vehicle We will pay the Interested Party, shown on the Certificate of Insurance, the shortfall between the Total Loss Payment and the Balance Outstanding up to \$1,000. This extension will terminate on the expiry or early repayment of the finance contract, cancellation or termination of this Insurance Policy or when a claim is made under this extension.

#### 10. Marine General Average

This is deliberate loss or damage incurred to the Vehicle in time of peril to prevent the loss of a ship and/or cargo. We will pay for any contributions and/or expenditure which may become legally payable by You as a result of Your Vehicle being carried by ship between ports in New Zealand during the Period of Insurance.

The cover provided by extensions 1 to 10 will only apply provided:

1. You are a private individual; and
2. We have accepted a claim under this Section of this Insurance Policy; and
3. You have the Full Cover option.

However additional covers 5, 7 and 8 do not apply for partnerships, companies and/or their employees or persons acting on their behalf.

#### **ADDITIONAL OPTIONS**

If You have selected any of the following additional options 1 to 5 and these are noted on Your Certificate of Insurance We will cover You for those options.

##### **1. Rental Vehicle Cover**

If Your Vehicle is unable to be driven, or repairs have commenced, following an accident for which a claim is payable, We will pay for the costs of renting a similar Vehicle, up to \$2,500 or a higher amount noted on Your Certificate of Insurance while Your Vehicle is being repaired. No rental charges will be paid after repairs have been completed or after We have paid Your claim. The rental vehicle will automatically be covered by this Insurance Policy on the same terms and conditions as they apply to Your Vehicle.

##### **2. Breakage of Windscreen**

If We agree to pay a claim for damage to windscreen or window glass (including sunroofs) as a result of breakage from any cause, under Section 1 of this Insurance Policy.

We agree that any such payment will not be subject to any Excess, and Your no claims bonus entitlement will not be affected. This extension only applies if the broken windscreen or window glass is the only damage to Your Vehicle.

##### **3. Protected No Claims Bonus**

Where You are entitled to a maximum no claims bonus (NCB) You are entitled to make one claim in each Period of Insurance that would normally affect Your maximum NCB without penalty. Any additional claims made in any Period of Insurance that would normally affect the maximum NCB will result in a penalty to the NCB at the Insurance Policy renewal.

##### **4. Named Driver Discount**

If Your Vehicle is driven by any person other than those specifically noted on the proposal and Certificate of Insurance, You are not insured for the first \$250 of each and every claim under Section 1, such amount to be additional to any Excess otherwise stated in the Certificate of Insurance. This additional amount however, shall not be payable by You:

- a. when breakage of windscreen or window glass including sun roofs is sustained without other damage to the Vehicle; or
- b. when loss or damage by fire occurs without impact or
- c. collision; or
- d. if the Vehicle is stolen or illegally converted or when left in the hands of a repairer or sales outlet for service, repairs or sale purposes.

##### **5. Excluding under 25-year Driver Discount**

When Your current Certificate of Insurance shows that the excluding under 25 yr driver option applies We will not cover any accidental loss, damage or liability, which results in a claim, when the driver of Your Vehicle was a person under 25 years of age.

However, We will not refuse to pay Your claim if the driver of Your Vehicle:

- a. was found guilty of theft or illegal use of Your Vehicle;
- b. was a person paid by You to repair, service or test Your Vehicle; or
- c. was an attendant at a car park.

#### **UNINSURED MOTOR EXTENSION**

If Your Certificate of Insurance shows You have cover type Third Party or Third Party Fire & Theft, We will cover Your Vehicle for loss or damage during the Period of Insurance arising from an accident caused by the driver of an uninsured vehicle up to a maximum amount of \$3,000 including the cost of removal and towing.

You will not have to pay the Excess for any claim under this extension. You may only claim under this extension if:

1. You can provide Us with the name and address of the person responsible for the accident and the registered number of the vehicle they were driving; and
2. We accept You did not contribute to the cause of the accident.

#### **NO BLAME BONUS AND EXCESS PROTECTION**

We will not impose Your Excess or penalise You at renewal of this Insurance Policy if You have been involved in an accident during the Period of Insurance and:

1. You can provide Us with the name and address of the person responsible for the accident and the registered number of the vehicle they were driving; and
2. We accept You did not contribute to the cause of the accident.

## NATURAL DISASTER

In respect of the Vehicle(s) specified in the Certificate of Insurance We will cover You up to the market value or sum insured of the Vehicle(s) specified (whichever is the lesser) for loss or damage caused by Earthquake, Volcanic Eruption, Tsunami or Hydrothermal Activity.

## SECTION 1 - WHAT WE WILL PAY FOR

### Sum Insured

We choose whether to repair the damage or to pay You the cost of repairing the damage, limited in both cases to the Sum Insured shown in the current Certificate of Insurance or the market value whichever is the lesser.

### New For Old

If Your Vehicle becomes a total loss within one (1) year of its original registration when new, We will replace Your Vehicle with a new Vehicle of the same make, model and variant, subject to current local availability. If We accept Your request not to do this, We will settle your total loss as provided for under: SECTION 1 - WHAT WE WILL PAY - Sum Insured.

## SECTION 1 - WE WILL NOT PAY FOR

### 1. The Excess:

- a. You must contribute the Excess shown on Your most recent Certificate of Insurance or Your most recent renewal notice as the first amount of any claim under this section; plus
  - b. an additional \$400 if the driver is 21 years of age and over but under 25 years of age; or
  - c. an additional \$600 if the driver is under 21 years of age; or
  - d. an additional \$400 if the driver is 25 years of age or over and has not held a full and valid New Zealand driver's licence for the 24 months immediately preceding the date of loss.
2. Any loss or damage to tyres unless it occurs at the same time as other damage to the Vehicle for which a claim is payable under this Insurance Policy.
3. Loss of use of Your Vehicle and any consequential loss associated with this, depreciation, wear, tear, corrosion, or any existing defects.
4. Damage to or failure or breakage of the engine, transmission, cooling, lubrication, mechanical, hydraulic, electronic, or electrical systems unless it occurs at the same time as other damage to the Vehicle for which a claim is payable under this Insurance Policy.

## SECTION 2 - THIRD PARTY LIABILITY - WHAT YOU ARE COVERED FOR

We will cover Your legal liability to pay compensatory damages for Injury or loss or damage to property of others occurring during the Period of Insurance resulting from the use of Your Vehicle and/or any trailer and/or caravan attached to Your Vehicle within New Zealand subject to the terms and conditions of this Insurance Policy.

### This Liability Cover Is Also Extended:

1. To include loss or damage to personal baggage and wearing apparel of any passenger notwithstanding, section 2 We will not pay for, clause 2.
2. To You while You are using another Vehicle with the permission of its owner provided it is not:
  - a. owned by You or being leased to You.
  - b. being purchased or hired to You under any form of hire or purchase agreement.
3. To any other person using Your Vehicle with Your permission.
4. To protect Your employer while Your Vehicle is being used by You (or a fellow employee with Your permission) on Your employer's business or while You are driving another vehicle as a servant or agent of Your employer.
5. To cover defence, inquiry costs and expenses incurred by You with Our consent plus any costs and expenses (excluding fines) awarded against You.

Provided that there is no cover under any of these extensions if there is any cover provided for that person, property or vehicle under any other policy.

## SECTION 2 - WHAT WE WILL PAY

Our liability in respect of any one claim or series of claims arising from one occurrence shall not exceed \$10,000,000 for property damage and \$1,000,000 for Injury.

Our total aggregate liability in respect of any one claim or series of claims arising from one occurrence for property damage and Injury combined shall not exceed \$10,000,000.

## SECTION 2 - WE WILL NOT PAY FOR

You or any other person to whom this section has been extended are not covered for:

1. The section 2 Excess shown in Your Certificate of Insurance in respect of each and every claim.
2. Loss or damage to property belonging to or under the care, custody or control of any person covered under this Insurance Policy or being conveyed or loaded on or unloaded from Your Vehicle or Injury to any person in Your Vehicle. However, this does not apply to any disabled mechanically propelled vehicle being towed by Your Vehicle for no financial gain or reward.
3. Any responsibility which You or Your driver have agreed with any party to accept in connection with any loss or damage for which the law could not otherwise hold You or the driver responsible.

4. Any liability to pay fines and/or other penalties or reparation sentences or any punitive, exemplary or aggravated damages awarded against You.

## SECTIONS 1 AND 2 - WE WILL NOT PAY FOR

1. Any loss, damage or liability while any Vehicle in connection with which insurance is granted under this Insurance Policy is:
  - a. Let out on hire or is used for the business of carrying fare paying passengers.
  - b. Being tested in preparation for or engaged in any racing, pacemaking, hill climbing, reliability trials, rallying, speed tests, or any other similar motorsporting event.
  - c. Being used otherwise than in accordance with the description of use or not being used for the purpose it was designed or not as a vehicle as defined in the Land Transport Act 1998 or any replacement Act and any subsequent amendments.
  - d. Being driven by any person who does not have a licence to drive Your Vehicle which is in full force and effect at the time and place of the accident or is not complying with the conditions of their licence except:
    - i. If they are being taught to drive and are complying with all the requirements of the law and are of an age to obtain a licence to drive the Vehicle.
    - ii. If they have held but not renewed a licence and are not disqualified from holding or obtaining a licence without a further driving test.
  - e. Being driven in either an unsafe or unroadworthy condition.
  - f. Being driven by any person who:
    - i. at the time of any event giving rise to a claim under this Insurance Policy has a proportion of breath/alcohol or blood/alcohol concentration which exceeds the legal limit prescribed by law.
    - ii. following an event giving rise to a claim under this Insurance Policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so.
    - iii. arising out of the circumstances giving rise to any claim under this Insurance Policy is convicted of any alcohol or drug related breach of the law governing the use of motor vehicles.
    - iv. is under the influence of alcohol or drugs or where alcohol or drugs contribute in any way to the accident.
    - v. leaves the scene of the accident when it is an offence to do so.
2. Any loss or damage or liability caused by or arising from:
  - a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
  - b. confiscation or requisition by order of any public authority.
  - c. nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or the combustion of nuclear fuel; for the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion.
  - d. any act of terrorism. An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
    - i. influence a government or any political division within it for any purpose and/or
    - ii. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological, or similar purpose.

### 3. Any Injury or liability:

Which is recoverable under the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

## GENERAL CONDITIONS

### Change of vehicle

If You replace Your existing Vehicle, We will automatically cover the replacement Vehicle provided the value of the replacement Vehicle does not exceed \$50,000 and You notify Us within 14 days of replacement and pay any additional premium required by Us. Such cover will be subject to the terms and conditions agreed at the time of notification.

Immediately You sell or agree to sell or in any way transfer Your interest in Your Vehicle, the cover provided by this Insurance Policy is automatically cancelled unless We have agreed otherwise in writing.

### Maker's specifications

Except as advised by You and noted by Us it is agreed by You that Your Vehicle complies with the maker's standard specifications for the model and year of manufacture and has not been modified in any way. A conversion of Your Vehicle to run on CNG, LPG or bio gas shall not constitute a modification provided such conversion complies with the appropriate New Zealand standard and has a current certificate of fitness.

### If the vehicle is a total loss

If the Vehicle is a Total Loss and We have paid Your claim:

1. This policy is automatically cancelled; and
2. We won't give any refund of premium; and
3. The Vehicle will become Our property.

NB. If You pay Your premium by instalments, because this is an annual contract, You must pay the rest of the annual premium before We settle Your claim.

### **Replacement parts warranty**

It is agreed that in the event of an accident to Your Vehicle necessitating the manufacture of new parts or the importing of parts or accessories, Our liability shall be limited to the latest list price in New Zealand of such parts or accessories or the price of the closest New Zealand equivalent or the cost of making a new part, whichever is the lesser. However, We will not be liable for any costs incurred:

1. due to the inability of any repairer to match existing paint.
2. to replace any part or accessory that has not suffered accidental damage.

### **Other interested party**

Where any Vehicle is mortgaged or subject to a hire purchase agreement or similar contract and such interest is noted in the Certificate of Insurance, payment in respect of any loss under Section 1 including the shortfall additional cover will be made to such Interested Party whose receipt will discharge Us completely.

### **Statements**

The correctness of all statements made in relation to this Insurance Policy or any claim is essential before We have any liability under this Insurance Policy.

### **Changes in circumstances**

If any relevant circumstances change or may change during the Period of Insurance, You must advise Us and We may vary the terms of cover (including the premium and the Excess) from the date of the change.

### **Changes to this Insurance Policy**

We can change the terms of this Insurance Policy by writing to You at Your postal address shown on Our records in any of the following circumstances:

1. If the law of New Zealand, as it applies to this Insurance Policy, materially changes, or
2. In order to increase the level of existing cover under this Insurance Policy or to add an additional cover, or
3. In order to move all policyholders with this type of policy to a refreshed policy of the same type, with improved drafting/formatting and similar levels of cover, or
4. In order to allow for a catastrophic increase in the number and/or amount of claims under this Insurance Policy that will not be commercially sustainable, based on the current premium rates. The change will take effect 14 days after the date of that letter.

### **Cancellations**

1. You may at any time ask Us to cancel this Insurance Policy by giving 7 days notice in writing to Assurant whereby this Insurance Policy will terminate. There will be an administration fee charged for this and if Your Vehicle is subject to finance You will need to get agreement to this cancellation.\
2. We have the right to cancel Your Insurance Policy where permitted by law. For example, We can cancel Your Insurance Policy:
  - a. where You have failed to comply with a provision of Your Insurance Policy, or
  - b. where You have failed to pay the premium payment for this Insurance Policy, or
  - c. if You have made a fraudulent claim under Your Insurance Policy or under some other insurance policy that provides cover during the same Period of Insurance as Your Insurance Policy.
3. The cancellation provisions in clause 2. above shall be effective from 4pm on the seventh day after posting or personal delivery of the notice of cancellation to You at Your last known address.

### **Unpaid Premiums**

1. Annually paid premiums -Where Your premium remains unpaid past the renewal date all benefits under this Insurance Policy will be forfeited from the renewal date.
2. Instalment premiums -Where You have chosen to pay Your premiums by instalment all benefits under this Insurance Policy will be forfeited from the date the first unpaid instalment was due. Following a missed instalment We will attempt to collect Your outstanding instalments one more time. If we are unsuccessful on the second attempt Your Insurance Policy will be automatically cancelled effective from the date the unpaid instalments were due. The full annual premium is payable in the event of a Total Loss.

### **15-day money back guarantee**

If You are not satisfied with the cover provided by Your Insurance Policy, please tell Assurant within 15 days of the commencement date. Assurant may agree to change this Insurance Policy to suit You. If You are still not satisfied You can cancel this Insurance Policy and Assurant will make a full refund of any premium paid providing You have not made a claim. If the Vehicle is subject to finance, Your finance company must agree to this cancellation.

### **Your obligations**

You and any person in charge of the Vehicle at any time must:

1. take all reasonable steps to make sure that the Vehicle is kept safe and protected from possible loss;
2. not cause or facilitate loss or damage or incur liability by any unreasonable, reckless or wilful actor omission;
3. inform the Police if it appears that there has been arson, theft, burglary or malicious damage and co-operate fully with the Police in investigation and prosecution;
4. tell Us immediately and return the claim form properly completed within 30 days of becoming aware of any circumstances which may give rise to a claim;
5. provide Us immediately with full particulars of any claim made against You by another person and provide all legal documents served on You. You must allow Us the sole option to negotiate settlement of, or defend the claim in Your name;

7. allow Us to take over for Our own benefit and settle any legal right of recovery You may have and You must cooperate fully in any recovery action;
8. take all steps which We consider reasonable to prevent further loss or damage;
9. comply with all Our requests relating to Your claim including providing all co-operation, information and assistance;
10. not start repairs without Our prior approval; and
11. not discuss any claim made against You by another person with that person. Otherwise We may decline any claim and/or recover any payment already made.

#### **Joint insureds**

If any of the property specified in the Certificate of Insurance is owned jointly, then the cover under this Insurance Policy on such property shall also be provided jointly.

#### **Other insurance**

If any loss or damage or liability covered by this Insurance Policy is also covered by any other policy, We will only pay over and above the cover provided by the other policy.

#### **Automatic reinstatement**

The cover provided under Section 1 will not be reduced by any claims paid by Us provided You pay an appropriate additional premium requested by Us.

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

Where any part of this Insurance Policy specifies any amount insured this amount includes GST.

#### **Jurisdiction**

The law of New Zealand shall apply to and the Courts of New Zealand will have exclusive jurisdiction in respect of any litigation arising out of this Insurance Policy. Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

#### **Your duty of disclosure**

You have a duty, at law, to disclose to Us all material information. You must do this before entering into an insurance policy, during the period of Insurance and at any renewal of Your Insurance Policy.

Material information is information that may influence a prudent insurer in deciding whether or not to accept the proposal, and if so, on what terms and conditions and for what premium.

Examples of information You may need to disclose include but are not limited to:

1. Anything that increases the risk of an insurance claim.
2. Any criminal conviction or offence.
3. If another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim.
4. Any insurance claim or loss made or suffered in the past.

These examples are a guide only. All material information must be complete and correct and if there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Assurant.

#### **Non-disclosure**

If You fail to comply with Your duty of disclosure We may avoid this Insurance Policy from the beginning and/or reject any claim under 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 may be contacted:

- by phone on 0800 888 202 (free call);
- by writing to PO Box 10845, Wellington 6143, New Zealand;
- by emailing them at [info@ifso.nz](mailto:info@ifso.nz); or
- on the web [www.ifso.nz](http://www.ifso.nz)

#### SECTION 3 - 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 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** - 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 customer's 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 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. 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 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 normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/driver 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.
- **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 normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/driver 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 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.
- **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 in 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 to the nearest Assurant approved repairer or automotive glass specialist repairer.

There are some instances where Roadside Assistance will not 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 has been fully briefed on the risk and situation by the First Rescue provider in attendance, and the owner/driver 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's expense.
- Multiple callouts for the same fault for the same vehicle where the owner/driver 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.

## CLAIMS

Notice of a claim must be given by You or Your representative to Our authorised agent Assurant immediately upon becoming aware of any circumstances which may give rise to a claim by adopting one of the following procedures:

1. Telephone Assurant at Auckland, Phone 0800 776 832 and ask for the insurance claims department OR
2. E-mail Assurant at: [nz.motorteam@assurant.com](mailto:nz.motorteam@assurant.com)
3. Write to Assurant, PO Box 37371, Parnell, Auckland 1151, requesting a claim form.

## DEFINITIONS

Whenever these words are used this is what they mean:

**Balance Outstanding** means;

the outstanding balance of the finance contract being owed to the Interested Party stated in the Certificate of Insurance, less any arrears, default interest charges and fees, penalty costs for early discharge, rebatable items, or any amount of increased liability due to the variation to the original finance contract.

**Certificate of Insurance** means;

the most recent certificate of insurance, renewal notice and/ or endorsement certificate(s).

**Excess** means;

the first amount of any claim which You must pay as You are not covered for this amount. We calculate Your excess by accumulating both the standard excess plus any other applicable excess shown on Your Certificate of Insurance or in Your Insurance Policy.

These are cumulative and will apply to each and every claim unless specifically stated otherwise under another part of this Insurance Policy or the Certificate of Insurance.

If You have more than one Vehicle insured under this Insurance Policy, the standard excess will be shown separately for each Vehicle.

**Injury** means;

bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.

**Insurance Policy** means;

this motor vehicle insurance wording, including the Certificate of Insurance, renewal notice and any endorsements (if any) underwritten by VSC.

**Interested Party** means;

the finance company stated in the Certificate of Insurance.

**Market Value** means;

the reasonable cost that a vehicle of the same make, model, kilometres travelled, year and condition as Your Vehicle could have been purchased for immediately before the loss, as assessed by an independent valuer approved by Us.

**Period of Insurance** means;

The 'Period of Insurance' shown in the Certificate of Insurance.

**Roadside Assistance** means;

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

**Total Loss** means;

the Vehicle(s) described in the Certificate of Insurance

- Is, In Our opinion, uneconomic or unsafe to repair, or;
- has been stolen and not recovered.

**Total Loss Payment** means;

the payment under this Insurance Policy in the event of a Total Loss where We do not replace Your Vehicle. The total loss payment includes any deductions for items such as Excess or any premium due under this Insurance Policy. If there is any interested party noted on the Certificate of Insurance then this payment will be made to that party.

**Vehicle** means;

the vehicle(s) described in the Certificate of Insurance including spare parts and accessories whilst in or about the vehicle. Vehicles with a gross weight not exceeding 3500kg.

**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 or Your** means;

the insured person(s), company or other entity named on the Certificate of Insurance.

#### **ENDORSEMENTS**

This Insurance Policy is subject to the following endorsements. Any endorsements below are valid only where it has been produced and approved by Suzuki Insurance. If this is not clear, please contact this office on 0800 778 282.



**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.

MVIB V6 01-12-2024