

# MotorPlan

Policy Document



Confidence for the road ahead



We would like to make sure you are aware of all your obligations and entitlements under this policy, so please read this document carefully. After you have read it, please contact Autosure on 0800 227 787 if you would like further information.

Welcome to  
**MotorPlan**



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**If your vehicle is involved in an accident:**

- phone 0800 227 787 to find out what you need to do.

**We will provide the following services:**

- help you lodge your claim;
- advise you which collision management centre or repairer to go to;
- manage the assessing and repairs for you;
- tow your vehicle to and from our centres and repairers when necessary.

**While your vehicle is being repaired:**

- we will give you regular updates of what stage the repair of your vehicle is at;
- you may have the option of a replacement vehicle\*.

**When your vehicle is repaired by a Vero/NZAA approved repairer:**

- it will be quality checked;
- we will guarantee the repair work while you own the vehicle.

**If your vehicle is stolen you must:**

- notify the police immediately;
- notify us immediately by ringing 0800 227 787.

**If you have a windscreen or other glass claim:**

- phone 0800 227 787 to arrange repair or replacement. A \$100 excess will need to be paid directly to the windscreen or glass repairer for glass replacement. No excess applies to windscreen repairs.

**Important Note:** For a full description of Policy conditions relating to claims, please refer to Policy conditions at the back of your Policy Document.

\* conditions apply

We belong to the Insurance Council of New Zealand and have made a commitment to the Council's Fair Insurance Code.

The Fair Insurance Code requires us to:

1. provide insurance contracts which are understandable and show the legal rights and obligations of both you and us;
2. explain the meaning of legal or technical words or phrases;
3. explain the meanings of particular words or phrases as they apply in the policy;
4. settle all valid claims fairly and promptly;
5. clearly explain the reason(s) why a claim has been declined;
6. provide you with a written summary of our complaints procedure as soon as disputes arise and advise you how to lodge a complaint;
7. advertise our complaints procedure and the Insurance and Savings Ombudsman Scheme and make these readily available in all our branch offices;
8. be financially sound as measured by the Council's solvency test, which means we have reserves equal to at least 20% of our premium income.

## Guarantee

If you are not satisfied with the cover provided by the policy you may return the policy within 30 days of receiving it. If you have not made any claims during that 30 days you will be given a full refund of any premium paid.

### Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington. This policy is issued to you on the condition that you authorise us to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. You also authorise us to obtain from ICR Ltd personal information about you that is (in our view) relevant to this policy or any claim made against it. You have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

*Definitions explain words frequently used in the policy. Defined words are shown in this type style.*

*Accessories* means:

- fitted entertainment, communication and navigation systems;
- child restraints/seats;
- tools and breakdown equipment permanently kept in *your vehicle*, purchased by *you* to repair *your vehicle*;
- car seat covers;
- first aid kit, torch, fire extinguisher, maps;
- other equipment (not otherwise defined) permanently fitted to the *vehicle*.

*Accident* and *Accidental* mean a sudden and unforeseen event causing physical loss or damage that is not intended or expected by *you*.

*In New Zealand* means in New Zealand or in transit within New Zealand.

*Market value* means the value of the *vehicle* immediately prior to the loss or damage.

*Period of cover* means the “period” or “period of insurance” specified on the *schedule*.

*Premium* is the amount *you* need to pay *us* to ensure cover commences or remains in force. This may mean the first premium or any subsequent premium and includes any government levies and taxes.

*Schedule* is the latest current policy schedule, expiry notice or insurance renewal issued to *you*.

*Vehicle* means any *vehicle* described on the *schedule* including equipment supplied and fitted by the manufacturer, and tools supplied by the manufacturer that would normally remain within the *vehicle*, and *accessories*. For the purposes of the Exclusions, *vehicle* also means any other *vehicle* covered by this policy, including any courtesy or hire vehicle arranged by us for you whilst *your vehicle* is being repaired.

*We, us* or *our* means Vero Insurance New Zealand Limited.

*You* or *your* means the insured person or persons named on the *schedule*, and their *partner*.

*Partner* means a marriage partner, or de facto partner as defined in the Property (Relationship) Act 1976 or civil union partner in terms of the Civil Union Act 2004.

*Your vehicle* is covered for private use, as defined below. Please also refer to Exclusion 3 for details of other excluded uses.

1. *Your vehicle* is covered while it is being used for social, domestic, pleasure and farming purposes.
2. There is no cover if *your vehicle* is being used:
  - i. for the carrying, hauling or towing of goods or samples in connection with any trade or business other than farming; or
  - ii. in connection with the motor trade or for business purposes by commission agents, sales or service persons, commercial travellers, insurance representatives, insurance assessors, motor driving instructors, stock, station or real estate agents, taxi or courier drivers.

*We* will provide the cover set out in this policy during the *period of cover* shown on the *schedule* provided *you* have paid the *premium* and subject to the policy's terms, limits, conditions and exclusions.

*Your* insurance contract consists of three parts:

1. this pre-printed policy document;
2. the personalised *schedule* with details of the cover which applies to *you*; and
3. the information in the proposal, application or declaration.

**Note** – *You* must immediately advise *us* if *your vehicle* is altered or modified from the manufacturers' standard specifications. This may result in an increase in *premium*, a change in terms or conditions or *us* giving notice of cancellation of cover.

**We will insure you for accidental loss or damage to your vehicle anywhere in New Zealand during the period of cover with us.**

### What we will pay – at our option

The cost to repair or replace *your vehicle* or make a payment up to the *market value*.

If *your vehicle* is a trailer, the maximum amount payable will be the lesser of the *market value* or \$1,000.

As the *premium* is partly based on *your vehicle's* stated value, *you* should make sure that it is realistic and takes account of depreciation.

### Limits on what we will pay for:

#### Parts

The most *we* will pay for any part or *accessory* not available *in New Zealand* is the lesser of:

1. the manufacturer's last known list price *in New Zealand*;
2. the price of the part's closest New Zealand equivalent; or
3. the cost of having a new part made *in New Zealand*.

*We* will not pay for the cost of freighting parts or *accessories* from overseas or for the replacement of any part that has not been damaged.

#### Accessories

*We* will not pay more than \$1,000 in total for loss or damage to *accessories* unless such equipment is the manufacturer's standard fitting for the *vehicle* model, unless a higher amount is shown on the *schedule*.

#### Paint

*We* will only pay for the repainting of those areas that have been damaged. *We* will not pay additional costs due to the inability to match new paint to existing paint.

#### Repairs

If *we* elect to repair *your vehicle*, *you* may use the repairer of *your* choice. If *you* choose a Vero/NZAA approved repairer *we* will pay the cost of repairs and guarantee the work while *you* own the vehicle, otherwise *we* will not pay more than *our* assessor's estimate of the cost of repairs.

If the repair makes a major improvement to the pre-accident condition or value of the *vehicle* then *you* may be required to make a contribution towards the cost of repairs.

#### Third Party Cover

When noted on the *schedule* in respect of a particular *vehicle* that "third party cover applies", cover on *your vehicle* is limited to loss or damage as a result of an accident caused by an uninsured other party. Cover will only apply if *we* are satisfied that:

1. the driver of *your vehicle* was completely free of blame; and
2. the identity of the other party who caused the damage is established; and
3. the other party did not have valid insurance.

The maximum amount payable for any claim will be the *market value* of *your vehicle* or \$3,000 whichever is less.

#### Third Party Fire and Theft Cover

When noted on the *schedule* in respect of a particular *vehicle* that "third party fire and theft cover applies", cover on *your vehicle* is limited to loss or damage to *your vehicle*:

1. by fire, theft or illegal conversion; or
2. as a result of an accident caused by an uninsured third party. Cover will only apply if *we* are satisfied that:
  - a. the driver of *your vehicle* was completely free of blame; and
  - b. the identity of the other party who caused the damage is established; and
  - c. the other party did not have valid insurance.

The maximum amount payable for any claim will be the *market value* of *your vehicle* or \$3,000 whichever is less.

## We will also pay for:

### 1. Legal Liability

*We* will pay for your legal liability for damage to property arising from *accidents* caused by *your vehicle*. *We* will pay up to \$1,000,000 (plus legal costs and expenses incurred with *our* consent) in respect of any one *accident* or number of *accidents* arising out of one event.

*We* will extend this benefit to provide the same cover:

- a. to any person who is driving *your vehicle* with *your* consent and who is not otherwise excluded from the policy cover;
- b. for *accidents* caused by any other motor car being driven by *you* in person, provided it does not belong to *you* and is not hired to *you* under a hire purchase or lease arrangement, except as agreed by *us* when *we* arrange a courtesy or hire vehicle. No cover is provided for damage to the car being driven.
- c. to *your* employer while *your vehicle* is being driven with *your* permission on *your* employer's business; and
- d. for damage caused by any trailer or caravan while attached to *your vehicle*.

But *we* will not pay:

- i. for damage to property (including motor *vehicles*) in *your* or the driver's custody or control. However damage to a disabled vehicle being towed (other than for reward) is covered. Damage to the property of passengers is also covered;
- ii. if *you* or any person or organisation to whom this section applies is entitled to indemnity under any other policy;
- iii. if *you* or any person fails to comply with the terms and conditions of this policy;
- iv. for any exemplary or punitive damages.

An excess will not apply to any loss claimed for under this benefit where *your vehicle* is comprehensively insured and *you* are not claiming for damage to *your vehicle* arising from the same incident.

**If you have home, contents, motor or boat insurance with us, you can only claim this benefit under one policy.**

### 2. Forest and Rural Fires Act

*We* will pay *you* up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with our consent) for all sums that *you* shall become legally liable to pay, arising out of any one event and arising from *your* ownership of the *vehicle* insured under this policy, whether or not damage to property has occurred, in respect of:

- a. costs incurred and apportioned by the Fire Authority under the Forest and Rural Fires Act 1977, (or any replacement Act and any subsequent amendments);
- b. costs claimed by any other party in order to protect their property from fire.

*We* will not pay for:

- i. levies for expenditure under Sections 44, 45, 46 & 46A of the Forest and Rural Fires Act 1977;
- ii. fines or penalties;
- iii. gross negligence or deliberate damage caused by *you*;
- iv. fire intentionally lit by *you* that does not comply with the Forest and Rural Fires Act 1977 and its amendments or any other statutory or local body requirement governing the lighting of fires.

Any payment made under this additional benefit shall be cumulative on any payment that may be made under the Legal Liability benefit of this policy, and *our* combined payment for this benefit and that which is provided under the Legal Liability benefit will not exceed \$1,000,000 (plus legal costs and expenses incurred with *our* consent) for any one event.

If *you* have home, contents, or motor insurance with *us*, *you* can only claim this benefit under one policy.

### 3. Vehicle Change

If *you* replace a *vehicle*, or buy an additional *vehicle* for *your* sole use then *we* will insure the replacement or additional vehicle for its *market value* but otherwise on the same terms that apply to the *vehicle* shown on the *schedule*, but only if:

- a. *you* tell *us* within 30 days after buying the replacement or additional *vehicle* and provide full details; and
- b. *you* pay any extra *premium* which *we* may require; and
- c. the *vehicle* purchased is valued at no more than \$30,000.

## 4. Vehicle Servicing and Emergency

If there are any driver restrictions on this policy *we* will not apply them when *your vehicle* is being driven:

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

## 5. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the sum insured under this policy is exclusive of GST. This means that *we* will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured. All limits, amounts or excesses shown are GST inclusive.

**The following additional benefits apply only where *your vehicle* is insured comprehensively:**

## 6. Trailers

*We* will cover any trailer owned, hired or leased by *you* but excluding:

- a. caravans or boat, horse or camper trailers;
- b. the contents of any trailer;
- c. trailers which are insured by another policy; or
- d. trailers which cannot be drawn by *your vehicle*.

*We* will pay up to \$1,000 for any one event. An excess of \$100 applies to each and every claim.

## 7. Emergency Costs

If *you* have an *accident* for which there is a valid claim under this policy, *we* will pay the reasonable costs of:

- a. having *your vehicle* removed to the nearest repairer or place of safety;
- b. essential repairs so *you* can get *your vehicle* to *your* destination or a repairer;
- c. returning *your vehicle* to *your* home following its repair, or if it was stolen, following its recovery.

*We* will also pay the reasonable costs of accommodating and transporting *you* and *your* passengers to *your* home if *your vehicle* cannot be driven, to a maximum of \$500.

## We will not pay for:

### 1. any excess

*You* must contribute the amount(s) shown on the *schedule* under the heading “Excesses” as the first amount of any claim. There are various excesses that may show on the *schedule*. These are:

#### Standard excess

This excess applies to each and every claim.

#### Imposed excess

Any *vehicle* noted on the *schedule* under “Imposed Excess” is subject to the additional excess shown on the *schedule*.

#### Windscreen and glass excess

Claims for total replacement of windscreens, sun-roofs, windows, headlights and headlight protectors or tail lights sustained without other damage to *your vehicle* are subject to a \$100 excess.

Claims for repairs to windscreens, sun-roofs, windows, headlights and headlight protectors or tail lights without other damage will be free of excess.

#### International excess

Any drivers of *your vehicle* who do not hold a New Zealand licence but do hold an International licence at the time of the *accident* are subject to the additional excess shown on the *schedule*.

#### Unnamed Driver excess

Where *you* have received a *premium* discount for restricting drivers to those named on the *schedule* any unnamed drivers of *your vehicle* are subject to the additional excess shown on the *schedule*.

#### Voluntary excess

Where *you* have received a *premium* discount for voluntarily increasing *your* standard excess, the voluntary excess shown on the *schedule* replaces the standard excess.

#### New Driver excess

Any drivers of *your vehicle* over the age of 25 who have not held a New Zealand drivers licence for more than 12 months at the time of the *accident* are subject to the additional excess shown on the *schedule*.

#### Underage excess

Any drivers of *your vehicle* who are under the age of 25 at the time of the *accident*, are subject to the additional excess shown on the *schedule*.

### Special excess

Any drivers of *your vehicle* who are noted on the *schedule* under "Special Excess" are subject to the additional excess shown on the *schedule*.

All excesses are cumulative.

Where a single event causes loss or damage to property or items insured by *you* with *us* under more than one insurance policy, only one policy excess will apply. The amount of the excess will be the highest excess that *we* could apply under any of the policies affected.

### 2. *we* will not pay for:

- a. loss of use or consequential loss, depreciation, wear and tear, corrosion, existing defects or damage;
- b. breakdown, failure or breakage of:
  - i. any component or accessory; or
  - ii. the engine, transmission, mechanical, electrical or electronic systems, or
  - iii. any loss which their failure may cause to the rest of these systems;
- c. damage to tyres by application of brakes or by punctures, cuts or bursts, or bursting unless the *vehicle* suffers other loss or damage in an *accident*, or the damage is deliberate and is caused by a person not insured by this policy;
- d. costs which can be recovered under the provisions of the Injury Prevention, Rehabilitation, and Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

### 3. losses when *your vehicle* is being:

- a. used other than in accordance with the description of use;
- b. used for hire or carrying of fare paying passengers;
- c. used anywhere for (or being tested in preparation for) racing of any kind, pace-making, trials, tests, demonstrations, race track driver training, or race track vehicle handling lessons (or similar events) whether organised or not;
- d. driven on a racetrack whether sealed or not and whether in the presence of other vehicles or not.

### 4. losses when *your vehicle* is being used or driven by any person who:

- a. does not have a licence which is in full force and effect to drive *your vehicle* at the time and place of the *accident*; or
- b. is not complying with the conditions of his/her licence; or
- c. is excluded from the policy cover.

### 5. losses when *your vehicle* is being used or driven by any person who:

- a. at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor

or a drug or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law. If *your vehicle* is being used or driven by a person who at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor, cover will still apply if *you* can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law. It will be assumed that the proportion of alcohol in the blood or breath at the time of the *accident* was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the *accident*;

- b. following an *accident* giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the *accident* when it is an offence to do so.

### 6. losses that arise from *your vehicle* being in an unsafe or damaged condition:

unless *you* can prove that such condition did not cause or contribute to the loss or damage. Cover will still apply if *you* can prove that *you* and the driver were unaware of such condition and had taken all reasonable steps to maintain *your vehicle* in a safe condition.

### 7. loss, destruction, damage or liability directly or indirectly caused by:

- a. war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), revolution, insurrection, military or usurped power or confiscation, destruction or acquisition by government or local authorities;
- b. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
- c. any act of terrorism including loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive, or nuclear:
  - pollution;
  - contamination; or
  - explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

## 1. Assignment

*You* must not assign or attempt to assign this policy or *your* interest in this policy to any other person or party without *our* written consent.

## 2. Breach of Policy Terms and Conditions

No claim will be payable where any person entitled to indemnity under this policy breaches any of the policy terms or conditions. Nothing in this policy affects *our* right to avoid the policy for non-disclosure.

## 3. Cancellation

Where *you* are not paying by instalments *we* may cancel this policy at any time by sending a letter to this effect to *you* at *your* last known postal address. If *your vehicle* is mortgaged or secured by any other financial agreement, a copy of the letter will be sent to the interested party. The cancellation will take effect at 4.00 pm on the 7<sup>th</sup> day after the letter has been sent. *We* will refund the unused part of *your* paid *premium*. *You* may cancel this policy by giving written notice to *us*. *We* will refund 80% of the unused part of *your* paid *premium* provided that *you* have not made a claim.

## 4. Care of Motor Vehicle

*You* must take all reasonable steps to prevent loss or damage and maintain *your vehicle* in good repair. *We* will always have the right to examine *your vehicle*.

## 5. Claims

- a. On the happening of any event that may give rise to a claim under this policy *you* must:
  - i. immediately notify *us* of such event;
  - ii. take all reasonable steps to minimise the extent of loss or damage;
  - iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;
  - iv. obtain *our* consent before proceeding with repairs;
  - v. make *your vehicle* available for inspection by *us*;
  - vi. provide all proofs, information and other evidence, and otherwise give all possible assistance that *we* may require; and
  - vii. in the case of loss by theft, burglary or vandalism advise the Police immediately.
- b. *You* shall not without *our* written consent incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim.

- c. *We* shall be entitled at *our* expense and in *your* name to take any proceedings necessary to obtain relief from any other party and to take over and conduct the defence and settlement of any claim. *You* must provide all reasonable assistance and co-operation.
- d. If *we* pay the *market value* then the cover is finished and no premium is refundable. *We* may keep whatever is left or recovered of the *vehicle*.

## 6. Correctness of Statements and Fraud

The proposal, application or declaration form is the basis of this contract. All statements made by *you* or on *your* behalf either on the proposal form or otherwise in support of this policy or any claim must be complete and correct in all respects. If any claim under this policy is supported by any incorrect information or statement all benefits under this policy will be forfeited.

## 7. Duty of Disclosure/Change of Circumstances

*You* must tell us everything that may be relevant to *our* decision to issue, renew or alter the policy and *you* must tell *us* of any changes to any circumstances relevant to this policy as soon as *you* know about them.

## 8. Instalment Premiums

Where *we* have agreed to accept payment of *premium* by instalments:

- a. *we* reserve the right in the event of a claim being made to require immediate payment of the balance of any annual *premium*; and
- b. all benefits under this policy will be forfeited from the date the first unpaid instalment was due and *your* policy automatically cancelled if:
  - i. any three consecutive fortnightly instalments remain unpaid; or
  - ii. any two consecutive monthly instalments remain unpaid; or
  - iii. any quarterly or half yearly payments remain unpaid 14 days after the due date of the instalment. Where any instalment is overdue and the policy has not been cancelled, all benefits under this policy will be forfeited from the date the first unpaid instalment was due until the date *we* receive all the overdue instalment *premiums*. Any claim proceeds payable to *you* under this policy will be withheld by *us* until *you* have brought all instalments up to date.

### 9. Joint Insureds

Where this policy is issued in joint names, then this policy is a joint policy. This means that if one of *you* does or fails to do anything so that there is no cover, there will be no cover for any of *you* not just the person responsible.

### 10. Jurisdiction

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

### 11. Modifications

*You* must immediately advise us if *your vehicle* is altered or modified from the manufacturers' standard specifications. This may result in an increase in *premium*, a change in terms or conditions or *us* giving notice of cancellation of cover.

### 12. Other Insurance

This policy does not cover loss or liability where cover is already provided by other insurance. *We* will not contribute towards any claim under any other policy.

### 13. Other Interests

If *your vehicle* is mortgaged or secured by any other financial agreement, *we* may make payment for any loss direct to the interested party. This will meet *our* obligations under this policy.

This policy sets out the standard cover for *your vehicle*. The cover may be varied by one or more of the following clauses being applied. The *schedule* will indicate which clauses if any apply and will note any other variations to the cover.

### Sum Insured Limit

When this clause is noted on the *schedule* against a particular *vehicle*, the maximum amount payable will be the lesser of *market value* or the sum insured shown on the *schedule*.

### Named Driver Warranty

When this clause is noted on the *schedule* against a particular *vehicle*, the amount shown as the unnamed driver excess on the *schedule* will apply as an excess if *your vehicle* is being driven by any person other than those listed on the *schedule*.

### Excluded Driver Warranty

When this clause is noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being driven by those excluded drivers.

### Compulsory Named Driver Warranty

When this clause is noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being driven by any person other than those listed on the *schedule*.

### Excluding Under 25 Year Old Drivers

When this clause is noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being used or driven by any person aged under 25.



Add your policy number then detach the wallet card below for easy access to our 24 hour claims helpline.

claims  
**help 24 hour**

**Policy Number:**

**0800 227 787**

vero 



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VPWCR 03/04