

## 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.

## **15-DAY MONEY BACK GUARANTEE**

If you're 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 <u>contact@protecta.co.nz</u> 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.

## CONTENTS

Click on any of the lines below to go straight to those details in your document.

Welcome	
15-day money back guarantee	1
True statements	
When you need to contact us	
Words with special meanings	2
Types of cover	
Contents	
What your vehicle can be used for	
Who can drive or ride your vehicle?	
What you're insured for if you have Full Cover	3
What you're insured for if you have Storage and Restoration Cover	7
What you're insured for if you have Classic rally car Touring Stage cover	8
What you're insured for if you have Dedicated competition cover	
What you're insured for if you have Trailer Cover	
What you're insured for if you have Spare parts cover	15
If you need to make a claim	
General conditions	
What we won't pay for	
Words with special meanings	21

## 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.

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'RE 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 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 tail lights.

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're 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**

If your vehicle suffers one of the problems listed below, call 0800 776 832, select option one and state that you are a Protecta customer and quote either your policy number or registration number. A maximum of three callouts are provided for in each 12-month cover period. Roadside assistance is provided and controlled by AA Business Vehicle Solutions and is separate from your insurance contract.

**Flat tyre or damaged wheel** - your damaged tyre/wheel will be changed with your serviceable spare. If your spare isn't serviceable, your vehicle will be taken to the nearest repair facility, but this will be at your cost.

Where your vehicle is a motorcycle, your vehicle will be taken to the nearest repair facility able to repair the tyre/wheel, but the repair or replacement will be at your cost. If the repair facility is closed, your motorcycle will be taken into secure storage and then delivered to the repair facility when it is open.

**Flat or faulty battery** – you will be provided with a battery boost and any other practical assistance at the roadside to start your vehicle. If your battery needs to be replaced, this will be at your cost.

**Out of fuel** – you will be provided with free delivery of \$20 worth of liquid fuel but the fuel itself will be at your cost.

**Incorrect fuel** – your vehicle will be taken to the nearest place of repair or safety. Any additional transporting or repair will be at your expense.

Lost keys – either a locksmith will be sent to your location, or your vehicle will be transported to a locksmith or a key will be couriered to you. Any replacement keys provided will be at your expense but may be reimbursed under your Keys & Locks cover.

**Locked out** – if your keys have been accidentally locked in the vehicle, either a locksmith will be sent to your location, or your vehicle will be transported to a locksmith or a key will be couriered to you.

**Breakdown (mechanical or electrical)** – Roadside assistance will attempt to provide emergency repairs at the roadside. If the vehicle cannot be mobilised or it requires parts, your vehicle will be taken to the nearest authorised repairer. A limit of \$125 per recovery applies in metropolitan areas and there is no limit for recovery in rural areas. If you want the vehicle taken to a different authorised repairer, you may be required to pay the additional charges.

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

- unattended vehicles
- unauthorised repairs
- if your vehicle is damaged in an accident
- in a natural disaster area if the vehicle can't be reached
- if special equipment is required
- if your vehicle is not on a legal constructed road (public legal roads)
- vehicles with a gross weight of more than 3500kg
- vehicles that are not roadworthy or are operated in an unsafe manner
- vehicles with no current registration or warrant of fitness
- breakdowns that are covered by other insurance policies

## WHAT YOU'RE 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
- 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 tail lights.

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're 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'RE 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 tail lights.

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're 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**

If your vehicle suffers one of the problems listed below, call 0800 776 832, select option one and state that you are a Protecta customer and quote either your policy number or registration number. A maximum of three callouts are provided for in each 12-month cover period. Roadside assistance is provided and controlled by AA Business Vehicle Solutions and is separate from your insurance contract.

**Flat tyre or damaged wheel** - your damaged tyre/wheel will be changed with your serviceable spare. If your spare isn't serviceable, your vehicle will be taken to the nearest repair facility, but this will be at your cost.

Where your vehicle is a motorcycle, your vehicle will be taken to the nearest repair facility able to repair the tyre/wheel, but the repair or replacement will be at your cost. If the repair facility is closed, your motorcycle will be taken into secure storage and then delivered to the repair facility when it is open.

**Flat or faulty battery** – you will be provided with a battery boost and any other practical assistance at the roadside to start your vehicle. If your battery needs to be replaced, this will be at your cost.

**Out of fuel** – you will be provided with free delivery of \$20 worth of liquid fuel but the fuel itself will be at your cost.

**Incorrect fuel** – your vehicle will be taken to the nearest place of repair or safety. Any additional transporting or repair will be at your expense.

Lost keys – either a locksmith will be sent to your location, or your vehicle will be transported to a locksmith or a key will be couriered to you. Any replacement keys provided will be at your expense but may be reimbursed under your Keys & Locks cover.

**Locked out** – if your keys have been accidentally locked in the vehicle, either a locksmith will be sent to your location, or your vehicle will be transported to a locksmith or a key will be couriered to you.

**Breakdown (mechanical or electrical)** – Roadside assistance will attempt to provide emergency repairs at the roadside. If the vehicle cannot be mobilised or it requires parts, your vehicle will be taken to the nearest authorised repairer. A limit of \$125 per recovery applies in metropolitan areas and there is no limit for recovery in rural areas. If you want the vehicle taken to a different authorised repairer, you may be required to pay the additional charges.

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

- unattended vehicles
- unauthorised repairs
- if your vehicle is damaged in an accident
- in a natural disaster area if the vehicle can't be reached
- if special equipment is required
- if your vehicle is not on a legal constructed road (public legal roads)
- vehicles with a gross weight of more than 3500kg
- vehicles that are not roadworthy or are operated in an unsafe manner
- vehicles with no current registration or warrant of fitness
- breakdowns that are covered by other insurance policies

## WHAT YOU'RE 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 tail lights.

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're 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'RE 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
- 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 tail lights.

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're 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'RE 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
- 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 Protecta on 0800 776 832, or
- email to <u>motorteam@protecta.co.nz</u>

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 Protecta within 30 days, either by email or by posting to PO Box 37-371, 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.

#### 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 Protecta Insurance, PO Box 37-371, Parnell, Auckland 1151 or by email to <u>contact@protecta.co.nz</u>

You can cancel your policy and receive a pro-rata refund at any other time by giving 7 days written notice to Protecta Insurance, PO Box 37-371, Parnell, Auckland 1151 or by email to <u>contact@protecta.co.nz</u>

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.

#### **Privacy Act**

This insurance policy collects personal information about you to enable Protecta to assess your insurance requirements, to decide whether to provide you with insurance cover, and to administer your policy. The information is held by Protecta Insurance, Virginia Surety Company Inc. and the agents of these companies. If you fail to provide the information, your cover may be declined or avoided.

The Privacy Act 2020 gives you the right to access and to request correction of any information held about you. If you wish to do so, please contact Protecta Insurance at 110 Symonds Street Auckland or email to <u>contact@protecta.co.nz</u>

#### **Dispute resolution**

Virginia Surety Company, Inc. is a member of the Insurance and Financial Services Ombudsman (IFSO). If a complaint should arise, please contact Protecta Insurance directly on 0800 776 832, by writing to PO Box 37-371, Parnell, Auckland 1151 or by email at <u>contact@protecta.co.nz</u>. If your complaint is not able to be resolved immediately by the person you are dealing with, Protecta Insurance's internal dispute resolution (IDR) process will be initiated. There is no cost to use this procedure. If your complaint cannot be resolved by Protecta Insurance, the complaint can be referred to the IFSO, 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 Protecta Insurance New Zealand Limited, the Virginia Surety Company, Inc. agent 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 <u>info@ifso.nz</u> or on the web at <u>www.ifso.nz</u>

#### 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 Protecta 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.

### 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, us, our

Means Virginia Surety Company, Inc. (NZ Company No 920 655) the underwriter for this policy. We are part of Assurant, Inc a global provider of risk management solutions. Information on our Financial Strength Rating can be found at <u>https://www.assurant.nz/rating</u>

#### You, your

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

## 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.

Classic\_V2\_28-09-23

Protecta Insurance New Zealand Limited Level 6, 110 Symonds Street, Auckland 1010. PO Box 37-371, Parnell Auckland 1151 P: 0800 776 832 E: <u>contact@protecta.co.nz</u> W: <u>www.protectainsurance.co.nz</u>