



CAR INSURANCE POLICY WORDING



THANK YOU FOR CHOOSING OUR CAR INSURANCE

Find out what your insurance does and doesn't cover

This document explains how the insurance works, your responsibilities, and how to make a claim. Please read it carefully, as it's really important you understand it. While there's a lot of information, if you take time to read it now, you'll know what the insurance covers. Just as important – you'll also know what it doesn't cover.

This Car Insurance Policy document sets out the policy's benefits, what's not covered, and the main terms and conditions of the insurance agreement.

If you are viewing this digitally, I'm interactive. Click the section you'd like in the Table of Contents and go directly there.

Looking for something specific? Search key words by pressing Ctrl + F (PC) or Command + F (Mac) on your computer.

In this document you'll find sections covering:

1. Important stuff about this policy	2
2. Cover types	5
3. What we agree to cover	7
a. Additional policy benefits	8
b. Optional policy benefits.....	12
c. Cover for your legal liability.....	15
4. Policy exclusions	177
5. What happens if you need to claim	21
6. How we'll settle your claim	222
7. Our terms and conditions	233
8. Definitions	255

Important stuff about this policy

Welcome to Ando Car Insurance

Ando Car Insurance is provided by the insurer noted in the **schedule**. The insurer noted in the **schedule** is the only organisation responsible for claims under this cover. Administration of Ando Car Insurance and claims handling services are managed by Ando Insurance Group Limited (Ando) on behalf of the insurer noted on the **schedule**.

The total charge to **you** (after deducting GST and government levies), includes an amount that goes to the insurer, and in the majority of cases a small policy fee goes to Ando. Ando also receives remuneration from the insurer for the services provided when acting as the insurer's agent.

When **you** purchase Ando Car Insurance **you'll** enter into a contract with the insurer noted in the **schedule** on the terms and conditions set out in this policy document.

Our promise to you

In return for **you** having paid or promised to pay the required premium **we** agree to insure **you** as set out in this policy.

Your policy

Your policy with **us** consists of:

- any information provided to **us** by **you** or on **your** behalf including **your** proposal,
- this policy document,
- any endorsements or clauses that **we** apply to **your** policy, and
- the **schedule**.

Reading this policy

You should read this policy document, together with **your schedule** to make sure **you** understand **your** cover and that it meets **your** needs.

There are words in bold that have specific meaning(s) and are explained in the 'Definitions' section at the end of this policy document.

The headings that **we** have used in this policy document are intended to help **you** find **your** way through it more easily. They are not intended to be used for interpreting the contents of the policy document.

Duty of disclosure

When **you** apply for insurance, **you've got** a legal duty of disclosure. This means **you** or anyone applying on **your** behalf must tell **us** everything **you** know (or could be reasonably expected to know) that might affect **our** decision when deciding:

- to accept your insurance, and/or
- the cost or terms of the insurance, including the excess.

In particular, **you** should tell **us** anything which may increase the chance of a claim under this policy, or the amount of a claim under this policy.

You also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** or anyone on **your** behalf breaches this duty of disclosure, **we** may treat this policy as being of no effect and to have never existed.

Please ask **us** if **you** aren't sure whether **you** need to tell **us** about something.

Changes to facts or circumstances during the policy

You must tell **us** of any material change to any of the facts or circumstances existing at the beginning of the **period of insurance**.

If **you** do notify **us** of a change, **we** may alter the premium, the terms of **your** insurance or cancel the insurance with effect from the date on which the change first occurred.

Changing your mind

If **you** change **your** mind **you** can cancel **your** policy within 30 days of it starting provided **you** haven't made a claim.

We'll then cancel the policy from its commencement and refund in full any premium **you've** paid.

Privacy

You agree to Ando Insurance Group Limited collecting, using and disclosing **your** personal information as set out in **our** Privacy Policy. Where **you** provide **us** with personal information about any other person for insurance related purposes, **you** confirm that **you** have the authority of those persons to disclose such information and to authorise Ando to collect, hold, use and disclose the information in accordance with **our** Privacy Policy.

For information about Ando's Privacy Policy, please see www.ando.co.nz/privacy-policy.

Insurance Claims Register

You consent to any personal information **we** hold in connection with any claim that **you** make being transferred to the Insurance Claims Register, a register operated by Insurance Claims Register Limited for use by participant insurers. This information may be accessed by participant insurers for the purpose of managing claims.

For more information, please see www.ando.co.nz/privacy-policy and www.icnz.org.nz/industry/claims-register.

Fair Insurance Code

We're committed to complying with the Fair Insurance Code as published by the Insurance Council of New Zealand. This means **we'll**:

- provide insurance contracts which are understandable and show the legal rights and obligations of both us and you;
- explain the meaning of legal or technical words or phrases;
- explain the special meanings of words or phrases as they apply in the policy;

- manage claims quickly, fairly and transparently;
- clearly explain the reason(s) why a claim has been declined;
- provide you with a written summary of our complaints procedure as soon as disputes arise and advise you how to lodge a complaint and tell you about the Insurance and Financial Services Ombudsman Scheme.

Concern or complaint

We aim to provide a great standard of service in everything **we** do.

If **you** have a concern or complaint, **we** want to hear from **you** so that **we** have the opportunity to make it right. **You** can contact **us** on the details below or refer to **our** website www.ando.co.nz/complaints for information about how to make a complaint and details about **our** complaints and dispute resolution process.

p 09 377 1432
e complaints@ando.co.nz

Cover types

Types of cover options

Full cover

If **your schedule** shows: 'Type of Cover – Full cover' then **you're**:

- fully covered under the section 'What we agree to cover'.

Third party, fire and theft

If **your schedule** shows: 'Type of cover – Third party, fire and theft' then **you**:

- have limited cover under the section 'What we agree to cover', only covering accidental loss to the **car** caused by:
 - fire, or
 - theft or attempted theft, unlawful conversion, or
 - earthquake, volcanic eruption, hydrothermal activity or tsunami, and
- are fully covered under 'Additional policy benefits – Children's car seats'
- are fully covered under 'Additional policy benefits – Emergency costs'
- are fully covered under 'Additional policy benefits – Methamphetamine cover'
- are fully covered under 'Additional policy benefits – Protection against uninsured drivers'
- are fully covered under 'Additional policy benefits – Vehicle servicing, emergency and 'Dial-a-Driver' use'
- are fully covered under 'Cover for your legal liability'.

Third party only

- If **your schedule** shows: 'Type of cover – Third party only' then **you**:
- have no cover under the section 'What we agree to cover', with the exception being:
 - fully covered under 'Additional policy benefits – Protection against uninsured drivers'
 - fully covered under 'Additional policy benefits – Vehicle servicing, emergency and 'Dial-a-Driver' use'
- are fully covered under 'Cover for your legal liability'.

Summary of cover types available and their benefits

<u>Types of cover</u>	<u>Comprehensive</u>	<u>Third party, fire and theft</u>	<u>Third party only</u>
Accidental loss	✓	✓* *Resulting from fire, theft or attempted theft, or natural disaster	✗
Accidental death and permanent disablement	✓	✗	✗
Children's car seats	✓	✓	✗
Emergency costs	✓	✓	✗
Excess protection	✓	✗	✗
Keys and locks	✓	✗	✗
Legal liability	✓	✓	✓
Medical expenses	✓	✗	✗
Methamphetamine contamination	✓	✓	✗
Protection against uninsured drivers	✓	✓	✓
Replacement car cover	✓	✗	✗
Road clearance costs	✓	✗	✗
Temporary accommodation	✓	✗	✗
Trailers	✓	✗	✗
Trauma cover	✓	✗	✗
Vehicle servicing, emergency and 'Dial-a-Driver' use	✓	✓	✓

<u>Optional policy benefits available</u>	<u>Comprehensive</u>	<u>Third party, fire and theft</u>	<u>Third party only</u>
Ando roadside assistance	✓	✗	✗
Rental car	✓	✗	✗
Windscreens and windows	✓	✓	✗

What we agree to cover

This policy provides insurance for the **car**, plus a number of extra benefits.

In the section, **we** explain what is covered by the policy. This section sets out **our**:

- main insuring promise;
- the maximum **we'll** pay;
- additional policy benefits; and
- optional policy benefits.

The additional policy benefits are included in **your** cover unless noted otherwise in the **schedule**. The optional benefit is not included in **your** cover unless specifically noted in the **schedule**.

In the section, 'What we won't cover' **we** set out some of the things that **we** don't cover under this policy.

You should read all sections to get a full picture of what is covered by this policy, what **your** obligations are and what **we'll** pay.

Main insuring promise

We'll cover **you** for **accidental loss** to the **car** that happens during the **period of insurance** in New Zealand, including in transit between places anywhere in New Zealand, while being **used** in accordance with the **car use** set out below and subject to the terms of this policy.

We'll cover **you** in the way that is explained in the 'What happens if you need to claim' section of this policy.

The maximum we'll pay

Unless this policy specifically states otherwise in another section, the most **we'll** pay **you** in total for any **event** is the **agreed value** that is shown on the **schedule**, plus the amount of any applicable additional policy benefits outlined below that apply in addition to the **agreed value**.

Insured car use

We'll cover **you** when the **car** is being **used**:

- for private, domestic, social or pleasure purposes,
- community work including religious workers and social welfare workers, or
- in connection with a business, profession or occupation, however not if the person **using** the **car** is doing so in their capacity as one of the following:
 - salesperson, commission agent, service person or commercial traveller, or
 - insurance representative, insurance agent or insurance broker, or
 - land or real estate agent, or
 - mortgage broker or mobile mortgage manager, or
 - stock or station agent, or
 - courier driver, delivery person, Uber and other Rideshare arrangements or taxi driver, or

- member of a motor trade.

We won't cover **you** when the **car** is being **used**:

- to carry fare-paying passengers (except when car-pooling or car sharing) or for hire, or
- to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
- to practice for or take part in any race, rally, pace-making, reliability trial or speed test, vehicle training or race track driver training day, or
- on any race track.

Additional policy benefits

The additional policy benefits are subject to the terms and conditions of the policy.

Accidental death and permanent disablement

We'll pay to **you** the amounts set out below if:

- **you're injured** because of a **loss** covered by this policy, and
- the **injury** happened while **you** were driving the **car** or were a passenger in the car, and
- any of, or a combination of the below events happens within six months from the date of the **accident** and as a consequence of the **injury**.

The amounts payable are:

- \$10,000 in the event of death, or
- \$2,500 in the event of permanent total loss of sight of an eye, or
- \$2,500 in the event of permanent total loss of use of a hand, or
- \$2,500 in the event of permanent total loss of use of a foot.

The most **we'll** pay for all **injury** or death resulting from the same **accident** to all claimants is \$10,000 in total. **We** won't pay any benefit for **your** death or **injury** where **you** intended suicide or any self-inflicted **injury**.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Children's car seats

You're covered for **accidental loss** to any child car seat or restraint that **you** own while it is fitted to **your car**.

The most **we'll** pay is the replacement value up to \$1,000.

We won't pay if the car seat or restraint is covered by any other insurance policy.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Electronic or computer hardware and systems

Where any electrical or electronic hardware component or system (excluding **electronic data**) of the **car** has suffered a **loss** covered by this policy, **we** will pay for the necessary and reasonable costs of restoring, re-setting or re-programming:

- software, programs and other coded instructions to restore manufacturer's settings, and
- where work is required on any hardware component or system as part of repairing **loss** to other parts of the **car**

We will not pay any cost or expenses incurred for any data stored on any hardware component or system (this includes data affected as part of any repair to the **car**). If the electrical or electronic hardware or system is a key or a lock, the most **we** will pay is \$3,000 as per the 'Keys and Locks' automatic additional benefit.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Emergency costs

If **we've** accepted **your** claim under this policy, **we'll** pay the reasonable costs for any of the following:

- moving the **car** to the nearest repairer or place of safety,
- storage of the **car**,
- emergency repairs which are essential to get the **car** to **your** destination or a repairer,
- if the **car** can't be driven, transporting **you** and **your** passengers to your home,
- returning the **car** to **your** home following its repair, or if it was stolen, following its recovery.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Excess protection

You won't have to pay an **excess** if an identifiable driver of another vehicle causes **loss** that's covered by this policy, if **you**:

- give **us** enough information to prove the driver of the other vehicle was completely at fault, and
- give **us** the correct registration number of the other vehicle and information to identify the other driver (such as name and address or licence details), and
- give **us** the help required to recover the **loss** from the driver of the other vehicle, or from its owner.

Fuel contamination

We will cover **you** for **accidental loss** or damage to the **car** caused by the incorrect fuel type or emission control fluid being used, including but not limited to:

- diesel in a petrol engine, or
- petrol in a diesel engine, or
- fuel in the emission control fluid, such as AdBlue.

We will not cover **you** for **loss** or damage to **your vehicle** while being used with the correct fuel or emission control fluid type which is contaminated.

The most **we** will pay for any one **loss** during the **period of insurance** is \$10,000.

An **excess** of \$500 applies.

This additional policy benefit is included within the **agreed value** shown on **your schedule**.

Keys and locks

We'll cover **you** for the cost of replacing the keys and locks for the **car** following theft, **loss** or the unauthorised duplication of **your** keys during the **period of insurance**.

The most **we'll** pay is \$3,000 for any one **loss**. An **excess** of \$100 applies to each claim.

If **you've** got another policy with **us** which also covers these costs, the most **we'll** pay **you** is \$3,000 in total under the policies for any one event.

This additional policy benefit is included within the **agreed value** shown on **your schedule**.

Medical expenses

We'll cover **you** for reasonable medical, surgical, dental and nursing treatment costs (including x-rays) incurred because of an **injury** that **you** suffer as a result of an **accident** covered by this policy.

We'll only pay **you** costs **you've** got to pay which aren't covered by the Accident Compensation scheme, or any other insurance policy **you** have.

We won't cover **you** for any costs that arise from any self-inflicted **injury**

The most **we'll** pay for any **accident** during the **period of insurance** is \$1,500.

The **excess** doesn't apply to this additional policy benefit.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Methamphetamine contamination

You're covered for **contamination damage** to the **car** provided that it occurs in connection with the theft or illegal conversion of the **car** during the **period of insurance**.

You aren't covered for any **contamination damage** that occurs as a result of **you** or any member of **your family**.

Where there's cover under this benefit **we'll** either:

- arrange to remediate the **contamination damage**, or
- pay **you** the reasonable costs to **remediate** the **contamination damage** as estimated by **us**.

The most **we'll** pay is the **sum insured** shown on **your schedule**.

This additional policy benefit is included within the **agreed value** shown on **your schedule**.

Protection against uninsured drivers

If **your schedule** shows that **you've got** 'Third party, fire and theft cover' or 'Third party only cover', then this policy is extended to cover **accidental loss** to the **car** during the **period of insurance** caused by an uninsured driver of another car.

We'll, if **we** consider the **car** is economic to repair and at **our** option:

- arrange to repair the **car** to substantially the same condition as it was before the **loss** occurred, or
- pay **you** the cost of repairs as estimated by an assessor appointed by **us**, or
- if **we** consider the **car** is uneconomic to repair, pay **you** its **market value**,

provided **you**:

- give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
- give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver, and
- give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

The most **we'll** pay for any one **accident** is \$4,000, and the **excess** doesn't apply to this additional policy benefit.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Replacement car cover

If **you** purchase a replacement car for **your** current **car**, or an additional car, **we'll** cover the replacement car or additional car on the same terms that apply to the **car**, provided:

- **you** tell **us** within 30 days of the purchase date of the replacement car, and
- **you** pay any extra premium which **we** may require, and
- the replacement or additional **car's** purchase price or value (whichever is the lesser) doesn't exceed \$100,000.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Road clearance costs

We'll pay reasonable costs incurred for removing debris from any road or parking area following a **loss** covered by this policy.

The limits contained in this additional policy benefit are in addition to the **agreed value**.

Temporary accommodation

We'll also pay the reasonable costs of temporary accommodation for **you** and **your** passengers if the **car** can't be driven and **you're** unable to return to the place **you're** currently living or staying.

Any costs payable under this additional policy benefit are in addition to the **agreed value**.

Trailers

We'll cover **you** for **accidental loss** to a **trailer** owned, hired or leased by **you**. There's no cover for:

- caravans or boat, horse or camper **trailers**,
- the contents of any trailer,
- **trailers** which are insured by another policy,
- **trailers** which can't be drawn by the **car**, or
- a **trailer** which is being towed by the **car** in circumstances where **you** don't meet the terms of this policy.

We'll pay up to \$2,500 for any one **accident**.

An **excess** of \$100 applies to each claim under this additional policy benefit.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Trauma cover

We'll pay the reasonable costs of professional counselling services for **you** or **your family** and other passengers in the **car** because of an **injury** following an **accident** covered by this policy.

The most **we'll** pay is \$2,500 for any **accident**.

We won't cover **you** for any costs that arise from any self-inflicted **injury**.

This additional policy benefit is in addition to the **agreed value** shown on **your schedule**.

Valet costs

If the **car** is broken into and **loss** only occurs to the interior of the **car** during the **period of insurance** **we'll** pay the cost to clean and valet the **car**, provided **you** don't claim under any other part of this **car** policy.

The most **we'll** pay is \$750. The **excess** doesn't apply to this additional policy benefit.

This additional policy benefit is included within the **agreed value** shown on **your schedule**.

Vehicle servicing, emergency and 'Dial-a-Driver' use

If **your schedule** shows that only authorised drivers are covered and/or under 25 year old drivers are excluded, then those restrictions on the cover will not apply when the **car** is being driven:

- by a member of the motor trade who's professionally engaged in the overhaul, upkeep, or repair of the **car**,
- by a 'Dial-a-Driver', or
- by anyone to a medical facility in the event of a medical emergency.

This additional policy benefit is included within the **agreed value** shown on **your schedule**.

Optional policy benefits

The following optional policy benefits may be added to **your** policy for an additional premium.

If **you** have selected an optional policy benefit and paid the extra premium it will be shown on the **schedule**.

The optional policy benefits are subject to the policy's terms, conditions and exclusions.

Roadside assistance

We'll provide a breakdown service for the **car** during the **period of insurance** which will:

- fit the **car's** spare tyre if it's got a flat tyre,
- access the **car** if the **car** keys are locked inside,
- provide 5-litres of fuel if the **car** is out of fuel,
- get the **car** started if it's got a flat battery,
- arrange to tow the **car** to the nearest licensed mechanic or place of safety if the **car** is immobilised or not safe to drive.

Our breakdown service provides six call outs for any registered vehicle during the **period of insurance**. Extra call outs can be made however, all extra callouts are charged in line with the provider's standard rate. This further assistance is solely at **your** expense.

The **excess** doesn't apply to this breakdown service.

What you're not covered for

The breakdown service provided won't assist where the **car**:

- has been left unattended, or
- is deemed inaccessible, or isn't within easy access of a public road that's negotiable by a two-wheel drive vehicle, or
- can't be accessed due to extreme conditions such as snow, ice, flooding, road slips or similar conditions, or
- was being **used** for competitions, racing or off-road activity, or
- was involved in an **accident** or collision, or
- was being misused, or was towing a weight greater than the manufacturers specifications, or
- has broken down as a result of faulty workmanship, unauthorised repairs, or by the fitting of **accessories** which are aftermarket, or faults or defects connected with manufacturer recall, or
- has been subject to excessive call-outs for reoccurring breakdowns including, but not limited to; driver error, failure to rectify faults, or, excessive fuel service claims, or
- is outside New Zealand, or
- isn't in a roadworthy condition displaying a Warrant of Fitness.

Rental car

We'll cover **you** for the hire cost of a rental car on the terms set out below while the **car** is:

- being repaired, or
- not able to be driven until it's repaired, or
- stolen and not recovered,

after a **loss** that's covered by this policy providing:

- **we** arrange the rental car using **our** approved supplier, and
- **you** pay for all running costs, and
- the rental car is a passenger vehicle not exceeding 1800cc.

We'll contribute towards the reasonable costs of a rental car, up to a maximum of 14-days. If **we're** unable to arrange a rental car, **we'll** pay **you** \$60 per day, up to a maximum of 14-days or until the **car** is repaired, whichever comes first.

What you aren't covered for

You aren't covered if **your loss** is only for **accidental damage** to windscreens, windows, sunroofs or driving lights.

This 'Rental car' optional policy benefit cover is only for the hire costs of the rental car. This policy doesn't insure the rental car while it's being **used**.

Windscreens and windows

If **your** claim is only for **accidental loss** to:

- windscreens,
- windows,
- sunroof,
- factory fitted headlights,
- headlight protectors,
- fog lights,
- driving lights, or
- taillights,

you won't have to pay an **excess**.

We won't cover the replacement of anything attached to the windscreen or window glass **excess** free, **you'll** need to pay **your excess** for claims involving these.

We won't cover any damage, wear, tear or deterioration to the **car** that must be repaired to enable glass to be fitted.

This optional policy benefit is included within the **agreed value** shown on **your schedule**.

Cover for your legal liability

You are covered for:

- **accidental loss** to anyone else's property (including loss of use of that property), or
- **accidental** death or **injury** to any person, occurring during the **period of insurance**.

caused by **your use** of the **car** in New Zealand (including transit between places in New Zealand) while it is being **used** in a manner covered by the 'What we agree to cover' section of this policy.

Criminal defence costs

We'll pay reasonable legal costs **you** incur:

- defending a charge of manslaughter, or dangerous driving causing death or careless driving causing death, or
- representing **you** at any inquiry or coroner's inquest in connection with a death, which results from:
 - your use of the car, or
 - any member of **your family's use** of the **car** with **your** permission, or
 - **your use** of any vehicle that **you** don't own and aren't purchasing during the **period of insurance**.

The most **we'll** pay for any one **accident** is \$10,000. **You** won't pay an **excess**, and this amount is in addition to the limits outlined in 'What we'll pay'.

Permitted users

We'll extend the cover for **your** legal liability including legal liability to pay **reparation**, to cover any other person who causes **accidental loss** or **injury** or who commits an offence while using the **car**, provided:

- that person had **your** permission to **use** the **car**, and
- that person doesn't have cover under any other insurance, and
- that person meets all the terms of this policy that **you** must meet.

Reparation

We'll cover **you** for **your** legal liability to pay **reparation** to a person who has suffered **accidental loss** of property or **injury** resulting from **you** committing an offence during the **period of insurance** in connection with **your use** of the **car** in New Zealand (including transit between places in New Zealand) while being **used** in accordance with the insured **car use** set out the 'What we agree to cover' section of this policy, subject to the terms of this policy, providing:

- **you** or any other person entitled to cover under this benefit must tell **us** immediately if **you** or they're charged with the offence, and
- **we** must give **our** written approval before any offer of **reparation** is made.

We don't cover **you** under **reparation** for any defence costs, court costs, levies or costs awarded for any offence.

Use of other cars

We'll extend cover for **your** legal liability for **accidental loss** or **injury**, including legal liability to pay **reparation**, while **you're using** any other car that isn't owned by **you**, provided:

- **you've** the owner's permission to **use** it, and
- the liability isn't covered by any other insurance, and
- **your use** of the other car complies with the terms of this policy.

Vicarious liability

We'll extend this policy to include cover for **your** employer's vicarious liability including while the **car** is being **used** for the business of **your** employer by **you** or any other employee who has **your** permission, providing:

- the employer isn't entitled to cover under any other insurance, and
- the person **using** the **car** meets all the terms of this policy that **you** must meet, and
- the **use** of the **car** meets all the terms of this policy that **you** must meet.

What you're not covered for

We don't cover **you** under 'Cover for your legal liability' for:

- **loss** to any property owned by **you** or anyone covered by this policy, or
- **loss** to any property in **your** care or in the care of anyone covered by this policy, other than:
 - a disabled vehicle being towed without charge by the **car**, or
 - clothing, personal effects and luggage being carried by and belonging to any passenger in the **car**, or
 - property being carried by or loaded into or unloaded from the **car** or a **trailer** attached to the **car**.
- **loss** or liability arising out of a contract or agreement unless **you'd** have been liable even without such contract or agreement, or
- any fine or penalty, or any punitive or exemplary damages, or
- legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any regulations, rules or by-laws made under any Act of Parliament, except as expressly provided otherwise in the sections 'Cover for your legal liability'.

What we'll pay

The most that **we'll** pay is:

- \$20,000,000 in respect of property damage for any **accident**;
- \$1,000,000 for **injury** for any **accident**.

Provided that the most **we'll** pay in total for any one **accident** is \$20,000,000 for both property damage and **injury** combined.

Policy exclusions

These exclusions apply to all sections of this policy, including the cover provided in the additional policy benefits and the optional policy benefits, unless this policy expressly states otherwise.

Accident compensation payments

We won't cover **you** for any amounts that are covered under the Accident Compensation Act 2001 (or any subsequent legislation or amendments) (the Act), or would be covered under the Act but for:

- a failure by the victim to correctly notify a claim to the Accident Compensation Corporation, or
- a failure by the victim to notify within the time required under the Act, or
- the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Alcohol, drugs, and other intoxicating substances

We won't cover **you** under this policy if the person **using** the **car**:

- was under the influence of alcohol, drugs, or any other intoxicating substance, or
- has a breath alcohol or blood alcohol concentration which exceeds the legal limit, or
- refuses to undergo a breath or blood test after an **accident**, when they must legally do so, or
- has left the scene of an accident or failed to stop, where it's an offence to do so.

This exclusion doesn't apply if the driver of the **car** stole or converted it, as long as **you** lay a complaint with the police.

Breakdown

We won't cover **you** for **loss** or cost directly or indirectly caused by, arising from or any mechanical or electrical fault or failure in the **car**.

This exclusion doesn't apply to the 'Ando roadside assist' optional policy benefit, or to **loss** caused by collision, fire or theft which indirectly results from the breakdown of the **car** or the mechanical or electrical fault or failure in the **car**.

Certain drivers

We won't cover **you** under this policy if the **car** was being **used** by any person who:

- wasn't driving within the terms of their licence; or
 - wasn't legally licensed to drive in New Zealand; or
 - had been advised, directed, or instructed not to drive by a medical or other professional person;
- at the time of the occurrence which gives rise to **your** claim on the policy.

This exclusion doesn't apply if the driver of the **car** stole or converted it, as long as **you** lay a complaint with the police.

Civil Defence announcement

We won't cover **you** for any **loss** caused by a **natural disaster** when there has been an official announcement of a **natural disaster** warning by Civil Defence, the National Emergency Management Agency or any other Government department and where your request to bind cover, or amend existing cover, is made after the announcement and/or before the warning has been lifted.

Confiscation

We won't cover **you** for any **loss**, costs or liability connected in any way with the **car**:

- being confiscated or seized by anyone with a financial interest in the **car**, or
- being confiscated, seized, acquired, designated, damaged or destroyed by government or local authorities.

Consequential loss

We won't cover **you** for **consequential loss** of any kind.

Electronic data

We won't cover **you** for **loss**, cost, or liability, directly or indirectly caused by, arising from or involving interference with, or **loss** of, or to, computer software or **electronic data**. This includes loss of use, reduced functionality or any other associated **loss**, cost, liability, or expense connected with the **electronic data**.

This exclusion doesn't apply to **loss** of or damage to other property which is insured under the policy that results from **loss** or damage to **electronic data**, and which isn't otherwise excluded.

Excess

We won't cover you for your excess on this or any other policy.

If a single event causes **loss** to property or items insured by **you** with **us** under other policies only one **excess** will apply. The highest **excess** will be applied.

Existing damage

We won't cover **you** under this policy for:

- any damage to the **car** which was present at the beginning of the **period of insurance**; or
- any damage or item we have previously paid a claim for and **you** have not yet repaired or replaced the item.

Intentional damage

We won't cover **you** for any **loss**, cost or liability, directly or indirectly caused by, arising from, or connected with intentional, deliberate, malicious or criminal acts or omissions by **you**.

Loss caused by storm, flood or landslip within the first 48 hours

We won't cover **you** for **loss** caused by a storm, flood or landslip which occurs within the first 48 hours of **your** policy commencing.

This exclusion won't apply if the policy starts immediately after another policy that insured the same **car** against the perils of storm, flood and landslip or if this policy was taken out at the time **you** took possession of the **car**.

Modified vehicle

We won't cover **you** if the **car** has been **modified**, unless details of all the **modifications** have been given to **us** and **we've** agreed in writing to continue cover.

Nuclear

We won't cover **you** for any **loss**, cost or liability caused by, arising from or connected with:

- ionising radiation, or
- contamination by radioactivity, or
- any nuclear waste, or
- from the combustion or fission of nuclear fuel or nuclear weapons material.

Pollution or contamination

We won't cover **you** for any **loss**, cost or liability, directly or indirectly caused by, arising from, or involving, any seepage, pollution or contamination, including the use, consumption, storage or manufacture of illegal drugs other than the cover provided under the additional policy benefit 'Methamphetamine contamination'. This exclusion applies to the cost of removing, nullifying or cleaning up the seepage, pollution or contamination unless the seepage, pollution or contamination is caused by a sudden and accidental **event** that occurs during the **period of insurance**.

Recklessness

We won't cover **you** for any **loss**, cost, liability, or damage caused by, arising from, or connected with recklessness or grossly irresponsible behaviour by **you**.

Self-inflicted injury

We won't cover **you** for any **loss**, cost or liability which arises from any (attempted or actual) suicide or self-inflicted **injury**.

Terrorism

We won't cover **you** for any **loss**, liability, death, prosecution, or expense of any type connected in any way with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Tyre damage

We won't cover **you** for **loss** to tyres caused by application of brakes or by punctures, cuts or bursts, however **we'll** pay for damage to tyres caused by malicious damage or when arising from an **accident** covered under the section 'What we agree to cover'.

Unsafe or unroadworthy

We won't cover **you** if the **car** is being **used** in an unsafe or unroadworthy condition, and:

- the condition of the **car** contributed to the **accident**, and
- the driver should have been aware of that condition and that the condition could result in the **accident**.

Under 25 drivers

We won't provide cover under this policy where **you** have chosen to exclude under 25 year old drivers, and the driver of the **car** is under 25 years old.

This exclusion doesn't apply where:

- the under 25 year old driver is a named driver shown on **your schedule**, or
- **you** didn't give the person in control of the vehicle permission to **use** the **car**, and
- **you** lay a complaint with the Police.

Unlawful substances

We won't cover **you** for any **loss**, damage, expense, or liability connected in anyway with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975 (or any amended or substituted legislation) other than the cover provided under the additional policy benefit 'Methamphetamine Contamination'.

War

We won't cover **you** for any **loss**, cost or liability of any type directly or indirectly incurred in connection with war, invasion, hostilities or war like operations (whether war is declared or not), rebellion, or revolution.

Wear, tear or depreciation and loss of use

We won't cover **you** for any **loss** caused by, arising from, or involving, gradual deterioration or depreciation of the **car** including wear and tear, rust, corrosion, climatic or atmospheric conditions or loss of **use**.

What happens if you need to claim

When **you** need to make a claim, **we'll** be here to help. However, there are some things that **you** must do.

What you must do

Immediately after an **accident** occurs, **you** must:

- take all reasonable steps to protect **yourself** and **car** or other insured property;
- take all reasonable steps to prevent further **loss**;
- notify the police as soon as possible if **you** think the **loss** was caused by a criminal act or if required by law or if required by this policy;
- keep any damaged property and allow **us** to inspect the **car** or other insured property;
- provide all reasonable assistance and co-operate with **us** and **our** assessors, investigators, lawyers, or anyone else **we** appoint; and
- give **us** any information **we** ask for or help which we reasonably request.

If **you** become aware of a claim or a circumstance that could give rise to a claim against **you** which is or may be covered under this policy, **you** must:

- immediately tell **us**;
- as soon as possible, send **us** everything **you** receive from anyone about the claim or possible claim against **you**;
- not admit liability without **our** consent;
- not incur any expense without **our** consent;
- not negotiate with the claimant or make payment to the claimant or make any agreement in relation to any claim.

If **you** make a claim on this policy, **you** must be honest and truthful.

If **your** claim is dishonest or fraudulent in any way, **we** may:

- decline **your** whole claim or part of it, and/or
- recover anything that **we've** already paid **you** in respect of **your** claim or the **accident**, and/or
- declare that this policy and any other policy **you've** got with **us**, to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

If **you** make a claim under 'Cover for your legal liability':

- **we** shall be entitled to take over the defence, or settlement of any claim, and
- **we** may pay, if **we** choose, the full amount under this section of this policy or any lesser amount for which the liability can be settled, plus defence costs incurred. If **we** do so, this will meet all **our** obligations under this section of the policy.

How we'll settle your claim

Repairable

If in **our** opinion the **car** is economic to repair, **we've** the option to:

- arrange for the **car** to be repaired as near as possible to the condition it was in before the **loss** happened, using parts and practice appropriate in the New Zealand repair industry, or
- pay **you** the cost of repairs as estimated by **our** assessor.

Parts unavailable in New Zealand

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

- the manufacturer's last known list price in New Zealand, or
- the price of the part's closest New Zealand equivalent, or
- the cost of having a new part made in New Zealand.

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

Repair guarantee

All repairs to the **car** that are done through **our** approved repairer network are quality guaranteed while **you** own the **car** and insure it with **us**.

Not repairable

If in **our** opinion the **car** is uneconomic to repair, **we'll**:

- pay **you** the **agreed value**, if the **car** was in a well-maintained and roadworthy condition when the **loss** happened, or
- pay **you** the **market value** up to the agreed value, if the **car** wasn't in a well-maintained and roadworthy condition when the **loss** happened, or
- replace the **car** with a new **car**, if:
 - the **loss** happened within 18 months of **you** buying the **car** new, and
 - the same model and specification is available in New Zealand.

Total loss

- the **car**, including all **modifications** and **accessories** becomes **our** property. This includes if it's recovered after it's been stolen,
- the total premium for the entire **period of insurance** must be paid in full before the claim is settled,
- this policy ends. **You** aren't entitled to any refund of premium. If **you're** paying **your** premium by instalment then **you** must pay all unpaid instalments, or any unpaid instalments shall be deducted from any settlement payment.

Our terms and conditions

Assignment

You must not assign or attempt to assign:

- this policy or **your** interest in this policy to anybody else; or
- any claim or claim proceeds under this policy;

without **our** prior written consent.

If **you** don't obtain **our** prior written consent, any transfer is invalid at law.

Breach of any condition

If **you**, or any other person or entity **we** cover under this policy, or anyone acting on **your** behalf, breaches any of the terms, conditions, and other requirements of this policy, **we** may not pay **your** claim either in whole or in part.

This does not affect any of **our** other rights, including the right to avoid the policy for non-disclosure or, where **your** claim is dishonest or fraudulent, to declare that this policy and any other policy **you** have with **us** are of no effect from the date of the dishonest or fraudulent act.

Cancellation

You may cancel **your** policy with **us** at any time unless **you've** made a claim for a total **loss**. If **you** cancel **your** policy then **we'll** refund any unused premium that **you've** paid unless **you've** paid **your** premium by instalment.

We may cancel **your** policy with **us**:

- if **you** haven't paid the premium or a premium instalment within 28 days of the due date. Cancellation will take effect from the first day of the period to which the unpaid premium relates; or,
- for any other reason, by advising **you** by letter or email to **your** last known address or by advising **your** broker in writing. Cancellation will take effect on the 30th day after the date of **our** email or letter to **you** or **our** advice to **your** broker. **We'll** refund any unused premium **you've** paid.

Change of terms

We may change the terms of this policy by advising **you** (or **your** broker) by letter, or email to **your** last known address. The changes will take effect on the 30th day after the date of **our** email or letter.

Claims by people who aren't the named insured(s)

If a person who isn't a named insured in the **schedule** has a claim which is covered by this policy, they must authorise **you** to be their agent in respect of the claim. **We'll** deal with **you** in respect of their claim and any payment **we** make to **you** will be effective as if it was payment to them.

We won't be obligated to consider or settle a claim brought directly by a person who isn't a named insured in the **schedule**.

Costs incurred by you

If **you're** entitled under this policy to claim for any costs incurred by **you** then:

- **you** must obtain **our** consent before incurring the costs; and

- **we'll** only cover **you** for the reasonable amount of any costs incurred.

Currency and Goods and Services Tax (GST)

All amounts referred to in **your** policy are expressed in New Zealand dollars. **We'll** will pay all claims in New Zealand dollars.

The **agreed value** referred to in **your** policy and the **schedule** is exclusive of any Goods and Services Tax. All other amounts (including all benefit limits and **excesses**) are inclusive of Goods and Services Tax.

Double insurance

You must immediately tell **us** if **you** insure the **car** or anything that's insured under this policy with someone else.

We won't cover **you** under this policy for any **loss**, costs or liability that's also covered under any other policy with a different insurer to the extent of **your** cover under that other policy.

Events

Any series of sudden and unforeseen **accidental** events arising from one source or original cause shall be treated in this policy as if it was a single **accident**.

Governing law

This insurance contract is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction in respect of this policy.

Interested parties

If **you** tell **us** that **you'd** like a party who has a financial interest in the **car**, such as a bank or finance company, to be noted as an interested party then **we** may partially or fully settle a claim by making payment to the interested party. This payment will either go towards meeting or completely fulfilling **our** obligations under this policy.

The interested party isn't covered by this policy and doesn't have any right to make a claim under this policy.

You authorise **us** to disclose any of **your** personal information to the interested party.

Joint insured(s)

If the **schedule** shows multiple insureds, or the insured is a trust, or the policy otherwise covers multiple people, then all insureds and people covered are jointly insured. The joint insureds are deemed to act with the express authority of each other. This means, for example, that if one person breaches the policy or cancels the policy or settles a claim, it will affect all other joint insureds.

Reasonable care

You must always take reasonable care to avoid circumstances that could result in a claim.

Your excess

The **excess** is the amount **you** must pay for each individual event when **you** make a claim. The amount of the **excess** is shown on the **schedule**.

We won't require you to pay an **excess** if the **schedule** shows that **you** have selected the 'Windscreen and windows' optional policy benefit and **your** claim is solely for **accidental loss** under this benefit.

Definitions

Accessory and accessories

Means any fitted entertainment, communications and navigation systems, radar detectors, child restraints/seats, tools and breakdown equipment permanently kept in the **car**, purchased by **you** to repair the **car**, car seat covers, first aid kit, torch, fire extinguisher, maps, roof racks and other equipment (not otherwise defined) permanently fitted to the **car**.

Accident and accidental

Means an event causing **loss** which is unexpected and unintended by **you**.

Act of terrorism

Means an act by any person, group of people, organisation or government, including but not limited to the use or threatened use of force or violence, which is committed with the probable intention to:

- influence any government; or
- put fear into the public or any section of the public;

and which by its nature or context is probably done for, or in connection with any:

- political;
- religious;
- ideological;
- ethnic;

purpose or reason or similar purpose or reason.

Agreed value

Means the amount for which **we've** agreed to insure the **car**. It's shown on the **schedule** and includes the value of any **modifications** and **accessories** and includes reasonable depreciation every renewal.

Car

Means the vehicle described in the **schedule**, including any:

- standard manufacturer's equipment and options,
- any **accessories** whilst in or on the car,
- any **accessories** that aren't fitted to the car and that are stored at home,
- any **modifications** that **we've** agreed to in writing.

The car doesn't include:

- **modifications we** haven't agreed to cover, or
- personal effects and household contents (such as CDs, clothes, sporting or recreational equipment, detachable GPS systems, eyewear or cell phones) in the car.

Consequential loss

Means any intangible **loss**, loss of use or enjoyment, loss of value and any additional cost, liability or damage that's a consequence of the **loss**, costs, liability or damage which is directly covered under this policy.

Contamination damage

Means chemical contamination from methamphetamine which exceeds the recommended levels for indoor surface contamination stipulated in Methamphetamine Testing and Remediation Standard NZS 8510 (or any amendments or substituted legislation).

Electronic data

Means facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

Excess

An excess is the amount **you** must pay for each **event** when **you** make a claim.

Means the amount in respect of the claim **you** must pay shown in either the **schedule** or specified in the policy wording.

Injury

Means bodily injury, death, illness, disability, disease, fright, shock, mental anguish or mental injury to another person.

Insurance Claims Register (ICR)

Is an electronic register that holds a central record of claims lodged with participating insurance companies like **us**. These companies can access the claims history of a customer for the specific purpose of checking for fraud.

Loss

Means physical **loss** or physical damage.

Market value

Means the reasonable value of the **car** immediately before the **loss** as determined by an independent registered motor vehicle valuer.

Modification(s)

Means any change to the **car** that's different to the manufacturer's original specification. These include but aren't limited to:

- aftermarket wheels,
- performance enhancements, structural changes,
- a non-standard exhaust,
- custom paint or cosmetic upgrades,
- steering, suspension changes or body-kits.

Natural disaster

Means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the **NHI Act**. It does not include any gradual or slow-moving slips or any imminent damage as set out in Section 24 of the **NHI Act**.

NHI Act

Means the Natural Hazards Insurance Act 2023 (or any amendments or substituted legislation).

Period of insurance

Means the period of insurance shown on the schedule.

Schedule

Means the current policy schedule and any endorsements made to that schedule.

Remediate

Means to reduce the chemical contamination from methamphetamine to within the recommended levels for indoor surface contamination stipulated in Methamphetamine Testing and Remediation Standard NZS 8510 (or any amendments or substituted legislation).

Reparation

Means an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002 (or any amendments or substituted legislation).

Trailer

Means any general use trailer:

- **you** own or is in **your** care, and
- isn't covered by any other insurance.

Use or used

Means driving, parking, garaging or storage of the **car** or **trailer**.

We, us, our

Means Ando Insurance Group Limited on behalf of the underwriter(s) noted in the **schedule**.

You, your

Means the person(s) or entity named in the **schedule** as the Insured and includes that person's husband, wife, partner and/or person with whom you're living in the nature of marriage, as defined in the Property (Relationships) Act 1976 or the Civil Union Act 2004 (or any amendments or substituted legislation).

Your family

Means any family member who lives with **you** permanently, and includes:

- **your** husband, wife, partner and/or any person with whom **you're** living in the nature of marriage;
- **your** child and children;

- a student attending a school, university or polytechnic and living away from home while attending the school, university or polytechnic.

Version: ANDO SF CAR 1024