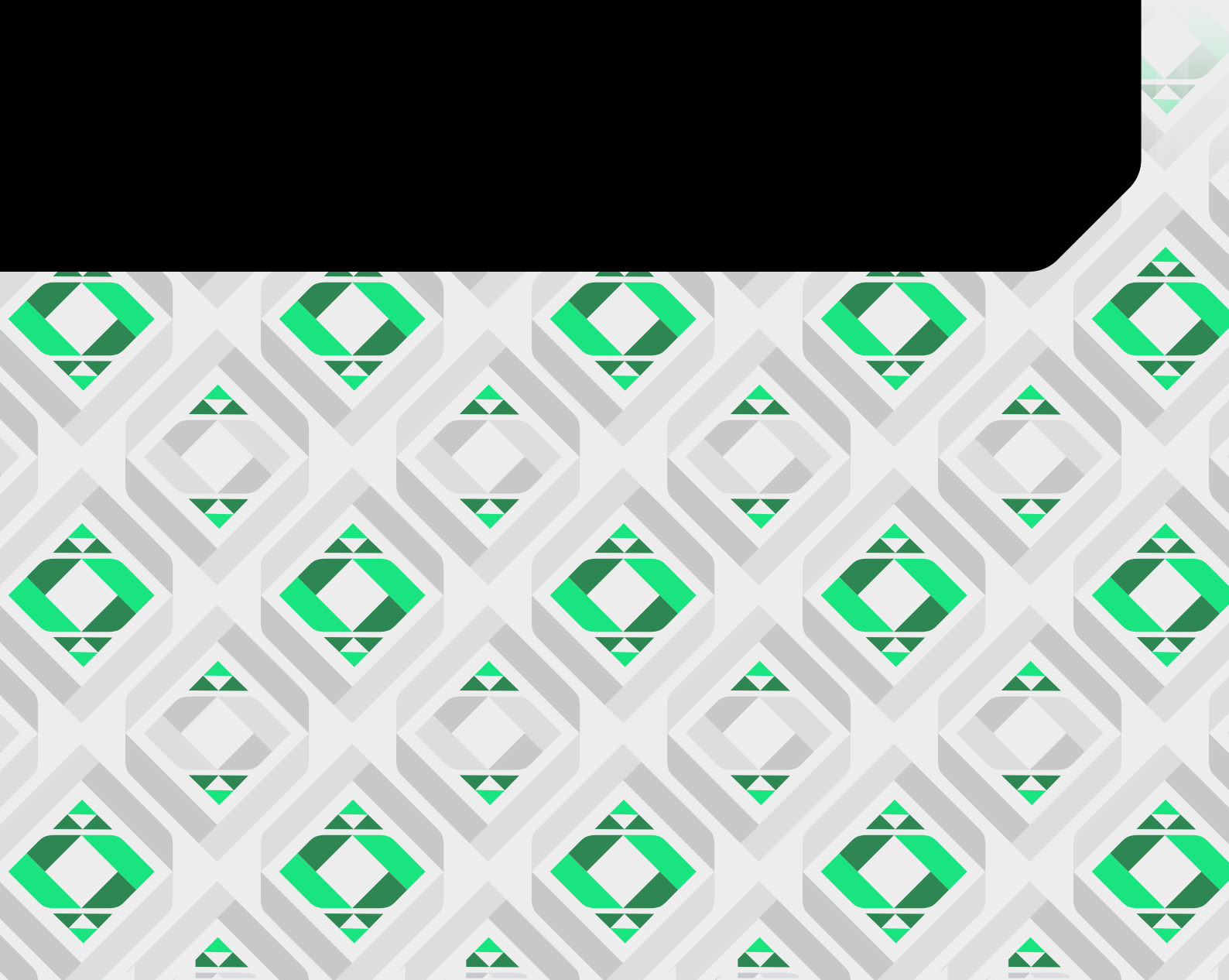




THIRD PARTY, FIRE AND THEFT  
CAR INSURANCE

# Policy



# Thank you for arranging your Third Party, Fire and Theft Car Insurance through Kiwibank!

Car Insurance is provided by The Hollard Insurance Company Pty Ltd. The Hollard Insurance Company Pty Ltd is the only organisation responsible for claims under this cover. Administration of Car Insurance and claims handling services are managed by Ando Insurance Group Limited on behalf of The Hollard Insurance Company Pty Ltd.

If you arrange your insurance through Kiwibank, you need to know that Kiwibank Limited doesn't guarantee the obligations of, or any product issued by, The Hollard Insurance Company Pty Ltd. Kiwibank Limited may receive a commission on any insurance it arranges.

## Fair Insurance Code

The Hollard Insurance Company Pty Ltd is a member of the Insurance Council of New Zealand and its New Zealand partners adhere to the Fair Insurance Code, which provides you with assurance that they have high standards of service to their customers.

You can access a copy of the code [here](#).



# Welcome to your Third Party, Fire and Theft 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 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 Third Party, Fire and Theft Car Insurance Policy document sets out the policy benefits, what's not covered, and the main terms and conditions of the insurance agreement.

---

**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:

Read and keep your insurance agreement	4
How to contact us	5
Words with specific meaning	6
What we agree to cover you for	7
Additional Policy Benefits included in your cover	8
Liability benefits also automatically included in your policy	11
Optional Policy Benefits	14
What's not covered under this policy	15
Making a claim	21
Cancelling or ending the insurance agreement	25
Other important information and conditions	26

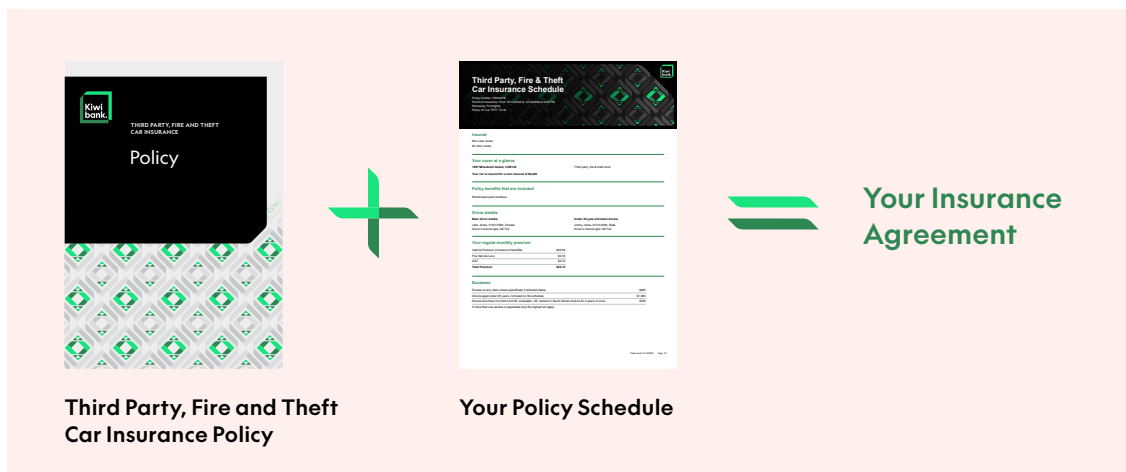


**WriteMark™**  
Plain Language Standard

As part of our commitment to you, this policy document meets the WriteMark Plain Language Standard. The WriteMark is an internationally recognised plain English quality mark.

# Read and keep your insurance agreement

These documents set out your insurance agreement with us:



This Third Party, Fire and Theft Car Insurance Policy plus your Third Party, Fire and Theft Car Insurance schedule make up your insurance agreement.

We'll also send you a record showing the cover you've applied for, the limits and optional benefits you have selected, and the information you provided us when doing so. To ensure your cover is correct and you haven't forgotten to tell us anything, please check the record carefully. Let us know if any of the details are incorrect, as this might impact your cover with us.

# How to contact us

Whether you need help understanding your policy, or need to make a claim, we'll be here.

Phone **0800 222 491** and select the service you need.

Or you can email us

**Sales and service:** [kiwibanksupport@ando.co.nz](mailto:kiwibanksupport@ando.co.nz)

**Claims:** [kiwibankclaims@ando.co.nz](mailto:kiwibankclaims@ando.co.nz)

---

# Words with specific meaning

This policy contains words with specific meanings. Some, like the ones below are used regularly, so we have put them in a handy index. Others we have placed at the end of each section so you can see what we mean.

These are the parties relating to the insurance:

- We, us, our means The Hollard Insurance Company Pty Ltd.
- You and your means the person(s) or entity named in the schedule as the 'Insured'.
- Your family means any member of your or your partner's immediate family who lives with you permanently, and includes your husband, wife, partner or any person who you are living with in the nature of marriage. It also includes a family member who is a student attending a school, university or polytechnic who is temporarily living away from the house but intends to return at the end of every academic year.

We use these terms throughout the document, which you need to understand too:

- Accident or Accidental means sudden, unforeseen, unexpected and unintended by you and your family.
- Car means the vehicle described in the schedule. This includes any standard manufacturer's equipment and options, any accessories in or on your car, any accessories that are not fitted to your car and that are stored at home, and any modifications that we have agreed to in writing.
- Event means something that happens and causes loss covered by this policy.
- Excess means the amount you must pay for each event when you make a claim.
- Loss means sudden and accidental physical loss or sudden and accidental physical damage happening during the period of insurance in New Zealand.
- Period of insurance is the period when the insurance is in force. This is shown on the schedule. The period starts at the 'from' date and ends at 4pm on the 'to' date. At this point, if we agree to keep insuring you, and you pay the premium, we will extend the policy:
  - for a further 14 days if you pay the premium fortnightly
  - for a further month if you pay the premium monthly
  - for a further 12 months if you pay the premium annually.
- Schedule means the latest current policy schedule and any endorsements made to that schedule.
- Use or used includes driving, parking, garaging or storage.

# What we agree to cover you for

It's important that you understand what is covered by this Third Party, Fire and Theft Car Insurance agreement and what is not. The car to be insured is noted on your policy schedule. The cover is for the car being used anywhere in New Zealand including while in transit.

We'll cover you for accidental loss to the car that happens during the period of insurance that is caused by:

- fire
- theft or attempted theft, illegal conversion
- earthquakes, volcanic eruption, geothermal activity or tsunamis.

However, this depends on the insurance agreement's terms, conditions and exclusions which are set out in this car insurance policy and your car insurance policy schedule. Please read them and contact us if any of these documents don't make sense.

This insurance is for your car when being used for private, domestic, social or pleasure purposes. There are some other situations where we will provide cover for your car noted below.

## Car use you're covered for

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

- for private, domestic, social or pleasure purposes
- for community work, including religious and social work
- in connection with a business, profession or occupation, however there is no cover if the person using the car is working as one of the following:
  - salesperson, commission agent, service person or commercial traveller
  - insurance representative, insurance agent or insurance broker
  - land or real estate agent
  - mortgage broker or mobile mortgage manager
  - stock or station agent
  - courier driver, delivery person, Uber or taxi driver
  - member of a motor trade.

## Car use you're not covered for

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
  - to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming
  - 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
  - on any race track.
-



# Additional Policy Benefits included in your cover

---

## **I'm interactive.**

Click the section you'd like in the Table of Contents and go directly there.

---

Cover for accidents caused by an uninsured third party	9
Methamphetamine contamination	9
Road clearance cost	10
Towing, storage, transportation and emergency costs	10
When driver restrictions won't apply	10



# Additional Policy Benefits included in your cover

The cover provided by the Additional Policy Benefits are included within the agreed value unless otherwise noted. The Additional Policy Benefits are subject to the insurance agreement's terms, conditions and exclusions.

## Cover for accidents caused by an uninsured third party

We will cover you for accidental loss to the car that happens during the period of insurance in New Zealand. The car must be being used within the terms and conditions of the policy. All of the following criteria must also be met:

- the loss was caused by an uninsured third party who was driving another vehicle
- you give us the correct name and contact details of the uninsured third party
- you give us the correct registration number of the other vehicle
- you provide us with sufficient information that shows the uninsured third party is wholly liable for the loss
- you provide us with reasonable assistance if we attempt to recover the amount of the loss from the uninsured third party.

We won't cover you under this benefit if we are not satisfied that the uninsured third party was wholly liable for the loss. We also won't cover you if we cannot reasonably satisfy ourselves as to which party was responsible.

The most we will pay for any one event under this benefit is \$4,000. You won't have to pay an excess on this.

## Methamphetamine contamination

We'll cover you for contamination damage to your car, if it happens in connection with the theft or illegal conversion of your car during the period of insurance.

We won't cover you for any contamination damage that occurs because of you or any member of your family.

If we have accepted your claim under this benefit, we will either:

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

The most we will pay is the agreed value shown on your schedule.

---

- Contamination damage means chemical contamination from methamphetamine which exceeds the recommended levels for indoor surface contamination as determined by the Ministry of Health.
- Remediate means reduce the level of contamination to below the current recommended levels for indoor surface contamination as determined by the Ministry of Health.

## Road clearance cost

We'll pay the reasonable costs for removal of debris from any road or parking area, following a loss covered by this policy.

## Towing, storage, transportation and emergency costs

If we have 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
- essential emergency repairs to get the car to your destination or a repairer
- transporting you and your passengers to your home, if the car cannot be driven
- returning the car to your home after it has been repaired, or after it is recovered if it was stolen.

## When driver restrictions won't apply

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

- by a member of the motor trade who is professionally engaged in the overhaul, upkeep, or repair of the car
  - by a 'dial-a-driver'
  - by anyone to a medical facility in the event of a medical emergency.
-



# Liability benefits also automatically included in your policy

---

## **I'm interactive.**

Click the section you'd like in the Table of Contents and go directly there.

---

Liability for property damage and injury	<b>12</b>
Liability to pay reparation	<b>12</b>
Liability for permitted users	<b>13</b>
Your employer's liability	<b>13</b>
Criminal defence costs	<b>13</b>

# Liability benefits also automatically included in your policy

Your insurance includes the following cover for liability.

## Liability for property damage and injury

We'll cover you for your legal liability and reasonable defence costs arising from an event that occurs in New Zealand during the period of insurance for:

- accidental loss to anyone else's property including loss of use of that property caused by use of your car
- accidental death or injury to anyone caused by your use of your car including transit between places in New Zealand
- the use of any car not owned by you that you are using with the owner's permission and that car is not covered by any other insurance policy.

Providing you meet the terms and conditions of the policy, the most that we'll pay is:

- \$20,000,000 in respect of property damage for any one event
- \$1,000,000 for injury for any one event.

The most we'll pay in total for any one event is \$20,000,000 for property damage and injury combined including defence costs.

- Injury means bodily injury, death, illness, disability, disease, shock, fright, mental anguish or mental injury to another person that is sudden, unforeseen, unexpected and unintended by you.

## Liability to pay reparation

We'll cover your legal liability for reparation to anyone who has suffered accidental loss of property or injury resulting from an offence you committed while using your car:

- during the period of insurance
- in New Zealand (including transit between places in New Zealand).

Providing you meet the terms and conditions of the policy, the most we'll pay, inclusive of any amounts payable by us under this benefit, is:

- \$20,000,000 as reparation for property damage for any one event
  - \$1,000,000 as reparation for injury for any one event.
-

You must comply with all the following conditions:

- you or anyone else entitled to cover under this benefit tells us immediately if you or they are charged with the offence
- we give our written approval before any offer of reparation is made.

This Additional Policy Benefit does not provide cover for any defence costs, court costs, levies or costs awarded for any offence.

- 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).

## Liability for permitted users

We'll extend the cover set out in the sections 'Liability for property damage and injury' and 'Liability to pay reparation' to anyone else using your car as long as that person:

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

## Your employer's liability

We'll extend the cover set out in the sections 'Liability for Property Damage and Injury' and 'Liability to pay reparation' if your employer is vicariously liable for your use or the use of the car by any other employee with your permission, providing:

- you or the other employee were using the car for the business of the employer
- the employer is not entitled to cover under any other insurance
- the person using the car meets all the terms of this policy that you must meet
- the use of the car meets all the terms of this policy that you must meet.

## Criminal defence costs

We'll pay reasonable legal costs you incur:

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

The most we'll pay for any one accident is \$10,000. You won't have to pay an excess, if your claim is only for legal defence costs.

---

# Optional Policy Benefits

This section contains covers which can be added on to your policy for an additional premium. If you have selected an Optional Benefit and paid the extra premium it will show on your schedule.

The Optional Policy Benefits are subject to the insurance agreement's terms, conditions and exclusions.

## Windscreens and windows

You won't have to pay an excess for claims for accidental loss to windscreens, windows, sunroofs or driving lights, if there is no other damage to the car.

However, you will need to pay your excess for any damage to:

- mirrors, tail lights, indicators, lamp covers
- any other glass or transparent plastics on the car
- anything attached to the windscreen or window glass.

We won't cover any damage caused by wear and tear or deterioration to your car that must be repaired to enable glass to be fitted.

---

# What's not covered under the policy

---

## **I'm interactive.**

Click the section you'd like in the Table of Contents and go directly there.

---

Accident compensation payments	16
Alcohol, drugs, and other intoxicating substances	16
Breakdown	16
Confiscation	16
Consequential loss or loss of use	17
Electronic data	17
Excess	17
Existing damage	17
Faults and defects	17
Intentional or reckless acts	18
Leaving the scene of an accident	18
Modified vehicle	18
Nuclear	18
Pollution or contamination	18
Self-inflicted injury	18
Terrorism	18
Unlawful substances	19
Unsafe or unroadworthy	19
War	19
Wear and tear or depreciation	19
When drivers are not covered	20
What you're not covered for under liability	20

# What's not covered under the policy

The things we won't cover are known as our exclusions. These exclusions apply to all sections of the policy including the Additional Policy Benefits and Optional Policy Benefits, unless it expressly states otherwise.

## Accident compensation payments

We won't cover you for any amounts that are covered under the Accident Compensation Act 2001 (the Act) and any amendments or substituted legislation. Cover will not be provided for amounts that would be covered under the Act but isn't because:

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

## Alcohol, drugs, and other intoxicating substances

We won't cover you under this policy if the person using the car, at the time of the event:

- was under the influence of alcohol, drugs, or any other intoxicating substance
- has a breath alcohol or blood alcohol concentration which exceeds the legal limit
- refuses a breath or blood test after an accident when they must legally do so.

However, we will cover you if the driver has stolen or converted the car and you have made a complaint to the police.

## Breakdown

We won't cover you for any loss directly or indirectly arising from or consisting of any breakdown of the car, mechanical or electrical fault or failure in the car.

## Confiscation

We won't cover you for any loss or liability connected in any way with your car being:

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



## Consequential loss or loss of use

We won't cover you for:

- consequential loss of any kind
- loss of use of your car.

- This means any intangible loss, loss of use or enjoyment, loss of value and any additional cost and liability due to your car not being able to be used.

## Electronic data

We won't cover you for any loss or liability to computer software or electronic data caused by:

- interference
- malfunction
- loss of use
- reduced functionality.

However, we do cover any resultant loss to other property that is insured under the policy that results from loss to electronic data, and which isn't otherwise excluded.

- Electronic data is any electronic media content that is intended to be used in either electronic or printed form.

## Excess

We won't cover you for your excess.

- Excess is the amount you must pay for each event when you make a claim.

## Existing damage

We won't cover you for any loss to your car that:

- was present at the beginning of the period of insurance
- we have previously accepted a claim for, but the damage has not yet been repaired.

## Faults and defects

We won't cover you for loss or liability arising from sub-standard, defective or faulty workmanship, design or manufacture.

---

## Intentional or reckless acts

We won't cover you or anyone using your car with your permission for any loss or liability arising from any intentional or reckless act or omission.

## Leaving the scene of an accident

We won't cover you under this policy if the person using the car, at the time of the event:

- failed to stop, or
- left the scene of an accident when it is an offence to do so.

## 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 have agreed in writing to continue cover. This will be shown in your schedule.

## Nuclear

We won't cover you for any loss or liability caused by:

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

## Pollution or contamination

We won't cover you for any loss or liability caused by any seepage, pollution or contamination other than the cover provided under the Additional Policy Benefit 'Methamphetamine Contamination'.

We also won't cover you for 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.

## Self-inflicted injury

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

## Terrorism

We won't cover you for any loss or liability caused by an act of terrorism. This includes connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism.

---

- Act of terrorism means an act by any person, group of people, organisation or government, including the use or threatened use of force or violence, which is committed with the probable intention to:
  - influence any government
  - put fear into the public or any section of the public.

By its nature or context is probably done for, or in connection with any:

- political
- religious
- ideological
- ethnic
- or similar purpose or reason.

## Unlawful substances

We won't cover you for any loss or liability connected in any way with contamination from any 'controlled drug'.

However, we will cover you for loss caused by accidental spread of fire or explosion or loss covered under 'Methamphetamine contamination'.

- 'Controlled drug' is defined in the Misuse of Drugs Act 1975 (or any amended or substituted legislation).

## Unsafe or unroadworthy

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

- the condition of the car contributed to the accident
- you and the driver were aware of such condition and that the condition could result in the accident.

## War

We won't cover you for any loss or liability directly or indirectly caused by war, invasion, hostilities, war-like operations (whether war is declared or not), rebellion or revolution.

## Wear and tear or depreciation

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

---

## When drivers are not covered

We won't cover you under this policy if you or any person using your car who, at the time of the event was:

- not complying with the conditions of their driver's licence
- not legally licensed to drive in New Zealand
- advised, directed or instructed not to drive by a medical or other professional.

This exclusion doesn't apply if the driver has stolen or converted the car and you have made a complaint to the police.

## What you're not covered for under liability

We won't cover you under the liability benefit for any of the following:

- loss to any property owned by you or anyone covered by this policy
  - 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 your car
    - clothing, personal effects and luggage being carried by and belonging to any passenger in the car
    - property being carried by, loaded into or unloaded from the car, or any caravan or trailer attached to the car
  - loss or liability arising out of a contract or agreement, unless you would have been liable even without that contract or agreement
  - any fine or penalty, any punitive or exemplary damages
  - legal defence costs or court costs arising from a prosecution of any offence under any Act of Parliament including regulations, rules or by-laws made under any Act of Parliament, except as expressly provided otherwise in the automatic benefit 'Liability to pay reparation'.
-

# Making a claim

---

## **I'm interactive.**

Click the section you'd like in the Table of Contents and go directly there.

---

What you must do	<b>22</b>
Claiming for legal liability	<b>22</b>
Your excess	<b>23</b>
How we'll settle your claim	<b>23</b>
Repairable	<b>23</b>
Not repairable	<b>23</b>
Parts unavailable in New Zealand	<b>24</b>
Repair guarantee	<b>24</b>
Claims by people who are not the named insured(s)	<b>24</b>
Costs incurred by you	<b>24</b>

# Making a claim

When you need to make a claim, we'll be here to help. However, there are some things that you must do. Phone us on **0800 222 491** and we'll explain how this will work.

## What you must do

Immediately after an accident happens, you must:

- take all reasonable steps to protect yourself, your car and any other insured property
- take all reasonable steps to prevent further loss
- tell the police as soon as possible if you think the loss was caused by a criminal act, required by law or required by this policy.

You'll then need to:

- tell us immediately about the event
- keep any damaged property and let us inspect the car or other insured property
- provide all reasonable assistance and co-operate with us and our assessors, investigators, lawyers and anyone else we appoint
- give us any information we ask for or help which we reasonably request.

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 do any or all of these things:

- decline your whole claim or part of it
- recover from you anything that we have already paid you for your claim or the event
- declare that this policy and any other policy you have with us, to have no effect and to cease to exist from the date of the dishonest or fraudulent act.

## Claiming for legal liability

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:

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

If you make a claim under Liability cover:

- we shall be entitled to take over defence or settlement of any claim
  - 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.
-

## Your excess

The excess is the amount you must pay for each individual event when you make a claim. The amounts and types of excess are shown on the schedule. You must pay the excess for each event. In all circumstances, the relevant excess will be deducted from the relevant policy limit so that we are only ever required to pay the limit shown, less the relevant excess payable.

### One event – one excess

If you claim under more than one policy with us for loss caused by the same event, you will only be required to pay one excess. This will be the highest applicable excess.

- Excess is the amount you must pay for each event when you make a claim.

## How we'll settle your claim

We decide if your car is economic to repair or not.

### Repairable

If the car is economic to repair in our opinion, we have 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 practices appropriate in the New Zealand repair industry
- pay you the cost of repairs as estimated by our assessor.

### Not repairable

If the car is uneconomic to repair in our opinion, we'll choose one of the following:

- pay you the agreed value shown in your schedule, as long as the car was in a well maintained and roadworthy condition when the loss happened
- pay you the market value up to the agreed value, if the car was not in a well-maintained and roadworthy condition when the loss happened
- replace the car with a new car, if:
  - the loss happened within 12-months of you buying the car new
  - it has travelled less than 15,000 kilometres
  - the same model and specification is available in New Zealand.

When we settle a claim for a total loss:

- your car, including all modifications and accessories becomes our property. This includes if it is recovered after it has been stolen
- you must pay the total premium for the entire period of insurance before we settle the claim
- this policy ends.

You are not entitled to any refund of premium. If you are paying your premium by instalment, then you must pay all unpaid instalments.

---

- Accessory and accessories are any fitted entertainment, communications, navigation systems, and/or tools and breakdown equipment purchased by you to repair your car and permanently kept in your car. It also includes car seat covers, first aid kits, torches, fire extinguishers, maps, roof racks and other equipment not otherwise defined permanently fitted to the car.
- Agreed value is the amount for which we have agreed to insure your car. It is shown on the schedule. It includes the value of any modifications and accessories we have agreed to. The agreed value includes reasonable depreciation every renewal.
- Market value means the reasonable value of the car immediately before the loss as determined by an independent registered motor vehicle valuer.
- Modification or modifications means any change which have been made to the car that is different to the manufacturer's original specification. Examples of modifications can be:
  - aftermarket wheels
  - non-standard performance enhancements such as petrol turbos or superchargers
  - structural changes
  - a non-standard exhaust
  - custom paint or cosmetic upgrades
  - steering, suspension changes or body-kits.

### Parts unavailable in New Zealand

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

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

We won't pay for the cost of freighting parts or accessories from overseas or for replacing 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 both own the car and insure with us.

### Claims by people who are not the named insured(s)

If a person who is not 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 were payment to them.

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

### Costs incurred by you

If you are 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.



# Cancelling or ending the insurance agreement

## Cancellation by you

You may cancel your insurance agreement with us at any time unless you have made a claim for a total loss. If you pay your premiums fortnightly or monthly, we may not refund any unused premium. If you pay your premiums annually, we'll refund any unused premium that you have paid.

### You can cancel during your 'free look' period

You have a 30-day free look period to cancel the insurance agreement and get your premiums back. This period begins when you take out this insurance. If you ask us to cancel within this period, we'll do so from the date you took out the insurance and regard this policy as if it had never started. We'll refund any premiums you've paid.

## Cancellation by us

We may cancel your insurance agreement with us:

- if you have not paid the premium within 28 days of the due date. Cancellation will take effect from the first day of the period to which the unpaid premium relates
  - for any other reason, by advising you by email to your last known email address. Cancellation will take effect on the 14th day after the date of our email to you. We'll refund any unused premium you have paid.
-

# Other important information and conditions

---

## **I'm interactive.**

Click the section you'd like in the Table of Contents and go directly there.

---

Do not transfer or assign this policy	<b>27</b>
If you also insure your car with someone else	<b>27</b>
You need to be truthful and accurate	<b>27</b>
Tell us about changes to facts or circumstances during the period of insurance	<b>27</b>
If you breach any condition	<b>28</b>
We can change this policy	<b>28</b>
Goods and services tax (GST) applies to this policy	<b>28</b>
This insurance agreement is governed by New Zealand law	<b>28</b>
If you are joint insureds	<b>28</b>
Parties with a financial interest in your car	<b>29</b>
How premium payments affects a claim	<b>29</b>
The Privacy Act and the Insurance Claims Register	<b>30</b>

# Other important information and conditions

Here are some important things to remember like what you should tell us, things we'll tell you, about and some other conditions that apply.

## Do not transfer or assign this policy

Unless you have our written consent, you must not transfer (assign) or try to assign to anyone else:

- this insurance agreement
- your interest in this insurance agreement
- any claim
- any claim payments under this policy.

## If you also insure your car with someone else

You must tell us immediately if you insure your car, or anything insured under this policy, with someone else.

We won't cover you under this policy for any loss or liability that is also covered by any other policy with another Insurer.

## You need to be truthful and accurate

When you apply for insurance, you have 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:

- to accept your insurance
- about the cost and terms of the insurance, including the excesses.

In particular, you must tell us anything that may increase:

- the chance of a claim under this policy
- the amount of a claim under this policy.

You also have this duty every time your insurance renews and whenever 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 from the date of the non-disclosure. If we do this, we may decide to refund any premiums that you have paid.

## Tell us about changes to facts or circumstances during the period of insurance

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 can take some action at any time.

---

Examples of this change include:

- you've modified your vehicle
- you or someone covered by this policy is convicted for a crime
- you or someone covered by this policy has lost their licence.

If you are not sure whether you need to tell us about something, just ask us.

We may change the terms of this policy or cancel it by advising you by email to your last known email address. The change will take effect on the 14th day after the date of our email.

- Material means any information that would impact our decision about whether to offer cover and, if so, on what terms.

## If you breach any condition

We may not pay a claim if you or anyone acting on your behalf breaches any term or condition of this policy. We may not pay the full claim or part of it.

This does not affect our right to cancel or avoid the policy for non-disclosure. If we avoid your policy, any claim payments we have made to you must be refunded to us. Your entire premium will be refunded less any claims that were paid to you.

- Avoid means your policy is treated as though it never existed.

## We can change this policy

We may change the terms of this policy or cancel. We will email you at your last known email address if we changed the terms of the policy. The change will take effect 14th days after the date of our email.

We have the right to change the policy's premiums, terms, and conditions at each anniversary. We will send you a new schedule and will tell you of any changes.

## Goods and services tax (GST) applies to this policy

All benefit limits, including the agreed value and excesses include goods and services tax (GST).

## This insurance agreement is governed by New Zealand law

This insurance contract is governed by New Zealand law. New Zealand courts have exclusive jurisdiction.

## If you are joint insureds

You and all other people covered by this policy are joint insureds. All joint insureds are deemed to act with each other's express authority. This means that if one person breaches the policy or cancels the policy or settles a claim, this will affect all other joint insureds.

## Parties with a financial interest in your car

You may have a party who has a financial interest in your car, such as a bank or finance company, that you would like to be noted as an interested party. We may partially or fully settle a claim by making payment to the interested party. This payment will either go towards meeting our obligations under this policy, or completely fulfilling them.

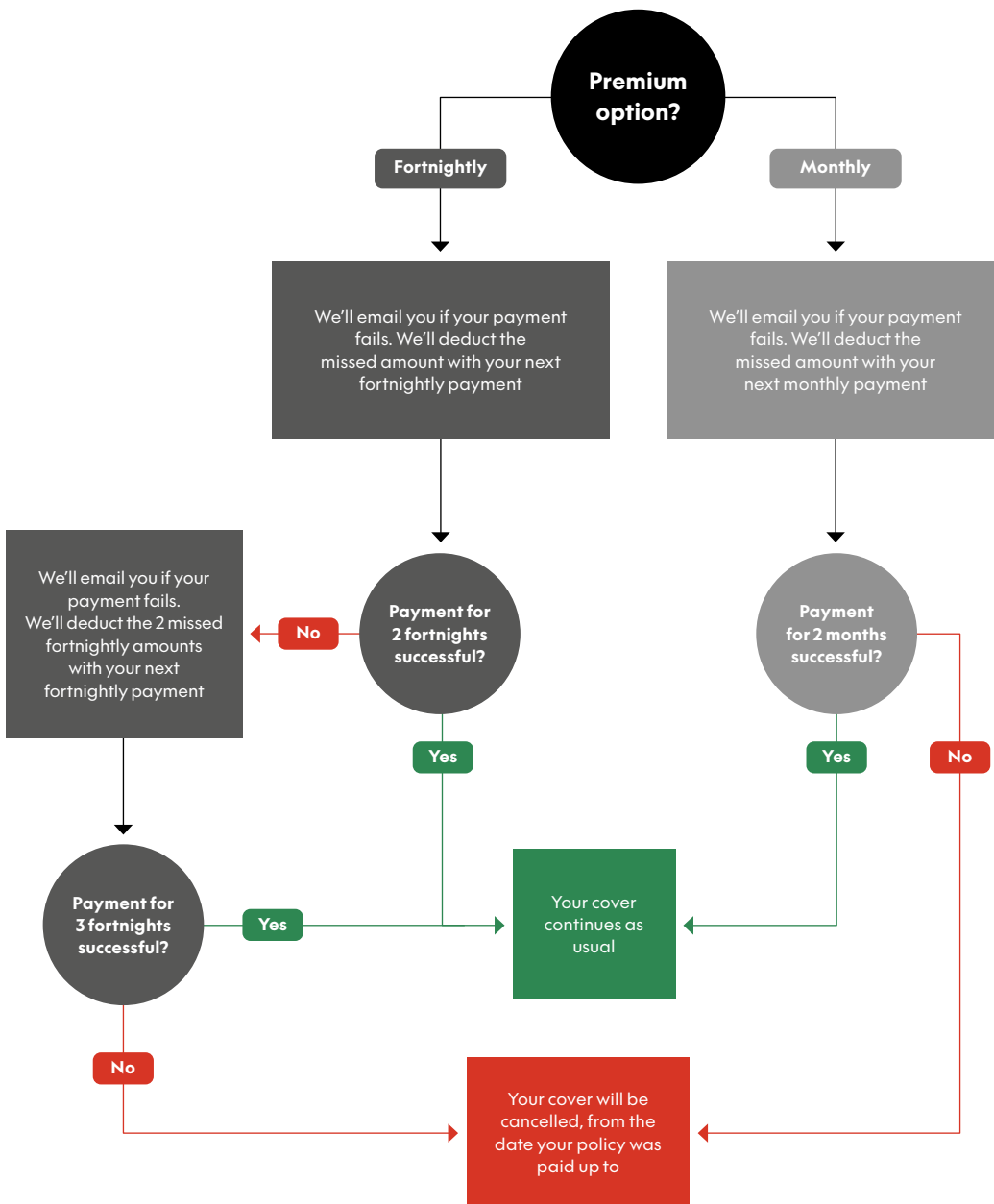
The interested party is not covered by this policy and does not have any right to make a claim under this policy.

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

## How premium payments affects a claim

We'll only pay a claim if the premium is showing as paid at the time of the loss.

If you pay your premium fortnightly or monthly, you'll need to keep your payments up to date. If you miss a payment, we may cancel your policy as shown in the flowchart below.



## Privacy Act and the Insurance Claims Register

By entering into this insurance agreement with us, you consent to your personal information being collected by Ando Insurance Group Limited. Ando Insurance Group Limited may share your personal information with other organisations to evaluate, provide, process and maintain your insurance agreement. Other organisations may include The Hollard Insurance Company Pty Ltd, Kiwibank Limited and any of their partners, other insurers and suppliers.

You also consent us to place details of any claims made against this insurance agreement on the database of the Insurance Claims Register. The information will be available for other insurance companies to inspect. Other participating insurers may access the information to manage claims.

For information on the Ando Insurance Group Limited Privacy Policy, go to [www.ando.co.nz](http://www.ando.co.nz)

- Insurance Claims Register 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.

