

This Policy is provided to you by
Provident Insurance Corporation Limited,
Takapuna Beach Centre, Level 1, 61 Hurstmere Road,
Takapuna, Auckland 0622, New Zealand.
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provident  insurance



BMW & MINI

MOTOR VEHICLE INSURANCE

**BMW
GROUP**
Financial Services



THANK YOU

Thank You for choosing Provident Insurance for Your insurance needs. Provident Insurance is proudly Kiwi owned and operated, with a commitment to excellent customer service.

We pride ourselves on the quality of Our products and while it is Our intention to provide You with the best possible level of customer service, should We fall short on Our commitment, please contact Us as soon as possible so that We can assist You.

IMPORTANT INFORMATION

It is really important that You read and understand this policy booklet before making a final decision to purchase the product. Some of the words used in this policy booklet have a special meaning. A list of these words is provided in the **'Definitions'** section at the end of this policy booklet.

This policy comes with a 'cooling off period' of 14 days where You can change Your mind, ask for a cancellation and receive a full refund, provided You have not already made a claim against this policy.

FALSE OR MISLEADING INFORMATION

In providing You with this insurance policy, We have relied on the information You have provided to Us. You have a legal duty to tell Us about any information that may be Material to this insurance policy.

If You know about but do not inform Us about something that could be relevant to Us providing You with this insurance, or You provide Us with information that You should reasonably know is not correct or incomplete, We reserve the right to alter the terms and the premium. Please also refer to the section titled **'What are my Responsibilities'**.

Depending on the significance of the false or misleading information, this could result at Our discretion in Your claim being declined and Your policy being terminated, or Your policy being avoided from commencement which would mean it was as if the policy never existed, and no claim could be made.

If You are unsure, contact Us and We can help.

OUR CONTACT DETAILS

You can contact Our friendly team by calling Us between the hours of **8:00am and 5:00pm Monday to Friday**.

If calling from Auckland, phone **(09) 484 0078** or outside Auckland on **0800 676 864**.

Alternatively, You can email Us at **mvi@providentinsurance.co.nz**.

Our postal address is **PO Box 33 743, Takapuna, Auckland 0740**.

Our physical address is **Takapuna Beach Centre, Level 1, 61 Hurstmere Road, Takapuna, Auckland 0622**.

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INTRODUCTION

Your policy consists of Your most recent Policy Schedule, this policy booklet, the details You provided when You applied for this insurance, and any changes We agree with You in writing.

This booklet contains the details of Your motor vehicle insurance policy, including what is covered and for how long, what is not covered, Your responsibilities, the consequences of not meeting Your responsibilities and how to make a claim.

While this policy is in place, We will keep You updated on any changes. For example, We will tell You in writing 14 days in advance, if We;

- change the terms (including the Excess) of Your policy; or
- add new terms to Your policy; or
- make any other changes to Your policy.

The changes will be effective in 14 days commencing on the day We give such notice.

We will also advise You in writing, before Your policy renews, how much Your new premium will be and other changes to the cover provided by Your policy.

We may also communicate with You about Your policy by telephone, SMS, email and other electronic means.

Please feel free to contact Us if You have any questions regarding this policy.

Amounts referred to in this policy include any Goods and Services Tax (GST) that may apply.

CAN I CHANGE MY MIND AND CANCEL?

You can cancel this policy within 14 days after the date on which Your initial cover period commences. This is referred to as a 'cooling off period'.

If You decide to cancel this policy, You can let Us know by telephone or in writing, or in person by visiting Our office. If You cancel the policy within this cooling off period, We will provide You with a full refund of the premium You have paid, provided You have not made a claim under this policy.

You can cancel this policy at any other time by giving written notice to Us. If You cancel outside the cooling off period, We will refund any unused premium that You have paid on a pro rata basis.

WHAT TYPE OF INSURANCE IS THIS?

Your policy provides cover for Accidental Loss or damage to Your Vehicle during the Period of Cover, anywhere in New Zealand, including whilst in transit between places in New Zealand.

The full terms and conditions relating to what is and what is not covered are provided in more detail in the following sections of this policy booklet.

WHAT IS COVERED?

Once You have paid the premium amount due, We will cover You during the Period of Cover subject to the terms, conditions, limitations and exclusions set out in this policy.

VEHICLE USE

This policy provides cover when Your Vehicle is being Used:

1. for private, social, domestic or pleasure purposes (including community work), or
2. in connection with Your business, occupation, or profession, unless excluded under the **'What Is Not Covered?'** section, provided the person is using Your Vehicle for any of the following:
 - a. Sales, trade, service or administration activities; or
 - b. Insurance assessing; or
 - c. Real estate or stock or station agent; or
 - d. Carrying, delivering, hauling or towing any goods, machinery, plant or samples.; and
 - e. Your policy Schedule states **'Private and Business'** Use.

THE DRIVER OF YOUR VEHICLE

The cover under this policy only applies if Your Vehicle is Used during the Period of Cover by:

1. a listed driver specified in the **'Driver Summary'** section of Your Policy Schedule; or
2. any person that has Your consent to drive Your Vehicle who meets the **'Open Driver Range'** criteria specified in the **'Driver Summary'** section of Your Policy Schedule.





PERIOD OF COVER AND PREMIUM PAYMENTS

The Period of Cover is specified in the '**Policy Summary**' section of Your Policy Schedule.

If You do not pay Your premium when it is due, cover may cease immediately. If Your premium remains unpaid after 28 days from when it was due, Your policy will automatically be cancelled effective from the first day of the period that the unpaid premium was due. If You agree to pay a premium weekly, fortnightly or monthly by direct debit then We will require You to complete a direct debit form approved by Us. We may use a third party payment service provider to collect premium payments from You. We may change that provider and/or the terms on which premium payments are collected from You, at any time by writing to or emailing You at the last known address We have for You. That change will be effective 14 days after the date the notification is sent.

TEMPORARY COVER WHEN CHANGING YOUR VEHICLE

When You replace Your Vehicle, the replacement vehicle will be automatically covered for up to 7 days on the same terms that were in place for the Vehicle You are replacing, up to the maximum Cover Amount shown on Your Policy Schedule.

You will not be covered if the replacement vehicle is covered by any other insurance policy. This policy will not cover two vehicles at the same time.

JOINT INSURANCE

If more than one person or entity is insured under this policy, they are jointly insured.

We will treat a statement, act, omission, claim, request, or direction (including to alter or cancel Your policy or accept a settlement of a claim) made by one insured, including trustees, as a statement, act, omission, claim, request, or direction by all those as named as insured on Your Policy Schedule.

We may choose to pay any claim in full to the person or entity who is named first in the schedule, and this will meet all Our obligations under this policy for that claim.

OTHER INSURANCE

You must tell Us as soon as You know about any other policy that covers Your Vehicle.

If there is another policy that applies, We will not pay anything under this policy until that other policy is exhausted.

ENDORSEMENTS AND / OR CLAUSES

We may impose special conditions on Your policy that might exclude, restrict, or extend cover for a person or particular matter. Any imposed conditions will be listed on Your Policy Schedule. It is important that You read Your Policy Schedule carefully. The remainder of this section is split into two:

- Section 1 – Your Vehicle Cover.
- Section 2 – Your Legal Liability Cover.

SECTION 1 – YOUR VEHICLE COVER

In the event of Your Vehicle suffering Accidental Loss in New Zealand, or while travelling between places in New Zealand, provided it is still within the Period of Cover, this section outlines what We will pay.

IF YOUR VEHICLE CAN BE REPAIRED

If We decide to repair Your Vehicle, We can choose one of the following options to settle Your claim:

1. pay the reasonable cost to repair Your Vehicle to substantially the same condition it was in before the Loss occurred, or
2. pay You in cash the amount equal to that reasonable cost, as estimated by Our assessor.

The most We will pay is the Cover Amount shown on Your Policy Schedule.

REPLACEMENT PARTS, PAINT AND REPAIRERS

If We repair Your Vehicle, We will, at Our discretion, use an Approved Repairer, another repairer of Our choice or a repairer of Your choice.

If at the date of Loss, Your Vehicle is 10 years of age or less from its first registration date, We will approve the use of genuine parts which are consistent with the age and general condition of Your Vehicle, if reasonably available. Otherwise, if not reasonably available, We, at our discretion, may use non-genuine/ aftermarket parts.





However, We will not pay for:

1. the cost to repair or replace any part, Accessory or Modification that was not damaged.
2. the cost to repair or replace any part, Accessory or Modification where the defect or damage to that part occurred before the commencement date of the policy and is therefore pre-existing.

PAINT

We will make all reasonable efforts to match the colour of the paint on Your Vehicle but are unable to guarantee that painted parts can be matched exactly.

UNAVAILABLE PARTS

If any part needed to repair Your Vehicle is not available from stock in New Zealand, then the most We will pay is the price most recently published in New Zealand by the manufacturer, plus the estimated reasonable cost of freight and fitting the part(s).

ACCESSORIES AND MODIFICATIONS

We will pay the lesser of

1. the repair or replacement cost; or
2. the current Market Value; or
3. the total amount shown on Your Policy Schedule.

IF YOUR VEHICLE CANNOT BE REPAIRED

If We decide Your Vehicle is a total Loss, the amount We will pay You shall be as follows:

1. if Agreed Value is shown on Your Policy Schedule, We will pay You the Cover Amount shown on Your Policy Schedule. This amount includes any Accessories and Modifications.
2. if Market Value is shown on Your Policy Schedule, We will pay You the Market Value of Your Vehicle including any insured Accessories and Modifications, up to the maximum amount shown on Your Policy Schedule.

If the Policy Schedule shows a specific limit for any part of Your Vehicle then this is the most We will pay.

When We settle Your claim because Your Vehicle is a total Loss:

1. in relation to a policy where the Period of Cover is 12 months or less, We keep any premiums already paid and will deduct any premiums payable for the remainder of the Period of Cover;
2. in relation to a policy where the Period of Cover is greater than 12 months, We will refund any premiums already paid that relate to the period after the next 12 month anniversary of the start of the Period of Cover and We will keep the balance of the premium already paid. We will deduct any premiums payable up until the next 12 month anniversary of the Period of Cover.
3. this policy ends at the date of total Loss.
4. We become the owner of the Vehicle including any Accessories and Modifications, We will also be entitled to any refund of the On Road Costs. This includes when Your Vehicle is recovered after it has been stolen.

INCLUDED BENEFITS

The following benefits are included.

GLASS

If Your claim is only for Accidental Loss / damage to windscreens, windows, the sunroof, headlights, headlight protectors or taillights of Your Vehicle;

1. the Excess applicable is shown on Your Policy Schedule
2. Your no claims discount will not be affected.

KEYS AND LOCKS

If Your claim relates to the keys to Your Vehicle that have been damaged, lost or stolen, or believed on reasonable grounds to have been duplicated without Your permission during the Period of Cover, then We will pay the reasonable cost to replace keys, locks and barrels, coded keypads and coded alarms.

The most We will pay is the amount shown on Your Policy Schedule;

1. the Excess applicable is shown on Your Policy Schedule.
2. Your no claims discount will not be affected.





ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

We will pay to You or Your legal representative:

1. \$10,000 for Accidental death,
2. \$2,500 for Permanent Total Loss of sight in an eye,
3. \$2,500 for Permanent Total Loss of use of a hand,
4. \$2,500 for Permanent Total Loss of use of a foot,

if within 90 days from the date of Accidental Loss and within the Period of Cover, You, Your Partner or Family member suffer any combination of the above events directly as a result of Accidental Loss covered by Section 1 of this policy whilst driving Your Vehicle.

The most We will pay is \$10,000 per claim.

INCORRECT REFUELLING

We will pay the reasonable costs of removing incorrect fuel (diesel instead of petrol or vice versa) and any damage incurred by using the incorrect fuel, up to the maximum amount shown on Your Policy Schedule for any one event;

1. the Excess applicable is shown on Your Policy Schedule.
2. Your no claims discount will not be affected.

This benefit will not apply if contaminated or farm or “off road” fuel has been used.

Note: If You find Yourself in a situation where You have incorrectly refuelled Your Vehicle, do not start Your Vehicle as this may cause greater damage.

MANSLAUGHTER DEFENCE COSTS

We will pay Your reasonable costs of legal representation to defend any charge of manslaughter or driving causing death brought against You as a result of a Loss covered under this policy.

The most We will pay is \$10,000 per claim. No Excess applies.

ROAD CLEARING COSTS

We will pay:

1. the reasonable costs You incur to remove debris from any road or parking area, or
2. up to \$5,000 for any costs that Fire and Emergency New Zealand is authorised to recover from You as a result of a hazardous substance emergency, that arises because of a Loss covered by **Section 1** or **Section 2** of this policy.

TOWING COSTS

If Your Vehicle is not driveable because of a Loss covered by **Section 1** or **Section 2** of this policy, We will pay the reasonable cost of removing it and towing it to the nearest secure place and any reasonable associated storage costs.

Note: If You find Yourself in a situation where You require towing, please contact Us in the first instance.

TRANSPORT HOME

If Your Vehicle is not driveable because of a Loss covered by **Section 1** of this policy, We will reimburse You the reasonable cost to:

3. transport You, Your Partner, Your Family and other passengers home, or to Your or their next immediate destination, or to provide overnight accommodation within New Zealand, and
4. transport Your Vehicle to an appropriate repairer, and
5. return Your Vehicle to Your normal place of residence within New Zealand.

VALET COSTS

We will pay the reasonable costs for cleaning and valeting Your Vehicle, up to a maximum of \$250, if Your Vehicle is broken into and damage occurs to the inside of Your Vehicle, and You have not claimed for any Loss under this policy other than the Glass benefit. You will not have to pay an Excess.





OPTIONAL BENEFITS

The following benefits are optional and only apply if they are shown on Your Policy Schedule and You have paid any additional Premium required. We reserve the right to not offer these options for any reason.

ZERO DEPRECIATION

We will not reduce the Cover Amount shown on Your Policy Schedule for a period of 36 months provided Your Period of Cover is continuous with Us, Your Vehicle is a New Vehicle and the policy started within 30 days of You originally purchasing Your Vehicle.

This benefit is not transferable should You replace Your Vehicle on this policy.

GLASS EXCESS WAIVER

If Your claim is only under **Section 1 'Glass'**, You will not pay an Excess.

LOAN CAR DUE TO LOSS

If a Loss covered by **Section 1** of this policy results in You being unable to Use Your Vehicle, We will reimburse You the reasonable cost of You hiring a replacement car while Your Vehicle is:

1. being repaired, or
2. not drivable until it is repaired, or
3. stolen and not recovered.

The benefit will cease when Your Vehicle is repaired, or your benefit limit is reached as shown in Your Policy Schedule, or Your claim for a Loss covered under Section 1 of this policy is settled as determined by Us, whichever occurs first.

The most We will pay per day, and in total per claim is the amount shown on Your Policy Schedule. This cover is subject to the following:

1. this cover is only for the costs of the hire car. It does not cover the running costs (for example, fuel) and insurance for the hire car while it is being used.
2. this cover does not apply if You are able to utilise an alternative vehicle that is free or You purchase an additional vehicle.
3. the repair of Your Vehicle must be carried out as soon as reasonably practical.

4. no benefit will be payable under this cover if the Loss covered by **Section 1** of this policy which results in You being unable to Use Your Vehicle is limited to;
 - a. glass; or
 - b. keys and locks; or
 - c. incorrect refuelling.

TRAILER COVER

Your Trailer is covered for Accidental Loss that happens during the Period of Cover in New Zealand, including while travelling between places in New Zealand.

We will pay the lesser of:

1. the cost to repair Your Trailer to substantially the same condition it was in before the Loss, and
2. the market value of Your Trailer.

The most We will pay per claim is the amount shown on Your Policy Schedule. The Trailer Cover Excess is the amount shown on Your schedule for this benefit.

ROADSIDE ASSISTANCE

You are entitled to the automotive breakdown services provided by NZ Roadside Assistance Limited (NZRA). This service does not form part of this policy. You can refer to Our website for the terms and conditions of this service.

Your no claims discount will not be affected by a claim under the Roadside Assistance Option.

Note: The Roadside Assistance services will be provided to You by NZRA directly. Our obligations under this policy are limited to making arrangements for NZRA to provide these services. We have no responsibility for the manner in which the services are performed by NZRA.





SECTION 2 – YOUR LEGAL LIABILITY COVER

We will cover Your legal liability and Your reasonable legal defence costs arising from:

1. Accidental Loss to other people's property (including loss of use),
2. Accidental Bodily Injury to any person, and
3. a sentence of reparation as provided for under section 32 of the Sentencing Act 2002,

occurring during the Period of Cover, caused in connection with Your Use of Your Vehicle in New Zealand, including transit between places in New Zealand.

To claim under this section for liability for reparation, You must:

1. tell Us immediately if You or any other person entitled to cover under this policy is charged with any offence following damage to someone else's property or Bodily Injury to another person; and
2. obtain Our written approval before You make any offer of reparation.

We will cover the legal liability and reasonable legal defence costs of any other person in connection with their Use of Your Vehicle during the Period of Cover, provided:

1. You had given Your permission for that other person's Use,
2. the other person using Your Vehicle must meet all the terms of the policy that You must meet, and
3. the other person's liability is not covered by any other insurance.

The other person's cover is on the same terms as Your cover.

YOUR EMPLOYER'S LIABILITY

We will also cover Your employer's vicarious legal liability and reasonable legal defence costs arising from You, or any other employee who has Your permission, Using Your Vehicle for the business of Your employer during the Period of Cover, provided:

1. the vicarious liability is not covered by any other insurance, and
2. the employee using Your Vehicle must meet all the terms of the policy You must meet, and
3. the Use of Your Vehicle at the time meets all the conditions of this policy that You must meet. The employer's cover is on the same terms as Your cover.

GENERAL AVERAGE AND SALVAGE CHARGES

If Your Vehicle is transported by sea between places in New Zealand during the Period of Cover, We will cover Your liability for Your share of any General Average and Salvage Charges payable in accordance with the contract of carriage.

LOSS TO OTHER PEOPLE'S PROPERTY

The most We will pay in total under **Section 2** of this policy during any 12 month period from the commencement date for Loss to other people's property is \$10,000,000 in damages and legal costs incurred by You combined. You will not have to pay an Excess.

BODILY INJURY

The most We will pay in total under **Section 2** of this policy during the Period of Cover for Bodily Injury to any person is \$1,000,000 in damages and legal costs incurred by You combined. You will not have to pay an Excess.

MAXIMUM PAYMENT FOR ANY ONE EVENT

Notwithstanding the maximum amounts set out above, the maximum amount We will pay in total under **Section 2** of this policy for any one event is \$10,000,000.

SETTLEMENT OF ANY CLAIM

At any time after We accept a claim under **Section 2**. We have the option to pay the maximum amount available under **Section 2** or any lesser amount for which the claim can be settled (including legal defence costs incurred to that date), and this payment will meet all Our obligations under **Section 2**

WHAT IS NOT COVERED?

The following exclusions apply to all parts of the policy, including Section 1 and Section 2.

VEHICLE USE

You are not covered when Your Vehicle is being used:

1. to carry, deliver, haul or tow any goods, machinery, plant or samples in connection with any business, trade or profession other than farming unless Your Policy Schedule states '**Private and Business**' Use, or
2. loaded or operated in excess of the manufacturer's recommended specifications, or loaded contrary to the law, or
3. in connection with a business and the business' ancillary plant or machinery is being operated contrary to the law, or
4. to carry fare-paying passengers, including Use as a taxi or any form of ridesharing (including shuttle vans), or for hire, or





5. for courier or delivery work, including any form of food delivery service, or
6. or driver instruction/tuition vehicles, or
7. Airside, or
8. to prepare or practice for or take part in any race, rally, pace-making or drag race, or
9. Off Road, or
10. on any racetrack.

EXCLUDED DRIVERS

This policy does not provide any cover if Your Vehicle is Used by a driver who is not listed in the **'Driver Summary'** section of Your Policy Schedule or a driver who does not meet the criteria of the **'Open Driver Range'** as described in the **'Driver Summary'** section of Your Policy Schedule, unless the driver is:

1. a person in the motor trade repairing or servicing Your Vehicle, or
2. a person providing a "Dial a Driver" service or similar service for You, or
3. a person employed by a company that holds a passenger service licence issued by NZ Transport Agency (Waka Kotahi) and is contracted to provide chauffeur services to You, or
4. a person providing a valet parking service for You, or
5. a person driving Your Vehicle to a hospital or other medical facility in the event of an emergency.

This does not apply if Your Vehicle is stolen or illegally converted and You lodge a complaint with the Police.

ALCOHOL, DRUGS AND INTOXICATING SUBSTANCES

You are not covered under this policy while Your Vehicle is being Used by anyone who:

1. has a breath/alcohol or blood/alcohol concentration that exceeds the legal limit, or
2. is under the influence of any other intoxicating substance or any drug to such an extent that they are incapable of having proper control of Your Vehicle, or
3. refuses to meet the legal obligation after an accident to undergo a breath or blood test, or fails to stop, or remain at the place of the accident.

This does not apply if Your Vehicle is stolen or illegally converted and You lodge a complaint with the Police.

CONSEQUENTIAL LOSS

You are not covered under this policy for consequential losses of any kind including loss of use, enjoyment, value, or income.

LOSS OF ELECTRONIC DATA

You are not covered under this policy for Loss of Electronic Data and any liability or defence costs arising from this, directly or indirectly caused by, or in connection with a Computer Virus. This includes loss of use, reduction in functionality, or any other associated Loss or expense in connection with the Electronic Data.

Your policy does not cover any Loss or damage of whatsoever kind arising directly or indirectly out of:

1. the corruption, destruction or alteration of or damage to data, coding, programme or software;
2. the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips or;
3. any business interruption Losses resulting therefrom.

This exclusion does not apply where such Loss or damage occurs as a direct result of physical damage which is otherwise covered by Your policy.

MODIFIED VEHICLE

You are not covered under this policy if Your Vehicle has any of the following Modifications:

1. Nitrous oxide system (NOS)
2. Roll cage
3. Racing harness

Note: If You are unsure if a Modification is covered on this policy, please contact Us to discuss.





NUCLEAR AND WAR RISKS

You are not covered under this policy for Loss, liability or defence costs connected in any way with:

1. any operations employing the process of nuclear fission or fusion, or handling of radioactive material. This includes, but is not limited to:
 - a. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices, or
 - b. the use, handling or transportation of any radioactive material, or
 - c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, or
3. civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

TAKING REASONABLE CARE

Cover may not be provided if You or any person with care, custody, or control of Your Vehicle, are in Our view reckless and this causes Loss, or do not take all reasonable care to avoid situations that could result in a claim. For the purposes of this section reckless means behaving or acting in a manner a reasonable person would have known would likely lead to a claim.

This does not apply if Your Vehicle is stolen or illegally converted and You lodge a complaint with the Police.

TERRORISM

You are not covered under this policy for any Loss, liability or defence costs directly or indirectly caused by, resulting from or in connection with:

1. an Act of Terrorism, regardless of any other cause or event contributing to the Loss, liability or defence costs, or
2. any action taken to control, prevent, suppress or do anything else in relation to an Act of Terrorism.

UNLICENSED DRIVERS

You are not covered under this policy if the driver of Your Vehicle:

1. does not comply with all of the conditions of their driver licence, or
2. is not legally allowed to drive in New Zealand.

This does not apply if Your Vehicle is stolen or illegally converted and You lodge a complaint with the Police.

UNSAFE OR UNROADWORTHY VEHICLE

You are not covered under this policy if Your Vehicle is being Used in an unsafe or unroadworthy condition, and:

1. that condition of Your Vehicle contributed to the Loss or liability, and
2. the driver was aware or should have been aware of that condition.

This does not apply if Your Vehicle is stolen or illegally converted, and You lodge a complaint with the Police.

FRAUD

This policy is cancelled, if You or anyone else claiming under this policy, takes any action or makes any statement in connection with the claim that is dishonest or fraudulent in any way.

The following exclusions ONLY apply to Section 1.

CONFISCATION

You are not covered under this policy for any Loss connected with the confiscation or destruction by the order of Government or by any person or body legally authorised to seize, confiscate or destroy Your Vehicle..

MECHANICAL OR ELECTRICAL BREAKDOWN

You are not covered under this policy for mechanical, electrical, or electronic loss to Your Vehicle however it is caused. However, We will not apply this exclusion where that Loss results in or from,

1. a fire, or
2. a collision of the Vehicle, or
3. the overturning of the Vehicle, or
4. the Vehicle's immersion in water, or
5. a flood, or
6. the intentional damage, theft or conversion of the Vehicle, or
7. earthquake, volcanic eruption, hydrothermal activity or tsunami.





TYRE DAMAGE

You are not covered under this policy for any loss to tyres caused by punctures, cuts, splits, bursts or the application of the brakes. However, this exclusion does not apply if the tyre damage arises in connection with:

1. a Loss for which a claim is payable under this policy, or
2. intentional damage.

WEAR, TEAR, DEPRECIATION AND LOSS OF USE

You are not covered under this policy for Your Vehicle for:

1. loss of use, or
2. depreciation, or
3. wear and tear or rust, of Your Vehicle or Trailer.

The following exclusions ONLY apply to Section 2.

We do not cover any legal liability or defence costs:

1. for Loss to property which You own or anyone We cover under this policy owns, or which is in Your, or anyone We cover under this policy's, possession or control;
2. for Loss to property being carried by, or in, Your Vehicle. This does not apply to a vehicle Your Vehicle is towing without reward because it is not fit to drive;
3. for Bodily Injury to You or the driver, or to any person who lives with You or the driver;
4. for Bodily Injury to any person who is a passenger in Your Vehicle, or for Loss to any property that any passenger in Your Vehicle owns or has possession or control of;
5. that exists only because You have agreed to it;
6. for any fine, or any punitive, exemplary or aggravated damages;
7. arising from legal proceedings brought in any court outside New Zealand; or
8. in connection with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the Period of Cover and is caused by an Accidental event.

WAYS THIS POLICY MAY END

This policy will end, and all cover under this policy will cease:

1. on the expiry of the Period of Cover as noted on Your Policy Schedule, or
2. if You no longer own the Vehicle, or
3. if You do not pay Your premium, or
4. if Your Vehicle cannot be Repaired and We pay You under **Section 1**, or
5. if We cancel Your policy by giving You at least 14 days written notice, commencing on the day We give such notice.





WHAT ARE MY RESPONSIBILITIES?

Your responsibilities to Us under this policy include the following.

KEEPING US INFORMED

You must tell Us all Material information before purchasing or renewing this Policy or during the Period of Cover. Material information is information which may affect Our decision on whether or not to accept Your application for insurance or to continue an existing Policy and on what terms.

In particular You must tell Us:

- About claims, including any claims that were declined by an insurance company.
- Any current or previous bankruptcy, receivership or liquidation.
- Any previous traffic violations, including speeding, reckless driving, driving under the influence of alcohol or drugs.
- If You are a parent insuring Your child's vehicle in Your name.
- Any non-factory modifications to the vehicle (whether structural, performance or cosmetic).
- About any previous accidents, or history of Your Losses, whether or not You were insured at the time.
- If the listed drivers of Your Vehicle change.
- If You start using Your Vehicle for business purposes and **'Private and Business'** is not shown on Your Policy Schedule.
- If any change to Your Vehicle substantially increases its Market Value.
- If there has been a Material change in circumstance or if there is any Material increase or alteration in the risks We cover under this policy.
- If You sell Your Vehicle and/or transfer ownership and Your interest in the Vehicle ceases.
- If You have any other insurance policy that covers Your Vehicle.
- Of any change to Your contact details, including Your correspondence address.
- Of any change to Your Vehicles kept address or the storage of Your Vehicle.

If You are unsure of what information You need to tell Us, please ask Us.

TELLING THE TRUTH

You must provide Us with full, truthful and accurate information at all times, including when applying for this insurance, when You make a claim under this policy, when You renew this policy, when You make changes to Your policy and in response to any questions We may ask of You.

You must act honestly, fairly, transparently and with utmost good faith towards Us. We will not pay any claim under this policy unless the person claiming has complied with all the terms of the policy.

WHAT HAPPENS IF I DO NOT MEET MY RESPONSIBILITIES?

If You fail to meet any or all of Your responsibilities set out above, We may do one or more of the following things:

1. Decline any claim You make.
2. Recover from You some or all of an amount We have already paid under this policy if the amount would not have been paid had You met Your responsibilities.
3. Cancel Your policy.
4. Change Your policy terms and charge You an additional premium amount calculated as the amount that would have been charged had You met Your responsibilities.
5. Treat Your policy as if it never existed (you may forfeit some or all of the premium You have paid to Us).

Should You fail to meet Your responsibilities set out in the ***'What are my responsibilities'*** above, and We decide to cancel Your policy, We will give You 14 days written notice commencing on the day We give such notice. If that occurs then we may refund any unused premium You have paid on a pro rata basis

MAKING A CLAIM

HOW DO I MAKE A CLAIM?

We operate an online claim lodgement process. To lodge a claim online simply go to the Claims Section of Our website **www.providentinsurance.co.nz** and complete the required information.

If You are unable to lodge a claim online, please call Us on 0800 676 864 and We can help You out.





WHAT YOU NEED TO DO

Should anything happen, that could result in a claim under this policy, You must:

1. Take all reasonable steps to minimise any Loss to Your Vehicle or liability to others, and prevent any further Loss or liability.
2. Take all reasonable steps to obtain the details of any other person, property or vehicle involved, and witnesses.
3. Not admit any fault or liability.
4. Tell Us about it as soon as possible.
5. Inform the Police if You believe the Loss was caused by a criminal act.
6. Not destroy or dispose of anything that is part of this claim.
7. Allow Us to inspect Your Vehicle before any permanent repairs are started.
8. Let Us know as soon as possible if You receive any request or demand or communication from anyone about a claim or possible claim against you.
9. Provide Us with any information or assistance that We reasonably require to support the claim.
10. Authorise any other party to disclose Your personal information to Us in connection with Your claim, including but not limited to cell phone and any other form of electronic data.

YOUR EXCESS

If You make a claim for Loss to Your Vehicle, We do not insure the amount of the Excess unless specifically stated in this policy. You must pay this Yourself.

The Excess applies to each Loss or series of Losses caused by the same event. This means that if there is more than one Loss, You may have to pay more than one Excess.

Your Policy Schedule shows the amount and type(s) of Excess payable.

EXCESS PROTECTION

We will refund Your Excess if an identifiable driver of another vehicle causes a Loss that is covered by this policy, provided:

1. You give Us enough information for Us to establish to Our satisfaction that the driver of the other vehicle was completely at fault, and
2. You give Us the registration number of the other vehicle and information We require to identify the driver (including name and address), and
3. You provide Us with reasonable assistance to recover Your claim from the driver of the other vehicle, or from the owner of the other vehicle.

PARTIES WITH A FINANCIAL INTEREST OVER YOUR VEHICLE

If We are advised in writing of any financial interest or security over any Vehicle covered by this policy, We may choose to pay part or all of any claim to the holder of that security, but limited to the amount of its Loss.

This payment will go towards meeting Our obligations under this policy to you.

We are also authorised by You to disclose personal information about You to anyone who holds a financial interest in Your Vehicle.

Any party who is recorded under this policy as having a financial interest in Your Vehicle is not covered by this policy and has no right to make a claim.

NO CLAIMS DISCOUNT (NCD)

1. If You have had no At Fault Losses during the Period of Cover, We may increase the NCD at the next policy renewal date.
2. If You have any At Fault Loss during the Period of Cover, We may reduce or remove the NCD at the next policy renewal date.

Your Policy Schedule shows the amount of the NCD.





OUR RESPONSIBILITIES

When You make a claim, We will:

1. explain the steps We will take while handling Your claim,
2. keep You informed of the progress of Your claim,
3. settle all valid claims quickly and fairly, and
4. clearly explain how We reached Our decision, including the reason(s) if We decline Your claim.

TIMING

When You make a claim, We will generally:

1. acknowledge receipt within five working days of receiving Your claim, and
2. determine whether or not to accept Your claim within 10 working days of the date We have all the information We need to determine Your claim.

We may not be able to meet these timeframes in certain circumstances, for example when:

1. You have a complex claim which takes Us longer to evaluate or We need information from third parties. If We cannot meet the timeframes set out above, We will explain why, tell You how long We expect it will take to determine Your claim and update You at least once every 20 working days (or at such other intervals as We agree with You), until Your claim is resolved.
2. a catastrophe or disaster strikes, and We receive a large number of claims and/or are especially reliant on third parties.

If a catastrophe or disaster strikes, We will respond to You as quickly as possible, update You at least once every 20 working days until Your claim is resolved, and prioritise Our service for Our most vulnerable customers.

SUBROGATION

Once We have accepted a claim under this policy, We are subrogated to Your rights against any party liable to you. This means that You shall assign to Us Your rights for any costs We seek to recover from those responsible for the Loss. You must:

1. cooperate with Us fully and do whatever is required to enable Us to exercise Our rights; and
2. not do anything that might prejudice or impair Our rights to recover against others.

We will act in Your name. In Your name, We can:

1. take any proceedings necessary to use Your legal right of recovery from anyone else; and
2. takeover, defend, and settle any claim against You for damages. If We act in Your name, We will do so at Our expense. You must provide all reasonable help and cooperation, at Your cost.

ASSIGNMENT

You are not allowed to assign or to attempt to assign Your policy or Your interest in this policy to any other party without Our prior written consent.

YOUR ONGOING OBLIGATIONS ONCE WE HAVE ACCEPTED A CLAIM

Once We have accepted a claim under this policy, You must:

1. Immediately tell Us if any lost or stolen property which was part of the claim is found or recovered, and hand it over to Us if We request it. We will keep any property We have paid a claim for, including any proceeds if it is sold.
2. Immediately tell Us if any person is ordered to make reparation to You for any part of the Loss for which We have paid a claim for, and reimburse the reparation to Us as soon as You receive it.





WHAT IF I WISH TO MAKE A COMPLAINT?

If You have a complaint about any aspect of this policy or the service We have provided You, please follow these steps:

1. First, please contact one of Our customer representatives on 0800 676 864.
2. If Our customer representative cannot resolve the matter, You may make a complaint by phone, email or post to Our internal Complaints Handling Service:

Attention: Internal Complaints Handling Service Provident Insurance Corporation Limited

PO Box 33 743

Takapuna AUCKLAND 0740

Email: info@providentinsurance.co.nz

If You are dissatisfied with the outcome reached by Our Internal Complaints Handling Service, You may take Your complaint to the Insurance and Financial Services Ombudsman (IFSO).

The IFSO Scheme is a free and independent complaints resolution service which deals with certain types of complaints about personal insurance and other financial services.

If the IFSO has the ability to consider Your complaint and makes a decision, We are bound by that decision.

For further details about how Our Complaints Resolution Process works please refer to Our website.

FAIR INSURANCE CODE

As a member of the Insurance Council of New Zealand, We must comply with the Fair Insurance Code, which sets service standards for insurance companies.

We have certain responsibilities to You, such as acting fairly and openly in all Our dealings with You and giving You clear information when You make a claim.

You can request a copy of the Fair Insurance Code from Us at any time.

YOUR PERSONAL INFORMATION

We know that how We collect, use, disclose and protect Your information is important to You, and We value Your trust. That is why protecting Your information and being clear about what We do with it is a vital part of Our relationship with You. We collect personal information We need from You during Your interactions with Us and from Others with Your consent in providing You with this policy, in order to:

1. Evaluate Your application for insurance under this policy.
2. Set Your premium and Excess.
3. Assess and process claims You make.
4. Provide You with information on Our other related products and services, or for other purposes if permitted by law.

We are the intended recipients of Your personal information and will hold this information at Takapuna Beach Centre, Level 1, 61 Hurstmere Road, Takapuna, Auckland 0622

We are required to collect Your personal information under Your legal duty (as a person seeking insurance) to tell Us (as an insurer) Material facts relevant to the insurance You seek. It is up to You to supply Us with this information.

However, if You choose not to provide all or any part of the information We request from You, Your application for insurance under this policy may be denied, or Your claims may not be paid out.

We may provide Your personal information to third parties to the extent necessary to provide the benefits available to You under the policy, including, but not limited to: NZ Roadside Assistance Limited, authorised repair facilities, the dealer who sold You Your Vehicle, any financier of the Vehicle, other insurers of Your Vehicle, Our legal advisers, Our agents and assessors, and other similar entities. We may also share Your information with third parties if required by law.

We generally record inbound and outbound telephone calls for operational and training purposes.

We take reasonable steps to ensure Your personal information is safe. You can contact Us about the information We hold about You, to request a copy, and correct or delete under certain circumstances the information We hold about You.

FINANCIAL STRENGTH RATING

Provident Insurance Corporation Limited's financial strength rating at the date this policy was entered into is set out in Your Policy Schedule.





DEFINITIONS

Certain words used in this Policy have a special meaning as follows:

You, Your and Yourself

We mean the persons identified as Insured Name(s) on the Policy Schedule.

We, Our and Us

We mean Provident Insurance Corporation Limited, except in relation to the roadside assistance cover.

Accessory or Accessories

Any addition, fitting or attachment installed in or on Your Vehicle that is not supplied or fitted as standard equipment by the original manufacturer of Your Vehicle, that does not change the structure of Your Vehicle, enhance the performance and is not strictly necessary for it to function as a vehicle.

Accessories include, but are not limited to;

1. roof racks;
2. towbar;
3. child restraints or seats;
4. first aid kit, torch, fire extinguisher; and
5. audio, radio, entertainment and communication equipment.

Note: Accessories do not include any personal and household items, such as, but not limited to clothing, sports equipment, tools (whether or not they are used or carried for Your business, profession or occupation), glasses, mobile phones, computer equipment.

Accidental

Means sudden, unexpected and unintended Loss.

Act of Terrorism

An act by any person or group(s) that includes (but is not limited to) the use of force or violence and/or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s). By its nature or context, this act is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to make the public, or any section of the public, afraid.

Agreed Value	Means the Cover Amount agreed by Us at the time of insuring Your Vehicle or at any renewal as shown in Your Policy Schedule.
Airside	Means that the vehicle is either on or in the immediate vicinity of a landing strip or area used by aircraft (fixed or rotary).
Approved Repairer	A repairer, or network of repairers approved by the Vehicle distributor to undertake collision repairs for Your Vehicle make and model.
At Fault	Means based on the information reasonably required and provided to Us in support of Your claim, We determine that You caused or contributed to the Loss.
Bodily Injury	Bodily Injury to any person, including sickness, disease, disability, shock, fright, mental anguish, mental injury or death..
Computer Virus	A set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to Trojan Horses, worms and Time or Logic Bombs.
Cover Amount	The Cover Amount shown in Your Policy Schedule.
Electronic Data	Facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Excess	The policy Excess shown in Your Policy Schedule.
Family	Any member of Your family who lives with You





Franchise Dealer	A motor vehicle dealer who holds, or held as at the date of purchase of the Vehicle, the right as allocated by the Vehicle distributor to sell the Vehicle.
Loss or Losses	Physical loss or physical damage.
Market Value	The reasonable cost to purchase a vehicle on the retail market which is the same year, make, model and specification as Your Vehicle, has done the similar mileage, and is in the same general condition.
Material	Shall mean facts that would have influenced the judgment of a prudent insurer in fixing the premium or in determining whether it would have taken or continued the risk upon substantially the same terms.
Modification	Any change to Your Vehicle that is different from the manufacturer's original specifications or recommendations and is not an Accessory.
New Vehicle	A Vehicle purchased by You from a Franchise Dealer in New Zealand that has not previously been registered in New Zealand or overseas, or it is only previous registration in New Zealand was to the Franchise Dealer, the Vehicle has travelled less than 5,000 kilometres prior to it being registered to You and is less than 6 months since its New Zealand registration date.
Off Road	Not a legally recognised road, such as beaches, off roading tracks or courses, open land, sand dunes, riverbeds or unsealed surfaces. This exclusion does not apply for Use on a recognised boat ramp launching or retrieving a marine vessel from a suitable trailer, a surface usually used as a car park, or a surface designed to access a property.
Partner	Your husband or wife, partner in a civil union, de facto or person who You are living with in the nature of a marriage.
Period of Cover	The Period of Cover shown on the Policy Schedule, which shows when Your policy starts and ends, unless the policy has ended earlier for any reason.
Permanent Total Loss	Means permanent total loss as certified by a registered medical practitioner.

Policy Schedule	The most recent Schedule to this policy issued by us.
Principal Driver	The principal driver named in the schedule.
Provident Insurance	Provident Insurance Corporation Limited, the underwriter of this policy and a licensed insurer by the Reserve Bank of New Zealand under the Insurance (Prudential Supervision) Act 2010.
Trailer	Any domestic general use trailer that You own or that is in Your care, excluding contents, and is not covered by any other insurance. It does not include a boat trailer, camper trailer, caravan or horse float, or a trailer than cannot be towed by Your Vehicle.
Use	Includes any driving, parking or storing of the Vehicle.
Vehicle	The motor vehicle as shown in the Policy Schedule, which You own, lease or are buying under a finance agreement.





Provident Insurance Corporation Limited,
Takapuna Beach Centre, Level 1, 61 Hurstmere Road,
Takapuna, Auckland 0622, New Zealand
Email: mvi@providentinsurance.co.nz
Phone: 0800 676 864

www.providentinsurance.co.nz



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