

thrifti
motor
policy



welcome!

This is **your** FinTel Motor Policy which is made up of the wording contained in this policy booklet and the **proposal confirmation** completed from the information **you** have provided to **us**.

You should carefully check the details contained in these documents because they are the terms and conditions that apply to **your** policy. If there is an error of any sort, or if **your** needs are not met or if **you** are in doubt then please contact **us** on 0800 FINTEL. **We** will be happy to assist **you**.

The extra cover provided under the Special Benefits and Optional Special Benefits is also subject to the general conditions, exclusions, obligations and limits of this policy. If **you** have cover with **us** under another policy for any of the Special Benefits or Optional Special Benefits then **our** maximum combined liability is limited to the sum insured shown for that benefit in this policy.

With this policy booklet, **we** have also enclosed the **proposal confirmation** which is the record of information **you** provided to **us** over the phone. **You** should check immediately that all the information provided is correctly recorded. If it is not, **you** should advise **us** immediately and **we** will record the corrections and if necessary send **you** a revised **proposal confirmation**.

our guarantee

If within 30 days of the commencement of cover **you** are not completely happy with **your** policy and **you** have suffered no loss or damage and incurred no liability during this period, **we** will refund **your** paid premium in full and cancel **your** policy with effect from the commencement date.

Underwritten by TOWER Insurance New Zealand Limited

contents of this policy wording

Meanings of Words	6
What you must tell us	7
What your vehicle is insured for	7
What Special Benefits you are insured for:.....	8
Choice of repairer	8
Damage by an uninsured vehicle	8
One event - one excess	8
Replacement vehicle	8
Salvage costs.....	8
Security alarm	8
Optional Special Benefits:	9
No excess	9
Windscreen and window glass	9
Liability Protection	9
What Special Benefits you are insured for under Liability Protection	10
Bodily injury	10
Marine “general average”	10

What you are not insured for	10
How to make a claim	13
How we will look after your claim.....	14
How we will settle your claim	15
What your vehicle will be used for	15
How to pay the premium for this policy.....	16
Cancelling this policy.....	17
Making changes to this policy.....	17
Modifications to your vehicle	18
Replacement parts.....	18
Other insurance	18
Automatic reinstatement	18
Jurisdiction	19
Currency and taxes	19
How to contact us	19
If you have a problem	19

meanings of words

In this insurance some words have special meanings. In these cases **we** have printed the word in bold. So, where any words appear in the policy booklet in bold where they would not normally appear, **you** should check below to see whether they have a special meaning.

- **“Bodily injury”** means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.
- **“Excess”** means the amount of any claim which **you** must bear. The amounts are shown in the **proposal confirmation** and this policy booklet.
- **“Market value”** means the value of **your vehicle** immediately prior to any claim as assessed by a motor vehicle valuer approved by **us**.
- **“Proposal confirmation”** means the proposal confirmation first issued to **you** or the current renewal confirmation whichever applies and any endorsement confirmations that have been added during the period of insurance.
- **“Vehicle”** means the vehicle (including trailers and caravans) shown in the **proposal confirmation** including spare parts and attached equipment and accessories.
- **“We,” “us” or “our”** means FinTel except in the section “If **you** have a problem” on page 19 where this definition means TOWER Insurance New Zealand Limited as the underwriter of this policy.
- **“You or “your”** means the person(s) named in the **proposal confirmation** as the insured. Where **you** jointly own the **vehicle**, this policy insures **you** jointly.

what you must tell us

We would like to point out some of the important obligations you have.

It is essential all statements made are correct. We must receive all relevant information. This means that **you** must tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you**. If any circumstances change or may change during the time **we** provide **your** insurance **you** must tell **us**. Examples of a change in circumstances or any other information may include:

- any modifications or changes to **your vehicle** that are different from the manufacturer's standard specifications;
- if anyone becomes a new regular driver of **your vehicle**;
- if **you** or anyone who may drive **your vehicle** commits, is charged with, or convicted of, any criminal offence or traffic offence, other than parking infringements.

These examples are a guide only. If **you** are in any doubt **you** should disclose information, whether or not **we** have asked questions that relate to it. If **we** are not told **we** have the option to decline any claim, or avoid this policy from the date of the change.

what your vehicle is insured for

Sudden and unforeseen accidental physical loss or damage caused by fire, theft or illegal conversion.

what special benefits you are insured for

CHOICE OF REPAIRER

If **your vehicle** suffers loss or damage for which a claim is accepted (other than windscreen or window glass) and **we** choose to repair **your vehicle**, **you** can nominate a repairer of **your** choice to complete the repairs.

DAMAGE BY AN UNINSURED VEHICLE

We will pay up to \$3,000 for repairs to **your vehicle** if it is damaged in an accident and **we** have accepted **your** claim if:

- **you** have identified the party at fault, i.e. name, address, phone number, make, model and registered number of their vehicle; and
- it is proven that the other party was totally at fault and their vehicle was uninsured.

ONE EVENT – ONE EXCESS

If **your vehicle** suffers loss or damage for which a claim is accepted and at the same time **we** accept a claim for loss or damage to **your** house or contents that are also insured by **us**, **we** will only deduct one excess and that will be the highest excess applicable.

REPLACEMENT VEHICLE

If **you** replace **your vehicle**, **we** will hold the replacement vehicle covered for 30 days from the date of replacement.

SALVAGE COSTS

If **your vehicle** is unable to be driven and **we** have accepted a claim **we** will pay for the reasonable cost of removing it to the nearest repairer or place of safety.

SECURITY ALARM

If **your vehicle** is stolen and at the time it was fitted with an operating and activated security alarm or electronic engine immobiliser **we** will not deduct any **excess** and **you** will not lose **your** No Claims Bonus.

Optional Special benefits

NO EXCESS

If **you** have selected this benefit and **your vehicle** is being driven by any driver aged 25 or over or is stolen **we** will not deduct any **excess** in the event of a claim.

WINDSCREEN AND WINDOW GLASS

If **you** have selected this benefit and **your vehicle** suffers accidental breakage of its windscreen, windowglass or sunroof **we** will pay for their repair or replacement without deducting any **excess** and **you** will not lose **your** No Claims Bonus.

liability protection

We will cover **you** for up to \$500,000 for **your** legal liability for claims made on **you** for property damage as a result of accidents involving **your vehicle**, or any vehicle **you** are using with the owner's permission.

We will only pay for claims relating to accidents which happen during the period of insurance.

We will also cover any other person using **your vehicle** with **your** permission provided that person:

- was not insured under another policy;
- has not been refused insurance in the last 5 years;
- has not had a policy cancelled or claim declined by any insurance company in the last 5 years.

If **you** have liability cover under any other policy then **our** maximum combined liability under all policies is \$500,000.

what special benefits you are insured for under liability protection

BODILY INJURY

Liability protection is extended to cover **your** liability up to \$100,000 arising from **bodily injury**.

MARINE “GENERAL AVERAGE”

We will pay for any costs which **you** may become legally liable to pay as a result of deliberate loss or damage incurred in time of danger to prevent the loss of a ship and/or cargo while **your vehicle** is being carried by that ship between ports in New Zealand.

what you are not insured for

General Exclusions

1. The **excess**.
2. Any **loss, damage or liability while your vehicle is:**
 - outside New Zealand;
 - on hire;
 - being tested for or in preparation for or engaged in racing, pacemaking, hill climbing, off roading, reliability trials, rallying or speed tests;
 - being used otherwise than described in the section of this policy - What Your Vehicle Will Be Used For or not being used for the purpose it was designed or not as a vehicle as defined in the Transport Act 1962 or any amendments;
 - in an unsafe condition;
 - being driven by or in the charge of any person who:

- does not have a licence which is in full force and effect to drive **your vehicle** at the time and place of the accident;
- is not complying with the conditions of their licence;
- has a proportion of alcohol in their blood or breath which exceeds the legal limit prescribed;
- is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means that **your** claim may be declined even if the driver of **your vehicle** is under the legal limit prescribed;
- following an event resulting in a claim under the policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
- is convicted of any alcohol or drug related offence arising from circumstances resulting in any claim under this policy;
- leaves the scene of the accident when it is an offence to do so.

This exclusion does not apply to claims for loss or damage to **your vehicle** when the person who is in charge of **your vehicle** has stolen it.

3. Any loss, damage or liability arising from, or claim for:

- any unreasonable, criminal, reckless or wilful act or omission. This exclusion does not apply to any person who is in charge of **your vehicle** after stealing it;
- any time or date device or any item of which it forms a part (including the **vehicle** itself), arising from its failure to recognise any date, character or value as the correct date, character or value (e.g. Year 2000), however **we** will pay for any loss or damage which it causes to any other item;

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection, military or usurped power;
- nuclear weapons material or ionising radiation or contamination by radio-activity from any nuclear waste or from the combustion of nuclear fuel including any self-sustaining process of nuclear fission or fusion;
- confiscation or requisition by order of any public authority;
- geothermal activity;
- loss of use of **your vehicle**, depreciation, wear and tear, action of sunlight, existing defects;
- personal injury as defined and/or for which cover is provided under the Accident Rehabilitation and Compensation Insurance Act 1992;
- aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders.

4. Any loss or damage to:

- any accessory or set of accessories that are not standard with the **vehicle** when new if their total value is over \$1,000 unless shown in the **proposal confirmation**;
- tyres unless there is other damage to **your vehicle** for which a claim is payable;
- or failure or breakage of the engine, transmission, mechanical, electrical or computer systems unless it occurs as a result of other damage to **your vehicle** for which a claim is payable.

5. Liability for:

- **bodily injury to you** or any person who is in charge of **your vehicle**;
- loss of or damage to property belonging to or under the care, custody or control of **you** or **your** driver or being conveyed in or loaded or unloaded from **your vehicle**. However this exclusion does not apply to any

disabled vehicle being towed by **your vehicle** for no financial gain or reward;

- loss or damage if **you** or **your** driver have agreed with any party to accept responsibility for any loss or damage for which the law would not otherwise hold **you** or **your** driver responsible.

how to make a claim

It is important that **you** tell **us** immediately **you** become aware of any circumstances which may result in a claim.

You can do this by contacting **us** TOLL FREE 24 Hours on **0800 654 743**.

You may be asked to provide a written statement. If **you** are, **we** must receive that statement within 30 days.

Some of your other important obligations are

You or the person in charge of your vehicle must:

- ensure **your vehicle** is securely locked when left unattended;
- not make a claim that is false or fraudulent in any way;
- inform the Police if it appears that there has been arson, theft, burglary or malicious damage;
- provide **us** immediately with full particulars of any claim made against **you** by another person and all legal documents served on **you** and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of the defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence;
- allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;

- allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have and **you** must cooperate fully in any recovery action;
- take all steps which **we** consider reasonable to prevent further loss or damage;
- allow **us** to inspect the damaged **vehicle** and deal with salvage in a reasonable manner. No property may be abandoned to **us**;
- comply with all **our** requests relating to **your** claim including providing all cooperation, information and assistance;
- not start repairs to **your vehicle** without **our** prior approval;
- not discuss a claim made on **you** by another person with them. Instead, refer them to **us**.

You must establish that **you** have complied with all **your** obligations under this policy and that none of the exclusions apply.

Otherwise **we** can decline **your** claim and/or recover any payment already made.

how we will look after your claim

Once we receive advice of your claim we:

- will acknowledge that **we** have received it and ask **you** for any further information or assistance **we** may require to enable **us** to consider **your** claim;
- may appoint an assessor to look after **your** claim.

how we will settle your claim

We will arrange for the repair, replacement or pay for the loss, once **your** claim has been accepted.

We may choose to repair the damage or to pay the amount of the loss up to the **market value** of **your vehicle**, or the sum insured shown in the **proposal confirmation** whichever is less.

If **you** pay **your** premium by instalments and **your vehicle** is a total loss **you** must pay the rest of the annual premium before **we** settle **your** claim.

We may make payment to an interested party (finance company etc) if **you** have one registered on **your vehicle**. Their receipt will discharge **us** completely.

We will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims under liability protection plus any costs and expenses awarded against **you**.

In all cases **we** will not pay more than the **market value**, or the sum insured shown in the **proposal confirmation** or this policy booklet.

what your vehicle will be used for

We insure **your vehicle** only while it is being used:

- for social, domestic and pleasure purposes;
- for professional, business or farm purposes including carriage of goods for farm purposes;
- by religious, social welfare or youth organisation workers in the course of that work.

But excluding:

- use in connection with motor trades, any form of selling and/or collection, insurance assessing, motor driving instructions for reward, carriage of goods or samples in connection with any trade or business, hire and carriage of fare paying passengers, or a stock and station agency. However this exclusion does not apply to any **vehicle** which is shown in the **proposal confirmation** as being covered for business use and for which **we** have received the appropriate business use premium.

how to pay the premium for this policy

You may pay the premium on this policy either monthly or annually.

PAYING MONTHLY

If **you** wish to pay the premium monthly this is done by Direct Debit directly out of **your** bank account. Please phone **us**, **we** will be happy to discuss the procedures with **you** and send **you** the forms that are required to be completed by **you** and **your** bank.

PAYING ANNUALLY

If **you** wish to pay **your** premium annually **you** can do this either by cheque or the following debit/credit cards:

Bankcard

Mastercard

Visa

Fastphone (ASB Bank)

Telebank (WestpacTrust)

Handyline (WestpacTrust)

If **you** wish to use one of the above methods to pay **your** annual premium **you** can do this by phoning **our** customer service line 0800 654 742 and giving **our** operator the details over the phone.

PAYMENT BY CHEQUE

If **you** indicated when **you** bought this policy that **you** wished to pay annually by cheque **we** have enclosed a stamped self addressed envelope for **you** to use to forward **your** cheque to **us**. When **we** send **you your** renewal confirmation **we** will also enclose a stamped self addressed envelope for **you** to use.

cancelling this policy

You may cancel this policy at any time by writing to **us**. **We** will refund 80% of **your** unused premium. **We** may cancel this policy at any time by writing to **your** postal address for this policy on **our** records. The letter will contain at least 14 days notice. **We** will refund **your** unused premium.

If **you** make a claim which is false or fraudulent in any way **we** may avoid **your** policy or cancel it effective immediately.

Your policy is automatically cancelled if **your vehicle** is a total loss and no refund of premium is given however **you** may apply to **us** to insure **your** replacement vehicle.

making changes to this policy

You can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect. **We** can, in exceptional circumstances, alter the terms of this policy by writing to **your** postal address for this policy on **our** records and the change will take effect 14 days after the date of that letter from **us**.

modifications to your vehicle

Unless shown in the **proposal confirmation** it is agreed by **you** that **your vehicle** complies with the makers' standard specifications for the model and year of manufacture and has not been modified in any way. A conversion of **your vehicle** to run on CNG, LPG or Bio Gas will not be a breach of this policy as long as the conversion complies with the appropriate New Zealand Standard and has a current Certificate of Fitness.

replacement parts

We will pay for any part or accessory not currently available in New Zealand up to the last known price list in New Zealand when the part was available or for the part's closest New Zealand equivalent whichever is less. **Your vehicle** is not covered for:

- freight and other costs to import parts or accessories from outside New Zealand;
- any costs due to the inability to match existing paint;
- costs to replace any part or accessory that has not suffered accidental damage.

other insurance

We will only pay over and above the cover provided by any other policy.

automatic reinstatement

In the case of partial loss or damage to **your vehicle** **we** will pay the premium to reinstate **your** insurance after **we** meet any claim.

jurisdiction

The laws of New Zealand apply to this policy. The New Zealand Courts have exclusive jurisdiction in relation to legal proceedings about this policy.

Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

currency and taxes

All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand.

how to contact us

For new policy sales and enquiries –

Telephone: 0800 FINTEL (0800 801 801)

For policy administration/accounts –

Telephone: 0800 654 742

For claims – **Telephone: 0800 654 743**

if you have a problem

While **we** make every effort to get things right, problems may sometimes occur. **We** have in place a complaints procedure that is intended to resolve any problem quickly and fairly.

In the first instance **you** should contact the FinTel Service Centre Manager on **0800 654 742**. If the Service Centre Manager is unable to resolve the problem to **your** satisfaction **you** may request a copy of the complaints procedures by contacting **us** on the same phone number **0800 654 742**.

You will now have read your Policy.

We remind you that it provides cover for loss or damage to your vehicle due to certain specified events and is less comprehensive than our Maxi Motor Policy.

If you wish to discuss your Policy or would like information on the Maxi Motor Policy please call us Toll Free on 0800 654 742.

**SAVE TIME AND MONEY
ON INSURANCE**

Call FinTel Now

0800 FINTEL

0800 801 801

SALES ENQUIRIES

0800 654 742

POLICY ADMINISTRATION/ACCOUNTS

0800 654 743

CLAIMS

Or visit our web-site

www.fintel.co.nz

For your added protection, all telephone calls will be recorded and the recording kept secure. We may also monitor telephone calls with the aim of improving our service to you.

FinTel™
from TOWER