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# BMW & MINI

MOTOR VEHICLE INSURANCE

**BMW  
GROUP**  
Financial Services





**POLICY SCHEDULE TO BE AFFIXED HERE**

## CONTENTS

This booklet contains all the important information **you** need to know about **your** BMW and Mini Motor Vehicle Insurance. It lets **you** know what's covered, and what's not, so be sure to read it carefully, let **us** know if there is anything **you** want explained and keep it in a safe place. As a member of the Insurance Council of New Zealand, **we** are committed to complying with the Fair Insurance Code. **You** can access a copy of the Fair Insurance Code at any time at [icnz.org.nz](http://icnz.org.nz).

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**You** will note that some words in **your** policy are in **bold**. These words are defined in the Definitions section.

For claims and general enquiries, please call **us** on our freephone: **0800 676 865** or email [posm@providentinsurance.co.nz](mailto:posm@providentinsurance.co.nz)





## INFORMATION ABOUT YOUR POLICY

### WHAT YOUR INSURANCE POLICY CONSISTS OF:

Your **policy** consists of:

1. the information **you** provided in the application for insurance, and
2. this policy wording, including the **schedule**.

### YOU CAN CHANGE YOUR MIND IN THE FIRST 14 DAYS

Please read the policy carefully. If **you** are not satisfied with the policy, **you** can change **your** mind and cancel it, but **you** must tell **us** within 14 days of the **commencement date**.

**We** will cancel it retrospectively and refund in full any premium that **you** have paid. **You** will not be able to make a claim under the policy.

### WHAT YOU NEED TO TELL US

**Your** policy is based on the information **you** supplied to **us** as part of **your** duty of disclosure.

That duty requires **you** to tell **us** about any circumstance that would influence a prudent insurer's decision whether to accept **your** application for insurance, and if so, on what terms. For example, **you** must tell **us** about:

1. any criminal convictions, subject to the Criminal Records (Clean Slate) Act 2004,
2. any previous refusal by an insurance company to insure **you**,
3. any previous claims, including any claims that were declined by an insurance company,
4. any current or previous bankruptcy, receivership or liquidation,
5. any previous traffic violations including speeding, reckless driving, drink-driving or drug driving,
6. if you are a parent insuring **your** child's vehicle in **your** own name,
7. any non-factory modifications (whether structural, performance or cosmetic) to the vehicle,
8. any previous accidents, or history of **your** losses, whether **you** were insured at the time or not.

**You** also have this duty every time **your** policy renews, and when **you** make any change to it.

If **you** do not comply with **your** duty of disclosure, **we** may refuse to pay all or part of **your** claim or **we** may even cancel **your** insurance from the start date of your policy.

### KEEPING US INFORMED

While this policy continues **you** must keep **us** informed of changes in **your** circumstances. For example **you** must immediately tell **us**:

1. if any of the information provided in **your** application for insurance changes,
2. if any of the **principal drivers** of **your vehicle** change,
3. if **your vehicle** will be used for business purposes and “Business Use” is not shown in the **schedule**,
4. of any change to **your vehicle** that substantially increases its **market value**,
5. if there has been a material change in circumstances since the **commencement date**,
6. if **you** sell the **vehicle** or **your** interest in the **vehicle** ceases,
7. of any change to **your** contact details, including **your** residential address.

### TEMPORARY COVER WHEN CHANGING YOUR VEHICLE

When **you** replace **your vehicle**, **you** are automatically covered for up to 7 days on the same terms that applied to the **vehicle you** are replacing. **You** will be covered for the purchase price paid for the replacement **vehicle**, up to a limit of \$150,000.

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

### KEEPING YOU INFORMED

While this policy continues **we** must keep **you** updated on **your** insurance. For example, **we** must tell **you**:

1. if **we** change the terms of **your** policy,
2. if **we** add new terms to **your** policy,
3. about any other changes to **your** policy,
4. before **your** policy renews, how much **your** new premium will be.

## THE DRIVER OF YOUR VEHICLE AND ITS USE

### THE DRIVER OF YOUR VEHICLE

This section gives important information about the **use** of **your vehicle** that **you** must know about. **You** should also refer to the section headed “Policy Exclusions” for information on general exclusions to **your** policy.

The cover under this policy applies if **your vehicle** is **used** during the **period of cover** by:

1. **you** or a named driver specified in the **schedule**, or
2. if there are no named drivers specified in the **schedule**, **you** or any person with **your** consent.





**You** and any person named as a driver in the schedule, or if there are no named drivers specified in the **schedule**, **you** and any person driving the **vehicle** with **your** consent, must at all times while driving **your vehicle** take all reasonable care to avoid situations that could result in a claim.

Cover may not be provided if **you** or any person named as a driver in the **schedule** or, if there are no named drivers specified in the **schedule**, **you** or any person driving the **vehicle** with **your** consent, are reckless or grossly irresponsible.

### **DRIVERS UNDER 25**

Unless an option to allow drivers aged under 25 has been taken and/or a named driver who is under 25 is shown in the **schedule**, this policy does not provide any cover if **your vehicle** is **used** by a driver who is aged under 25, 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 the New Zealand Transport Agency 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.

### **USE OF YOUR VEHICLE**

#### **What is covered**

This policy provides cover when the **vehicle** is being **used**:

1. for private, social, domestic or pleasure purposes (including community work), or
2. in connection with a business, occupation or profession, provided the person **using** the **vehicle** is not **using** it in their capacity as
  - a) courier driver,
  - b) delivery person, or
  - c) taxi driver.

#### **What is not covered**

**You** are not covered when **your vehicle** is being:

1. **used** 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** schedule states “Business” use, or
2. **used** or loaded or operated in excess of the manufacturer’s recommended specifications, or loaded contrary to the law, or
3. **used** in connection with a business and the business’ ancillary plant or machinery is being operated contrary to the law, or
4. **used** to carry fare-paying passengers (except when car pooling or car sharing) or for hire, or
5. **used** to prepare or practice for or take part in any race, rally, pace-making or drag race, or
6. **used** on any race track.

## SECTION 1 - VEHICLE COVER

### WHAT WE COVER

**Your vehicle** is covered for sudden **accidental loss** that happens during the **period of cover** in New Zealand, including whilst in transit between places in New Zealand.

### WHAT WE PAY

#### *If your vehicle can be repaired:*

If **your vehicle** is economic to repair in **our** opinion, **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.

If we repair **your vehicle**, we will, at our discretion, use an **approved repairer** or a repairer of your choice. To ensure maintenance of the manufacturer's warranty, we will repair it using genuine manufacturer's parts which are consistent with the age and general condition of your **vehicle**.

The most **we** will pay is the **cover amount** shown in the **schedule**.

#### *If your vehicle is uneconomic to repair:*

If **your vehicle** is **uneconomic to repair**, at **your** option **we** will:

1. For **new vehicles**, provided the **cover amount** shown in the **schedule** is the same as the initial purchase price of **your vehicle** then **we** will replace it with a new one of the same model and specification (or near equivalent if your **vehicle** is no longer available in New Zealand), subject to the loss occurring within 36 months of **you** buying the **vehicle**, and:
  - a) where the **cover amount** shown in the **schedule** is less than or equal to \$100,000, the **vehicle** having travelled less than 100,000 kilometres, or
  - b) where the **cover amount** shown in the **schedule** is greater than \$100,000, the **vehicle** having travelled less than 60,000 kilometres, and
  - c) the maximum **we** will pay for the replacement vehicle is the **cover amount** shown in the **schedule** or the purchase price of the replacement vehicle, whichever is the lesser, or
2. For **used vehicles** purchased from a **franchise dealer**, provided the **cover amount** shown in the **schedule** is the same as the initial purchase price of **your vehicle**, and where the loss happened within 12 months of **you** buying the **vehicle** from them, we will pay you the **market value** or the purchase price you paid when buying the **vehicle**, whichever is greater, or





3. In any other circumstances (including where **you** qualify for option 1 or 2 but wish to be paid out under this option 3 instead), pay **you** the lesser of:
  - a) the **market value of your vehicle**, and
  - b) the **cover amount** shown in the **schedule**.

If the **schedule** shows a specific limit for any part of **your vehicle** then this is the most **we** pay.

When **we** settle **your** claim because **your vehicle** is **uneconomic to repair**:

- a) in relation to a policy where the **period of cover** is 12 months or less, **we** keep any premiums already paid;
- b) in relation to a policy where the **period of cover** is for three years, **we** will refund any unused premium on a pro rata basis that relates to periods after the next 12 month anniversary of the **commencement date** and **we** will keep the balance of the premium already paid;
- c) this policy ends; and
- d) **we** become the owner of **your vehicle**.

#### **ACCESSORIES**

The most **we** will pay in total for all **accessories** is the amount shown in the **schedule** or \$2,000, whichever is the greater.

#### **WHAT WE DON'T PAY**

**We** will not pay for the following:

1. The cost to repair or replace any part that was not damaged.
2. The cost to airfreight parts to New Zealand from overseas.

#### **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 fitting.

#### **WINDSCREEN AND WINDOWS**

If **your** claim is only for **accidental loss** to windscreens, windows, the sun-roof, headlights, headlight protectors or tail lights of **your vehicle**, unless otherwise stated in the **schedule**, **you** will not have to pay an **excess**.

#### **ADDITIONAL COSTS COVER**

If **we** have agreed to pay a claim for **loss** covered by Section 1 of this policy, **we** will pay the following additional costs. These costs are paid in addition to the amount set out under "What We Pay".

## ACCIDENTAL DEATH AND PERMANENT DISABLEMENT BENEFITS

We will pay to **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;

- a) the **vehicle**; or
- b) any other vehicle with the owner's consent provided the use of that other vehicle meets all the requirements of this policy and **you** meet all the requirements of this policy (where, in each case, the requirements of this policy are applied as if any reference to **vehicle** in this policy was a reference to that other vehicle).

The most that **we** will pay in total during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** is \$10,000. If more than one person is entitled to this benefit **we** share the \$10,000 between them in proportion to the event(s) suffered.

### 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 a maximum of \$1,500 for any one event.

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

A \$100 **excess** applies to this Incorrect Refuelling cover.

**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.





### KEYS AND LOCKS

If any of the keys to **your vehicle** are:

1. lost or stolen during the **period of cover**, or,
2. 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, and
  - replace coded keypads and coded alarms.

The most **we** will pay in total during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, in any 12 month period from the anniversary of the **commencement date** is \$1,000. A \$100 **excess** applies.

### MANSLAUGHTER DEFENCE COSTS

**We** will pay **your** reasonable costs of legal representation:

1. to defend any charge of manslaughter or driving causing death brought against **you** as a result of a **loss** covered under this policy, or
2. at any inquiry or coroner's inquest in connection with a death, resulting from:
  - a) **you** or **your partner** driving the **vehicle**, or
  - b) any member of **your family** driving **your vehicle** with **your** permission.

The most **we** will pay in total during any 12 month period from the **commencement date** is \$10,000. No **excess** applies.

### PREMIUM CREDIT

Where your **vehicle** is uneconomic to repair and **we** accept a claim under this policy and the replacement vehicle is insured with **us**, **we** will credit the unused premium towards insurance on the replacement, provided that:

1. the person driving the **vehicle** at the time of loss was not at fault; and
2. **we** are able to identify the at fault driver who caused the loss.

This benefit applies only once during any 12 month period from the commencement date.

### RENTAL VEHICLE

If you hire a vehicle in New Zealand and do not arrange separate insurance cover for it, **we** will cover **your** liability :

1. To the owner of the vehicle against:

- a) loss that would be covered under Section 1, subject to **our** liability not exceeding the lesser of the **market value** of your **vehicle** or \$100,000 for any one vehicle; and
  - b) consequential losses caused by this loss, subject to **our** liability not exceeding the lesser of the **market value** of your **vehicle** or \$50,000 for any one loss; and
2. To other parties to the extent that such liability would be covered under Section 2.

**Your excess** as shown in the **schedule** is payable.

### LOSS OF USE

If a **loss** covered by Section 1 of this policy results in **you** being unable to **use your vehicle**, **we** will cover the reasonable cost of **you** hiring a replacement vehicle 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** 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 in total during any 12 month period from the commencement date is shown in the **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. The hire car must be of a model and specification no greater than **your vehicle**.
3. This cover does not apply if **you** are able to utilise an alternative vehicle that is free or **you** purchase an additional vehicle.
4. The repair of the **vehicle** must be carried out as soon as reasonably practical.
5. 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 Windscreen and Windows and/or Keys and Locks cover.

### 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 the New Zealand Fire Service is authorised to recover from **you** as a result of a hazardous substance emergency,

that arises as a result 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.

### TRANSPORT HOME

If **your vehicle** is not driveable because of a **loss** covered by Section 1 of this policy, **we** will pay the reasonable cost to:

1. 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
2. transport your **vehicle** to an appropriate repairer, and
3. return **your vehicle** to **your** normal place of residence within New Zealand.

### TRAILER COVER

**Your trailer** is covered for sudden **accidental loss** that happens during the **period of cover** in New Zealand, including whilst in transit between places in New Zealand.

The terms of this Trailer Cover are identical to the terms of cover for **your vehicle** under Section 1 of this policy, except for WHAT WE PAY immediately below.

### WHAT WE PAY

**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 in total during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** is \$5,000. An **excess** of \$250 applies to this Trailer Cover.

### 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 Windscreen and Windows benefit. **You** will not have to pay an **excess**.

## SECTION 2 - LEGAL LIABILITY COVER

### WHAT WE 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), and
2. **accidental bodily injury** to any person,

occurring during the **period of cover**, caused in connection with **your use** of the **vehicle** and/or **trailer** in New Zealand, including transit between places in New Zealand.

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** the **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 the **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** the **vehicle** must meet all the terms of the policy **you** must meet, and
3. the **use** of the **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.

### *Forest and Rural Fires*

We will cover **your** legal liability and **your** reasonable legal defence costs arising out of any one event in connection with **your use** of the **vehicle** during the **period of cover**, whether or not damage to property has occurred, in respect of:

1. expenses arising and allocated by the Fire Authority under the Forest and Rural Fires Act 1977; and
2. expenses claimed by another person in order to protect their property from fire.





**We** do not cover legal liability or defence costs for:

1. levies for expenditure under Sections 44, 45, 46 and 46A of the Forest and Rural Fires Act 1977;
2. fire intentionally lit by **you** that does not comply with the Forest and Rural Fires Act 1977;
3. negligent or deliberate damage caused by **you**; or
4. fines or penalties imposed as a result of a conviction under the Forest and Rural Fires Act 1977.

References to the Forest and Rural Fires Act 1977 include any replacement Act and any subsequent amendments, and where relevant, any other statutory or local body requirement governing the lighting of fires.

### **WHAT WE PAY**

#### ***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** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** for **loss** to other people's property is \$5,000,000. This includes legal defence costs. **You** will not have to pay an **excess**.

#### ***Bodily injury***

The most **we** will pay in total under Section 2 of this policy during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date** for **bodily injury** to any person is \$1,000,000. This includes legal defence costs. **You** will not have to pay an **excess**.

#### ***Forest and Rural Fires***

The most **we** will pay in total under Section 2 of this policy during any 12 month period from the **commencement date** or, in relation to a policy where the **period of cover** is longer than 12 months, any 12 month period from the anniversary of the **commencement date**, for your legal liability and/or reasonable legal defence costs in relation to events that fall under the heading "Forest and Rural Fires" above is \$1,000,000. **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 \$5,000,000.

#### ***Settlement of any claim***

At any time after **we** accept a claim under this 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.

## MAKING A CLAIM

### 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 the **vehicle** or liability to others, and prevent any further **loss** or liability, and
2. take all reasonable steps to obtain the details of any other person, property or vehicle involved, and witnesses, and
3. not admit any fault or liability, and
4. tell **us** about it as soon as possible, and
5. inform the Police if **you** believe the **loss** was caused by a criminal act, and
6. not destroy or dispose of anything that is part of this claim, and
7. allow **us** to inspect **your vehicle** before any permanent repairs are started, and
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**, and
9. provide **us** with any information or assistance that **we** reasonably require to support the claim, and
10. authorise any other party to disclose **your** personal information to **us** in connection with **your** claim.

### 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 and is shown in **your schedule**.

### 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.





### ACCIDENT PREMIUM

1. Unless 2 below applies, in relation to a policy where the **period of cover** is 12 months or less:
  - a) If **you** have had an **at fault accident** during the 12 month period from the **commencement date**, **we** may increase our standard premium at the 12 month anniversary of **your commencement date**. The **schedule** shows the amount of the accident premium.
  - b) If **you** have no **at fault accidents** during the 12 month period from the **commencement date**, **we** may reduce the accident premium at the next 12 month anniversary of your **commencement date**.
2. In relation to a policy where the **period of cover** and/or the policy review period set out in **your schedule** is more than 12 months:
  - a) If **you** have had an **at fault accident** during the **period of cover** or during the policy review period, **we** may increase our standard premium at the next renewal of the policy after the expiry of the policy review period. The **schedule** shows the amount of the accident premium.
  - b) If **you** have no **at fault accidents** during the **period of cover** or during the policy review period, **we** may reduce the accident premium at the next renewal of the policy after the expiry of the policy review period.

### 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** can't 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.

## 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.

## COMPLAINTS PROCEDURE

### SHOULD YOU HAVE A PROBLEM

**We** are committed to providing **you** with excellent products and customer service.

**We** will always do **our** very best to get things right and provide **you** with the level of service that **you** expect from **us**. If **you** have any reason to complain, **we** will do everything possible to resolve the matter as quickly as possible.

**We** have a three step process in place to ensure that **your** concerns are dealt with in a fair, prompt and professional manner.

#### *Here's what you can do:*

**1. Talk to the person you have been dealing with from Provident Insurance.**

We will do our best to resolve the matter, should **we** have made a mistake, or clarify the situation if there has been a misunderstanding.

**2. Talk to the Manager or Team Leader of the department you are dealing with**

If the situation has not been resolved and **you** wish to take the matter further, **you** can contact the Manager of the department, who will personally investigate **your** complaint and update **you** on their findings.

**3. Refer the matter to our Chief Executive**

If **you** are not satisfied with the result of step 2, **you** can write to **our** Chief Executive, providing a full explanation of **your** concerns.

**Write to:** Attention; Internal Complaints Handling Service  
Provident Insurance Corporation Limited  
PO Box 33 743  
Takapuna  
AUCKLAND 0740  
Email: [info@providentinsurance.co.nz](mailto:info@providentinsurance.co.nz)





4. **We** will:
  - a) acknowledge **your** complaint within five working days of receiving it,
  - b) give **you** the name and contact details of the person handling **your** complaint,
  - c) respond to **your** complaint within 10 working days of the date **we** have all the information **we** need to determine **your** complaint. Where further information, assessment or investigation is required, **we** will agree reasonable timeframes with **you**. If **we** cannot agree on reasonable timeframes, **you** can contact **our** independent external dispute resolution scheme (contact details below) about those timeframes, and
  - d) update **you** at least once every 20 working days (or at such other intervals as **we** may agree with **you**), until **your** complaint is resolved
5. If **we** can't resolve **your** complaint within 40 working days of receiving it, **we** will explain our reasons to **you** in writing and provide **you** with a 'deadlock' letter so **you** can take **your** complaint to the Insurance and Financial Services Ombudsman resolution scheme, which is an independent resolution scheme that considers complaints free of charge.

**You** can contact the Insurance and Financial Services Ombudsman by phoning 0800-888202, by fax at (04)4997614, by email at [info@ifso.nz](mailto:info@ifso.nz) or by writing to PO Box 10-845 Wellington 6143.

**You** can find additional information and contact details on the web at [www.ifso.nz](http://www.ifso.nz).

If **you** feel **your** human rights have been breached **you** can contact the Human Rights Commission on 0800 496 877 or through its website: [www.hrc.co.nz](http://www.hrc.co.nz).

## POLICY EXCLUSIONS

**SECTION 1: These exclusions apply to Section 1 of the policy only.**

### 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 **loss**, electrical **loss**, or electronic **loss** to the **vehicle** however it is caused.

However, **we** will not apply this exclusion where that **loss** results in or from a fire, or from a collision of the **vehicle**, or from the overturning of the **vehicle**, or from the **vehicle's** immersion in water, or from a flood, or from the intentional damage, theft or conversion of the **vehicle**, or from 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 or bursts or the application of the brakes. However, this exclusion does not apply if the tyre damage arises in connection with:

- a) a **loss** for which a claim is payable under this policy, or
- b) intentional damage.

#### **WEAR, TEAR, DEPRECIATION AND LOSS OF USE**

**You** are not covered under this policy for:

1. **loss** of use, or
2. depreciation, or
3. wear and tear or rust, of the **vehicle** or **trailer**.

**SECTION 2: These exclusions apply to Section 2 of the policy only.**

#### **WHAT IS NOT COVERED UNDER 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 a sudden **accidental** event that happens during the **period of cover**.





**SECTIONS 1 AND 2: These exclusions apply to all parts of the policy.**

#### **ALCOHOL, DRUGS AND INTOXICATING SUBSTANCES**

**You** are not covered under this policy while the **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 the **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 the **vehicle** is stolen or illegally converted and **you** lodge a complaint with the Police.

#### **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**.

#### **MODIFIED VEHICLE**

**You** are not covered under this policy if the **vehicle** has been **modified**, unless the details of all of the **modifications** have been given to **us** beforehand and **we** have agreed in writing to continue the cover.

#### **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.

#### **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 the **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 the **vehicle** is stolen or illegally converted and **you** lodge a complaint with the Police.

#### UNSAFE OR UN-ROADWORTHY VEHICLE

**You** are not covered under this policy if the **vehicle** is being **used** in an unsafe or un-roadworthy condition, and:

1. that condition of the **vehicle** contributed to the **loss** or liability, and
2. the driver was aware, or should have been aware of that condition.

## POLICY CONDITIONS AND YOUR OBLIGATIONS

### OUR AGREEMENT WITH YOU

**You** agree to pay **us** a premium for **your** cover, and **we** agree to cover **you** upon the terms and conditions of this policy.

### COMPLYING WITH THIS POLICY

**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, and any premium due to us has been received by **us** or anyone authorised by **us** to receive the premium on **our** behalf.

### TAKING REASONABLE CARE

**We** will not pay any claim under this policy unless the person claiming has taken reasonable care at all times to avoid **loss** or liability covered by the policy.

### TELLING THE TRUTH

All statements made in connection with this policy must be true, correct, complete and up-to-date. This includes any statement made by any person in support of a claim.





#### **FRAUD**

This policy is void if **you** or anyone else claiming under this policy, takes any action or makes any statement in connection with this policy that is dishonest or fraudulent in any way.

#### **CHANGES IN CIRCUMSTANCES**

**You** must immediately tell **us** if, after the **commencement date**, there are any **modifications** to the **vehicle**, or there is any material increase or alteration in the risks **we** cover under this policy.

#### **CHANGING THE TERMS**

**We** can change this policy's terms (including the **excess**) by writing to or emailing **you** at the last known address **we** have for **you**. This change will be effective 14 days from the date **we** send or email **our** notification to **you**.

#### **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.

#### **CANCELLATION**

**You** can cancel this policy by giving notice to **us**. **We** will refund any unused premium that **you** have paid on a pro rata basis, unless the refund is less than \$25 in which case no refund will apply.

**We** can cancel this policy by giving notice to **you**. **We** will give at least 14 day's notice before **we** do this. The 14 day period starts on the day **we** deliver or post the notice. **We** will return any unused premium **you** have paid on a pro rata basis.

If **your vehicle** is **uneconomic to repair** and **we** pay **you** under Section 1 for that reason, this policy ends at the payment date.

#### **DISPUTES**

The law of New Zealand applies to this policy, and only the New Zealand Courts may determine any dispute about it.

#### **GOODS AND SERVICES TAX**

Amounts referred to in this policy include any GST that may apply.

#### **JOINT INSURANCE**

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

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

## NOTICES ABOUT THIS INSURANCE

All notices given about this policy must be in writing.

Any notice **you** give to **us** must be delivered in person, or posted or emailed to our Head Office.

Any notice **we** give to **you** will be delivered in person, or posted or emailed to the last known address that **we** have for **you**, or to **your** agent or representative if **you** have one. We may also communicate with you about your policy by telephone, SMS and other electronic means.

## PARTIES WITH A FINANCIAL INTEREST OVER YOUR VEHICLE

If **we** are advised in writing of any financial interest or security over any property 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're also authorised by **you** to disclose personal information about **you** to anyone who holds a financial interest in the **vehicle**.

## PERIOD OF COVER / PREMIUM PAYMENTS

This policy starts on the **commencement date** shown on the **schedule**. The **period of cover** is either:

1. shown in the **schedule**, or
2. if no **period of cover** is shown in the **schedule**, linked to the frequency with which **you** have chosen to pay the premium due. For example, if **you** choose to pay monthly, **you** will receive insurance cover for a term of one month. **You** may renew this policy for further terms by payment of the premium due for those further terms. If **you** agree to pay a premium weekly, fortnightly or monthly then **you** must use a Deduction Authority which **we** approve.

## Privacy Act 1993

**We** treat all information **you** give **us** in accordance with the Privacy Act 1993.

### Your Personal Information

**We** collect personal information from **you** in providing **you** with this policy, in order to:

1. evaluate **your** application for insurance under this policy;
2. set **your** premiums and **excess**;
3. assess and process claims **you** make; and
4. provide **you** with other related services.

The personal information **we** need to collect to be able to provide **you** with this policy will be kept by **us** at Provident Insurance, Crown Centre, Ground Floor, 67 Hurstmere Road, Takapuna, Auckland 0622.





**You** have a right to access the information **we** hold about **you** (including the information that **we** have relied on in evaluating your claim) and to ask **us** to correct any mistakes or inaccuracies in that information.

**We** can withhold that information from **you** in some circumstances. If **we** withhold information from **you**, **we** will explain why. **You** can request a review of **our** reason(s) through **our** complaints handling procedures or the Privacy Commissioner.

**You** can contact the Privacy Commissioner on 0800 803 909 or [www.privacy.org.nz](http://www.privacy.org.nz).

**We** are required to collect **your** personal information under the common law duty imposed on **you** (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: authorised repairers, the dealer who sold **you** the **vehicle**, Provident Insurance Corporation Limited (**Provident Insurance**), any financier of the **vehicle**, other insurers of the **vehicle**, **our** legal advisers, **our** agents and assessors, and other similar entities for the purposes of providing the benefits available to **you** under this policy.

**You** agree that **we** are authorised to collect, hold, use and disclose **your** personal information as set out above.

### Subrogation

Once **we** have accepted a claim under this policy, **we** are subrogated to **your** rights against any party liable to **you**. **You** must cooperate with us fully in pursuing any recovery action against that liable party.

## DEFINITIONS

Wherever the following words, or any derivatives of them, are used in **bold** in this policy, this is what they mean:

**accessory** any part of **your vehicle** that was not supplied or fitted by the original manufacturer of the **vehicle**, and is not strictly necessary for it to function as a **vehicle**, including any:

- car seat covers, child car seats, or floor mats, and
- portable telephone or satellite navigation equipment that connects to a power source within the **vehicle**, and

- audio equipment, radio or any other entertainment and communication equipment that is permanently affixed to the **vehicle**, and
- spare parts which belong to but are not attached to **your vehicle** while the spare parts are securely stored at the principal driver's or **your** address or other secure storage area.

**accidental**

means unexpected and unintended **loss** by **you**.

**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.

**at fault accident(s)**

means based on the information reasonably required and provided to **us** in support of **your** claim, **we** determine that **you** caused the accident to take place.

**approved repairer**

a repairer, or network of repairers approved by the vehicle distributor to undertake collision repairs for **your vehicle** make and model.

**bodily injury**

bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish, mental injury or death.

**commencement date**

the date the policy starts as shown in the **schedule**.

**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 the **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.





<b>excess</b>	the policy excess shown in the <b>schedule</b> .
<b>family</b>	any member of <b>your family</b> who lives with <b>you</b> .
<b>franchise dealer</b>	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 and where that franchise dealer has been authorised by Provident Insurance to distribute Provident Insurance BMW and Mini Motor Vehicle Insurance.
<b>loss</b>	physical loss or physical damage.
<b>market value</b>	the reasonable cost to purchase a vehicle on the retail market which is the same year, make, model and specification as <b>your vehicle</b> , has done the same mileage, and is in the same general condition. It includes the value of any fitted equipment which is insured.
<b>modification</b>	any change to the <b>vehicle</b> that is different to the manufacturer's original specifications or recommendations.
<b>new vehicles</b>	a vehicle purchased by <b>you</b> from a <b>franchise dealer</b> that has not previously been registered in New Zealand or overseas, or it's only previous registration in New Zealand was to the <b>franchise dealer</b> , and the vehicle has travelled less than 5,000 kilometres prior to it being registered to <b>you</b> .
<b>partner</b>	<b>your</b> husband or wife, partner in a civil union, de facto or person who <b>you</b> are living with in the nature of a marriage.
<b>period of cover</b>	the period of cover shown in the <b>schedule</b> or, if no period of cover is shown in the <b>schedule</b> , the period of time starting on the <b>commencement date</b> shown in the <b>schedule</b> and thereafter linked to the frequency with which <b>you</b> have chosen to pay the premium due.
<b>permanent total loss</b>	means permanent total loss as certified by a registered medical practitioner.
<b>principal drivers</b>	the Principal Drivers named in the <b>schedule</b> .

<b>Provident Insurance</b>	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.
<b>schedule</b>	the most recent Schedule to this policy issued by <b>us</b> .
<b>trailer</b>	any domestic general use trailer that <b>you</b> own or that is in <b>your</b> 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 <b>your vehicle</b> .
<b>uneconomic to repair</b>	a total loss because: <ul style="list-style-type: none"> <li>- the <b>vehicle</b> is uneconomic or unsafe to repair in <b>our</b> opinion, or</li> <li>- the <b>vehicle</b> has been stolen and not recovered.</li> </ul>
<b>use</b>	includes any driving, parking or storing of the <b>vehicle</b>
<b>used vehicles</b>	a vehicle that is not a <b>new vehicle</b>
<b>vehicle</b>	the car shown in the <b>schedule</b> , which <b>you</b> own, lease or are buying under a finance agreement. This includes: <ol style="list-style-type: none"> <li>1. equipment supplied and fitted by the manufacturer;</li> <li>2. fitted air conditioning, bull bar, towing or child restraint equipment;</li> <li>3. any <b>accessory</b>; and</li> <li>4. tools and breakdown equipment supplied by the manufacturer which would normally stay with the <b>vehicle</b> when sold, up to a maximum of \$500 in total.</li> </ol>
<b>we</b>	Provident Insurance and <b>our</b> and <b>us</b> has a corresponding meaning
<b>you</b>	the 'Insured' or 'Insured's' shown in the <b>schedule</b> and <b>your</b> have a corresponding meaning.



provident  
insurance 

Provident Insurance Corporation Limited,  
Crown Centre, Ground Floor, 67 Hurstmere Rd,  
Takapuna, Auckland 0622, New Zealand.  
Phone: 0800 676 864

[www.providentinsurance.co.nz](http://www.providentinsurance.co.nz)



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