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Ando Insurance Group Limited

# Motor Third Party Property Damage

**Steadfast** 



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# Contents

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## Our Promise To You

### Thank you for choosing Ando!

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

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## Important Stuff About This Policy

### The insurance contract

The contract consists of:

- any information provided to **us** by **you** on which this insurance is based including **your** proposal,
- the terms of this policy,
- any endorsements or clauses that **we** apply to **your** policy, and
- the **schedule**.

### Duty of disclosure

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

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

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

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

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

### Changes to facts or circumstances during the policy

**You** must tell **us** of any material change to any of the facts or circumstances existing at the beginning of the **period of insurance**. If **you** do notify **us** of a change, **we** may alter the premium, the terms of **your** insurance or cancel the insurance with effect from the date on which the change first occurred.

### Changing your mind

If **you** change **your** mind **you** can cancel **your** policy within 30 days of it starting provided **you** have not made a claim. **We** will then cancel the policy from its commencement and refund in full any premium **you** have paid.

### Reading this policy

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

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

### Privacy Act and the Insurance Claims Register

By entering into this insurance contract with **us**, **you** consent to **your** personal information being collected by **us** and being shared by **us** with other insurance companies, claims supply partners and brokers, for the purposes of entering into this policy with **you** and any claim in connection with this policy. **You** also consent to any personal information **we** hold in connection with any claim that **you** make being transferred to the **Insurance Claims Register**, a register operated by Insurance Claims Register Limited for use by participant insurers, including **us**. This information may be accessed by participant insurers for the purpose of managing claims.

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## Fair Insurance Code

**We** are committed to complying with the Fair Insurance Code as published by the Insurance Council of New Zealand.

This means **we** will:

- provide insurance contracts which are understandable and show the legal rights and obligations of both **us** and **you**;
- explain the meaning of legal or technical words or phrases;
- explain the special meanings of words or phrases as they apply in the policy;
- manage claims quickly, fairly and transparently;
- clearly explain the reason(s) why a claim has been declined; and
- provide **you** with a written summary of **our** complaints procedure as soon as disputes arise and advise **you** how to lodge a complaint and tell **you** about the Insurance and Financial Services Ombudsman Scheme.

## Concern or complaint

**We** aim to provide a great standard of service in everything **we** do. If **you** have a concern or complaint, **we** want to hear from **you** so that **we** have the opportunity to make it right. **You** can contact **us** on 09 377 1432 or see [www.ando.co.nz](http://www.ando.co.nz) for information on **our** complaints and dispute resolution process.

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## What We Agree To Cover

Cover for accidents caused by an uninsured third party

**We** will cover **you** for **accidental loss** to the **car** that happens during the **period of insurance** in New Zealand while being used in accordance with the **insured car use** provided the criteria below are met:

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

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

### Liability for property damage and injury

**We** will cover **you** for **your** legal liability and reasonable defence costs arising from:

- **accidental loss** to anyone else's property (including loss of use of that property), or
- **accidental** death or **injury** to any person, occurring during the **period of insurance**, caused by **your use** of **your car** in New Zealand (including transit between places in New Zealand) while it is being used in accordance with the **insured car use** subject to the terms of this policy.

The most that **we** will pay is:

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

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

### Reparation

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

Providing:

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

**We** do not cover **you** under this benefit for any defence costs, court costs, levies or costs awarded for any offence.

The most **we** will pay, inclusive of any amounts payable by **us** under the 'Liability for Property Damage and Injury' benefit is:

- \$20,000,000 as **reparation** for property damage for any **accident**;
- \$1,000,000 as **reparation** for **injury** for any **accident**

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

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## Permitted users

**We** will extend the cover set out in 'Liability for Property Damage and Injury' and 'Reparation' to any other person who causes **accidental loss** or **injury** or who commits an offence while **using** the **car**, provided:

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

## Vicarious liability

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

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

## Criminal defence costs

**We** will pay the reasonable legal costs **you** incur:

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

The most **we** will pay for any one **accident** is \$5,000. No **excess** is payable.

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## What We Don't Cover

This section of the policy sets out what **we** will not cover **you** for.

Except where the policy expressly provides that an exclusion does not apply, the following exclusions apply to all sections of the policy.

### Accident Compensation payments

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

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

### Alcohol, drugs, and other intoxicating substances

**We** will not cover **you** under this policy if the person **using** the **car**.

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

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

### Certain drivers

**We** will not cover **you** under this policy if **your car** was being **used** or driven by any person who:

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

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

### Confiscation

**We** will not cover **you** for any liability or cost connected in any way with **your car**:

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

### Consequential loss

**We** will not cover **you** for **your** liability to any third party for **consequential loss** of any kind.

### Contractual liability

**We** will not cover **you** for any liability arising out of a contract or agreement unless **you** would have been liable even without such contract or agreement.



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## Electronic data

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

## Excess

We will not cover **you** for **your excess**.

## Existing damage

We will not cover **you** for any **loss** or damage to **your car** which has not been repaired at the time that this policy commences, or at any time for any item or damage **we** have previously paid a claim for and **you** have not repaired.

## Fines and penalties

We will not cover **you** for any fine or penalty, or any punitive or exemplary damages.

## Intentional or reckless acts

We will not cover **you** for any liability or costs arising from any intentional or reckless act or omission.

## Modified vehicle

We will not cover **you** under this policy if the **car** has been **modified** unless details of all the **modifications** have been given to **us** and **we** have agreed in writing to continue cover.

## Nuclear

We will not cover **you** for liability or cost caused by, arising from or connected with

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

## Pollution or contamination

We will not cover **you** for any liability or cost directly or indirectly caused by, arising from, or involving, any seepage, pollution or contamination, including the use, consumption, storage or manufacture of illegal drugs. This exclusion applies to the cost of removing, nullifying or cleaning up the seepage, pollution or contamination unless the seepage, pollution or contamination happens during the **period of insurance** and is caused by an **accident**.

## Property in your care, custody or control

We will not cover **you** for any liability arising from **loss** to any property in **your** care or in the care of anyone covered by this policy, other than:

- a disabled vehicle being towed without charge by **your car** or
- clothing, personal effects and luggage being carried by and belonging to any passenger in the **car**, or
- property being carried by or loaded into or unloaded from the **car** or a caravan or trailer attached to the **car**.

## Self-inflicted injury

We will not cover **you** for any liability or cost which arises from any (attempted or actual) suicide or self-inflicted **injury**.

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## Terrorism

**We** will not cover **you** for any liability, cost or expense of any type connected in any way with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

## Unsafe or unroadworthy

**We** will not cover **you** if the **car** is being **used** in an unsafe or unroadworthy condition, and:

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

## War

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

## Wear, tear or depreciation and loss of use

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

## Your property

**We** will not cover **you** for any liability arising from **loss** to any property owned by **you** or anyone covered by this policy.

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## What Happens If You Need To Claim?

When **you** need to make a claim, **we'll** be here to help.

### What you must do:

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

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

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

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

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

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

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

If **your** claim relates to a claim against **you** alleging that **you** are liable to another person:

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

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## How We Will Settle Your Claim

When **you** claim the Uninsured Third Party benefit

### Repairable

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

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

### Not repairable

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

- pay **you** the **market value** up to \$4,000.

When **we** settle a claim for a total loss:

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

### Parts unavailable in New Zealand

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

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

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

### Repair guarantee

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

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## Our Terms And Conditions

### Assignment

**You** must not assign or attempt to assign:

- this policy or **your** interest in this policy to anybody else; or,
- any claim or claim proceeds under this policy; without **our** prior written consent.

If **you** do not obtain **our** prior written consent, any transfer is invalid at law.

### Breach of any condition

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

Where **you** make a claim or act in a manner which is dishonest or fraudulent **we** may, at **our** option, declare this policy and any other policy **you** have with **us** to be of no effect and to no longer exist from the time of the dishonest or fraudulent claim or conduct.

### Cancellation

**You** may cancel **your** policy with **us** at any time. If **you** do then **we** will refund any **unused premium** that **you** have paid.

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

- if **you** have not paid the premium or a premium installment within 28 days of the due date. Cancellation will take effect from the first day of the period to which the unpaid premium relates; or,
- for any other reason, by advising **you** by letter or email to **your** last known address or by advising **your** broker or agent in writing. Cancellation will take effect on the 30<sup>th</sup> day after the date of **our** email or letter to **you** or **our** advice to **your** broker or agent. **We** will refund any **unused premium you** have paid.

### Change of terms

**We** may modify the terms of this policy by advising **you** (or **your** broker or agent) by letter, or email to **your** last known address. Modification will take effect on the 30<sup>th</sup> day after the date of **our** email or letter.

### Costs incurred by you

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

- **you** must obtain **our** consent before incurring the costs; and
- **we** will only cover **you** for the reasonable amount of any costs incurred.

### Double insurance

**You** must immediately tell **us** if **you** have or take out insurance with anyone else which covers the same risks covered by this policy.

**We** will not cover **you** under this policy for any liability or cost that is also covered under any other policy with a different insurer to the extent of **your** cover under that other policy.

### Events

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

### Goods and Services Tax (GST)

All amounts referred to in **your** policy and **schedule** are inclusive of Goods and Services Tax (GST).

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### **Governing law**

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

### **Reasonable care**

**You** must take reasonable care at all times to avoid circumstances that could result in a claim.

### **Your excess**

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

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## Definitions

### Accessory and accessories

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

### Accident and accidental

Means an event causing **loss** which is sudden, unexpected and unintended.

### Act of terrorism

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

- influence any government; or
- put fear into the public or any section of the public and which by its nature or context is probably done for, or in connection with any:
  - political;
  - religious;
  - ideological;
  - ethnic;

purpose or reason or similar purpose or reason.

### Car

**Your car** includes:

- the standard manufacturer's equipment and options,
- any **accessories**,
- any **modifications** that have been fitted to **your car** that **we** have agreed to in writing.

**Your car** does not include:

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

### Consequential loss

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

### Electronic data

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

### Excess

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

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## Home

Means the residential dwelling that **you** own or rent at the situation shown in the **schedule**.

## Injury

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

## Insurance Claims Register

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

## Insured car use

**Means** use of the **car**:

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

It is not an 'insured car use' to **use** the **car**:

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

## Loss

Means physical loss or physical damage which is **accidental**.

## Market value

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

## Modification or modifications

Means any change to the **car** that is different to the manufacturer's original specification. These include but are not limited to;

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



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### **Period of insurance**

Is the period of insurance shown on the **schedule**.

### **Schedule**

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

### **Reparation**

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

### **Unused premium**

Means the amount of the premium which relates to the period after the policy has been cancelled as a percentage of the whole.

### **Use or used**

Includes driving, parking, garaging or storage.

### **We, us, our**

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

### **You, your**

Is the person(s) or entity named in the **schedule** as “Insured” and includes that person’s husband, wife, partner and/or person with whom **you** are living in the nature of marriage, as defined in the Property (Relationships) Act 1976 or the Civil Union Act 2004.

### **Your family**

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

- **your** husband, wife, partner and/or any person with whom **you** are living in the nature of marriage;
- **your** child or children;
- a student attending a school, university or polytechnic and living away from the **home** while attending the school, university or polytechnic.

