

# NISSAN MOTOR VEHICLE INSURANCE POLICY

## WELCOME TO YOUR MOTOR VEHICLE INSURANCE POLICY

This is Your Insurance Policy, which sets out what You are covered for and explains what You will receive, Your responsibilities and how to make a claim. We have authorised Protecta Insurance and their agents to administer this Insurance Policy.

You are important to Us and We welcome You as a valued customer. You have entrusted Us with the insurance of Your Vehicle – one of Your most valuable possessions. We value that trust.

## IMPORTANT INFORMATION FOR YOU

1. This is Your Insurance Policy which consists of this wording, Your proposal, Certificate of Insurance and declaration. Please read it so You know exactly what You are covered for. If You do not fully understand this Insurance Policy please contact Nissan Insurance, who will be able to explain it to You. Any claims and general enquiries should be directed to Nissan Insurance. Please phone 0800 464 7726
2. Unless otherwise stated, all cover is subject to the loss or damage occurring during the period of insurance for which a premium has been received by Us.
3. Please examine this Insurance Policy and the Certificate of Insurance and if they do not meet Your requirements or if any information is not correctly stated, please return them at once and ask for the correction to be made.
4. This Insurance Policy has been arranged on the basis of information supplied by You. It may be that We would not cover You if all statements made to Us were not entirely correct and truthful. If there is any information which We have not been given, or if any circumstances have changed during the period of insurance You must tell Us. Please read the section entitled **YOUR DUTY OF DISCLOSURE** in this Insurance Policy.
5. Words and phrases that have special meaning will be found at the rear of this Insurance Policy under the heading **DEFINITIONS**.

## DESCRIPTION OF USE

### Private

If Your Certificate of Insurance shows Your type of use as private:

You are covered while You are using Your Vehicle:

1. for private, domestic, social or pleasure purposes.
2. for professional business or farm purposes providing this has been indicated to Us on the proposal form.
3. by religious, social welfare or youth organisation workers in the course of that work.

### But not for use in connection with:

motor trades, any form of selling and/or collecting, insurance assessing, driving instructing for reward, carriage of goods or samples in connection with any trade or business, any hire arrangement or agreement, carriage of fare paying passengers, or stock and station agents.

### Business

If Your Certificate of Insurance shows Your type of use as business:

You are covered while You are using Your Vehicle:

1. for private, domestic, social or pleasure purposes.
2. in connection with a business, profession or occupation.

### But not for use in connection with:

courier, delivery, driving instruction for reward, any hire arrangement or agreement, taxi, shuttle or any carriage of fare paying passengers.

## SECTION 1 - WHAT YOU ARE COVERED FOR

We will cover Your Vehicle against sudden and accidental physical loss or damage occurring in New Zealand during the period of insurance and subject to the terms and conditions of this Insurance Policy.

### ADDITIONAL COVER BEYOND THE SUM INSURED:

#### 1. Salvage Costs

If Your Vehicle cannot be driven following damage covered by this Insurance Policy, We will pay up to \$1,000 for the reasonable cost of removing the Vehicle to the nearest repairer or place of safety.

## **2. Trailer Cover**

We will cover any trailer owned by You, or any trailer that is in Your care and not otherwise insured by any other policy. This does not include any horse float, caravan, campervan, boat trailer, or any trailer that cannot be drawn by Your vehicle or any contents of any trailer. At Our option We will pay the cost of repairs or the market value but the most We will pay is \$1,000 during the period of cover. The Excess applicable to this additional cover is \$100.

## **3. Hire Vehicle**

If Your Vehicle is stolen or has suffered damage as a result of attempted theft making it un-driveable, We will pay for the costs of hiring a similar Vehicle, limited to a maximum of 10 days or \$500 whichever is the lesser. No hire charges will be paid once Your Vehicle is driveable, after the date of recovery of Your Vehicle in a driveable condition, or We have paid Your claim.

## **4. Completion of Journey**

Following damage to Your Vehicle covered by this Insurance Policy We will pay the reasonable costs of accommodation and travel expenses incurred to complete Your journey or return You to Your home immediately following the damage and also the reasonable costs of returning Your repaired Vehicle to Your home provided:

- a. Our total liability is limited to \$500 for any one accident and \$1,000 during any one period of insurance.
- b. cover applies only to You, Your spouse and children travelling with You; or You, an employee or authorised driver when use type business vehicles are involved.

## **5. Legal Defence**

If as a result of driving Your Vehicle during the period of insurance You or any member of Your family residing with You is charged with manslaughter or reckless or dangerous driving causing death, We will cover the legal costs of defence up to a limit of \$1,000.

## **6. Keys and Locks**

Where Your keys and/or combinations have been stolen or illegally duplicated during the period of insurance, We will pay up to \$500 to replace Your keys and/or locks. The Excess applicable under this extension will be \$100.

We also agree that any such payment will not affect Your no claim bonus entitlement.

## **7. Death Benefit**

If You or Your live in spouse die during the period of insurance as a result of Injury arising solely and directly from an accident to Your Vehicle, We will pay \$5,000 to Your legal representative provided:

- a. death occurs within 90 days of the accident.
- b. death is not caused by suicide (whether felonious or not) or attempted suicide.
- c. Our liability is limited to \$5,000 any one accident.

## **8. Medical Expenses**

We will pay Your medical, surgical and dental expenses (but not denture repair costs) following Injury to You, Your spouse and children travelling with You arising solely and directly from an accident to Your Vehicle provided:

- a. such expenses are not recoverable from any other source.
- b. Our total liability is limited to \$300 any one accident.

## **9. Marine General Average**

This is deliberate loss or damage incurred to the Vehicle in time of peril to prevent the loss of a ship and/or cargo. We will pay for any contributions and/or expenditure which may become legally payable by You as a result of Your Vehicle being carried by ship between ports in New Zealand during the period of insurance.

### **The cover provided by extensions 1 to 9 will only apply provided:**

1. You are a private individual; and
2. We have accepted a claim under this Section of this Insurance Policy; and
3. You have the Full Cover option.

However additional covers 5, 7 and 8 do not apply for partnerships, companies and/or their employees or persons acting on their behalf.

## **ADDITIONAL OPTIONS**

If You have selected any of the following additional options 1 to 4 and these are noted on Your Certificate of Insurance We will cover You for those options.

### **1. Rental Vehicle Cover**

If Your Vehicle is unable to be driven, or repairs have commenced, following an accident for which a claim is payable, We will pay for the costs of renting a similar Vehicle, up to \$2,500 or a higher amount noted on Your Certificate of Insurance while Your Vehicle is being repaired. No rental charges will be paid after repairs have been completed or after We have paid Your claim.

The rental vehicle will automatically be covered by this Insurance Policy on the same terms and conditions as they apply to Your Vehicle.

### **2. Protected No Claims Bonus**

Where You are entitled to a maximum no claims bonus (NCB) You are entitled to make one claim in each policy period that would normally affect Your maximum NCB without penalty . Any additional claims made in any policy period that would normally affect the maximum NCB will result in a penalty to the NCB at the Insurance Policy renewal.

### **3. Named Driver Discount**

If Your Vehicle is driven by any person other than those specifically noted on the proposal and Certificate of Insurance, You are not insured for the first \$250 of each and every claim under Section 1, such amount to be additional to any Excess otherwise stated in the Certificate of Insurance. This additional amount however, shall not be payable by You:

- a. when breakage of windscreen or window glass including sun roofs is sustained without other damage to the Vehicle.
- b. when loss or damage by fire occurs without impact or collision.
- c. if the Vehicle is stolen or illegally converted or when left in the hands of a repairer or sales outlet for service, repairs or sale purposes.

### **4. Excluding under 25 year Driver Discount**

When Your current Certificate of Insurance shows that the excluding under 25 yr driver option applies We will not cover any accidental loss, damage or liability, which results in a claim, when the driver of Your Vehicle was a person under 25 years of age.

However We will not refuse to pay Your claim if the driver of Your Vehicle:

- a. was found guilty of theft or illegal use of Your Vehicle;
- b. was a person paid by You to repair, service or test Your Vehicle; or
- c. was an attendant at a car park.

## **UNINSURED MOTOR EXTENSION**

If Your Certificate of Insurance shows You have cover type Third Party or Third Party Fire & Theft, We will cover Your Vehicle for loss or damage during the period of insurance arising from an accident caused by the driver of an uninsured vehicle up to a maximum amount of \$3,000 including the cost of removal and towing.

You will not have to pay the Excess for any claim under this extension.

You may only claim under this extension if:

1. You can provide Us with the name and address of the person responsible for the accident and the registered number of the vehicle they were driving; and
2. We accept You did not contribute to the cause of the accident.

## **NO BLAME BONUS AND EXCESS PROTECTION**

We will not impose Your Excess or penalise You at renewal of this Insurance Policy if You have been involved in an accident during the period of insurance and:

1. You can provide Us with the name and address of the person responsible for the accident and the registered number of the vehicle they were driving; and
2. We accept You did not contribute to the cause of the accident.

## **NATURAL DISASTER**

In respect of the Vehicle(s) specified in the Certificate of Insurance We will cover You up to the market value or sum insured of the Vehicle(s) specified (whichever is the lesser) for loss or damage caused by Earthquake, Volcanic Eruption, Tsunami or Hydrothermal Activity.

## **SECTION 1 - WHAT WE WILL PAY FOR**

### **Sum Insured**

We choose whether to repair the damage or to pay You the cost of repairing the damage, limited in both cases to the Sum Insured shown in the current Certificate of Insurance or the market value whichever is the lesser.

### **New For Old**

If You have insured Your Vehicle continually with Us from its original registration date and Your Vehicle becomes a total loss within three (3) years of its original registration when new, We will replace Your Vehicle with a new Vehicle of the same make, model and variant, subject to current local availability. If We accept Your request not to do this We will settle your total loss as provided for under SECTION 1 – WHAT WE WILL PAY – Sum Insured.

## **SECTION 1 - WE WILL NOT PAY FOR**

1. The Excess:
  - a. You must contribute the Excess shown on Your most recent Certificate of Insurance or Your most recent renewal notice as the first amount of any claim under this section; plus
  - b. an additional \$400 if the driver is 21 years of age and over but under 25 years of age; or
  - c. an additional \$600 if the driver is under 21 years of age; or
  - d. an additional \$400 if the driver is 25 years of age or over and has not held a full and valid New Zealand driver's licence for the 24 months immediately preceding the date of loss.
2. Any loss or damage to tyres unless it occurs at the same time as other damage to the Vehicle for which a claim is payable under this Insurance Policy.
3. Loss of use of Your Vehicle and any consequential loss associated with this, depreciation, wear, tear, corrosion or any existing defects.
4. Damage to or failure or breakage of the engine, transmission, cooling, lubrication, mechanical, hydraulic, electronic or electrical systems unless it occurs at the same time as other damage to the Vehicle for which a claim is payable under this Insurance Policy.

## **SECTION 2 –THIRD PARTY LIABILITY - WHAT YOU ARE COVERED FOR**

We will cover Your legal liability to pay compensatory damages for Injury or loss or damage to property of others occurring during the period of insurance resulting from the use of Your Vehicle and/or any trailer and/or caravan attached to Your Vehicle within New Zealand subject to the terms and conditions of this Insurance Policy.

### **This liability cover is also extended:**

1. To include loss or damage to personal baggage and wearing apparel of any passenger notwithstanding section 2 We will not pay for, clause 2.
2. To You while You are using another Vehicle with the permission of its owner provided it is not:
  - a. owned by You or being leased to You.
  - b. being purchased or hired to You under any form of hire or purchase agreement.
3. To any other person using Your Vehicle with Your permission.
4. To protect Your employer while Your Vehicle is being used by You (or a fellow employee with Your permission) on Your employer's business or while You are driving another vehicle as a servant or agent of Your employer.
5. To cover defence, inquiry costs and expenses incurred by You with Our consent plus any costs and expenses (excluding fines) awarded against You.

Provided that there is no cover under any of these extensions if there is any cover provided for that person, property or vehicle under any other policy.

## **SECTION 2 – WHAT WE WILL PAY FOR**

Our liability in respect of any one claim or series of claims arising from one occurrence shall not exceed \$20,000,000 for property damage and \$1,000,000 for Injury.

Our total aggregate liability in respect of any one claim or series of claims arising from one occurrence for property damage and Injury combined shall not exceed \$20,000,000.

## **SECTION 2 – WE WILL NOT PAY FOR**

You or any other person to whom this section has been extended are not covered for:

1. The section 2 Excess shown in Your Certificate of Insurance in respect of each and every claim.
2. Loss or damage to property belonging to or under the care, custody or control of any person covered under this Insurance Policy or being conveyed or loaded on or unloaded from Your Vehicle or Injury to any person in Your Vehicle. However this does not apply to any disabled mechanically propelled vehicle being towed by Your Vehicle for no financial gain or reward.
3. Any responsibility which You or Your driver have agreed with any party to accept in connection with any loss or damage for which the law could not otherwise hold You or the driver responsible.
4. Any liability to pay fines and/or other penalties or reparation sentences or any punitive, exemplary or aggravated damages awarded against You.

## **SECTIONS 1 AND 2 – WE WILL NOT PAY FOR**

1. Any loss, damage or liability while any Vehicle in connection with which insurance is granted under this Insurance Policy is:
  - a. Let out on hire or is used for the business of carrying fare paying passengers.
  - b. Being tested in preparation for or engaged in any racing, pacemaking, hill climbing, reliability trials, rallying, speed tests, or any other similar motor sporting event.
  - c. Being used otherwise than in accordance with the description of use or not being used for the purpose it was designed or not as a vehicle as defined in the Land Transport Act 1998 or any replacement Act and any subsequent amendments.
  - d. Being driven by any person who does not have a licence to drive Your Vehicle which is in full force and effect at the time and place of the accident or is not complying with the conditions of their licence except:
    - i. If they are being taught to drive and are complying with all the requirements of the law and are of an age to obtain a licence to drive the Vehicle.
    - ii. If they have held but not renewed a licence and are not disqualified from holding or obtaining a licence without a further driving test.
  - e. Being driven in either an unsafe or unroadworthy condition.
  - f. Being driven by any person who:
    - i. at the time of any event giving rise to a claim under this Insurance Policy has a proportion of breath/alcohol or blood/alcohol concentration which exceeds the legal limit prescribed by law.
    - ii. following an event giving rise to a claim under this Insurance Policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so.
    - iii. arising out of the circumstances giving rise to any claim under this Insurance Policy is convicted of any alcohol or drug related breach of the law governing the use of motor vehicles.
    - iv. is under the influence of alcohol or drugs or where alcohol or drugs contribute in any way to the accident.
    - v. leaves the scene of the accident when it is an offence to do so.
2. Any loss or damage or liability caused by or arising from:
  - a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
  - b. confiscation or requisition by order of any public authority.
  - c. nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or the combustion of nuclear fuel; for the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion.
  - d. any act of terrorism. An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
    - i. influence a government or any political division within it for any purpose and/or
    - ii. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.
3. Any Injury or liability:

Which is recoverable under the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

## **GENERAL CONDITIONS**

### **Change of vehicle**

If You replace Your existing Vehicle, We will automatically cover the replacement Vehicle provided the value

of the replacement Vehicle does not exceed \$50,000 and You notify Us within 14 days of replacement and pay any additional premium required by Us. Such cover will be subject to the terms and conditions agreed at the time of notification.

Immediately You sell or agree to sell or in any way transfer Your interest in Your Vehicle, the cover provided by this Insurance Policy is automatically cancelled unless We have agreed otherwise in writing.

#### **Makers specifications**

Except as advised by You and noted by Us it is agreed by You that Your Vehicle complies with the maker's 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 shall not constitute a modification provided such conversion complies with the appropriate New Zealand standard and has a current certificate of fitness.

#### **Replacement parts warranty**

It is agreed that in the event of an accident to Your Vehicle necessitating the manufacture of new parts or the importing of parts or accessories, Our liability shall be limited to the latest list price in New Zealand of such parts or accessories or the price of the closest New Zealand equivalent or the cost of making a new part, whichever is the lesser. However We will not be liable for any costs incurred:

1. due to the inability of any repairer to match existing paint.
2. to replace any part or accessory that has not suffered accidental damage.

#### **Other interested party**

Where any Vehicle is mortgaged or subject to a hire purchase agreement or similar contract and such interest is noted in the Certificate of Insurance, payment in respect of any loss under Section 1 will be made to such Interested Party whose receipt will discharge Us completely.

#### **Statements**

The correctness of all statements made in relation to this Insurance Policy or any claim is essential before We have any liability under this Insurance Policy.

#### **Changes in circumstances**

If any relevant circumstances change or may change during the period of insurance, You must advise Us and We may vary the terms of cover (including the premium and the Excess) from the date of the change.

#### **Changes to this Insurance Policy**

We can change the terms of this Insurance Policy by writing to You at Your postal address shown on Our records in any of the following circumstances:

1. If the law of New Zealand, as it applies to this Insurance Policy, materially changes, or
2. In order to increase the level of existing cover under this Insurance Policy or to add an additional cover, or
3. In order to move all policyholders with this type of policy to a refreshed policy of the same type, with improved drafting/ formatting and similar levels of cover, or
4. In order to allow for a catastrophic increase in the number and/or amount of claims under this Insurance Policy that will not be commercially sustainable, based on the current premium rates

The change will take effect 14 days after the date of that letter.

#### **Cancellations**

1. You may at any time ask Us to cancel this Insurance Policy by giving 7 days notice in writing to Nissan Insurance whereby this Insurance Policy will terminate. There will be an administration fee charged for this and if Your Vehicle is subject to finance You will need to get agreement to this cancellation.
2. We have the right to cancel Your Insurance Policy where permitted by law. For example, We can cancel Your Insurance Policy:
  - a. where You have failed to comply with a provision of Your Insurance Policy, or
  - b. where You have failed to pay the premium payment for this Insurance Policy, or
  - c. if You have made a fraudulent claim under Your Insurance Policy or under some other insurance policy that provides cover during the same period of insurance as Your Insurance Policy.
3. The cancellation provisions in clause 2. above shall be effective from 4pm on the seventh day after posting or personal delivery of the notice of cancellation to You at Your last known address.

#### **Unpaid Premiums**

1. **Annually paid premiums** – Where Your premium remains unpaid past the renewal date all benefits under this Insurance Policy will be forfeited from the renewal date.
2. **Instalment Premiums** – Where You have chosen to pay Your premiums by instalment all benefits under



this Insurance Policy will be forfeited from the date the first unpaid instalment was due. Following a missed instalment We will attempt to collect Your outstanding instalments one more time. If we are unsuccessful on the second attempt Your Insurance Policy will be automatically cancelled effective from the date the unpaid instalments were due.

### **15 day money back guarantee**

If You are not satisfied with the cover provided by Your Insurance Policy, please tell Nissan Insurance within 15 days of the commencement date. Nissan Insurance may agree to change this Insurance Policy to suit You. If You are still not satisfied You can cancel this Insurance Policy and Nissan will make a full refund of any premium paid providing You have not made a claim. If the Vehicle is subject to finance, Your finance company must agree to this cancellation.

### **Your obligations**

You and any person in charge of the Vehicle at any time must:

1. take all reasonable steps to make sure that the Vehicle is kept safe and protected from possible loss;
2. not cause or facilitate loss or damage or incur liability by any unreasonable, reckless or wilful act or omission;
3. inform the Police if it appears that there has been arson, theft, burglary or malicious damage and co-operate fully with the Police in investigation and prosecution;
4. tell Us immediately and return the claim form properly completed within 30 days of becoming aware of any circumstances which may give rise to a claim;
5. provide Us immediately with full particulars of any claim made against You by another person and provide all legal documents served on You. You must allow Us the sole option to negotiate settlement of, or defend the claim in Your name;
6. allow Us to take over for Our own benefit and settle any legal right of recovery You may have and You must co-operate fully in any recovery action;
7. take all steps which We consider reasonable to prevent further loss or damage;
8. comply with all Our requests relating to Your claim including providing all co-operation, information and assistance;
9. not start repairs without Our prior approval; and
10. not discuss any claim made against You by another person with that person. Otherwise We may decline any claim and/or recover any payment already made.

### **Joint insureds**

If any of the property specified in the Certificate of Insurance is owned jointly, then the cover under this Insurance Policy on such property shall also be provided jointly.

### **Other insurance**

If any loss or damage or liability covered by this Insurance Policy is also covered by any other policy, We will only pay over and above the cover provided by the other policy.

### **Automatic reinstatement**

The cover provided under Section 1 will not be reduced by any claims paid by Us provided You pay an appropriate additional premium requested by Us.

### **Goods and services tax (GST)**

Where any part of this Insurance Policy specifies any amount insured this amount includes GST.

### **Jurisdiction**

The law of New Zealand shall apply to and the Courts of New Zealand will have exclusive jurisdiction in respect of any litigation arising out of this Insurance Policy. Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

### **Your duty of disclosure**

You have a duty, at law, to disclose to Us all material information. You must do this before entering into an insurance policy, during the period of cover and at any renewal of Your Insurance Policy.

Material information is information that may influence a prudent insurer in deciding whether or not to accept the proposal, and if so, on what terms and conditions and for what premium.

Examples of information You may need to disclose include but are not limited to:

1. Anything that increases the risk of an insurance claim.
2. Any criminal conviction or offence.

3. If another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim.
4. Any insurance claim or loss made or suffered in the past.

These examples are a guide only. All material information must be complete and correct and if there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Nissan Insurance.

#### **Non-disclosure**

If You fail to comply with Your duty of disclosure We may avoid this Insurance Policy from the beginning and/or reject any claim under it.

#### **Fair insurance code**

Protecta Insurance supports the principles of the Fair Insurance Code of the Insurance Council of New Zealand. The purpose of this code is to increase the standards of practice and service within the insurance industry. To the extent the code applies to this Insurance Policy, a copy of the Fair Insurance Code is available from the Insurance Council of New Zealand's website at [www.icnz.org.nz](http://www.icnz.org.nz)

#### **Privacy Act**

This Insurance Policy collects personal information about You to enable Nissan Insurance to evaluate Your proposed insurance. The information collected will be held by Nissan Insurance, Virginia Surety Company, Inc., and agents of these entities. Failure to provide this information may result in Your insurance being declined or avoided. You have the right to request access to and correction of Your personal information by applying to Nissan Insurance at 110 Symonds Street, Auckland.

#### **Dispute Resolution Process**

Virginia Surety Company, Inc. is a member of the Insurance and Financial Services Ombudsman (IFSO). If a complaint should arise, You may contact Protecta Insurance directly. If Your complaint is not able to be resolved immediately by the person You are dealing with, it will initiate Protecta Insurance's Internal Dispute Resolution (IDR) process. There is no cost to use this procedure. If Your complaint cannot be resolved by Protecta Insurance, they may wish to refer the complaint to the IFSO. The IFSO is an independent approved dispute resolution scheme. It will not cost You anything to refer the complaint to the IFSO. Advice on the complaint process can be provided by Protecta Insurance New Zealand Limited, the Virginia Surety Company, Inc. agent in relation to this Insurance Policy.

The IFSO may be contacted:

- by phone on 0800 888 202 (free call);
- by writing to PO Box 10845, Wellington 6143 New Zealand;
- by emailing them at [info@ifso.nz](mailto:info@ifso.nz); or
- on the web [www.ifso.nz](http://www.ifso.nz)

### **SECTION 3 - ROADSIDE ASSISTANCE**

**Providing your Certificate of Insurance shows You have this section You are covered for:**

#### **WHAT YOU ARE COVERED FOR**

Each Vehicle is eligible for the benefits of Roadside Assistance 24 hours a day, 7 days a week should Your Vehicle suffer one of the failures listed below and cannot be driven. Just telephone 0800 776 832 and advise You are a Protecta Insurance Roadside Assistance customer and quote Your Insurance Policy or registration number.

The Vehicle nominated on the Certificate of Insurance will be covered for the following failures:

1. **Flat tyre or damaged wheel** – Roadside Assistance will change a damaged tyre/wheel with the nominated Vehicle's serviceable spare. Where the spare is not serviceable Roadside Assistance will provide towing of the nominated Vehicle to the nearest repair facility at Your expense.
2. **Flat or faulty battery** – Roadside Assistance will provide a battery boost and any other practical assistance at the roadside to start the nominated Vehicle. If the Vehicle requires a new battery Roadside Assistance will arrange a new battery at Your expense.
3. **Out of fuel** – Roadside Assistance will provide free delivery of \$20.00 worth of liquid fuel. Cost of the fuel will be at Your expense.
4. **Lost keys** – Roadside Assistance will arrange for a locksmith to attend to help You get back in Your Vehicle. Any replacement keys provided will be at Your expense.
5. **Locked out** – Protecta's Roadside Assistance will assist You to access the Vehicle where the keys have been accidentally locked inside the Vehicle.
6. **Breakdown (mechanical or electrical)** – Roadside Assistance will attempt to provide emergency repairs at



the roadside. If Roadside Assistance are not able to mobilize the Vehicle or it requires parts Roadside Assistance will tow the Vehicle to the nearest authorized repairer to a limit of \$50 per tow within the metropolitan area and to \$100 per tow within the Rural area. (If You want the Vehicle to be towed to another authorized repairer or location then You may be required to pay the towing charges).

#### **EXCLUSIONS - NO COVER FOR**

1. Unattended Vehicles.
2. Unauthorised repairs.
3. Vehicles damaged as a result of an accident.
4. Natural disaster areas where the Vehicle cannot be reached.
5. Where special equipment is required.
6. Vehicles that are not on legal constructed roads i.e. Public Legal Roads.
7. Vehicles with gross weight exceeding 3500kg.
8. Vehicles that are not road worthy or operated in an unsafe or illegal manner.
9. Vehicles that do not have current Registration or a Warrant of Fitness.
10. Breakdowns that are covered by any other insurance policies.

#### **Note:**

1. A maximum of 3 free callouts for any 12 month period of insurance.
2. Roadside Assistance is provided and controlled by AA Business Vehicle Solutions and is separate from and not in any way part of Your Insurance Policy with Us or Nissan Insurance.

#### **CLAIMS**

Notice of a claim must be given by You or Your representative to Our authorised agent Nissan Insurance immediately upon becoming aware of any circumstances which may give rise to a claim by adopting one of the following procedures:

1. Telephone Nissan Insurance at Auckland, Phone 0800 464 7726 and ask for the insurance claims department or fax Your request to (09) 915 7831.
2. E-mail Nissan Insurance at: [motorteam@protecta.co.nz](mailto:motorteam@protecta.co.nz) requesting a claim form.
3. Write to Nissan Insurance, P.O. Box 37-371, Parnell, Auckland 1151, requesting a claim form.

#### **DEFINITIONS**

Whenever these words are used this is what they mean:

**Balance Outstanding** means;

the outstanding balance of the finance contract being owed to the Interested Party stated in the Certificate of Insurance, less any arrears, default interest charges and fees, penalty costs for early discharge, rebatable items, or any amount of increased liability due to the variation to the original finance contract.

**Certificate of Insurance** means;

the most recent certificate of insurance, renewal notice and/ or endorsement certificate(s).

**Excess** means;

the first amount of any claim which You must pay as You are not covered for this amount.

We calculate Your excess by accumulating both the standard excess plus any other applicable excess shown on Your Certificate of Insurance or in Your Insurance Policy.

These are cumulative and will apply to each and every claim unless specifically stated otherwise under another part of this Insurance Policy or the Certificate of Insurance.

If You have more than one Vehicle insured under this Insurance Policy, the standard excess will be shown separately for each Vehicle.

**Injury** means;

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

**Insurance Policy** means;

this motor vehicle insurance wording, including the Certificate of Insurance, renewal notice and any endorsements (if any) underwritten by VSC .

**Interested Party** means;

the finance company stated in the Certificate of Insurance.

**Total Loss** means;

the Vehicle(s) described in the Certificate of Insurance being stolen and not recovered and/or damaged beyond economic repair.

**Total Loss Payment** means;

the payment under this Insurance Policy in the event of a Total Loss where We do not replace Your Vehicle. The total loss payment includes any deductions for items such as Excess or any premium due under this Insurance Policy. If there is any interested party noted on the Certificate of Insurance then this payment will be made to that party.

**Vehicle** means;

the vehicle(s) described in the Certificate of Insurance including spare parts and accessories whilst in or about the vehicle. Vehicles with a gross weight not exceeding 3500kg.

**We, Our or Us** means;

Virginia Surety Company, Inc. herein referred to as (VSC).

**You or Your** means;

the insured person(s), company or other entity named on the Certificate of Insurance.

### **INSURER DETAILS**

This Insurance Policy is underwritten by Virginia Surety Company, Inc. (NZ Company No 920 655) of Unit 3, Level 2, 73 Manchester Street, Christchurch 8011, New Zealand.

### **ENDORSEMENTS**

This Insurance Policy is subject to the following endorsements. Any endorsements below are valid only where it has been produced and approved by Nissan Insurance. If this is not clear, please contact this office on 0800 464 7726