

# **Motor Vehicle Insurance Policy**

**for**

**LeasePlan  
New Zealand Limited**



**POLICY DOCUMENT**

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## INTRODUCTION

Welcome and thank you for choosing LeasePlan Motor Vehicle Insurance, the insurance product of LeasePlan New Zealand Limited ("LeasePlan") which is issued and fully underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand ("Allianz").

Allianz is the issuer of this Policy Document which was prepared on 23 June 2015.

LeasePlan is an authorised representative of Allianz and arranger of the insurance provided under this Policy Document. In arranging this Insurance, LeasePlan acts as an agent of Allianz, not as Your agent.

## ABOUT LEASEPLAN

Global experience, a comprehensive range of products, facilities and technological investments add up to a strong commitment of exceeding the expectations of its customers.

LeasePlan is fully committed to providing the very best products and service and to this end it has contracted performance standards with all the members of its national claims, repairer and assessing network. LeasePlan is dedicated to the continuous improvement of all its services and strives to achieve this through knowledge transfer within the company, product research, sharing new developments globally and providing a wide range of risk management services.

LeasePlan has introduced industry best practice procedures in all aspects of its business.

## ABOUT ALLIANZ

Allianz New Zealand is owned by one of Australia's largest general insurers, has years of local expertise combined with global experience and offers a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, Allianz is committed to continuous improvement of its products and services and strive to achieve this through knowledge transfer within the Allianz Group, dedicated technical research units, sharing new product developments globally and a wide range of risk management services.

## ABOUT THIS INSURANCE POLICY

By way of summary only (refer to policy for full terms, conditions, exclusions and limits), this policy provides cover for:

- loss or damage caused by one or more of the covered insured events; and
- the additional covered benefits, as set out in this Policy Document;

occurring during the Period of Insurance.

## WHAT THE POLICY CONSISTS OF

Your policy consists of:

- this printed motor vehicle Insurance policy document which sets out details of Your cover and its limitations; and
- a Schedule, approved by Us, which sets out who is insured, the cover(s) selected, the Period of Insurance, the limits of liability, excesses and other important information. This is referred to as the Schedule in the policy document.

You should carefully read and retain Your Insurance policy document and Schedule. These documents should be read together as they jointly form the contract of Insurance between You and Us. Any new or replacement Schedule We may send You, detailing changes to Your Insurance or the Period of Insurance, will become the current Schedule which You should carefully read and retain.

## UNDERSTANDING YOUR POLICY – IMPORTANT TERMS AND CONDITIONS

To properly understand this policy's significant features, benefits and risks You need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the Definitions section);
- the When We will not pay Your claim section (this restricts the cover and benefits);
- the General Conditions and Making a Claim sections (these set out certain obligations that You and We have. If You do not meet them We may refuse to pay a claim); and
- the Other Information section (this contains information on Your Duty of Disclosure, Our Privacy policy and Our dispute resolution process).

When You apply for the policy by completing Our application, We agree with You on things such as:

- the Period of Insurance,
- Your premium,
- what property You want to cover,
- the limits You want for certain covers (if optional),
- excesses that will apply to You or others, and
- whether any standard terms need to be varied (this may be by way of an endorsement).

You will also have to pay any compulsory government charges, taxes or levies (e.g. GST and Fire Service Levy where applicable) plus any additional charges We advise You of in relation to your policy. We will advise You the total amount payable when You apply and, if You effect cover, the amounts due will be confirmed in Your Schedule.

This policy sets out the cover We are able to provide You with. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss You are not covered for yourself.

You should also read the GST Notice to understand how GST is applied to a claim.

If You have any queries about the attached policy, please seek appropriate professional advice (including financial advice). As LeasePlan is an agent of Allianz, it is unable to provide such independent advice to You.

## OUR AGREEMENT WITH YOU

We will insure You in accordance with Sections 1 and 2 of the policy set out below, with the cover given on the basis:

- that You have paid or agreed to pay Us the premium for the cover You have selected when You applied for cover and which the current Schedule indicates is in force,
- of the information provided by You which You gave after having been advised of Your Duty of Disclosure either verbally or in writing.

For Your assistance We have provided a full explanation of Your Duty of Disclosure and the consequences of non-disclosure under the heading Your Duty of Disclosure.

## YOUR DUTY OF DISCLOSURE

Before entering into a contract of Insurance You have a duty, at law, to disclose to Us all material facts. This duty also applies when You renew, vary, extend or reinstate Your policy.

A material fact is one that may influence a prudent insurer in deciding whether or not to accept the cover 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:

- anything that increases the risk of an Insurance claim,
- subject to the Criminal Records (Clean Slate) Act 2004, any criminal conviction or offence,
- if another insurer has cancelled or refused to insure, has imposed special terms or refused any claim,
- any Insurance claim or loss made or suffered in the past

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to the Customer Contact Centre by using the contact details provided on the back over of this policy document.

## Non-Disclosure

If You fail to comply with Your Duty of Disclosure, We may be entitled to avoid this policy and reject any claim under it.

## COOLING OFF AND CANCELLATION RIGHTS UNDER THE POLICY

- You may cancel the policy at any time by giving written notice to Us.
- We have the right to cancel the policy after giving 30 days' written notice to You or Your insurance broker if any of the following apply:
  - You fail to comply with Your duty of utmost good faith.
  - You fail to comply with Your Duty of Disclosure.
  - You fail to comply with a term of the policy, including a term in relation to payment of the premium.
  - You make a claim under this policy or any other policy You have with Us that is fraudulent or that is supported by fraudulent evidence.
- If You or We cancel the policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties We cannot recover.
- In the event that You have made a claim under the policy and We have agreed to pay the full sum insured for Your Insured Vehicle, no return of premium will be made for any unused portion of the premium.

## DEFINITIONS

Wherever the following words appear in this document, they have the following special meanings:

**Accident(al)** means a sudden and unforeseen happening, or a sudden and unintended happening from Your point of view.

**Book Value** means the final amount owing to LeasePlan in relation to the Insured Vehicle after apportioning the monthly rental payments between interest and amortisation and closing out all costs relating to the Insured Vehicle.

**Business** means all activities carried out by the Insured now or in the future.

**Declined Driver** means a noted driver who is not insured under this policy.

**Employee** means any director, employee or partner of the Insured or the person who has the Insured's permission or authority to use the Insured Vehicle.

**Excess** means the amount shown in the Schedule or this policy document which You must pay when You make a claim under Your policy.

**Family** means Your parents, siblings, spouse or de facto spouse, Your children or the children of Your spouse or de facto spouse, who ordinarily live with You.

A de facto spouse means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**Hoist** means any device permanently affixed to the Insured Vehicle and used solely for the purposes of loading or unloading the vehicle.

**Insurance** means the LeasePlan Motor Vehicle Insurance issued by Us to You under the policy.

**Insured** means the person or entity named in Your Schedule, including if it is a company, any subsidiary company or subsidiary thereof. Where there are more than one Insured this policy insures them jointly.

**Insured Vehicle, Your Vehicle** means all vehicles and vehicular equipment of every description owned, used, leased, lent, borrowed, hired, or under the Insured's care, custody and control or otherwise the responsibility of the Insured, including all accessories whilst on any Insured Vehicle or being repaired, renovated, cleaned or stored. Accessories does not include any item of electrical communication equipment not permanently affixed to the vehicle.

**Loss** means physical loss, physical damage to or physical destruction.

**Malicious Damage** means intentional damage done to Your Vehicle by someone else without Your consent.

**Market Value** means the price for which You could purchase the same or a comparable vehicle of similar pre-Loss age and condition.

**New Zealand** means in New Zealand or in transit within New Zealand.

**Period of Insurance** means the period We provide the cover under the policy as set out in Your Schedule.

**Recoverable** means the ability to recoup the expenses We incurred in providing cover for Accidental Loss to Your Vehicle or in covering any of Your legal costs after a claimable event. An event that would not be recoverable includes, but is not limited to, an at-fault claim, a not at-fault claim where You are unable to provide Us with the responsible party's name, address and vehicle registration number, any storm or naturally occurring event or a collision with an animal.

**Schedule** means the most current Schedule to this wording (including any endorsements) issued to You and any subsequent Schedule (including any endorsements) which may be issued if this insurance is renewed.

**Substitute Vehicle** means a vehicle not belonging to You which is used by You with the consent of the owner whilst Your Vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown.

**Total Loss** means Your Vehicle is stolen and not recovered within a reasonable period of time or where Your Vehicle is damaged and We consider the cost of repairing Your Vehicle is uneconomic or greater than its Market Value.

**We, Our, Us** means Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand, Company Number 3994759 of Level 1, 152 Fanshawe Street, Auckland 1010 acting through its Agent LeasePlan New Zealand Limited.

**You, Your** means the entity named in the Schedule as the Insured(s).

## SECTION 1 – LOSS TO YOUR VEHICLE

### THE COVER

We will cover You for Accidental Loss (including theft) of the Insured Vehicle during the Period of Insurance anywhere in New Zealand.

At Our option We will:

- a. repair Your Vehicle; or
- b. pay You the reasonable cost of repairing Your Vehicle; or
- c. pay You the Book Value of Your Vehicle.

Under all options, We will not pay more than the limit of indemnity stated in the schedule.

### ADDITIONAL BENEFITS APPLICABLE TO SECTION 1

Unless stated differently below, the following additional benefits are:

- a. in addition to the cover; and
- b. only available in addition to a successful claim for Loss covered under Section 1; and
- c. only payable if the Loss exceeds the Excess payable.

### Claims preparation costs

Costs and expenses including salaries wages and other overheads of the Insured's Employees or consultants as may be reasonably incurred by the Insured for the preparation, presentation, certification and/or justification of claims made under this policy shall be paid by Us.

If the costs do not exceed \$100 no claim shall be payable. If they exceed \$100 they shall be paid in full.

### Delivery of a repaired or recovered vehicle

The insurance provided by this policy covers the reasonable costs of delivering an Insured Vehicle to the Insured at its normal place of garaging following completion of repairs or recovery after theft and/or conversion covered by this policy.

### Expediting costs

We will cover You for any additional costs of express freight, air freight, overtime labour, penalty labour, additional labour, hire of plant and equipment and the purchasing of resources reasonable incurred to expedite repairs, reinstatement or replacement.

### Funeral Expenses

If the driver of an Insured Vehicle dies as a result of an Accident involving that Insured Vehicle, this policy shall cover all funeral expenses incurred in connection with the burial or cremation of the driver



over and above any sums otherwise recoverable from any other source. Costs incurred by any member of the driver's Family shall be covered by this extension but only costs incurred in respect of travel within New Zealand shall be recoverable.

The maximum amount payable by Us under this benefit shall not exceed \$3,000 (excl. GST) in respect of any one claim.

## **Hoists**

Notwithstanding Section 1 Exclusion 1. a. vii., We shall indemnify You for Accidental Loss incurred during the Period of Insurance as a result of mechanical breakdown or failure of hydraulic rams hoists and similar parts and equipment attached to any Insured Vehicle.

The maximum amount payable by Us under this additional cover shall not exceed \$5,000 (excl. GST) in respect of any one claim. An additional excess of \$500 (excl. GST) applies to this benefit.

## **Principals**

If any Insured Vehicle is used in any construction or works project on which the Insured is engaged and the contract requires the principal to be included as an Insured in respect of Insured Vehicles involved in the project, then this policy is extended to provide such cover to the principal but only to this extent and to the amount required by the contract or the limits under this policy, whichever is the lesser.

## **Road Clearing Costs**

This policy will pay for reasonable additional costs (excl. fines and penalties) arising from the removal of debris following Loss. Costs of recovering, re-loading or trans-shipping any property carried by the Insured Vehicle as a load to the nearest place of safety are included.

The maximum amount payable by Us under this benefit shall not exceed \$10,000 (excl. GST) in respect of any one claim. An additional excess of \$500 (excl. GST) applies to this benefit.

## **Towing**

We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

## **Transportation Costs**

Notwithstanding the exclusion "Renting a vehicle", We will pay for reasonable costs of:

- a. transport to return You, Your Employee, and/or Your Family permanently residing with You and travelling in Your Insured Vehicle at the time of Loss to Your usual place of residence in New Zealand or to the premises where the Insured Vehicle is normally based.
- b. returning the Insured Vehicle to the premises where it is normally based following its repair or recovery in the event of its theft and conversion.

The maximum amount payable by Us under this benefit shall not exceed \$5,000 (excl. GST) in respect of any one claim.

### **Vehicle Being Transported By Ship**

If Your Vehicle is being transported by ship within the territorial waters of New Zealand during the Period of Insurance, We will pay Your contribution for any general average and salvage charges if such maritime conditions apply.

## **SECTION 2 – COVER FOR YOUR LEGAL LIABILITY**

### **WHAT WE WILL COVER YOU FOR**

We will indemnify You for Your legal liability to pay compensation for Accidental Loss to someone else's property during the Period of Insurance caused by a motor vehicle Accident in New Zealand which is partly or fully Your fault.

This cover will apply if Your legal liability for Loss to someone else's property arises out of the use of:

- a. the Insured Vehicle; and/or
- b. a caravan or trailer towed by the Insured Vehicle.

We will also indemnify legal liability for Accidental Loss to someone else's property during the Period of Insurance to:

- a. any person who is driving, using or in charge of Your Vehicle with Your permission;
- b. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
- c. Your employer, principal or partner arising from Your use of Your Vehicle.

The maximum amount We will pay in total for all claims under this policy during the Period of Insurance under Section 2 is \$20,000,000.

### **ADDITIONAL BENEFITS APPLICABLE TO SECTION 2**

To the extent that the limit of indemnity stated in the Schedule is not otherwise exhausted, We will pay for:

#### **Legal costs**

Provided We agree in writing prior, We will pay for reasonable legal costs and expenses in defending any court proceedings which may arise from alleged legal liability covered by Your policy.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings. The maximum amount payable by Us under this benefit shall not exceed \$5,000 (excl. GST) in respect of any one claim.

### **Movement of other vehicles**

We will indemnify You in respect of the movement by the Insured of any vehicle, which was parked in a position which prevented or impeded the Insured from attending any emergency, or legitimate passage of the Insured Vehicle or during the loading or unloading of any Insured Vehicle. The exclusions in this policy will apply to the vehicle being moved as if it was an Insured Vehicle.

### **Roadways, bridges, underground installations and similar extensions**

Notwithstanding Sections 1 and 2 Exclusion: Overloaded Vehicles, We will indemnify You for liability for Loss to any property (including any road) arising from vibration caused by an Insured Vehicle.

The maximum amount payable by Us under this benefit shall not exceed \$500,000 (excl. GST) in respect of any one claim. An additional excess of \$2,000 (excl. GST) applies to this benefit.

### **Third Party Liability Extension to Employee**

Section 2 is extended to an Employee only if an Insured Vehicle has been allocated to that Employee for personal use in respect of the use of any other vehicle not being the property of the Employee or his or her family permanently residing with that Employee if that Employee is not otherwise covered by a policy of insurance effected by the owner of that vehicle or by any statutory insurance.

## **ADDITIONAL BENEFITS APPLICABLE TO SECTIONS 1 AND 2**

To the extent that limits of indemnity under Sections 1 and 2 are not otherwise exhausted, We will pay for:

### **Fire service and other charges**

We shall indemnify the Insured for any charge made by the New Zealand Fire Service or other competent authority as a result of:

- a. Loss covered by Section 1 of this policy
- b. liability covered by the Section 2 of this policy including costs arising in respect of property carried by an Insured Vehicle following a claim for Loss.

The maximum amount payable by Us under this benefit shall not exceed \$50,000 (excl. GST) in respect of any one claim.

## **POLICY EXCLUSIONS**

### **EXCLUSIONS APPLICABLE TO SECTION 1**

In respect of Section 1, We shall not pay for:

- a. Any of the following however arising:
  - i. loss of use;
  - ii. depreciation;
  - iii. wear and tear;
  - iv. existing defects or damage;
  - v. entanglement;
  - vi. defect in design;
  - vii. mechanical failure, breakdown or breakage;
  - viii. electrical or electronic failure, breakdown or breakage;
- b. Loss to tyres by application of brakes or by punctures, cuts or bursts unless arising from an insured Loss.
- c. Accidental Loss as a result of the lawful seizure of Your Insured Vehicle.
- d. Your Insured Vehicle being modified from the manufacturer specifications without Our written consent.

## **EXCLUSIONS APPLICABLE TO SECTIONS 1 AND 2**

### **Nuclear**

This policy does not cover Loss, damage, liability, injury, illness, or death arising directly or indirectly out of or in any way connected with ionising radiation or contamination by radioactivity from:

- a. any nuclear fuel or from any nuclear waste;
- b. the combustion of nuclear fuel (including any self-sustained process of nuclear fission); or
- c. nuclear weapons material.

### **War**

This policy does not cover Loss, damage, liability, injury, illness, or death arising directly or indirectly out of or in any way connected with any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, acts of foreign enemy or popular or military rising.

### **Terrorism**

This policy does not cover Loss, damage, liability, injury, illness, or death caused by, arising from, or in any way connected with:

- a. any Act of Terrorism arising out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- b. any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in a. above.

An Act of Terrorism includes, but is not limited to, any act or preparation in respect of action or threat of action, designed to:

- a. influence a government or any political division within it for any purpose, and/or

- b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

### **Asbestos**

This policy does not cover Loss, damage, liability, injury, illness, or death caused by, arising from, or in any way connected with asbestos.

### **Malicious criminal act**

This policy does not pay for any malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- a. You, or any other person named in the Schedule; or
- b. any person who is acting with Your express or implied consent.

### **Consequential Loss**

We will not indemnify You for any consequential losses incurred beyond those expressly covered under this policy.

### **Agreement**

We will not pay for any liability assumed under any contract or agreement. This exclusion does not apply to liability that would have been implied by law in the absence of such contract or agreement.

### **Carrying passengers for hire, fare or reward**

We will not pay for any Loss, damage or liability arising from the Insured Vehicle being used to carry passengers for hire, fare or reward.

This exclusion does not apply where payments made relate to a private pooling or car sharing arrangement.

### **Declined Driver**

We will not pay for any Loss, damage or liability arising when the Insured Vehicle is being driven by any person noted as a declined driver.

### **Driving under the influence**

We will not pay for any Loss, damage or liability arising when the Insured Vehicle is being driven by You, or any other person:

- a. under the influence of any drug or intoxicating alcohol; or

- b. who, as a result of the Accident, is convicted of driving under the influence of intoxicating liquor or drugs; or
- c. who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law; or
- d. who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonable requested by the police.

This exclusion does not apply if You can satisfy Us You had no reason to suspect that the driver was affected by alcohol or any drug.

## **Driving Hours**

We will not pay for any Loss, damage or liability arising when the Insured Vehicle is being driven in breach of any law relating to the maximum driving hours allowable for any one driver.

This exclusion does not apply if the Insured Vehicle is stolen or illegally converted at the time the Loss occurred.

## **Failure of computer or similar equipment**

Loss or damage to any machinery, equipment, part, accessory or other property which:

- a. is a computer or which contains or comprises any computer technology (including computer chip or control logic);
- b. fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- c. arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

## **Licence**

We will not pay for any Loss, damage or liability arising from the Insured Vehicle being driven by You or any other person, who was not licensed to drive Your Vehicle or who was not complying with any conditions of his or her licence.

This exclusion does not apply if You can prove that You did not know the driver was unlicensed or not complying with the conditions of their licence.

## **Overloaded Vehicle**

We will not pay for any Loss, damage or liability arising from the Insured Vehicle being used to carry or tow a load or carry a number of passengers greater than that for which Your Insured Vehicle was constructed.

This exclusion does not apply if You can prove that the Accidental Loss or liability was not caused or contributed to by its greater load or number of passengers.

## **Unsafe Vehicle**

We will not pay for any Loss, damage or liability arising from the Insured Vehicle being used in an unsafe or unroadworthy condition.

This exclusion does not apply if You can prove that the Accidental Loss or liability was not caused or contributed to by the unsafe or unroadworthy condition of Your Insured Vehicle.

## **Renting a vehicle**

We will not pay for any Loss, damage or liability associated with the loan or rental of a vehicle.

## **Tests and Motor Sports**

We will not pay for any Loss, damage or liability arising from the Insured Vehicle:

- a. being tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person; or
- b. being used in connection with a race, trial, contest or other motor sports event, or
- c. being used on a track or course usually used for a race, trial or contest or other motor sports event; or
- d. being used in connection with the motor trade for experiments, trials or demonstration purposes.

We will only treat a person as being qualified to carry out the service or repair of a vehicle if that person is licensed to do the work being carried out as required by any law and the person carries out that work in the course of the conduct of a business.

This exclusion does not apply to participation in events that take place on public streets, and where a condition of event participation is that all relevant road traffic rules are obeyed.

## **Usage**

We will not pay for any Loss, damage or liability arising from the Insured Vehicle being:

- a. loaded other than in accordance with the manufacturer's recommended specifications;
- b. loaded contrary to regulations or statute;
- c. operated for its specialised purpose and not as a vehicle;
- d. being used other than in accordance with the description of use.

## **Tool of Trade**

We will not pay for liability for Loss to underground services, pipes, cables or the like caused by or arising out of the use of the Insured Vehicle, or liability in respect of damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of the Insured Vehicle.

## **GENERAL CONDITIONS OF COVER**

### **Changes in circumstance – What You must tell Us**

You must notify Us immediately of any change in circumstance that has occurred after the commencement of this policy or that You know is going to happen which may increase the risk of insuring You or Your Insured Vehicle.

When We receive this information, We reserve the right to:

- a. alter the terms and conditions of the policy;
- b. charge You additional premium;
- c. decide not to offer to renew the policy.

If You do not provide this information immediately We may not pay a claim under Your policy.

### **Keeping evidence of the value of the Insured property**

You should keep evidence of the value of all property covered under Your Insurance policy. You should also keep evidence of the amount of any Accidental Losses.

### **Prevention of Loss or injury**

We may not pay Your claim if You do not take all reasonable precautions to prevent Loss. This includes securing Your Vehicle against unauthorised entry when it is unattended, removing all keys and locking the vehicle, and ensuring all security and tracking devices are active and maintained.

It is also a condition of this policy that Your Insured Vehicle is kept in good repair.

Furthermore, We will not pay for any costs arising from Loss or damage to Your vehicle after an Accident, theft or breakdown unless You have taken reasonable steps to protect or safeguard it.

### **GST Notice**

Your policy has a GST provision in relation to premium and Our payment to You for claims. Please read it carefully, and seek professional advice if You have any queries about GST and Your Insurance.



## **Sums Insured**

Provided We can recover GST, the sums insured under this policy are exclusive of GST. GST will be added, where applicable, to all claim payments.

## **Other Insurance**

If at the time any claim arises under this policy there is any other existing insurance covering the same Loss or liability We will only pay or contribute in excess of the amount payable under that other existing insurance.

## **Priority of indemnity**

If the indemnity provided by this policy is insufficient to indemnify all Insureds the Insured named in the Schedule shall have priority over all other Insureds.

## **Jurisdiction**

The law of New Zealand shall apply to this policy and the New Zealand courts shall have exclusive jurisdiction to determine any disputes.

## **Observance**

We shall not be liable to make any payment under this policy unless:

- a. the Insured has observed the terms conditions and endorsements of this policy as far as they relate to anything to be done or complied with by the Insured;
- b. the statements and answers in any proposal form or in any claim form or in any statement in support of a claim are true and accurate insofar as the truth of such statements or answers is material.

## **Legal personal representation**

The terms Exceptions and Conditions of this policy so far as applicable and with any necessary modifications shall apply to the Insured's legal personal representative.

## **Insurance Law Reform Act**

The Conditions and Exceptions in this policy are subject to the Insured's rights set out in the Insurance Law Reform Acts 1977 and 1985.

## **Insured Vehicles**

A Schedule of the Insured Vehicles and the Book Value of each shall be submitted to Us at the beginning of each Period of Insurance.

## MAKING A CLAIM

### WHAT YOU MUST DO

We may not pay Your claim if You do not act as follows.

#### 1. Do not admit liability

You must not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim;
- b. offer or agree to settle any claim, without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims and the Insured shall give all such information and assistance as We may require.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

#### 2. Prevent further damage

You must take all reasonable precautions to prevent any further Loss or liability.

#### 3. Contact the police

You must contact the police and request they attend the scene of the Accident, including if any person was injured as a result of the Accident.

If Your Vehicle is stolen or suffers Malicious Damage you must contact the police immediately.

You must also attend the police station to complete all necessary documentation if directed to do so.

#### 4. Contact Us as soon as possible

If there is any Accidental Loss or liability which is likely to result in a claim, You must give Us immediate notice with the full details of any Loss, damage or anticipated or alleged liability.

You or Your representative must give Us full details in the manner We request which will be either:

- a. in writing by completing Our claim form which will be supplied to You when You contact Us; or
- b. verbally.

Any correspondence You receive regarding the Accident or event must be sent to Us immediately. You must advise Us immediately of:

- a. any notice of impending prosecution;

- b. details of any inquest or official enquiry.

## **WHAT HAPPENS AFTER YOU MAKE A CLAIM**

### **1. Excess**

An Excess is the amount shown in the Schedule which You must pay when You make a claim under Your policy unless We state an Excess does not apply.

### **2. Deciding who is at fault**

We will be solely responsible for deciding whether You contributed to the cause of an Accident.

### **3. Authorising repairs**

Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We, or the assessor appointed by Us, will make the necessary arrangements with You.

Once a decision has been made, We will authorise the repairer selected by Us (using genuine parts subject to local availability) to commence repairs to Your Vehicle.

You cannot authorise repairs to Your Vehicle without Our prior consent.

### **4. Spare parts**

If We are unable to repair the part, We will replace with genuine parts subject to local availability. If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in New Zealand (together with a reasonable charge for fitting) for the supply of any spare part. In the event that any spare part cannot be obtained immediately, We may choose to pay You the value of the spare part (together with a reasonable charge for fitting) rather than supply the spare part.

### **5. Guarantee and warranty**

We guarantee material and workmanship on repairs We authorise for as long as You own or lease Your vehicle. This guarantee is not transferable.

### **6. Assist Us with Your claim**

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not, We may not pay Your claim or provide cover.

If We have the right to recover any amount payable under this policy from any other person, You must co-operate with Us in any action We may take.

## **7. Our rights of recovery**

We have the right to recover from any person, in Your name, the amount of any claim paid under this policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.

The amount of Excess You have paid will only be refunded when We have recovered the total amount We have paid under Your claim, unless We agree otherwise.

## **8. Salvage of Your Vehicle when it is a Total Loss**

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value for Your Vehicle, the wreckage of Your Vehicle will become Our property, and We will keep the proceeds of any salvage sale.

## **9. Payment of unpaid premium when Your vehicle is a Total Loss**

If Your Vehicle is a Total Loss and We have agreed to pay the Book Value for Your Vehicle, the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You.

If We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

## **10. No return of premium after a Total Loss**

If Your Vehicle is a Total Loss and We have agreed to pay the Book Value for Your Vehicle, no return of premium will be made for any unused portion of the premium.

## **11. GST**

We will adjust Your claims payment in accordance with the GST provision noted under Conditions of cover, GST Notice.

# **OTHER INFORMATION**

## **Renewal procedure**

Before this policy expires We will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that You check the information shown before renewing each year to satisfy yourself that the details are correct.

## **Privacy Act**

Pursuant to the Privacy Act 1993, the following information is provided for Your benefit:

- the proposal collects personal information about You.
- the information is collected to evaluate the Insurance being sought.
- LeasePlan collects personal information about You to evaluate the Insurance you have obtained. The intended recipients of the information are Allianz Australia Insurance Limited.
- the information is being collected and held by LeasePlan.
- the collection of this information is required pursuant to the common law duty to disclose all the material facts relevant to the Insurance sought and is mandatory.
- the failure to provide this information may result in the application for Insurance being declined, or the Insurance being void from the beginning.
- You have the right of access to, and correction of, this information subject to the provisions of the Privacy Act 1993.

## **Fair Insurance Code**

Allianz supports the principles of the Fair Insurance Code. The purpose of this code is to increase the standards of practice and service within the insurance industry. A copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website ([www.icnz.org.au](http://www.icnz.org.au)).

## **Complaints - internal and external complaints procedure**

If you are unhappy with any of Your dealings with Us in connection with this Insurance, simply contact the LeasePlan Insurance team on 0800 LEASEPLAN (532 737), by e-mail at [contactlpnz@leaseplan.co.nz](mailto:contactlpnz@leaseplan.co.nz) or by fax to +649 583 2002. Most times LeasePlan will be able to resolve the matter to Your satisfaction.

LeasePlan has an established complaints and disputes resolution process designed to log, track, escalate and monitor complaints received from clients and customers. A complaints consultant will be assigned to the management of Your complaint and will acknowledge Your complaint within three business days of notification of the complaint. If further information is required to consider the complaint, it will be requested at this time. LeasePlan will write to You within 10 business days advising the outcome of the review and reasons for their decision. Any complaint or dispute is not considered to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

**If you are not satisfied with the outcome of this process**

If you are still dissatisfied, a dispute can be referred to the Financial Services Complaints Limited (FSCL) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. To find out more about the role of FSCL and FSCL's Terms of Reference, refer to FSCL's website – <http://www.fscl.org.nz/> or you can contact them as follows:

Financial Services Complaints Limited  
P O Box 5967  
Lambton Quay  
Wellington 6145  
Freephone: 0800 347 257  
Email: [info@fscl.org.nz](mailto:info@fscl.org.nz)