

# Mercedes-Benz Insurance

Motor Vehicle  
Insurance Policy



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## Introduction

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Welcome to Mercedes-Benz Insurance, where protection meets peace of mind and where life's uncertainties become opportunities for a worry-free journey.

At Mercedes-Benz Insurance we understand that life is an adventure, and we're here to ensure you enjoy every moment, secure in the knowledge that we've got you covered.

We've designed this insurance cover with you in mind and have included features and benefits that will keep you protected. If you have a claim, simply contact us and we'll take care of you.

## Contact us

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Our dedicated team is here to assist you and provide the support you need. Whether you're looking to discuss your insurance cover, have a specific concern, or need to lodge a claim we're available on **09 922 6188** or **[policyhub@aioi.co.nz](mailto:policyhub@aioi.co.nz)**

We value open communication and are committed to ensuring your experience with us is seamless and supportive.

## Key features and benefits

The information presented in this table is indicative and subject to specific terms and conditions. To fully comprehend the cover offered, please read this policy for full details.

### Summary of your cover

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### The purpose

This policy includes protection for accidental loss or damage to your motor vehicle and provides cover for accidental loss or damage to other people's property for which you are liable.



### Your privacy

We are dedicated to safeguarding the privacy of your personal information, as outlined in our privacy policy. Refer to "*The Privacy of your personal information*" section for more information.



### Your promise to us

You are required to provide truthful, accurate, and complete responses to the specific questions we pose in order to determine your eligibility for insurance or to process your claim.

Failure to provide honest, accurate, or complete information may result in a reduction or declination of any claims you make, or policy cancellation, or treating your policy and any other policies you have with us as if they had never existed.



### Cooling off Period

You can contact us to cancel your policy within 21 days from the start date of your policy provided no claims have been made. This is called the cooling-off period. In such cases, we will provide a full refund of any premium paid. Refer to *Section 4 Policy conditions* for more information.



### Cancellation at other times

If you cancel your policy, we will refund the balance of the premium for any unexpired insurance period, provided no claims have been made. This refund will be subject to a processing charge covering reasonable administrative and transaction costs.

If a total loss claim has been paid under this policy, no refund will be granted. If you pay your premium by instalments or if the premium has not been paid in full for the period of insurance within which the claim occurred, you'll be required to pay the remaining balance. Refer to *Section 4 Policy conditions* for more information.



### Duration of cover

Your cover duration is outlined in the “Period of Insurance” section of your policy schedule, indicating the period within which you can make a claim under your policy.



### How we calculate your premium

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your motor vehicle to calculate the premium.

Significant factors affecting your premium include but are not limited to the below:

- Your motor vehicle details;
- How you use your motor vehicle;
- The location your motor vehicle is kept;
- If the motor vehicle is financed;
- Driver details like age and gender;
- Insurance history of drivers;
- Licence history of drivers;
- Any claims you make;
- Any voluntary excess that you choose;
- Paying annually or by instalments.

Applicable commissions to intermediaries and government taxes also influence the calculation.

Interest will be charged by your finance provider on your premium if you financed it. This interest is separate from your insurer and your finance terms will tell you more about the interest that is part of your finance agreement.



### Excess

An excess is the amount you’re required to pay when making a claim on this policy, irrespective of whether you’re responsible for the loss or damage. Your specific excess details are outlined in your policy schedule. Refer to *Section 6 Excess* for more information.



### Making a claim

Contact us promptly on **09 922 6188**. Refer to *Section 5 Making a claim* for more information.



When we will not pay your claim

Some things are not covered under your policy and some benefits have limits. You need to read your policy to understand what these are. These are important obligations and exclusions that apply to all parts of your policy. The main sections that discuss what is not covered are in *Section 1, Section 2 and Section 3*. The section titled "Information about your motor vehicle" also has some key information.



Our service commitment to you

We are dedicated to delivering the highest standard of service. If you are ever dissatisfied with any outcome of your dealings with us, we encourage you to utilise our internal dispute resolution service. If our final decision is not agreeable, you have the option to appeal to the Insurance & Financial Services Ombudsman (IFSO), an external and independent dispute resolution scheme, of which we are a member. These services are provided at no charge to you and are additional to your rights under the law. Refer to *Section 7 Complaints* for more information.



# Your policy

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## We appreciate your decision to insure with Mercedes-Benz

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Thank you for choosing to insure your motor vehicle with Mercedes-Benz Insurance. This policy wording details and documents the terms of your policy. However, if you have any uncertainties, please reach out to us at **09 922 6188**.

## Dedicated to protecting our policyholders

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At Mercedes-Benz, we look to provide excellent service and sensitivity to our customers experiencing vulnerability, as we acknowledge that at different times anyone may need help due to unforeseen events.

## Important details regarding your motor vehicle insurance policy

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### Your Documents

To fully understand the policy, it is important to read both the Mercedes-Benz Insurance policy wording document and policy schedule, which detail the insurance cover we are providing. The cover is governed by the limitations, terms, and conditions outlined in these documents. These documents collectively constitute the insurance contract between you and us. Unless explicitly stated otherwise, all exclusions in this policy apply to all its parts.

Your insurance policy is composed of this pre-printed motor vehicle insurance document, which specifies the terms, conditions, and cover limits, the proposal summary containing information from the application process, and your most recent policy schedule.

Whenever you notify us of a change in your information or details, we will send you an updated policy schedule, which may also include variations to the terms of your policy. These endorsements and any supplementary policy wording should be read in conjunction with your Mercedes-Benz Motor Vehicle Insurance Policy as they jointly form the contract of insurance between you and us.

We advise you to thoroughly read all your policy documents to ensure that you fully comprehend the information provided.



## Paying your premiums

You must pay the premium by the due date. As long as the premium is paid for the duration of the policy period of insurance, the cover will be in effect. If you do not pay the premium due at commencement or on renewal by the due date, you may have no cover from the due date.

If you opt for installment premium payments, it is imperative to ensure timely and up-to-date payments on the debit date due each period. Refer to *Section 4 Policy conditions* for more information.

On renewal we will automatically continue to debit your provided bank account so that your policy can renew. Please note that in most cases it is less expensive to pay annually.

Claim processing is contingent upon payment of your premium, and failure to pay by the due date may result in the termination of your policy, or your claim being rejected entirely.



## Type of Insurance

This policy offers protection for the loss or damage to the motor vehicle. However, please note that not all types of loss or damage are covered.

For a more detailed explanation of what is excluded, please refer to *Section 3 What you are not covered for* in this document. This policy also contains conditions and obligations that you must meet.



## Words with special meaning

This document includes specific terminology with unique meanings. To understand these terms, please refer to the definition provided in *Section 8 Definitions*.

## **The terms of our contract with you**

We agree to provide you with the insurance set out in this policy (*Section 1 Comprehensive motor vehicle insurance and Section 2 Legal liability*). For us to provide you with cover, renew or modify your policy as outlined in this policy, our decision and agreement is contingent on receiving your premium and compliance with all terms and conditions outlined in the policy.



## **Your responsibilities**

When we insure you, it is imperative that you provide accurate, honest, and complete responses to the questions that we ask to determine your eligibility for cover and processing of claims. The policy is based on the information you have disclosed to us. Keep in mind that your responses apply to yourself, and any other individuals insured under your policy.



## **Your Duty of Disclosure**

When you apply for insurance, or renew or change this insurance, you have a duty of disclosure. You or anyone acting on your behalf have a duty to tell us information that is material to our decision whether to accept, renew or change the insurance and if so on what terms including premium.

Your responsibilities also include:

- Paying your premium on time;
- Providing us with truthful and accurate information;
- Keeping your motor vehicle secure at all times and taking reasonable precautions to prevent loss or damage occurring;
- Keeping your property well-maintained;
- Notifying us immediately if you have another insurance policy that covers any of the same risks as outlined in this policy.

Failure to adhere to these terms and conditions may result in:

- Refusal to honour a claim;
- Decrease the pay-out for a claim;
- Rejection of a claim entirely;
- Cancellation of the policy.
- Void the policy from it's beginning.



## Changes in circumstances

You must immediately inform us if any of your circumstances change. This includes:

- You or anyone who is likely to drive your car has their driver licence cancelled, suspended, disqualified, restricted or endorsed;
- You or any person who is likely to drive your car has been charged with or convicted of, a criminal act or offence;
- You have had a policy with any other insurer cancelled, declined, conditions imposed or a claim refused;
- Your address changes including where you keep your motor vehicle;
- You using your motor vehicle for a different purpose;
- You modifying your motor vehicle, adding accessories, or making alterations;
- Changes in ownership or if the main, regular or youngest drivers change and if there are any changes in the age of the drivers as noted on your policy schedule;
- Significant changes that may affect the nature of the insured risk or increase the likelihood of a claim under this policy.

Additionally, notify us immediately if any information on your renewal notice or other notices from us is incorrect, incomplete, or needs updating.

Any changes notified to us may result in a change to your premium or cover. Refer to *Section 4 Policy Conditions* to understand more about how we apply this premium to your policy.

## **The privacy of your personal information**

We are committed to protecting the privacy of your personal information. That commitment is reflected in our compliance with the Privacy Act 2020.

We will, with your help, keep your information accurate, complete, and up to date. Personal information includes your name, address, age, occupation, or insurance profile. We collect this information for all purposes in connection with this insurance cover, including considering your request for insurance purpose, evaluating any future insurance application, communicating with customers, compiling statistic, providing products and services, and for the purpose of disclosure to parties with a financial or other interest in the subject matter of the proposal.

We will provide your personal information to a third party if required by law. If necessary, we may also disclose your personal information to a third party when processing a claim, confirming information to a third-party when processing a claim, confirming information, administering this policy and where customer research is conducted by us or on our behalf.

Intended recipients of the information include Aioi Nissay Dowa Management New Zealand Ltd, Mercedes-Benz Financial Services Limited, Mercedes-Benz Limited, Willis Towers Watson and their agents, other insurance companies, claims assessors, investigators, consumer research organisations and finance companies (if noted in your policy schedule).

The information is collected and held by Aioi Nissay Dowa Management NZ Ltd of PO Box 17504, Greenlane, Auckland 1546.

You have rights of access to, and correction of this information subject to the provisions of the Privacy Act 2020.

To keep you informed of special or exclusive offers, including new products and services, we may share your personal information with the agent who arranged this policy for you. If you do not wish to receive this information, you may contact us by calling the number listed on the back cover of this document.

## **Step-by-step guide: actions to take in case of loss or damage**

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- Make sure everyone is safe. For emergencies, call 111.
- Do anything that you can to prevent any further loss, damage, or liability. Report any accident to the police. Contact us as soon as possible by calling **09 922 6188**.
- If you delay in reporting your claim, we may not pay for any additional loss, damage or liability caused by the delay.
- When you contact us, describe details of what has happened. If the damage to your property is caused by another person and if possible, please provide us with their name, address, phone number and if applicable, their insurer detail.

For further information please refer to *Section 5 Making a claim*.



# Policy Features

Features	Maximum Limits
 Baby capsule or child seats	\$500
 Damage to motor vehicle	Replacement or Agreed Value or Purchase Price
 Emergency travel support	\$1,000
 Fatal accident cover	\$5,000
 Glass cover	Yes (Excess free, only first claim)
 Keys and locks	\$1,000
 Legal liability protection	\$20,000,000
 Manslaughter defence costs	\$2,000
 Marine transportation cover	General average and salvage charges
 Medical expenses	\$500
 Mercedes-Benz genuine parts	Up to 5 years old Mercedes-Benz motor vehicle
 Mobility cover	Yes, up to 21 days
 New motor vehicle replacement	Up to 36 months and <100,000 kms
 Personal items	\$1,000
 Reparation	\$250,000
 Lost key (labour)	\$100
 Towing costs	\$2,000
 Trailer cover	\$1,000
 Transport costs	\$500

## **Information about your motor vehicle**

In this policy, 'your motor vehicle' is defined and means the registered and licensed motor vehicle specified in the policy schedule. Refer to *Section 8 Definitions* for more information.

### **Who can drive your motor vehicle?**

Your motor vehicle is covered when driven by any driver who is older than the youngest regular driver.

You must tell us:

- The age and licence type of the main driver, who is the most frequent driver, and they must be named on your policy schedule.
- The age and licence type of the youngest regular driver, and they must be listed on your policy schedule.

A regular driver is defined as someone driving the motor vehicle more than once per month.

Drivers must comply with and fit our underwriting criteria. If you are unsure, please contact us.

An undisclosed driver excess will apply, if the motor vehicle's driver was under 30 years old and younger than the youngest driver specified on the latest policy schedule or renewal notice. Please refer to the *Section 6 Excess* for more information.

### **Your motor vehicle usage**

#### **Private use**

If you have chosen to use your motor vehicle for private use (as shown on the policy schedule) this means that you may use your motor vehicle for personal and recreational purposes and when you travel to and from your place of work.

#### **Business use**

If you have chosen to use your motor vehicle for business use (as shown on the policy schedule), then you may use your motor vehicle for private use and in connection with your business where you are earning an income.

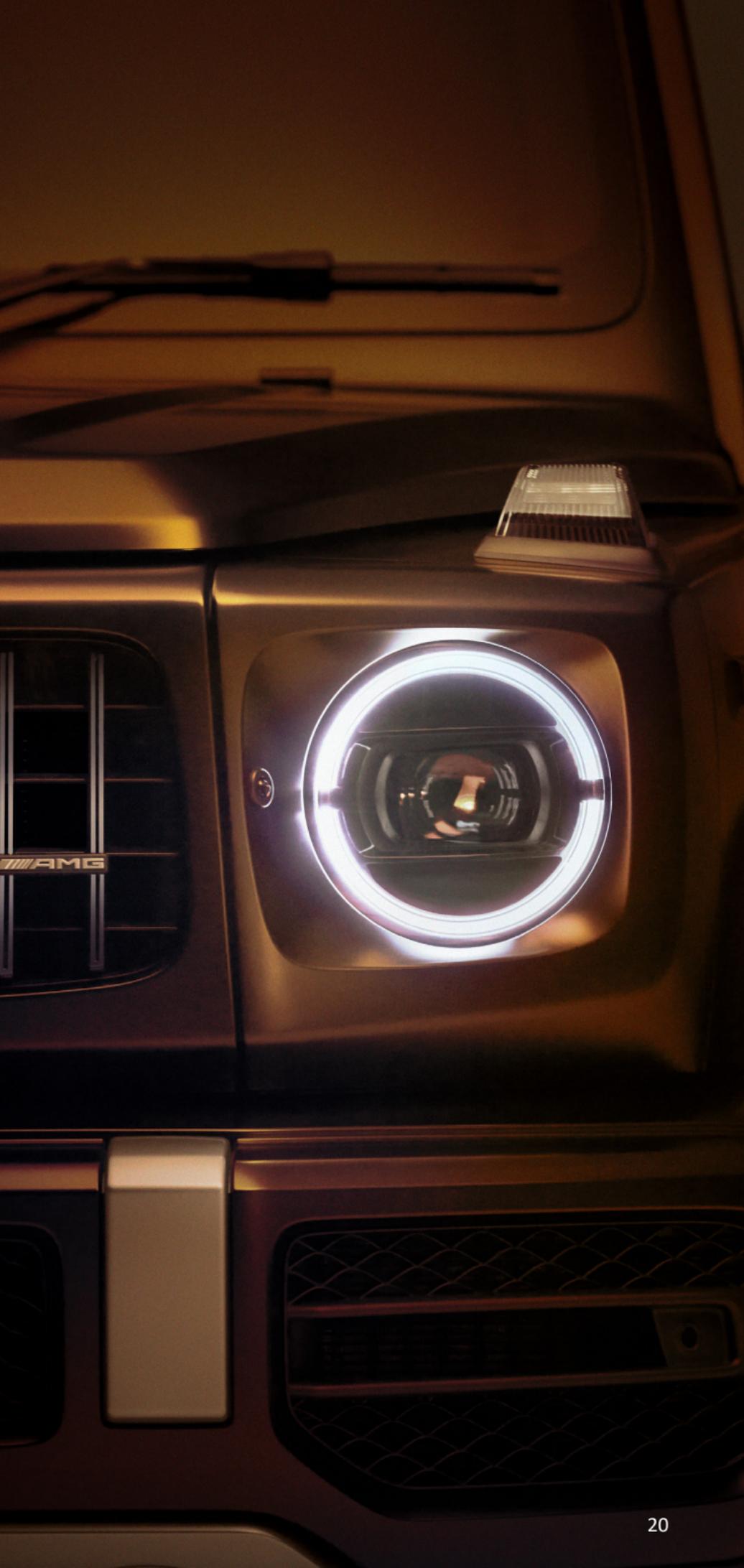
## **When cover does not apply**

We do not consider the following as private or business use and therefore do not cover your use of the motor vehicle in the following circumstances:

- Courier or delivery (including NZ Post);
- Rental, hire, taxi, for fare or reward of any kind, or courtesy shuttle services (such as hotel/airport drop off or pick up);
- Rideshare or food delivery;
- Driver education;
- Racing, rallying, trials or sporting events;
- Removalist;
- Security patrol or being used in connection with emergency or law enforcement;
- Tour operation;
- Transporting explosives or dangerous goods.

There is no cover if your motor vehicle is in the custody of a motor vehicle dealer or prospective purchaser for the purpose of sale or consignment. Insurance coverage does not extend to situations where your motor vehicle is entrusted to a motor vehicle dealer or potential buyer for sale or consignment purposes.





# 1 Comprehensive motor vehicle insurance

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## Cover for your motor vehicle

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Under this policy, you are covered for sudden, accidental physical loss or damage to your motor vehicle in New Zealand during the insurance policy period. This includes whilst in transit and being carried by a licensed transport provider in New Zealand.

## What we will pay

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### Repairable damage

At our option, we will:

- Arrange for the repair\* of the motor vehicle or
- Compensate you for the repair costs based on the estimate provided by our assessor.

\* Repairs will be conducted by our Approved Repairer Network using approved parts.

When we repair your motor vehicle, we will, on occasion, be required to source parts from overseas. We will not cover any consequential loss due to manufacturer or freight times. For parts, accessories, or tools obtained overseas that are unavailable in New Zealand, we will compensate based on the market value at the time of loss. The maximum payout is the last known selling or list price in New Zealand, plus the reasonable fitting cost.

### Total loss settlement basis

If we decide that your motor vehicle is unsafe or uneconomical to repair or stolen and not recovered, then we will declare your motor vehicle a total loss.

In the event of a total loss, your motor vehicle wreckage, including any accessories (disclosed or undisclosed) and unexpired registration will become our property and we will retain the proceeds from any sale.

Once we accept your claim and decide the motor vehicle is a total loss, we will settle your claim as follows:

### New Mercedes-Benz motor vehicle

If your motor vehicle:

- was purchased new (from first registration as a new motor vehicle in NZ) from a Mercedes-Benz dealership, and

- within 36 months from first registration, and
- the loss occurred within 36 months and within 100,000 kilometres of you purchasing the motor vehicle new, and
- you hold this insurance policy from your motor vehicle purchase date,

then we will:

- Replace the motor vehicle with a new one of a similar model and specifications; or
- If a replacement motor vehicle is not available, compensate you for the purchase price as listed on the policy schedule.

If you have travelled more than 100,000 kilometres within the first 36 months, you will be compensated by market value.

After 36 months, you will be compensated by either agreed value or market value, whichever is printed on your policy schedule.

### **Used Mercedes-Benz motor vehicle**

If your motor vehicle was not purchased as new, we offer two compensation options:

- If your motor vehicle was acquired from a Mercedes-Benz dealership within the last 12 months, we will compensate you for the purchase price of the motor vehicle.
- In all other circumstances, we will compensate you based on the agreed value or market value whichever is printed on your policy schedule.

### **Non Mercedes-Benz vehicle**

In all circumstances, we will compensate you based on the agreed value or market value, whichever is printed on your policy schedule.

### **What we will not pay**

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There are conditions in which you are not covered. These are outlined in the *Section 3 What you are not covered for*.

## 1a Automatic additional benefits

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The following benefits are automatically included in your policy. Please note that some have limits that apply.



### Baby capsules or child seats

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If your claim for loss or damage to your motor vehicle is accepted, we will reimburse you for replacing stolen or damaged baby capsules or child seats fitted to your motor vehicle. We may choose to replace the item or pay an amount we consider fair market value at the time of the accidental loss or damage.

Compensation is not provided for undamaged items. You may be required to provide a police report and relevant receipts or invoices for verification.

The maximum we will pay for this benefit is \$500 per item.



### Emergency travel support

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If your motor vehicle is unable to be safely driven after theft or an accident over 100 kilometres from your home, we will reimburse reasonable costs for essential services, including transportation for you and passengers to your home or destination, transportation to collect your repaired motor vehicle, and temporary accommodation (room rental only) for you and passengers. Emergency trip continuation costs can be incurred without prior approval, but receipts and/or invoices need to be provided for reimbursement.

The maximum we will pay for this benefit is \$1,000.



### Excess protection

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In the event of the motor vehicle experiencing accidental loss or damage covered by this policy due to the actions of an identifiable driver of another vehicle, we will not apply an excess, provided you comply with following conditions:

- Provide sufficient information to demonstrate that the driver of the other vehicle was entirely at fault;
- Provide the accurate registration number of the other vehicle or information necessary to positively identify the driver (including their name and address);
- Offer reasonable assistance in recovering your claim from the driver of the other vehicle or its owner.



## Fatal accident cover

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If you, your partner or a family member experiences an injury leading to death while travelling in your motor vehicle directly resulting from an accepted claim that is covered by this policy during the policy period, we will provide a \$5,000 payment provided that death is within 3 months from the date of the accident.

This benefit will not be paid in the following situations:

- Death resulting from suicide or any self-inflicted injury;
- If you, your spouse, or immediate family members were not seated in the motor vehicle in compliance with New Zealand law.

The maximum we will pay for this benefit is \$5,000.



## Glass cover

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If your motor vehicle is less than 5 years old from the date that it was purchased new, we will use new Mercedes-Benz genuine parts for the repair of your motor vehicle. This includes your glass replacement provided you use a Mercedes-Benz insurance approved glass repairer. If Mercedes-Benz genuine glass is not available or appropriate, then Mercedes-Benz Insurance approved aftermarket glass will be fitted.

If your motor vehicle is 5 years or older from the date that it was purchased new, we will replace windscreens and window glass with compatible aftermarket glass that meets all New Zealand safety standards.

When a glass replacement claim is accepted for accidental physical damage to windscreen and window glass, the excess will not be applicable for the first claim in a policy period. The policy excess will apply for all subsequent glass replacement claims.

No excess applies for windscreen chip repairs given a Mercedes-Benz Insurance approved provider completes the repair. The policy excess will apply if a non-approved provider is chosen to complete the repair.

Sunroofs, headlight glass, headlight protectors, tail-light glass, or driving lights are not categorised as Glass cover and will require an accidental physical damage claim to be lodged and the excess will be applicable.



## Keys and locks

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If any of the keys to the motor vehicle are lost, stolen or believed on reasonable grounds to have been duplicated without your consent during the period of insurance, we will pay the reasonable cost of replacing the keys and the locks they were for.

Cover is provided if:

- You report the loss or theft of the keys or devices to the police, and they deem recovery unlikely; or
- The locks and barrels of your motor vehicle are undamaged; or
- The keys or devices were not stolen by individual whom you know or is a relative; and
- You have no other insurance for this loss.

The maximum we will pay for this benefit is \$1,000 over and above any applicable excesses.



## Marine transportation cover

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If your motor vehicle is being transported by a marine vessel within New Zealand waters, we will pay your contribution for any general average and salvage charges if such maritime conditions apply.



## Medical expenses

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If you, your spouse, or immediate family sustain a bodily injury in a motor vehicle accident as part of an accepted claim under this policy, we will cover medical, surgical, or dental expenses beyond accident compensation or private insurance payments.

The maximum we will pay for this benefit is \$500 per event.



## Mercedes-Benz genuine parts

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If your motor vehicle is less than 5 years old from the date that it was purchased new, we use new Mercedes-Benz genuine parts for the repair of your motor vehicle. We will pay the reasonable costs for these parts.

If your motor vehicle is 5 years or older from the date that it was purchased new, we use parts that are compatible with the age and condition of the motor vehicle at the time of the accident.

Motor vehicles not made or imported by Mercedes-Benz may be repaired with non-manufacturer parts, ensuring compatibility with the motor vehicle's age and condition.



## **Mercedes-Benz repair guarantee**

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If your motor vehicle is repaired by one of our Mercedes-Benz Insurance approved Repairers, we assure the quality of workmanship, parts, and materials used for the claim-related repairs. This guarantee remains valid as long as you own the motor vehicle in New Zealand.



## **Mobility cover**

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We will assist with reasonable costs for transportation to ensure you remain mobile supporting essential travel immediately following an accident.

We can arrange a rental motor vehicle/courtesy motor vehicle for you through a Mercedes-Benz insurance approved rental motor vehicle/courtesy motor vehicle provider. We will cover a maximum of 21 days for this benefit in a hatchback class motor vehicle. You are liable for any costs outside this 21-day period. Other motor vehicle classes may be available with a small top up contribution.

We do not pay for fuel and running expenses or any additional charges for extras. You may need to provide a bond directly to the rental motor vehicle/courtesy motor vehicle provider to cover any of these additional charges or running expenses.

Motor vehicles arranged for you, either as courtesy or rental, are automatically covered under your insurance policy. In the event of a claim for accidental physical loss or damage, your standard excess will be applicable.

To receive a rental or courtesy motor vehicle, you must fulfil the eligibility criteria set by the Mercedes-Benz Insurance Nominated Repairer or the designated rental motor vehicle company. Failure to meet these guidelines will result in the non-provision of this benefit.

Alternatively, we can provide reimbursement for other modes of transportation such as:

- Public transport; or
- Taxi/Uber.

Other forms of transport may also be acceptable and must be pre-approved by Mercedes-Benz Insurance prior to engagement. We will reimburse up to \$25 per day up to a maximum of 21 days for this benefit.

If it is not possible for any reason for us to supply the rental motor vehicle/courtesy motor vehicle benefit, then the alternative reimbursement benefit or \$25 per day will apply.

If the motor vehicle is uneconomic to repair, cover under this benefit ends when we settle your claim which may be prior to 21 days.



## **Personal items**

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We cover your personal property belonging to you, your spouse, or dependent children if it is stolen from inside your locked motor vehicle, taken with the motor vehicle or physically damaged in a motor vehicle accident.

We will either cover the repair cost to restore the item or provide compensation based on its present value. If necessary, you may need to provide a police report and relevant receipts/invoices.

Cover does not apply in the following circumstances:

- Property covered by another insurance policy;
- When items are found undamaged;
- Mobile phones, laptops or any other electronic devices are not covered;
- No cover is offered for cash, cheques, negotiable items, credit cards, jewellery, dashboard cameras and radar detectors;
- No cover is provided for income-generating items such as those used for a business or professional services.

The maximum we will pay for this benefit is \$1,000.



## **Replacement motor vehicles**

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Upon purchasing a replacement motor vehicle, we offer temporary cover for up to 14 days following the purchase of the new replacement motor vehicle under the same terms that apply to your current motor vehicle policy.

This temporary cover provides cover up to the purchase price of the replacement motor vehicle, capped at \$100,000.

Simultaneous cover for two motor vehicles is not provided under this policy.

Cover is not applicable if the replacement motor vehicle is already covered by another insurance policy.



## Temporary repairs

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We cover reasonable costs for essential temporary repairs to make the motor vehicle roadworthy after a covered loss to reach your destination.



## Towing costs

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If your motor vehicle is unsafe to drive after an accident, we will pay the necessary and reasonable towing expenses to transport it to the nearest authorised repairer or another secure location.

We will also pay reasonable costs to clear debris from any road or parking area as a result of an accident involving your motor vehicle.

If your motor vehicle is stolen and later found, we will cover the costs of returning it to either the original theft location or another mutually agreed-upon place.

The maximum we will pay for this benefit is \$2,000.



## Trailer cover

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We cover accidental loss, damage, or theft of your registered trailer, boat, or caravan if it was either attached to or accidentally detached from your motor vehicle during the accident.

We will not pay for any property being carried in or on the trailer, boat or caravan, or for any item that is insured elsewhere against loss or damage.

The maximum we will pay for this benefit is \$1,000.



## Transport costs

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We cover reasonable transportation costs after an accident for you and your passengers from the loss location to your home or nearest destination.

The maximum we will pay for this benefit is \$500.



## **2 Your legal liability**

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We will provide cover for your legal liability to other people's property and reparation.

### **Legal liability**

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We will cover you or anyone you authorise to drive your motor vehicle for legal liability to pay compensation for physical loss or damage to another person's motor vehicle or property (not yours), where the loss or damage:

- Results from an accident occurring in the period of insurance; and
- Is caused by or through or in connection with the use of your motor vehicle.

If you authorise another person to drive your motor vehicle, then we will cover their legal liability only if:

- Their liability is not covered by any other insurance, and
- The person using the motor vehicle meets all the same terms of this policy that you must meet.

In addition, if you have cover for your legal liability under another insurance policy, the cover will not be covered by this policy.

The maximum we will pay is up to \$20,000,000 for your legal liability resulting from a single motor vehicle accident.

### **Legal costs**

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We will cover all reasonable legal defence costs and expenses incurred for any legal liability claim or action defended on your behalf that is covered under this policy subject to our prior approval of these costs.

The maximum we will pay for this cover is \$10,000.

### **Reparation**

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Reparation refers to a monetary award mandated by a New Zealand court under section 32 of the Sentencing Act 2002, intended for the victim of an offence.

In the event that you commit an offence in connection with the operation of your motor vehicle, we will pay the necessary compensation to a victim who has suffered bodily injury, mental anguish, mental injury or has passed away. Provided:

- You notify us right away if you or anyone else covered by *Section 1 and/or 2* of this policy is accused of committing any crime related to the use of a motor vehicle that causes property damage or loss, or causes bodily harm to another individual, and
- Prior to making any offer of compensation, we provide our written consent.

If the person operating your motor vehicle received your consent to do so and they are not covered by another insurance policy for their obligation to make reparations, they are also eligible for this cover.

We shall not extend cover to any amounts that fall within the scope of the Accident Compensation Act 2001 (the Act), or would have been covered but for the following circumstances:

- Failure by the victim to notify a claim promptly and accurately to the Accident Compensation Corporation within the stipulated timeframe under the Act; or
- The victim's voluntary decision, regardless of the rationale, to forego claiming any entitled amount under the Act; or
- A determination by the Accident Compensation Corporation to reject a claim or restrict its liability, either wholly or partially, for any conceivable reason.

We will not cover any legal defence costs, levies or monetary penalty for any offence under reparation.

The maximum we will pay for reparation resulting from a single motor vehicle accident is \$250,000.

## **Manslaughter defence costs**

We will cover you or any insured driver:

- Legal defence costs necessarily and reasonably incurred if charged with manslaughter, reckless driving causing death, dangerous driving causing death, or careless driving causing death; and
- Legal representation costs necessarily and reasonably incurred for inquiries or coroner's inquests related to a death resulting from driving by you, the listed drivers, or family members (with your permission) during the policy period.

The maximum we will pay during the policy period is \$2,000.

## What you are not covered for

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Under your legal liability, you are not covered:

- For any property loss, whether owned or under your or anyone covered under this policy's care, custody and control, except for clothing, personal effects, and luggage of passengers.
- If your motor vehicle was being used without your permission at the time of the accident.
- For property carried by, loaded into, or unloaded from any motor vehicle or attached caravan/trailer.
- For any loss or damage if you or someone else using your motor vehicle:
  - Violates the terms and conditions of the policy.
  - Agrees to accept liability without our explicit written consent, and such liability would not have existed without that agreement.
- For any fines, penalties, punitive or exemplary damages.
- For any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.
- For the loss or damage to property, which includes bridges, viaducts, roads, anything beneath a road, underground pipelines or cables, or any other underground installation which is caused by vibrations, the weight of your motor vehicle, the load weight carried by your motor vehicle or the combined weight of the load and your motor vehicle.

### **3 What you are not covered for**

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#### **Repairing your motor vehicle**

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When your motor vehicle is undergoing repairs, we will not cover:

- Costs incurred due to the inability to match existing paint, wheels, tyres, fabrics, or other parts of the motor vehicle.
- Costs for replacing any part or accessory that has not incurred physical loss or damage;
- Costs related to rectifying faulty workmanship or incomplete repairs that occurred prior to the accident;
- Costs linked to repairing pre-existing damage your motor vehicle had before an accident that led to a claim;
- Any diminished value of your motor vehicle after it has undergone repairs in accordance with this policy.



#### **Protecting your property**

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It is your obligation to safeguard and protect your property.

This policy does not cover:

- If you neglect to take reasonable measures to protect your motor vehicle from loss at all times;
- If you leave the motor vehicle unlocked and/or the keys inside when the motor vehicle is unattended;
- If you neglect to move your car away from rising waters including tides;
- If you intentionally drive into water.



## **General exclusions**

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This policy does not cover:

- Loss, whether financial or otherwise, due to the inability to use your motor vehicle;
- Consequential losses, unless otherwise specified in this policy;
- Costs resulting from unreasonable delay in notifying us of a claim, or demands leading to a claim, fines, penalties, or liquidated damages;
- Loss or damage to accessories unless part of the manufacturer's standard fitting for the motor vehicle model or explicitly specified in the policy schedule;
- Modifications to your motor vehicle deviating from the original manufacturer's specifications, unless disclosed and agreed upon for cover;
- Loss, damage or legal liability already covered by other insurance; no contribution will be made toward claims under other policies;
- Any loss of electronic data and/or liability arising from this, including loss of use, reduction in functionality or any other associated loss or cost in connection with the electronic data;
- Damage to your motor vehicle, including the engine or fuel system, caused by using the incorrect type of fuel, fluid or additive;



## **Driving under the influence**

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We will not cover any loss, damage or legal liability if the driver of the motor vehicle or the person using the motor vehicle:

- Has a blood alcohol content or a breath alcohol concentration that exceeds the legal limit;
- Driving under the influence of alcohol or illicit drugs, whether by you or any other individual;
- Refusal to take a breath or blood test following an accident, even when legally obligated to do so;
- Is under the influence of a drug, medication or any other intoxicating substance (illicit, prescribed or otherwise) which causes you to be unable to drive the motor vehicle safely.
- Fails to stop or remain at the scene following an accident as required by law.

This exclusion does not apply if the driver of the motor vehicle has stolen it, as long as you file a police report.



## **Drivers without a license**

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This policy does not cover:

- You or any other individual operating the motor vehicle without a valid driver's licence, or if the driver is not abiding by all the restrictions, terms, or conditions of their license. This includes where drivers who have learners or restricted driver licence type are not complying with the conditions of their licence.

This exclusion does not apply if the person in charge of driving the motor vehicle has stolen it, as long as you file a police report.



## **Lawful seizure or unlawful use**

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This policy does not cover:

- Use for any illegal purpose, unless you can demonstrate that such use was done without your knowledge or consent;
- Lawful seizure or seizure by any person, entity or organisation that is legally authorised to do so (unless the order is provided to control any unintentional loss that is covered by this policy).



## **War, military actions & pandemics**

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This policy does not cover:

- War, acts of terrorism, hostilities or activities resembling warfare, invasion, foreign enemy action (whether a declaration of war is made or not), revolt, rebellion, civil war, revolution, uprising, military takeover, or usurped authority;
- Any losses, damages, or liabilities arising from pandemics, epidemics, communicable diseases of any kind including global infectious disease outbreaks.
- Any actions taken by a person, an entity or government body to control the communicable disease.



## **Environmental pollution and contamination**

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This policy does not cover:

- Contamination of fuel, including diesel bug or explosion; environmental, biological, chemical, radioactive, or nuclear pollution;
- Contaminants from organic, natural, or corrosive materials (such as sap from trees or bird faeces);
- Loss, cost or liability, directly or indirectly caused by or arising from the action of micro-organisms, particles or light.
- Any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the period of cover and is caused by a sudden accidental event that happens during the period of cover.
- Drug or methamphetamine contamination unless as a result of theft of the motor vehicle.



## **Exclusions for other types of damage**

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This policy does not cover:

- Wear and tear, corrosion, rust, and depreciation.
- Failure or breakdown of any mechanical, structural, electrical, or electronic component; harm arising from computer chip failure or any software virus. This exclusion does not apply in the event of loss caused by the following circumstances:
  - Any damage or loss resulting from fire.
  - Losses incurred due to collision, whether it involves vehicles, structures, or other objects.
  - Losses stemming from catastrophes.
- Damage to tyres brought on by applying brakes, cuts, punctures, or bursting, unless the damage is the consequence of an intentional harm or an accident;



## **Dangerous or unsafe motor vehicles**

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This policy does not cover:

- If a motor vehicle is being operated in a way that renders it unsafe, dangerous or unroadworthy;
- Your motor vehicle if it was carrying more weight—including passengers and towing—than the manufacturer had advised, and this added to the loss or damage;

- If you drive your motor vehicle in a damaged state or if someone else does.

This exclusion does not apply if:

- Neither you nor the driver were aware of such condition.
- Your lack of awareness was reasonable.
- You had taken all reasonable measures to maintain your vehicle.
- Your motor vehicle has been stolen and reported to the police.



### **Deliberate or irresponsible conduct**

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This policy does not cover:

- You or anybody in charge of your motor vehicle acts in a way that is reckless or grossly irresponsible;
- For intentional or deliberate acts or omissions that directly or indirectly cause loss or harm brought about by you or someone acting on your behalf;
- Use of the phone, navigation device or other electronic items that are illegally used as described by NZTA (Waka Kotahi) or relevant government authority.



### **Usage that is not covered**

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This policy does not cover use of the motor vehicle in connection with:

- Courier or delivery (including NZ Post);
- Rental, hire, taxi, for fare or reward of any kind, or courtesy (such as hotel/airport drop off or pick up);
- Rideshare or food delivery;
- Driver education;
- Racing, rallying, trials or sporting events;
- Removalist;
- Security patrol or being used in connection with emergency or law enforcement;
- Tour operation;
- Transporting explosives or dangerous goods.
- Your motor vehicle when it is entrusted to or in the custody of a motor vehicle dealer or prospective purchaser for the purpose of sale or consignment.



## 4 Policy conditions

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### If you change your mind

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You have the option to cancel your policy within the 21-day cooling-off period from the commencement of cover, provided no claims have been made. In such cases, we will provide a full refund of any premium you have paid.

### Joint policyholders

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When you insure your motor vehicle in the names of more than one person, and all of those people are named as an insured on your policy schedule, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before you purchase this policy and during the period of insurance), as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your policy schedule.

### Changing your policy

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- In accordance with applicable insurance laws, we may alter your policy at any time by sending a letter to your last-known address or the email address we have on file, 14 days following the date of our email or letter.
- You can request policy changes at any time. We must agree to these changes in writing before they become effective. We'll inform you of any applicable difference in premium and processing charge to cover administrative costs.
- If your circumstances change, and you don't promptly inform us or fail to pay any additional premium, we reserve the right to:
  - ◊ modify your policy terms; or
  - ◊ adjust premiums; or
  - ◊ reduce cover or change limits; or
  - ◊ cancel your policy.

## **Change of terms**

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In accordance with applicable insurance laws, we reserve the right to modify the terms of this policy, including the excess, at any time by sending a letter to your last-known address or the email address we have on file, 14 days following the date of our email or letter.

## **Renewing your policy**

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- A renewal offer for your insurance cover will be sent before its expiration to the email or postal address on record.
- The agreed value of your motor vehicle may be revised annually during renewal, and the updated value will be noted in your policy schedule.
- Submission of your premium payment indicates acceptance of the new policy terms.

## **Cancellation by you**

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- At any point, you can request that we terminate this policy. In the event that you decide to cancel your policy, it will take effect from the day we receive your request. We will reimburse the remaining payment for whatever time the insurance is not utilised, less any processing fees we incur to cover our fair transaction and administrative costs. For the portion of the insurance period that has been used, you are required to pay any outstanding premiums.
- Payments of any refunded premium or proportionate rebate as specified in the Credit Contracts and Consumer Finance Act 2003, if applicable, shall be made to the credit provider or to whoever the credit provider directs us to pay, if you have received financing for any premium.

## **Cancellation by us**

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- In accordance with applicable insurance laws, we may cancel your policy at any time by sending a letter to your last-known address or the email address we have on file 14 days following the date of our email or letter.
- If we have provided you a written notice to cancel your policy, we will reimburse you for the remaining payment for any time you didn't use the insurance, less any processing fees we incurred to cover our fair transaction and administrative costs.

- If you have financed any premium, we shall return the premium in line with the previous section “Cancelled by you”.
- Following a claim, if we judge that your motor vehicle is a total loss, the coverage under this policy will end, and you won’t receive a refund of the premiums you paid during the insurance period. Additionally, you will be responsible for paying the remaining payment for the insurance period in which the claim occurred if your premium was paid in instalments or if it was not paid in full during that time.

## **Overdue instalments and cancellation**

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If you pay your premium by instalments and your instalment is overdue, we can do one or more of the following:

- Refuse to pay a claim for an accident that occurs after your payment due date if an instalment is 14 days (or more) overdue;
- Cancel your policy without notifying you in advance if an instalment is 1 month (or more) overdue. Cancellation is from the first day of the period to which the unpaid premium relates;
- Deduct the overdue amount within 1 month or with your next monthly payment; including from any payments on renewal of your policy.

## **Breach of any condition**

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If you, anyone we covered under this policy, or someone acting on your behalf violates any policy conditions, we may, at our discretion, either partially or fully deny your claim and/or declare this policy or all your insurances with us as unenforceable.

## **Accurate statements and responses**

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The application forms the foundation of this policy. True statements and answers, whether provided by you or any other person, must be given when applying for insurance, notifying us of any changes in circumstances, or making a claim under this policy.

## **Other insurance**

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Notify us if the motor vehicle is covered by another insurance policy. In case of a claim no contribution will be made to a claim covered under another insurance policy.

## **Termination of interest in your motor vehicle**

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If you sell or no longer have an interest in your motor vehicle, this policy will cease immediately. In such cases, we will refund the remaining premium for the current policy period, with a deduction for administrative and transaction costs.

## **Uneconomic to repair**

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Upon settling a claim for a motor vehicle deemed uneconomical to repair:

- This motor vehicle policy is automatically terminated.
- Ownership of the motor vehicle transfers to us.
- Any remaining premium is credited towards insurance for a replacement motor vehicle with us, given that:
  - ◊ You or an authorised driver was not at fault.
  - ◊ The identity of the other party responsible for the loss is established.

## **Other parties with a financial interest**

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If there's a known financial interest in the motor vehicle, we may pay the claim proceeds to the holder of that interest, meeting all our obligations under this policy.

You authorise us to disclose personal information to the holder of a financial interest. Any party with a financial interest under this policy is not covered and lacks rights to claim under it.

## **Goods and services tax**

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For recoverable GST by us under the Goods and Services Tax Act 1985 or any subsequent version of this Act:

- Sums insured exclude GST and,
- Limits and sub-limits include GST and,
- Excesses include GST and,
- GST, if applicable, will be added to claim payments.

## Jurisdiction

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Aioi Nissay Dowa Insurance Company, Limited issues this policy in New Zealand.

This insurance contract is governed by New Zealand law, with exclusive jurisdiction granted to New Zealand courts and tribunals for any legal proceeding or action related to this contract. The exclusions and conditions in this insurance contract are subject to your rights under the Insurance Law Reform Act 1977 and the Insurance Law Reform Act 1985 or any subsequent version of this Act.



## **5 Making a claim**

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This section explains the steps you need to take when making a claim.

When you make a claim, there are certain conditions that you must meet.

### **Steps to take immediately after an accident**

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Immediately after experiencing accidental physical loss or damage, you must:

- Take all reasonable steps to prevent further loss or damage to your motor vehicle.
- Tell us about the event as soon as possible.
- Report the accident to the police if the loss or damage was caused by an illegal act e.g. theft, malicious damage etc.
- Take all reasonable steps to obtain details of any other person or motor vehicle involved or witnesses.
- Provide any information and assistance or authorities that we may reasonably ask.
- Consent to the disclosure and transfers of your personal information for the claim to us and Insurance Claims Register Limited.
- Promptly submit to us any documents or information you receive from anyone regarding a claim or potential claim against you.

### **Actions to avoid after an event**

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- Do not admit liability.
- Do not incur any expense or negotiate, pay, settle, or make any agreement about any claim without our consent.
- Do not take any action that may prejudice our rights to recovery.
- Do not destroy or dispose of property that is or could be part of the claim.

## **Additional conditions to comply with after an event**

- Obtain our agreement before incurring any expense, in connection with any claim under this policy.
- Send us all information and relevant communications that you receive concerning a claim or potential claim against you as soon as possible.
- Keep the damaged motor vehicle for our inspection and allow us to inspect where loss or damage has occurred.
- Provide us with a detailed description of any damaged or stolen items.
- Tell us immediately if you have been charged with any offence in connection with the accident.

## **How you can support your claim**

To support the claims process, you must:

- Assist and cooperate with us by providing any requested information or help related to your claim.
- Assist and cooperate with any assessors, investigators, lawyers, or other individuals appointed by us to assist with your claim, including activities associated with making your claim, your claim settlement, defence of any potential claim against you or any action against you, covered by this policy.
- Allow us, at our expense and in your name, to take any action necessary against any other party and take over and conduct the defence and settlement of any claim against you.

## **Providing full and accurate information when making a claim**

It is important to provide full and accurate information when making a claim:

- You must be truthful, correct, and complete in answering all the questions that we may ask you.

If we discover that you have provided any incorrect, incomplete, or fraudulent information when making a claim, answering of any of our questions or providing any information, we reserve the right to:

- Refuse or reduce your claim, or
- End your policy and any other policies you have with us from the inception of each policy.

In the event that we refuse or reduce your claim due to incorrect, incomplete, or fraudulent information or statements, you will be required to return any claim payments we have made to you.

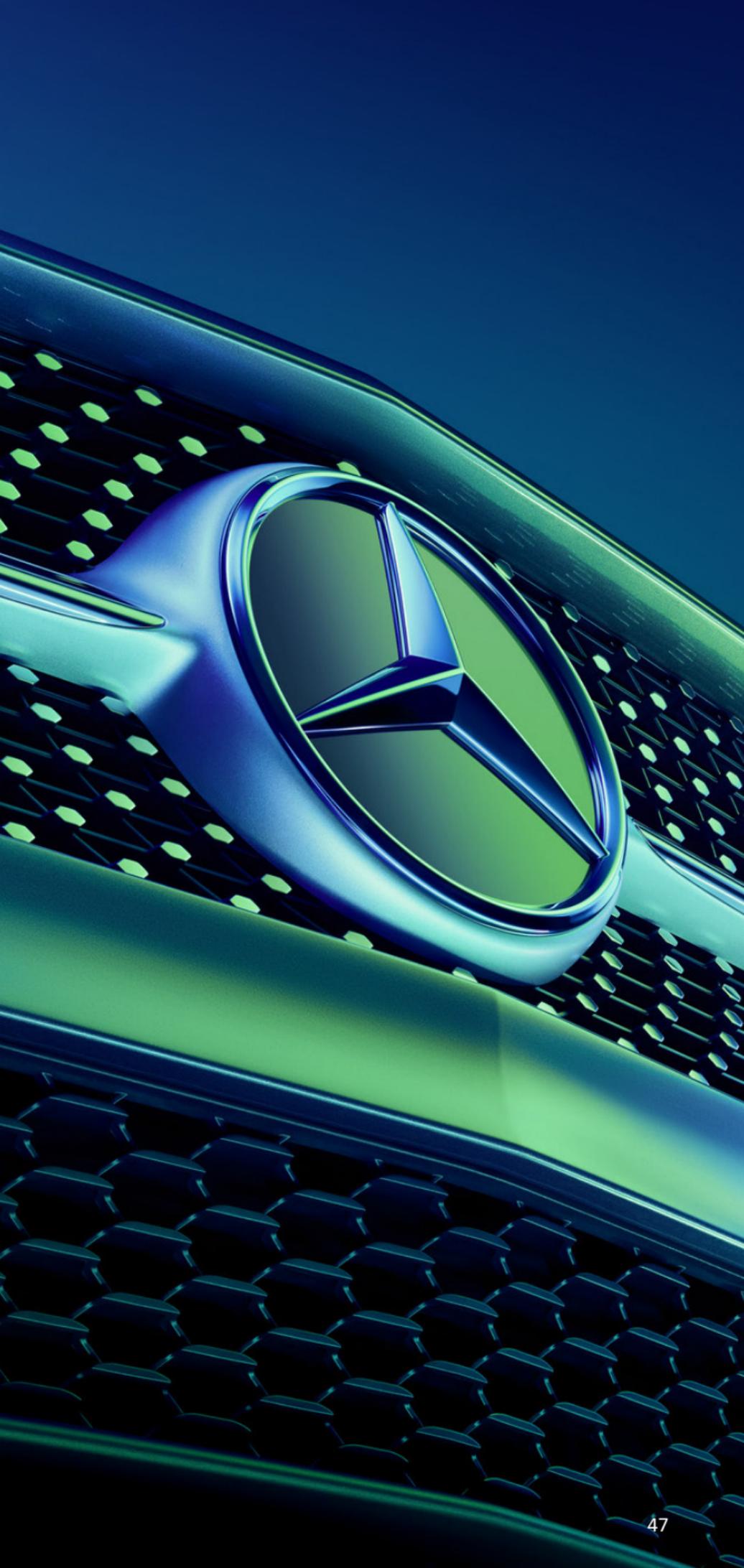
## Salvage

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When we replace your motor vehicle or pay you for the total loss, your motor vehicle salvage becomes our property. You must allow us or a person nominated by us, to recover, salvage or take possession of your motor vehicle.

If a credit provider is entitled to the salvage of your motor vehicle, then we will deduct our estimate of the salvage value of your motor vehicle, from any amount we pay.





## 6 Excess

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### Excess you must pay

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Excess refers to the portion of a claim for which you are responsible. The excess applies to each individual event that results in a claim. Unless specified otherwise under an Automatic Additional Benefit, the excess will be subtracted from the total amount of your claim for each event. Furthermore, if this policy covers more than one motor vehicle, the excess is applied to each motor vehicle separately.

There are four types of excess:

- **Basic Excess**

The basic excess, displayed on your policy schedule, includes a standard mandatory amount, any voluntary or additional amount chosen for a premium reduction, and any imposed amount. This initial amount is your responsibility for each claim.

- **Age Excess**

The age excess is applicable when the driver is under 25 years old at the time of the accident.

- **Special Excess**

The special excess is applied when your specific circumstances impact the risk covered by your policy and may be imposed.

- **Undisclosed Driver Excess**

The undisclosed driver excess is triggered for any claim if, at the time of an accident, the motor vehicle's driver was under 30 years old and younger than the youngest driver specified on the latest policy schedule or renewal notice. For example, if the driver was 23 and the youngest regular driver noted was 24, the undisclosed driver excess would be applicable. This excess is payable in addition to other excesses upon acceptance of your claim.

No age excess or undisclosed driver excess is required when making a claim for loss or damage caused by theft, attempted theft, fire, flood, hail, storm, or malicious damage unless you were driving at the time of the accident.

## **Reimbursing your excess**

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We will refund your excess if you:

- Provide sufficient information to demonstrate that the driver of the other vehicle was entirely at fault;
- Provide the accurate registration number of the other vehicle or information necessary to positively identify the driver (including their name and address);
- Offer reasonable assistance in recovering your claim from the driver of the other vehicle or its owner.





## 7 Complaints

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If you have a concern, experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

### Talk to us first

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We're committed to providing you with the highest standard of service. If you have a concern with any aspect of our service, or decision we have made please bring it to our attention by contacting us on **09 922 6188** or **policyhub@aioi.co.nz**.

### Our internal review panel

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If our Customer Services team have been unable to resolve your problem, you can make a formal complaint in writing to Mercedes-Benz Insurance Internal Complaints Review Panel, **PO Box 17504, Greenlane, Auckland 1546** or email: **complaints@aioi.co.nz**.

### If our internal process has not worked for you

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If the matter is not resolved to your satisfaction by our internal review panel, you can ask the Insurance and Financial Services Ombudsman to review your complaint.

The Insurance and Financial Services Ombudsman is an external dispute resolution scheme which you have free access to. Please refer to their website **www.ifso.nz** for further details of this service.



## 8 Definitions

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### Terms with specific definitions

Some of the words in your policy have special meaning wherever they appear. These words and their meanings are defined below:

**“Accessories”** means an item kept in or on your motor vehicle that is not directly related to the function of the motor vehicle. This includes but is not limited to:

- Removable items such as seat covers, mats, cargo liners, deck liners, tonneau covers, canopies and hard lids;
- Roof racks, cargo barriers and tow bars;
- Winches, snorkels, fog lights and side steps;
- Fire extinguishers;
- Decals, vehicle wraps and signwriting;
- Weather shields and monsoons.

**“Accident”** or **“Accidental”** means a mishap or series of mishaps that was unintended or unexpected by you or the driver of your motor vehicle, which involves your motor vehicle and arises from a single event.

**“Act of terrorism”** includes any act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that: a. involves violence against one or more persons, or b. involves damage to property, or c. endangers life other than that of the person committing that action, or d. creates a risk to health or safety of the public or a section of the public, or e. is designed to interfere with or disrupt an electronic system.

**“Agreed value”** means the amount we determine at the inception of your policy and at each renewal, as stated on the policy schedule. This includes any modifications or accessories that are attached to your motor vehicle that have been agreed to cover as described on the current policy schedule.

**“Application”** the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us.

**“Business use”** means your motor vehicle is covered when used for private use and when used for your business, profession, occupation, or income earning purposes provided that use is not otherwise excluded by the policy.

**“Catastrophe”** means earthquakes, tsunamis, landslips, volcanic eruptions, hydrothermal activity, floods or any other catastrophic events.

**“Driver(s)”** means any person who is driving or in control of your motor vehicle with your express consent, and as described in the policy schedule.

**“Electronic devices”** means mobile phone, iPads, iPods, watch, laptops, digital cameras including any photography equipment, gaming consoles, headphones and any other portable electronic devices.

**“Event”** any one event or series of events arising from one source or original cause.

**“Excess”** means the amount you must pay when you make a claim on this policy even if you are not responsible for the loss or damage.

**“Family”** any family member who permanently resides with you.

**“Injury”** means a bodily injury caused solely and directly by violent, accidental, external and visible means.

**“Market value”** means our determination of your motor vehicle’s value immediately prior to the event that leads to a claim under the policy. Our determination will consider such things as your motor vehicle’s age, condition and kilometres travelled.

**“Modifications”** means any changes or alterations from the manufacturer’s specifications to the motor vehicle.

This includes but is not limited to:

- An alteration that changes the performance or handling of the motor vehicle such as a non-standard exhaust, lowered suspension, spoiler, body kit, wide rims or bull bar;
- Changes to the engine, steering, suspension or chassis;
- Changes to the computer or fuel system;
- Custom paint work and cosmetic upgrade such as tinted windows;
- Electrical equipment.

**“Motor vehicle”** means the registered and licensed motor vehicle, while being used for private use or business use, as described in the policy schedule including:

- the standard tools as supplied by the manufacturer, providing they are in or attached to your motor vehicle; and
- any accessories and modifications that have been agreed to cover as described on the current policy schedule.

**“New Mercedes-Benz motor vehicle”** refers to a motor vehicle that has never been registered before anywhere in the world or has been purchased from a Mercedes-Benz dealership with an odometer reading with less than 5000 km.

**“Period of insurance”** or **“Policy period”** means the period of time commencing on the effective date stated in the policy schedule and ending on the expiry date stated in the policy schedule.

**“Policy schedule”** means your most recent policy schedule and or renewal notice which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This includes the proposal summary given to you when you purchased this policy and any other notices, we may give you from time to time.

**“Present value”** the reasonable cost to replace an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.

**“Private use”** means your motor vehicle is covered for domestic, recreational, or farming purposes, including driving to and from your regular place of work.

**“Purchase price”** means your motor vehicle’s value when the motor vehicle is bought from Mercedes-Benz dealership.

**“Total loss”** means in our opinion the motor vehicle is unable to be repaired economically or it has been stolen and not found, provided we have received or gathered all the information we require to finalise your claim.

**“Trailer”** means any general use trailer:

- Owned by you or in your care, and
- That is not covered by any other insurance, and
- Used in accordance with the ‘use of your motor vehicle’.

It does not include:

- A caravan, a boat trailer, a camper trailer or a horse float; or
- The contents, equipment or accessories of any trailer.

**“Total loss settlement basis”** is the basis on which we will settle your total loss as shown in the policy schedule.

**“Unattended”** means neither the driver nor any passenger is in the motor vehicle.

**“Used Mercedes-Benz motor vehicle”** typically refers to a motor vehicle that has had a previous owner or registered previously and is not a new motor vehicle.

**“We”, “Us” or “Our”** means Aioi Nissay Dowa Insurance Company.

**“You” or “Your”** means the person(s) named in the policy schedule as the insured.

# Mercedes-Benz Insurance

Contact us on 09 922 6188

Mercedes-Benz Insurance is administered by  
Aioi Nissay Dowa Management New Zealand Limited.

The insurer is Aioi Nissay Dowa Insurance  
Company, Limited, a company licenced to carry on  
insurance business in New Zealand.