



**JANSSEN**  
INSURANCE

*DRIVING PEACE OF MIND FOR OVER 25 YEARS*



**CVI** *Comprehensive  
Vehicle Insurance*  
**With ROADSIDE**



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INSURANCE

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## **Dear Motorist,**

Congratulations on the purchase of your vehicle and welcome to the protection of Janssen Comprehensive Vehicle Insurance. This Policy has been written so that you can understand what is covered. Please read this Policy carefully and contact us if you have any queries.

This Policy is administered by Janssen Insurance Limited. All communications relating to claims or queries should be directed to:

Janssen Insurance Limited

**0800 526 7736**  
**(0800 JANSSEN)**

## **COOLING OFF PERIOD**

You can cancel this Policy within 10 working days after the date on which you purchased the Policy by giving us notice of cancellation. In addition, if we have failed to comply with our disclosure requirements relating to this Policy, you may cancel at any time. In any case where you are entitled to cancel this Policy, you can give us notice of cancellation in writing by post or email, or in person by visiting our office. Upon cancellation within this 10-day cooling off period we will provide you with a full refund of the premium you have paid.

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# YOUR COVER

Please read this section carefully as it contains important information about your Comprehensive Vehicle Insurance Policy. In consideration of the premium paid and subject to the terms, conditions, and exceptions set out below and attached in your policy certificate, we will indemnify you to the extent of this Policy for any insured event that occurs within New Zealand.

## LOSS OR DAMAGE TO YOUR VEHICLE

### The Cover:

Where there is a loss or a total loss, we will at our option repair or if it is uneconomic or unsafe to repair, we will pay you the market value up to the sum insured stated on our Policy Certificate.

### Description of use:

Please refer to your Policy Certificate for terms of use.

### Limits:

The maximum amount payable will be the market value of the vehicle up to the sum insured described in the Policy Certificate.

### Exceptions:

There is no cover for:

- Loss of use, depreciation, wear and tear, corrosion, existing defects or damage.
- Mechanical, electrical, or electronic breakdown, failure or breakage.
- Loss or damage to any electronic device caused by the failure of that device.
- Loss arising from failure of, or defect, or fault, in design or specification.
- For lost or stolen keys.
- Intentional loss or damage caused by you or a person acting with your express or implied consent.
- Using the incorrect fuel.

We will not pay:

- For the cost of air freighting parts or accessories from overseas or for the replacement of any part which has not been damaged.
- More than the indicated amount on the policy certificate for loss or damage to accessories installed outside of the manufacturers standard fittings for the vehicle model.
- For the inability of any repairer to match existing paint and we will only pay for the repainting of those areas that have been damaged.

NOTE: *Janssen Insurance have the option to use new, recycled, after market parts or reconditioned parts in any repair.*

## LEGAL LIABILITY

### The Cover:

We will insure you against legal liability for damage to other peoples' property or injury to them arising from an accident caused by your vehicle. We will also pay legal costs approved by us.

### **Limits:**

We will pay up to \$5 million (GST inclusive), including costs, in respect of any one accident or number of accidents arising out of one event.

### **Exceptions:**

There is no cover:

- If you or any person to whom this section of the Policy applies is entitled to indemnity under any other Policy or fails to comply with the terms and conditions of this Policy.
- When the loss or damage occurs to your own property or to the property that is in your possession, control or custody.

### **EXCESS:**

The excess as shown on the Policy Certificate is applicable to all claims. All limits are GST inclusive.

If you are claiming for a windscreen, sun-roof or window under glass cover, and there is no other damage to your vehicle, there is no excess to pay (excluding Commercial or Business Use vehicles, excess is shown on the Policy Certificate).

- a. Your excess is the amount you must contribute as the first payment towards the cost of repair or replacement on each claim you make. The Policy Certificate states the excess that applies under your policy.
- b. You can either pay the excess directly to a supplier or repairer, or we can deduct the excess from our payment to you.

### **Excess refund:**

- a. We will refund your excess if:
  - i. your claim relates to an accident with another vehicle, and
  - ii. we can confirm that the third party was at fault, and they did not suffer a medical event that was to blame for the Loss, and
  - iii. you can give us the registration number of the other vehicle and the name and address of the other driver, and
  - iv. the other driver acknowledges his or her involvement in the accident to us, and
  - v. your excess can be recovered from the legal liable party, once the total amount has been collected.

## **OPTIONAL COVER - RENTAL VEHICLE**

### **The Cover:**

The following optional cover is available if you pay an additional premium. The Policy Certificate states if you have chosen this optional benefit and the limitations.

### **Limits:**

You may arrange a vehicle of your choice and we will reimburse you as per the limitation noted on your Policy Certificate. To claim this benefit you will need to provide a copy of the GST invoice and proof that you have paid.

The Rental Vehicle Option is provided from the date you report the claim to us and will discontinue the earlier of;

- The date your repairs are completed;
- The date we settle your total loss claim;
- Up to 30 days from the date you received your rental vehicle.

# CUSTOMER CARE

## CUSTOMER CARE PACKAGE:

A Customer Care Package to the value of \$5000 is included in your Janssen Comprehensive Vehicle Insurance and available to you with a valid and approved claim:

- **Trailer cover up to \$1000**  
Trailer cover does not include the contents of the trailer and excludes boat trailers, horse trailers, caravans or camper trailers.
- **Child Restraints up to \$1000**  
You are covered for theft, or damage that occurs in the event of a motor vehicle accident.
- **Towing up to \$1000**  
Towing, recovery and storage applies to a valid and approved claim
- **Accessories cover up to \$1000**  
Fitted accessories outside of vehicle manufacturers standard fittings are covered  
NOTE: *If the vehicle is deemed a total loss the most we will pay is the market value up to the sum insured stated on the Policy Certificate (including the \$1000 which is described in the Policy Certificate for fitted accessories outside of the vehicle manufacturer standard fittings)*
- **Accommodation and rental car cover up to \$1000**  
Applies when you are more than 150 kms from your home address and your vehicle is not drivable or stolen.

### Glass Cover:

You are covered when claiming for the repair or replacement of any windscreen, window or sunroof. When there are no other damages to your vehicle, you are not required to pay any excess when claiming for Glass cover (excluding Commercial or Business Use vehicles, excess is shown on the Policy Certificate).

*Customer care package applies to accepted claims under this policy*

# GENERAL EXCLUSIONS

The following exclusions apply to all sections of the Policy, in addition to the specific exceptions noted in each section of the Policy.

## There is no cover under any part of this Policy for any loss, damage or liability:

- If your vehicle is being:
  - » used other than in accordance with the description of use; or
  - » Used for hire or carrying of fare paying passengers or reward unless otherwise stated on your policy certificate or off road; or
  - » driven as part of motor racing or motor rallying of any kind, or being driven in preparation for any one of these activities, or being driven in a manner outside the manufacturer's recommendations; or
  - » used outside of New Zealand; or
  - » driven outside of the conditions of your license including but not limited to reckless acts any intentional or reckless act by you or by a person driving your car or another person acting with your express or implied consent. This includes, but is not limited to, street racing, exceeding the speed limit, burnouts or donuts; or
  - » driven by a third party who has not been noted on the Policy as a 'named driver'.

- If your vehicle is being used or driven by any person who:
  - » is under the influence of any intoxicating substance or drug; or
  - » has a proportion of alcohol in the blood which exceeds the legal limit; or
  - » fails to supply a blood or breath sample as required by law; or
  - » fails to stop, or remain at the scene following an accident, as required by law.
  - » this exception shall not apply in respect of loss, which results from theft or conversion.
- For fines, penalties and the defence costs associated with actions taken to defend fines and penalties.
- For any intentional loss or damage caused by you.
- Your failure to take all reasonable steps to always safeguard your vehicle from loss including:
  - » Leaving your vehicle unlocked whilst unattended.
  - » Leaving a window down or door open.
  - » Leaving the vehicle engine running, with no occupants in the vehicle.
  - » Leaving a key in the vehicle.
  - » Not reporting to the police any parts of the vehicle that have been stolen, or any failed attempts to break into the vehicle.
  - » loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by you or anyone else covered by this policy.
  - » Where the policy holder is not fit to drive, with any injury or impairment.
- Costs incurred due to an unreasonable delay in you notifying us of a claim.
- There is no cover if your vehicle is being used in an unsafe or damaged condition:
  - » Where the vehicle would not meet Warrant of Fitness (or Certificate of Fitness) requirements.
  - » Where the damage or unsafe condition of the vehicle is the cause of a subsequent loss.
  - » Where the vehicle has been operated without first acquiring approval from Janssen Insurance, after there has been a loss or any damage.
- There is no cover for damage to the tyres caused by braking, punctures, cuts or bursts except as a result of an accident, fire, malicious damage, or theft.
- For repairs commenced or completed without Janssen Insurance authorization, these will not be covered by the policy.
- Replacement of non-damaged parts, including but not limited to the replacement of items that are part of a whole set if the loss or damage occurred to only part of that set (such as alloy wheels, brake or suspension component)
- For any consequence of:
  - » War, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, insurrection, military or usurped power; or
  - » confiscation or destruction by the order of Government or legally authorized entity; or
  - » radioactive material, contamination by radioactivity, nuclear weapons, ionizing radiations or contamination by radioactivity from nuclear fuel, or the combustion of waste from nuclear fuel.
- For any costs which can be recovered under the provisions of the Accident Insurance Act 1998 and its amendments.

# POLICY CONDITIONS

## CANCELLATION

**Cancellation by you:** You are entitled to cancel this Policy at any time by notifying us of this in writing. You will also require the financier's permission before you can cancel this Policy. This Policy will end at 4:00pm on the day we receive your notice or the date advised of the cancellation, whichever comes first.

You have 14 days after you receive this document to check that the Policy meets your needs. Within this period, you may in writing tell us to cancel the Policy in which case the Policy will be cancelled and we will refund all premiums paid for the Policy to you and/or your financier. If the Policy is cancelled after 14 days, we will retain an amount from the premium to cover the time the Policy has been in force and cancellation fees. We will refund the balance of the premium to you and/or your financier.

**Cancellations:** Valid cancellations and refunds are calculated on a flat-line/pro-rata basis from the unused portion of the Insurance, based on the amount charged by the retailer (retail price) and calculated as follows:

$$y = p \times s / t$$

**y** - is the amount of the rebate of the consideration paid for the insurance.

**p** - is the amount of the consideration paid for the insurance.

**s** - is the number of whole months in the unexpired portion of the period for which the insurance applied.

**t** - is the number of whole months for which the insurance applied.

We will not refund any premium if you have made any claim under this Policy.

**Cancellation by us:** We may cancel this policy at any time by sending a letter or email to this effect to you at your last known postal or email address. The cancellation will take effect at 4:00pm on the 14th day after the letter or email has been sent.

## PREMIUM PAYMENT

Your Comprehensive Vehicle Insurance policy is an annual contract for the period of cover as shown on your Policy Certificate and premiums are calculated on such a basis.

Where we have agreed to accept payment of premium by instalments:

1. The policy remains an annual contract, and the period of cover will only be valid if you maintain your instalment payments.
2. We reserve the right in the event of a claim being made to require immediate payment of the balance of any annual premium outstanding, and/or we may refuse a claim if an instalment payment is overdue or cancel your policy due to non-payment of premium.
3. In the event of a total loss, we reserve the right to deduct any outstanding annual premiums from the final settlement amount.

### **YOUR POLICY WILL AUTOMATICALLY BE CANCELLED IF:**

- Your direct debit is cancelled or stopped by you or your bank.
- Any premium instalment/s remain unpaid for 28 days.

## JURISDICTION

The jurisdiction applying to this are the laws of New Zealand. Any proceedings relating to this Policy must be brought and heard in New Zealand.

## **MODIFICATIONS**

You must tell us of any modifications which have been made to the manufacturer's standard specifications for your vehicle, failure to do so will result in immediate cancellation of the policy.

## **OTHER INSURANCE**

This Policy does not cover loss or liability where cover is already provided by other insurance. We will not contribute towards any claim under any other Policy.

## **TRUTHS OF STATEMENTS & FRAUD**

All statements made by you or on your behalf either on the application form or otherwise in support of this Policy or any claim must be correct in all respects. If any claim under this Policy is in any respect fraudulent all benefits will be forfeited.

## **IMPORTANT NOTICES**

### **DISCLOSURE OF INFORMATION**

Your Policy records a contract of insurance between you and us (Janssen Insurance). The insurance application form is deemed to be incorporated in and forms part of this Policy. In providing you with this insurance, we have relied on the information that you disclosed to us. We have also relied on you to disclose any other facts material to this insurance as required by law. If we discover that all facts material to this insurance have not been disclosed, we have the right to alter the terms and premium of this insurance or to void this insurance from its inception.

Subject to the rights set out in the Criminal Records (Clean Slate) Act 2004, you are under a duty to disclose all material information to us whether the information is asked for or not.

## **YOUR PRIVACY**

This Policy collects personal information about you to evaluate the insurance you seek. Janssen Insurance Limited and the underwriter, Quest Insurance Group Limited are the intended recipient of this information, but it may also be passed on to others. We may also obtain from others information relating to this insurance for underwriting or other insurance purposes. If you give us information about someone else, you confirm you've got their permission, and their information may be treated in the same way as yours. You have the right of access to, and correction of this information, subject to the provisions of the Privacy Act 1993. The information will be held at our office. The information may be used for the purposes of marketing by us.

## **IF YOU HAVE A CONCERN**

We are committed to providing you with a great customer experience. If you feel that we have let you down, please bring this to our attention by contacting us at [reviews@janssens.co.nz](mailto:reviews@janssens.co.nz). If we are unable to come to a resolution you will be referred to a manager. If after working with a manager and we still do not get it right, we will escalate to our Complaints Resolution Panel. If we are unable to resolve your complaint, we will advise you in writing, you can choose to refer to the matter to the Insurance and Financial Services Ombudsman Scheme (IFSO).

The underwriter, Quest Insurance Group Limited, is a member of the Insurance & Financial Services Ombudsman Scheme (IFSO Scheme). The IFSO is an approved dispute resolution scheme that is accessible, independent, fair, accountable, efficient and effective. It is a free service for our customers. If we are unable to resolve your problem, contact the IFSO Scheme. [www.ifso.nz](http://www.ifso.nz), email: [info@ifso.nz](mailto:info@ifso.nz), or phone: 0800 888 202

# INSURER FINANCIAL STRENGTH RATING

The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current financial strength rating that is given by an approved rating agency. The underwriter, Quest Insurance Group Limited, has been given a B (Fair) Financial Strength Rating by A.M. Best. The rating outlook is stable. The rating scale is:

A. M.	Best Rating Scale	B+	Good	C	Weak	F	In Liquidation
A+	Superior	B	Fair	D	Poor	S	Suspended
A	Excellent	C+	Marginal	E	Under Regulation		

Ratings from 'A+' to 'C' may be modified by the addition of plus (+) or minus (-) signs to reflect gradation of financial strength within the category. The rating scale above is in summary form. The full version of this rating scale can be obtained from [www.questinsurance.co.nz](http://www.questinsurance.co.nz)

## NO FINANCIAL ADVICE

Janssen Insurance does not hold a licence to provide financial advice. Our representatives provide general information about our insurance products and their features, benefits, and risks, to help you decide which product may be best for you. The general information we provide about our insurance products does not take into account your specific financial situation, needs or goals and is not intended to be financial advice. If you are unsure, you should seek advice from an independent financial adviser before making a decision.

## CLAIMS PROCEDURE

In the event of any loss or suspected loss, please adhere to the following procedure:

- immediately tell us of any such loss by contacting us on 0800 526 7736 (0800 JANSSEN) and by providing written details on our claim form;
- take all reasonable steps to minimize the extent of loss;
- obtain our consent before proceeding with repairs (we reserve the right to source and supply our own replacement parts when repairs are effected);
- make your vehicle available for inspection by us;
- provide evidence and give all possible assistance that we may need, and
- in the case of loss by theft, burglary or vandalism, advise the Police immediately;
- not without our written consent incur any expense or negotiate pay settlement, or admit or repudiate any claim;
- allow us at our expense and in your name to take any proceedings necessary to obtain relief from any third party and to take over and conduct the defence and settlement of any claim. You must provide all reasonable assistance and co-operation.

If your vehicle is subject to a financial agreement, we may make payment for any loss direct to the interested party. This will meet our obligations under this policy. We may reasonably require your attendance to assist with the recovery of costs in instances of third party liability, including attending a Disputes Tribunal Hearing.

# ROADSIDE ASSIST 24 hours a day / 365 days a year

The Roadside Assistance benefit provides you with unlimited call outs per year with no dollar limit on road services (limited to one call out, per event). You and any person named on the policy certificate can receive assistance in any of the following situations:

**FREE Flat Battery /Jump Start:** If a battery replacement is required, this can be done in conjunction with your nearest Authorised Repairer network.

**FREE Lost/Locked Keys:** Unlock the vehicle or if appropriate transport the vehicle to the nearest place of repair.

**FREE Flat Tyre Assistance:** Assistance with changing a spare tyre, inflation and/or transportation of the vehicle to the nearest repairer.

**FREE Out of Fuel:** Delivery of 5 litres of petrol or diesel free of charge.

**FREE Towing (excluding Accident):** If the vehicle cannot be mobilised or accessed at the roadside (public roads only) Roadside Assistance will arrange for the vehicle to be transported to the nearest repairer or place of secure storage. Storage costs will be the responsibility of the caller. If at the time of the breakdown the vehicle was towing a trailer or sidecar, this will be transported to the nearest place of safety.

**FREE Accident, Theft and Vandalism Advice:** If the owner's vehicle has been immobilised due to an accident, theft or vandalism, Roadside Assistance will provide advice to the owner. Roadside Assistance can arrange accommodation, taxi, rentals etc., at the owner's expense.

**FREE Operator Assistance:** In the event of a breakdown, accident or medical emergency the operator can relay urgent messages to family, friends or business associates.

**FREE Travel Direction:** Should you become lost or require travel directions the operator can provide help and assistance on how to reach your planned destination.

The following exclusions apply to the Roadside Assistance benefit:

- Vehicles used in vehicle racing, rallies, speed or duration testing or any practice thereof.
- Situations where the vehicle is disabled by floods, snow affected roads, or is not accessible due to adverse conditions.
- Vehicles being bogged in off road conditions and not accessible by normal two or four-wheel drive recovery vehicles.
- Vehicles located off public roads (other than private residence), not accessible by normal two or four-wheel drive recovery vehicles.
- Any situation where you are not going to be with your vehicle when Roadside Assistance attends your call out.
- Vehicles not displaying a current vehicle registration certificate and warrant of fitness.

**\* Please refer to your policy certificate for full terms and conditions.**

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**0508 4 ROADSIDE**

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# GLOSSARY OF TERMS

## **After market parts**

Any non-OEM (Original Equipment Manufacturer) derived parts. Janssens will only fit automotive (A/M) parts that are 'fit-for-purpose.'

## **Breakage**

Physical damage that occurs for no apparent reason.

## **Breakdown**

Sudden or unforeseen malfunction.

## **Burnouts**

'Intentional sustained loss of traction'

## **Commercial or business use vehicles**

Uber, taxi, or company-owned vehicle, or a vehicle used for company use. (The vehicle is not used solely for private use.)

## **Confiscation**

The action of taking or seizing someone's property with authority.

## **Corrosion**

the deterioration of a material, usually a metal, that results from a chemical or electrochemical reaction with its environment.

## **Cover**

Insurance cover helps an individual or an entity to protect themselves from unforeseen occurrences.

## **Custody**

The legal right or duty to care for something.

## **Damage**

Undesirable change in form and/or function that is sudden and accidental.

## **Defect**

Deficiency in design and/or material of an item, causing malfunction.

## **Depreciation**

The decreasing monetary value of a car over time due to use, wear and tear or becomes obsolete.

## **Direct debit**

A regular payment that's approved by you but set up and controlled by the business you are paying.

## **Donuts**

Circular surface markings resulting from Burnouts.

## **Electronic device**

A part or assembly that functions on semi-conductor technology.

## **Excess**

The first amount payable when a claim is authorised, not covered by the policy. Your insurance company then pays the amount over and above the excess for any claim that you make, up to the sum insured or the limit applicable.

## **Express consent**

Permission for something that is given specifically, either verbally or in writing.

## **Failure**

Sudden or unforeseen malfunction.

## **Fault**

Malfunction.

## **Final settlement amount**

The assessed final claim payable less any outstanding premiums or excess.

## **Flat-line**

Or Flat-rate - meaning a constant cost or amount that remains the same.

## **Forfeited**

The loss of property or money because of a breach of a legal obligation.

## **Hostilities**

Fighting between two countries or groups who are at war.

## **Implied consent**

Permission, which is not expressly granted by a person, but rather implicitly granted by a person's actions and the facts and circumstances of a particular situation.

## **Indemnity**

security or protection against a loss or other financial burden.

## **Insurrection**

A violent uprising against an authority.

## **Intentional loss**

Any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

## **Intoxicating substance**

Any substance producing an altered state of perception or consciousness.

## **Ionizing radiations**

Radiation energy that removes electrons from atoms and/or molecules.

## **Jurisdiction**

A jurisdiction is an area with a set of laws under the control of a system of courts or government entity which are different from neighboring areas. The Janssens Insurance policies use/recognise New Zealand Law.

## **Loss**

Financial loss one suffers due to an insurable event.

## **Market value**

Pre-accident Valuation (PAV), provided by a registered, independent Vehicle Valuer (LMVT): The cost that a similar car (make, model, odometer readout, year, condition) could have been purchased for on the retail market immediately before the loss, as determined by a registered independent Vehicle Valuer, and recognised by Janssens Insurance.

## **Named driver**

The policy holder's name, or additional drivers that are listed on the Policy Certificate.

## **One event**

A single instance of unforeseen damage that attracts insurance excess when a claim is made against an insurance policy. If it is identified that there is unforeseen damage from a separate event, this would attract a separate insurance excess.

## **Premium payment**

Charge or subscription fee that an individual must pay for insurance coverage. Cancellation due to non-payment may mean an insurance claim can be declined.

## **Pro rata**

The total premium cost of the cover period is divided equally by the number of days covered to establish a daily cost, and then this daily cost is multiplied by the days of cover remaining to result in a total for the remaining cost.)

## **Reckless**

Unjustified risk taking.

## **Reconditioned parts**

Re-furbished or repaired parts / assemblies that carry a guarantee.

## **Rental Vehicle**

A hired vehicle for temporary use.

## **Resolution**

Commitment to solving a problem or finding a way to improve a difficult situation, by reviewing all the information and providing a final conclusion or outcome to the policy holder.

## **Safeguard**

A measure taken to protect something.

## **Sum insured.**

The contractual upper limit of indemnity provided by the policy.

## **Total loss**

A vehicle that is uneconomical and/or unsafe (NZTA regulations apply) to repair.

## **Underwriting**

To sign and accept liability under an insurance policy, thus guaranteeing payment in case loss or damage occurs within the terms of the policy terms and conditions.

## **Uneconomic**

The repair value is greater than: [ PAV less the wreck (salvage) value]

## **Usurped power**

An organized military operation, either foreign or domestic, that seizes the powers legally conferred upon a government.

## **Wear and tear**

Mechanical wear naturally occurs in individual machine parts because of abrasion, corrosion, or damage — even with normal use of the equipment.

Our Janssen Insurance family of products:

**EliteCover**   
With ROADSIDE

**EliteCover+**  
With ROADSIDE

**EliteCover<sup>MC</sup>**  
With ROADSIDE

**EcoCover**   
With ROADSIDE

**GAP** Guaranteed  
Asset Protection

**LPI** Lifestyle Protection  
Insurance

**CCI** Credit Contract  
Insurance

**CVI** Comprehensive  
Vehicle Insurance  
With ROADSIDE

**CMI** Comprehensive  
Motorcycle Insurance  
With ROADSIDE

**ROADSIDE ASSIST**  
Unlimited callouts. 24 hours a day. 365 Days a year.

[WWW.JANSSENINSURANCE.CO.NZ](http://WWW.JANSSENINSURANCE.CO.NZ)

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