

Lexus Vehicle Insurance Policy



 LEXUS

INSURANCE

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INTRODUCTION

Thank you for choosing Lexus Insurance.

This Motor Vehicle Insurance policy helps you drive with confidence, safe in the knowledge that if your vehicle suffers accidental damage, gets stolen or if someone is claiming against you, we'll be there to help. And of course, we'll ensure your claim is handled quickly and efficiently.

Please take the time to familiarise yourself with this document.

If there is anything you're unsure of, or to find out about our other insurance and financial products, simply call Lexus Insurance on 0800 722 666 or visit www.lexus.co.nz.

KEY FEATURES AND BENEFITS

This table is a guide only. Terms and conditions apply for a full explanation of the cover provided please carefully read each section of this document.

Features and Benefits	See Page
Accidental loss or damage cover (including fire & theft)	13
Accidental damage to other people's property	13
Key and Lock replacement	14
One excess free windscreen or window glass replacement per year	14
Unlimited excess free windscreen chip repairs	14
Personal injury cover	14
Legal and manslaughter costs	15
Courtesy vehicle after accident/theft	15
Up to \$1000 towards damage to a trailer, boat, caravan, ski pod or roof pod that was attached to the vehicle at the time of the accident	16
Up to \$500 each towards stolen or damaged baby capsules or child seats	17
Up to \$1000 towards stolen or damaged personal items	17
Towing and storage	17
Special benefits for when an accident happens while you are away from home on holiday or business: <ul style="list-style-type: none"> • Up to \$1000 towards emergency trip continuation • Re-delivery of your repaired vehicle to your home • Up to \$100 towards taxi fares 	18
Cover while your vehicle is being transported by a marine vessel	18
Finance Gap cover	19
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No claims bonus protection	26
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New replacement vehicle provided in New Zealand, after total loss, for Lexus up to four years/140,000km.	29
Purchase price paid on used vehicles for the first 12 months	29
Agreed value cover available for all other vehicles	29

YOUR PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) should help you make an informed decision about Lexus Vehicle Insurance.

This PDS provides general information only, without taking into account your personal circumstances. Please read this entire document carefully to make sure it provides you with the insurance cover you require. If you do not understand the protection this insurance provides, please contact us. Our contact details are provided on the back cover of this document.

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS from time to time without needing to notify you. You can obtain a copy of any updated information by calling us or by visiting www.lexus.co.nz/insurance.

Your Policy Schedule has the individual information you have supplied us and the individual details of your policy.

It should be kept in a safe and convenient place along with this Lexus Vehicle Insurance Policy and any notices we send you.

Product Disclosure Statement overview

Important information

For full details of the policy cover, benefits and conditions, you must read the entire policy.

The purpose of this insurance	This policy provides cover for accidental loss or damage to your vehicle, and also cover for accidental loss or damage to other people's property for which you are liable. (Refer to the policy section ' <i>What your policy covers</i> ' to find out more.)
Eligibility	To be eligible for to apply for this insurance you must meet the driver, vehicle and area criteria. (Refer to the policy section ' <i>General Information - Eligibility</i> ' to find out more.)
Your privacy	We are committed to protecting the privacy of your personal information as detailed in our privacy policy. (Refer to the policy section ' <i>General Information - the Privacy of your Personal Information</i> ' to find out more.)
Your promise to us	You must provide honest, correct and complete answers to the specific questions we ask to enable us to decide whether to insure you or pay your claim. If the information you provide us is not honest, correct and complete we may reduce or deny any claim you make, cancel your policy, or treat your policy as never having been entered into.
When we will not pay your claim	You need to be aware of the risks that you are not covered for under this policy. Please carefully read the policy sections ' <i>What your policy covers</i> ' and ' <i>When we will not pay your claim</i> '.

<p>Making a claim</p>	<p>Please contact us as soon as possible by calling 0800 722 666. (Refer to the policy section '<i>Making a Claim</i>' to find out more.)</p>
<p>21 day cooling off and cancellation at other times</p>	<p>You will receive a full refund if you cancel your policy within 21 days of its purchase date provided you have not lodged a claim. You may also cancel your policy at other times and, provided you have not made a claim, we will refund any premium that applies to the unexpired period of your policy, less our processing charges. (Refer to the policy sections '<i>General Information - 21 day cooling off period</i>' and '<i>Cancelling your policy</i>' to find out more.)</p>
<p>How we calculate your premium</p>	<p>The amount of your premium will be set out in your policy schedule. We calculate your premium by taking into account a variety of factors including the following:</p> <ul style="list-style-type: none"> - Key pricing factors for the cover such as where you live, the vehicle being insured, the purpose for which the vehicle is used, whether you have selected a voluntary excess, the age, driving experience, license type and insurance history of all regular drivers of the vehicle, and other key factors which may vary from time to time; - Any policy discounts; - Payments to be made to our Intermediaries; and - Government taxes and charges, (e.g. GST) where applicable. <p>Where your premium is financed, there will be an interest fee charged which is not arranged by your insurer. Please refer to your finance terms for further information on the interest that will be charged.</p>
<p>Excess</p>	<p>The excess is the amount that you must pay towards the cost of any claim. Your excess will be set out in your policy schedule. (Refer to the policy section '<i>Making a claim</i>' to find out more.)</p>
<p>Duration of cover</p>	<p>The duration of your cover is set out under the "Period of Insurance" in your policy schedule. This is the time period for which you are able to make a claim for cover under your policy.</p>
<p>Our service commitment to you</p>	<p>We are committed to providing you with the highest standard of service. If you are ever dissatisfied with the outcome of any of your dealings with us, we invite you to use our internal dispute resolution service.</p> <p>If you do not agree with our final internal decision, you can appeal to the Insurance and Savings Ombudsman (ISO), an external independent dispute resolution scheme, of which we are a member.</p> <p>There is no charge to you for either service. Access to those services is in addition to your ordinary rights under law. (Refer to the policy section '<i>If you have a concern</i>' to find out more.)</p>

YOUR POLICY

General Information

What your policy consists of

Your policy consists of:

- this pre-printed motor vehicle insurance policy which sets out the terms, conditions and limits of your cover; and
- your most recent policy schedule.

You should carefully read and retain your insurance policy and your policy schedule. These documents should be read together as they jointly form the contract of insurance between you and us. We will send you an updated policy schedule whenever you inform us of a change in your information or details which varies the terms of your policy.

This policy is issued by us in New Zealand and is governed by the laws of New Zealand.

21 day cooling off period

You may cancel your policy within 21 days of receiving it if you are not entirely satisfied with the insurance cover provided and receive a full refund of premium provided you have not lodged a claim. You will need to return the Lexus Vehicle Proposal & Policy Schedule to us, together with a letter asking us to cancel the policy.

Eligibility

Driver eligibility

To be eligible to apply for this insurance:

- all regular drivers must be licensed to drive on New Zealand roads
- no regular drivers can have had their license cancelled or suspended in the last five years or be currently under notice of suspension

Vehicle eligibility

To be eligible to apply for this insurance the vehicle must be a Lexus and must not:

- be modified except for disability purposes
- be over the age of 20 years
- be worth more than \$300,000
- have a gross vehicle mass (GVM) greater than 5 tonne
- be used for fare or reward, fast food delivery, courier delivery, security patrol, in connection with emergency or law enforcement services, or as a rental vehicle

- be unregistered, unsafe, unroadworthy or in a damaged condition
- be used in any form of motor sport or contest, experiment, test, trial or demonstration

Area eligibility

To be eligible to apply for this insurance the vehicle must not be housed or driven regularly in:

- Chatham Islands
- Kermadec Islands
- Solander Islands
- Three Kings Islands
- D'Urville Island
- Arapawa Island
- Motiti Island

Our agreement with you

We will insure you and your vehicle against accidental loss or damage (including theft), or legal liability subject to:

- the terms, conditions and limits as detailed in your policy;
- the premium being paid;
- you taking all reasonable steps to safeguard your vehicle and contents from loss at all times;
- the event occurring in New Zealand including whilst being transported by a licensed transport service; and
- the event occurring within the period of insurance.

Goods and services tax

The vehicle purchase price, market value, policy sub-limits and excesses are GST inclusive unless otherwise stated.

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 1993.

We will, with your help, keep your personal information accurate, complete and up-to-date. Personal information includes your name, address, age, occupation, insurance profile or driving record. We collect this information for all purposes in connection with this insurance cover, including considering your request for insurance, underwriting, assessing and paying claims or other insurance purposes, evaluating any future insurance applications, communicating with customers, compiling

statistics, 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, 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, Aioi Nissay Dowa Insurance Co., Limited (of Japan), Lexus Financial Services, Lexus New Zealand Limited and their agents, other insurance companies, claims assessors, consumer research organisations and finance companies (if noted on your policy documents).

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

You have rights of access to, and correction of, this information subject to the provisions of the Privacy Act 1993.

In order to keep you informed of special offers, including new products and services, we may share your personal information with the agent who arranged this policy for you and the Lexus Group of Companies. 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.

For further information, please visit our website www.lexus.co.nz/insurance.

Your promise to us

When we agree to insure you, to renew or vary your policy or to pay your claim, our decision relies on the accuracy of the information you give us. You must provide honest, correct and complete answers to the questions we ask you.

It is important that you tell us immediately of any changes that have occurred since your policy started or since the last renewal, and if any of the information shown on your renewal notice or on any other notices you may receive from us from time to time is incorrect or incomplete or requires updating.

If the information you provide us is not honest, correct and complete, we may reduce or deny any claim you make, or cancel your policy (including cancelling it from inception).

If you have a concern

Talk to us first

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 0800 722 666.

Our internal review panel

If our Customer Services team have been unable to resolve your problem, you can make a formal complaint in writing to Lexus Insurance Internal Complaints Review Panel, PO Box 17504, Greenlane, Auckland 1546.

If our internal process has not worked for you

If the matter is not resolved to your satisfaction by our internal review panel, you can ask the Insurance and Savings Ombudsman to review your complaint. Please refer to their website www.iombudsman.org.nz for further details of this service.

Words with special meanings

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

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

“agreed value” means the value of the vehicle agreed by you and us and stated in the policy schedule.

“business use” means the vehicle is either registered to a business name or used for income earning purposes but does not include rental, delivery, security patrol or courier use vehicles.

“courier use” means the vehicle is used for business purposes and for collection or delivery upon no fixed route.

“driver(s)” means any person who is driving or in control of your vehicle with your express consent.

“excess” means the amount you must pay towards the cost of any claim under your policy.

“genuine parts” means parts manufactured or approved by Lexus.

“goods carrying use” means the vehicle is used for business purposes and for the collection or delivery of goods upon a fixed route but does not include courier use vehicles.

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

“period of insurance” means the period of time commencing on the effective date stated in the policy schedule and ending at 4.00pm 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. It also includes the proposal form and temporary policy schedule given to you when you purchased this policy and any other notices we may give you from time to time.

“private use” means your vehicle is used solely for private, domestic, farming and pleasure purposes, including business use, provided such business use does not exceed 15% of the normal vehicle usage.

“purchase price” means the amount you paid to acquire your vehicle from a Lexus dealer.

“temporary vehicle” means a vehicle we will pay for in connection with a claim on this policy.

“Lexus dealer” means a dealer appointed by Lexus to sell new and or used Lexus vehicles.

“Lexus Insurance Nominated Repairer” means a repairer authorised by us as a Lexus Insurance nominated repairer and that we recommend to repair your vehicle in respect of a claim under this policy.

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

“we”, “us” or “our” means Aioi Nissay Dowa Insurance Co., Limited.

“you” or “your” means the person(s) named in the policy schedule as the insured.

“your vehicle” means the registered and licensed vehicle described in the policy schedule including:

- its standard tools and accessories as supplied by the manufacturer, providing they are attached to your vehicle; and
- any other accessories described on the policy schedule that we have agreed to cover under this policy.

What your policy covers

Your policy is what is known as a comprehensive motor vehicle insurance policy. It provides cover for accidental loss or damage to your vehicle, and also cover for accidental loss or damage to other people's property for which you are liable.

The following section discusses these covers.

Cover for accidental loss or damage to your vehicle

We will cover you for accidental loss or damage (including fire and theft) to your vehicle.

At our choice, we will:

- a. arrange for the repair of your vehicle;
- b. pay you the fair and reasonable cost of repairing your vehicle;
- c. declare it a total loss, and either replace your vehicle or pay you either the purchase price, agreed value or market value depending upon which option is shown on your policy schedule.

Cover for accidental damage to other people's property (legal liability)

We will cover your legal liability for loss or damage to someone else's property caused by an accident involving:

- your vehicle; and
- a boat, caravan or trailer whilst attached to or accidentally detached from your vehicle.

We will also cover the legal liability of:

- any driver, provided that person was not covered by another insurance contract at the time of the accident;
- passengers who are in, or getting into or out of your vehicle, with your permission; and
- your employer, principal or partner arising out of your use of the vehicle.

We will not cover legal liability:

- when the loss or damage occurs to your own property or to property which is in your possession, custody or control, or is owned by the person driving or in custody of your vehicle;
- if your vehicle was being used without your permission at the time of the accident;
- which is insurable under a statutory or compulsory insurance or compensation scheme or another policy covering such liability; or

- for any liability you agree to accept without our express written consent, and where such liability would not have existed without your agreement.

The maximum amount we will pay for legal liability arising out of any one motor vehicle accident is \$20,000,000 (twenty million dollars).

Additional benefits

Key and lock

If the keys giving access to your vehicle are all lost or stolen or you believe on reasonable grounds they have been illegally copied, we will pay up to \$1,000 per claim for the replacement of your vehicle's keys or devices and/or recoding of your vehicle's locks and barrels.

In addition, if during the period that your vehicle is under warranty with Lexus, the loss of your keys necessitates the replacement of your vehicle security system, we will pay up to a further \$2,000 toward the cost of replacing your security system.

You will be required to pay the basic excess to claim under this benefit.

Windscreen/window glass cover

Where your windscreen or vehicle window glass is accidentally damaged, we will repair or replace the windscreen or window glass. If your Lexus is less than 5 years old from date of first registration at the time of the breakage, we will use genuine Lexus glass.

In addition, you will not be required to pay any excess nor will your entitlement to a no claims bonus be reduced for the first claim for windscreen or vehicle window glass replacement occurring in any 12 month period. The basic excess and no claims bonus provisions shall apply where you are claiming on a second or subsequent occasion for windscreen or vehicle window glass replacement occurring in any 12 month period.

You will not pay any excess for windscreen chip repairs.

Personal injury cover

If you, your spouse or immediate family suffer bodily injury by violent, accidental, external and visible means in direct connection with an accident for which we have accepted a claim under this policy we will pay the amounts stated below, provided that such injury occurs within 3 months from the date of loss of the claim under this policy.

The most we will pay under this benefit is \$5,000 in any one period of insurance. If more than one person is entitled to payment, we will pay proportionately to the number of eligible persons.

event	amount
Death	\$5,000
Total and irrecoverable loss of the sight of one eye	\$2,500
Total and irrecoverable loss of the sight of both eyes	\$5,000
Total and permanent loss of the use of one hand or one foot	\$2,500
Total and permanent loss of the use of both hands or both feet or of one hand together with one foot	\$5,000

We will pay medical expenses incurred in connection with such injury up to the sum of \$500 per person during any one period of cover in excess of any accident compensation or private insurance payment.

We will not pay this benefit:

- where death or bodily injury was caused by suicide or attempted suicide;
- if the insured named in the policy schedule is not an individual;
- in respect of persons younger than 15 or older than 89 years; or
- where this benefit has already been paid under another insurance policy by us in connection with the same loss.

Legal costs

We will pay for all legal costs and expenses which may be reasonably incurred for any claim or action we have defended in your name in relation to this policy, provided we have given our prior approval for these costs.

Manslaughter Defence

We will pay up to \$2,000 for the cost of professional legal advice or representation if you or any driver is charged with manslaughter or dangerous driving causing death, arising out of an accident involving your vehicle for which a claim is accepted under this policy, provided we have given our prior approval for these costs.

Courtesy vehicle after accident/theft

If your vehicle is stolen, or we treat your vehicle as a total loss, or your vehicle is being repaired by a Lexus Insurance Nominated Repairer, we will arrange and pay for a temporary vehicle on the following terms.

The temporary vehicle will, at our option, be:

- a vehicle we agree that the Lexus Nominated Repairer can provide; or
- a Toyota Camry or equivalent vehicle provided by a rental car company of our choice.

If no such vehicles are available in a location suitable to you, we will do our best to arrange a satisfactory alternative vehicle. Depending upon the circumstances, we may ask you to make a contribution to the cost.

The temporary vehicle will be less than 5 years old, or no older than your vehicle if your vehicle is more than 5 years old. If your temporary vehicle is not of an acceptable standard please contact us and we will try to make alternative arrangements for you.

If we provide a rental vehicle you can choose a different vehicle provided you agree to pay any additional costs the rental car company may charge. Alternatively, with our prior approval, you may arrange and pay for a rental vehicle of your choice and we will reimburse you up to \$50 per day up to a maximum of \$1000. To claim this reimbursement you will need to provide a copy of the GST invoice and proof that you have paid it.

Before a temporary vehicle can be provided you must meet any eligibility guidelines of the Lexus Insurance Nominated Repairer or the rental car company we choose to use, whichever applies. If you do not meet these guidelines we will not provide this benefit.

This temporary benefit will be provided from the date you report your claim to us and will cease the earlier of:

- the date that repairs on your vehicle are completed;
- the date your vehicle is found following theft;
- the date we settle your total loss; or
- 21 days from the date you received the temporary vehicle unless we agree to extend beyond that date.

Excess payable for claims for damage to the temporary vehicle

Should you need to make a claim for loss or damage to a vehicle provided by a Lexus Nominated Repairer this policy will pay the difference between the excess charged by the insurer of the temporary vehicle and your excess under this policy, subject to the policy terms and conditions.

Rental vehicles that we have arranged for you are automatically covered under your insurance policy and should you need to make a claim for loss or damage, your normal excess will apply.

Trailers, boats, caravans, ski pods and roof rack attachments

We will pay up to \$1,000 for accidental loss or damage to any trailer, boat, caravan, ski pod or other roof rack attachment which at the time of the accident or theft was attached to your vehicle and became damaged as result of the accident.

We will pay the lesser of the cost to repair these items or the combined market value of these items up to \$1,000.

We will not pay for any property being carried in or on the trailer, boat, caravan, ski pod or roof rack attachment, or for any item that is already insured against loss or damage.

Baby capsules and child seats

We will pay up to \$500 each for accidental loss or damage to baby capsules or child seats fitted to your vehicle which are stolen from inside your locked vehicle, or stolen with your vehicle, or damaged as a result of an accident involving your vehicle, subject to a claim being made on the policy for loss or damage to the insured vehicle up to a maximum of \$1000.

We may choose to pay the value of the loss or damage directly to you, or repair, or replace the items.

We will not pay for items recovered in the condition they were in at the time of being stolen.

We may require a police report and/ or proof of ownership. You must not dispose of or abandon any property for which you intend to make a claim.

Personal items

We will pay up to \$1,000 if personal property belonging to you, your spouse or dependent children, is stolen from inside your locked vehicle, or stolen with your vehicle, or damaged as a result of an accident involving your vehicle, subject to a claim being accepted on the policy for loss of or damage to the insured vehicle.

At our choice we may:

- repair the item;
- pay you the cost of repairing the item; or
- pay you an amount that we believe represents a fair market value for the item at the date of the accident.

We will not pay for items recovered in the condition they were in at the time of being stolen.

No cover is provided for cheques, negotiable items, credit cards, jewellery, mobile phones, global positioning systems (GPS), dashboard cameras or items used for earning income.

We may require a police report and/or proof of ownership. You must not dispose of or abandon any property for which you intend to make a claim.

Towing and storage

If your vehicle cannot be driven safely following an accident we will pay what we consider to be the reasonable cost for the protection, removal and towing of your vehicle to the nearest repairer authorised by us.

Emergency trip continuation

If your vehicle cannot be safely driven after being stolen and/or damaged in an accident more than 100 kilometres from home we will reimburse the cost of essential:

- transportation for you and your passengers to your home or destination; and
- transportation to collect your vehicle when it has been repaired; or
- temporary accommodation (room rental only) for you and your passengers, up to \$200 per day in total (to a maximum of \$1000 per claim).

This benefit is only payable if we accept a claim under the policy.

Emergency trip continuation costs can be incurred without our prior approval, but we will need you to provide us with receipts and/or invoices relating to these costs.

Re-delivery costs

If the accident occurs more than 100 kilometres from your home we will cover what we consider to be the reasonable cost of transporting your vehicle to your home once it has been repaired, or transporting your vehicle to a repairer of our choosing in your local area prior to its repair.

Taxi fares

Where your vehicle cannot be safely driven following accidental damage or theft less than 100 kilometres from home and you need to arrange a taxi from the scene of an accident, we will reimburse up to \$100 in total for the cost of a taxi fare to your chosen location.

This benefit is only payable if we accept a claim under the policy and have authorised your vehicle repairs. Receipts for payment of the taxi fares must be produced in support of any claim.

Vehicle being transported by a marine vessel

If your 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.

Finance gap

If your vehicle is declared a total loss and the amount owing on your finance contract with Lexus Financial Services is more than the amount we agree to pay to settle your claim, we will pay any outstanding loan balance as at the date of the event that caused the total loss of your vehicle.

We will not pay for any payment of arrears or penalty interest due prior to the accident or theft.

The most we will pay under this benefit will be 20% of the market value of your vehicle.

Automatic replacement vehicle cover for 14 days

If you purchase a replacement vehicle valued at \$100,000 or less, we will provide temporary cover for the replacement vehicle from the date of purchase for a maximum of 14 days.

Within that time you must:

- give us full details of the replacement vehicle;
- obtain our agreement to cover your replacement vehicle; and
- pay any extra premium we require.

If you do not dispose of the vehicle described on the policy schedule when you purchase a replacement vehicle, we will provide cover for both the vehicle described on the policy schedule and the replacement vehicle until the earliest of your disposal of either vehicle or 14 days.

If you intend to retain both vehicles beyond 14 days you will need to purchase another policy.

If you purchase a replacement vehicle valued at more than \$100,000, no temporary cover will be provided for the replacement vehicle, unless you notify us of the details and we agree to provide cover.

If you dispose of your vehicle and do not tell us, this policy will cease without notice to you from the date of disposal.

When we will not pay your claim

General exclusions

To make a claim under this policy you must provide us with honest, correct and complete information in a timely manner. Your failure to do this may result in us reducing or denying any claim you make.

We will not pay for any claim caused by or arising out of:

- (a) any war, act of terrorism, hostilities or war like activities, invasion, act of foreign enemy (whether war is declared or not), rebellion, civil war, revolution, insurrection, military or usurped power;
- (b) environmental, biological, chemical radioactive or nuclear pollution, contamination or explosion (including diesel bug);
- (c) depreciation, wear and tear, rust or corrosion;
- (d) mechanical, structural, electrical, or electronic breakdown or malfunction, or damage resultant from any software virus or computer chip failure;
- (e) damage to the tyres caused by brake application , punctures, bursting or cuts , except where damage is as a result of an accident or malicious damage;
- (f) any loss, whether financial or otherwise, because you cannot use your vehicle, except for the cover provided under "Courtesy vehicle following accident/ theft";
- (g) any reduced value of your vehicle after your vehicle has been damaged and repaired in accordance with this policy;
- (h) your failure to take all reasonable steps to safeguard your vehicle from loss at all times including leaving your vehicle unlocked whilst unattended;
- (i) lawful seizure or taking possession of your vehicle by any person or organisation lawfully entitled to do so;
- (j) costs incurred due to an unreasonable delay in you notifying us of a claim, or of a demand upon you that may lead to a claim, fines, penalties or liquidated damages;
- (k) you or any other person driving your vehicle with your consent assuming liability or entering a contract, warranty or agreement, unless such liability would have existed if you had not entered into such contract, warranty or agreement;
- (l) intentional loss or damage caused by you or a person acting with your express or implied consent;

- (m) any costs associated with repairing any existing damage your vehicle had prior to an incident which resulted in a claim;
- (n) any costs associated with repairing faulty workmanship or incomplete repairs previously carried out on your vehicle prior to an incident which resulted in a claim, except in circumstances where you are claiming under terms described in our Lifetime Repair Guarantee;
- (o) contamination from natural, organic or corrosive substances (e.g. damage from tree sap or bird excrement);
- (p) the use of contaminated fuel (except where the fuel was purchased through a licensed and authorised fuel distributor);
- (q) you or any other person continuing to drive your vehicle in a damaged state;
- (r) any loss of or damage to radar detecting devices whether permanently or temporarily attached to your vehicle and also any attachments or accessories;
- (s) any more than \$1000 in total for loss or damage to accessories unless such equipment is the manufacturer's standard fitting for the vehicle model, or the accessories and their value are specified in the policy schedule;
- (t) any loss or damage to decals or signwriting unless these are specified in the policy schedule or the vehicle is insured for business use;
- (u) any unauthorised repairs to the vehicle that have been carried out prior to the claim being notified to us or any repairs that have not been authorised in writing by us;
- (v) being used in an unreasonable, reckless way, or the loss or damage was due to a wilful act or omission by you or anyone in charge of your vehicle; or
- (w) any loss or liability where cover is already provided by other insurance. We will not contribute towards any claim under any other policy.

Vehicle exclusions

We will not pay your claim if, at the time of any accidental loss, damage or liability which results in a claim, your vehicle (or any trailer or caravan attached to your vehicle) was:

- (a) being used in an unsafe or unroadworthy condition, or was carrying passengers or a load (including towing) in excess of that recommended by the vehicle manufacturer, and this contributed to the loss or damage;
- (b) being hired out or used for fare or reward (including driving school instruction) , other than under a private pooling arrangement or where such reward is only a travelling allowance paid by your employer and your vehicle is not used for business use;
- (c) altered by modifications from the original manufacturer's specifications, unless you have told us of these modifications and we have agreed to cover them;
- (d) being used or prepared for use in any form of motor sport or contest, experiments, tests, trial or demonstration purposes,
- (e) in the custody of a motor dealer or prospective purchaser for the purpose of sale or consignment;
- (f) being used for goods carrying use in connection with any trade or business other than farming unless the vehicle is insured for business use;
- (g) not displaying a current Warrant of Fitness safety inspection certificate issued by the Land Transport Safety Authority or an approved agent;
- (h) being used as a rental vehicle;
- (i) being used in connection with emergency or law enforcement services ;
- (j) being used for any unlawful purpose, including the carrying of hazardous or inflammable goods in excess of that permitted by government regulation unless you can prove that such use was without your knowledge or consent;
- (k) being used for security patrol.

Driver exclusions

We will not pay your claim if your vehicle or trailer, caravan or boat attached to the vehicle was:

- (a) being driven by you, or any other person who was not licensed to drive the vehicle or by any person who does not comply with any limitation, term or condition of their driver's licence;
- (b) being driven by you, or any other person:
 - whilst under the influence of alcohol or illicit drugs;
 - who had a blood or breath alcohol level in excess of the percentage permitted by New Zealand law; or
 - who refused to submit to any test to determine the level of alcohol or drug; or
- (c) being driven by you, or any other person, after receiving advice from a medical practitioner not to drive, or whilst under the influence of prescribed medications that impair the ability to drive; or
- (d) being driven by you, or any other person who was using a handheld mobile phone or other communication device.

All driver exclusions apply only when the vehicle is being driven with your knowledge and consent.

Making a claim

When you need to make a claim we'll be here to help you 24 hours a day 7 days a week – just call us on 0800 722 666.

To make a claim on this policy

- Please ensure that you take all reasonable steps to secure or recover your property, and to minimise the risk of further loss, damage or liability.
- If you need immediate advice or assistance you can call Lexus Accident Assist on 0800 722 666 any time for emergencies or on the next business day for minor incidents. Unless extenuating circumstances apply we ask that claims are notified with 7 days of an incident occurring.
- Provide us with all the information that we request from you, so that we can properly assess your claim.
- Refer any communication from other parties to us so that we can respond on your behalf.
- Complete the partially completed claim form we send you (missing information can delay your claim) and send it to the address shown on the form as soon as possible. This step is not required for online lodgements.
- Present your vehicle for inspection at the repairer that we have agreed will be used.
- For glass only claims, you may contact your nearest Lexus dealer or Smith & Smith (on 0800 247 276) and let them know that you are insured with Lexus Insurance.

Contact the police

You must immediately report all accidents to the police and complete a police report where people are injured in an accident or if your vehicle is stolen, broken in to or maliciously damaged.

We will need a copy of this report to process your claim.

What you must not do

- Do not admit liability or guilt or make a promise or offer to settle or partly settle the matter or defend the matter.
- Do not have your vehicle repaired, or authorise repairs, unless we have given our express written consent.

What you must pay in the event of a claim: Unpaid premiums

If you have not paid the full premium due for the period of cover in which the claim occurred, you may be required to pay the balance of any remaining premium owing for the period of cover.

What you must pay in the event of a claim: Excess

An excess is an amount you may have to pay toward the cost of a claim on this policy even if you are not responsible for the loss or damage. The amount and types of excesses applicable to your policy are shown on your policy schedule.

There are three types of excesses, Basic Excess, Age Excess and Licence Excess. . The excess payable for any claim will be the total of all excesses applicable depending on the circumstances of the claim. You may have to pay the excess before we agree to provide any benefits under the policy.

Basic Excess

The basic excess is shown on your policy schedule and consists of a set standard amount, plus any additional amount you selected in return for a reduction in premium, plus any amount we may impose. The basic excess is the first amount you may have to pay on each claim.

Age Excess

The age excess applies if the driver is under 25 years old at the time of an accident. You do not have to pay an age excess if claiming for loss or damage caused by theft, or attempted theft, fire, flood, hail, storm or malicious damage.

Licence Excess

The licence excess applies for claims made where at the time of an accident the driver does not hold a full New Zealand drivers licence or has held a full New Zealand driver's license for less than two years. You do not have to pay a licence excess if claiming for loss or damage caused by theft, or attempted theft, fire, flood, hail, storm or malicious damage.

Windscreen cover claims

Please refer to the Windscreen cover section of this policy for an explanation of when an excess is payable for windscreen claims.

Reimbursing your excess

We will reimburse your excess if we decide that you, or a driver of your vehicle, are not responsible for the accidental damage to your vehicle.

We will do this if:

- you provide the correct registration number of the vehicle that caused the accidental damage, and
- you provide the correct name and contact number or address details of the person who is responsible for the accidental damage, and
- the person responsible confirms his or her involvement in the event.

Deciding who is at fault

We will be solely responsible for deciding whether you or your driver contributed to the cause of an accident.

Our rights of recovery

We may have the right to recover any amount from other persons. We will have full control in the conduct, defence or settlement of any claim, and to take any action in your name. You and any other person entitled to cover under your policy must give us all necessary information and co-operation we may reasonably require including attending a Disputes Tribunal hearing.

No claim bonus protection

For each claim-free period of insurance you will accumulate a discount off your motor vehicle insurance premium up to a maximum amount.

If you can provide proof of a full no claims bonus with your previous insurer or if you are insured with us for one year without making a 'no recovery' claim, we will issue you with a no claims bonus protection certificate. Once your no claims bonus is protected you can make one 'no recovery' claim per period of insurance and you will not lose your no claims bonus.

A 'no recovery' claim is a claim where either:

- the driver of the insured vehicle contributed to the cause of the accident;
- the person that caused the accident or loss is unable to be identified;
- the accident or loss was not caused by a person;
- we cannot obtain an admission of liability from the person that caused the accident or loss.

If you have more than one 'no recovery' claim in a policy period, your no claims bonus will be reduced. If your no claims bonus is not protected, your no claims bonus will be reduced each time you make a 'no recovery' claim.

Repairing your vehicle

Please take particular notice of the following repair guarantees applying to repairs authorised by us and performed by our nominated repairers when deciding whether to use our nominated repairers or your preferred repairer.

Lexus quality repair guarantee

Where you choose to use a Lexus Insurance Nominated Repairer we will guarantee the quality of workmanship on the repairs for as long as the vehicle is owned by you.

This guarantee covers:

- the effectiveness of all repairs to restore the vehicle as near as possible to its pre-accident condition;
- the cost of rectifying any defect in parts or materials supplied; and
- the cost of rectifying any faulty workmanship.

It does not cover:

- defects caused by natural wear and tear of repaired surfaces;
- rust or corrosion or normal deterioration including paintwork, unless directly attributable to the repair; or
- rectification work not authorised by us.

Lexus genuine parts replacement

Lexus vehicles

If your Lexus is less than 5 years old from the date of first registration at the time of the accident or loss covered by this policy, we will use new Lexus genuine parts sourced through the manufacturer's New Zealand distribution channel to repair your vehicle, except for windscreens and window glass which may be from alternative sources.

For all other Lexus vehicles we will use Lexus genuine parts that are compatible with the age and condition of the vehicle at the time of loss.

Other vehicles

Vehicles not manufactured or imported by Lexus may be repaired using parts not made by the manufacturer but they will be compatible with the age and condition of the vehicle at the time of the loss.

Contribution to repairs

Should the repairs being performed leave your vehicle in a better condition than it was prior to the incident resulting in a claim, we may ask you to contribute to the repair costs.

Choice of repairer

We understand that on some occasions you may wish to have your vehicle repaired by a repairer of your choice.

If we accept your claim and your vehicle is repairable, we will suggest one of our Lexus Insurance Nominated Repairers. You may still use your preferred repairer provided:

- they have all the necessary licences and authorisations required by law;
- we believe they are capable of carrying out the repair to a reasonable standard;
- the vehicle is made available for inspection when required by us;
- repairs are not commenced prior to authorisation by us; and
- they will cooperate fully with our appointed assessor.

If your vehicle is a total loss

If we decide that the damage to your vehicle is so extensive that it would not be safe or economical to repair, or it has been stolen and not found within 14 days after the theft has been reported to us, we will declare your vehicle a total loss.

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

Your vehicle	If your vehicle becomes a total loss;	
New Lexus Your Lexus is less than 4 years since first registration as a new vehicle in NZ, is still covered by the new vehicle warranty, has travelled less than 140,000 kms and was purchased by you from a Lexus Dealer with an ODO reading of less than 5,000 kms.	We will replace your vehicle with a new vehicle of a similar make, model and specification.	Providing the vehicle has been continuously insured by you with Lexus Insurance since it was purchased.
Lexus Certified Pre-Owned Your Lexus is still covered by a Signature Class or SBT vehicle warranty, was purchased by you from a Lexus Dealer less than 2 years ago and has travelled less than 100,000 since purchased.	We will replace your vehicle with another vehicle of a similar year, make, model and specification.	
Used vehicle purchased from a Lexus Dealer Your vehicle was purchased by you from a Lexus Dealer less than 1 year ago.	We will pay you the amount that you paid to purchase the vehicle as stated on your Vehicle Offer and Sale Agreement.	
All other vehicles	We will pay you either the Agreed or Market value as stated on your policy schedule.	

Replacing your vehicle – additional information

If we do replace your vehicle we will also pay for the on- road costs of the vehicle, except the cost of registration, vehicle licensing, road user charges, petrol and any insurances.

If the vehicle is subject to a finance agreement we will also require the financier's written consent before replacing the vehicle.

If your Lexus vehicle has been superseded with a new model, is discontinued or is not available in New Zealand, we will replace your vehicle with another Lexus model. In these circumstances we may ask that you contribute the difference between the manufacturer's last listed recommended retail price for your vehicle and the recommended retail price of the replacement vehicle.

Total Loss claims – additional information

In the event of a total loss, your vehicle wreckage, including any options, accessories and unexpired registration, will become our property and we will retain the proceeds of any sale. Furthermore the cover provided under this policy ceases with no refund of premium. If your vehicle is determined by us to be a total loss following a claim and your premium is paid by instalments and/or has not been paid in full for the period of cover in which the claim occurred, you will be required to pay the balance of any remaining premium owing for that period of cover.

Determining the market value

If applicable, the market value will be determined by obtaining two valuations from professional valuers. These will normally be averaged. You may also obtain a valuation from a professional valuer and submit it to us for consideration.

Credit providers' rights

Where a credit provider has a financial interest by way of security or ownership over your vehicle in respect of your finance contract, we will settle any amount which remains payable under your claim directly to them. We will then pay you the balance of the claim. The total of all payments is limited by the amount you are entitled to under the claim.

Additional Terms and Conditions

Cancelling your policy

30 day cooling off period

If you cancel your policy within 30 days of the period of insurance commencement date you will receive a full refund, provided you have not lodged a claim. To cancel your policy in this way, you will need to return the policy and schedule to us, together with a letter asking us to cancel the policy.

Cancellation by you after 30 days

You may also cancel this policy at any time after 30 days of the period of insurance commencement date by requesting us to do so in writing. We will refund the balance of premium in respect of any unexpired period of insurance less any processing charge to cover our reasonable administrative and transaction costs. If we have paid a total loss claim under this policy you will not be entitled to any refund.

In some circumstances we may agree to backdate your cancellation to the commencement of the current policy period.

Cancellation by us after 30 days

We can only cancel your policy by writing to you at your last known address that we have recorded, in accordance with relevant Insurance Law. If we do this, we will refund the balance of premium in respect of any unexpired period of insurance, less any processing charge to cover our reasonable administrative and transaction costs. If we have paid a total loss claim under this policy you will not be entitled to any refund.

If you have obtained finance for any premium, payments of refunded premium or any proportionate rebate as referred to in the Credit Contracts and Consumer Finance Act 2003, if applicable, will be made to the credit provider or whoever the credit provider directs us to pay.

Paying for your insurance

We will tell you when your payment is due. Your premium must be paid on or before the due date to continue the cover provided by this policy. If we do not receive full payment of the amount due, we will reduce the term of the cover in line with the amount paid and advise you of this.

If your premium is paid monthly, then we may cancel cover if an instalment becomes overdue by at least a month. All benefits under this policy will be forfeited when two consecutive monthly instalments remain unpaid.

Renewing your policy

Before the expiry of your insurance cover we will write to you at your last known postal or email address that we have recorded and set out the terms on which we offer renewal, or advise you that we are unable to continue the cover. Unless you have specifically requested your renewal to be mailed or we don't have an email address recorded for you, it will be emailed.

If you accept our offer and renew your policy, cover will be for the period of insurance shown on your most recent policy schedule or renewal notice, provided that your premium is received by the commencement date of that period.

It is important you check that the information set out is correct, and advise us immediately of any changes to your information or details. If the information you provide to us is not honest, correct and complete, we may reduce or deny any claim you make, cancel your policy or treat your policy as never having begun.

Youngest regular driver

All drivers of your vehicle are insured so long as the other provisions of this policy are complied with. There is no need to name the drivers however the age of youngest regular driver of the vehicle must be declared to us.

A regular driver is a person who drives the vehicle twelve times a year or more.

In the event of a claim, if the driver of your vehicle is a regular driver and younger than the youngest regular driver as shown in the policy schedule, an additional premium may be payable before your claim can be processed.

Summary of changes in this version

- Product Disclosure Statement included
- Redraft the section “If your vehicle is a total loss” to make it easier to read
- Provide for renewals and other notices to be sent via email
- Add security patrol vehicles to the excluded vehicle uses
- Provide an option for business use customers to source their own temporary vehicle and claim reimbursement
- Extend trailer cover benefit to include boats and caravans
- Extend temporary vehicle benefit to cover to a maximum of 21 days
- New taxi costs benefit
- New re-delivery costs benefit
- Eligibility criteria included
- Replacement of the term registered valuer with professional valuer as there is no longer a register of vehicle valuers in New Zealand
- Further clarification of on-road costs
- Further clarification of genuine parts
- Glass replacement cover upgraded to Lexus genuine glass for vehicles under 5 years old
- In general the document has been rearranged and reworded where necessary to enhance readability

For more information please contact us on
0800 722 666
or visit our website
www.lexus.co.nz



Lexus Vehicle Insurance is administered by
Aioi Nissay Dowa Management New Zealand Ltd.
The insurer is Aioi Nissay Dowa Insurance Co. Ltd.