

A scenic landscape photograph of New Zealand. In the foreground, a winding asphalt road with white dashed lines curves through a dry, grassy hillside. In the middle ground, a vibrant turquoise lake is nestled between the hills. The background is dominated by a massive, rugged mountain range with significant snow cover under a clear, light blue sky.

# Rental Vehicle Excess Travel Insurance

Policy Wording

For travel in New Zealand

Effective 1 December 2021

Issued and underwritten by Pacific International Insurance Pty Ltd  
(NZBN 942 9041356500, FSP 394846).

## 1 INTRODUCTION

This Policy Wording is designed to provide information about us and our rental vehicle excess travel insurance. This information will help you decide whether our rental vehicle excess travel insurance is right for you. The coverage described in this Policy Wording is available to anyone who receives this Policy Wording for travel within New Zealand. If you decide to purchase our insurance, your insurance policy will consist of this Policy Wording and any supplementary Policy Wording we may issue, along with your Certificate of Insurance.

The information in this Policy Wording was updated on 1 December 2021. Up-to-date insurance-related information that does not adversely affect your policy may change from time to time and may be made available to you on [prosura.com](https://prosura.com). Our policy does not cover every person, use, event, vehicle, or situation. To find out more about what is and isn't covered by this rental vehicle excess travel insurance, please read this Policy Wording carefully. We ask that you pay particular attention to the sections titled "Eligibility Requirements and Conditions of Cover", and "What We Do Not Cover."

### Words with special meanings

Some words used in this document have special defined meanings. These words start with a capital letter and are listed in the Glossary in section 6. Please read them and ensure that you understand their meaning.

## 1.1 IMPORTANT INFORMATION ABOUT US

### Who we are

Pacific International Insurance Pty Ltd ('Pacific', 'we', 'us' and 'our') NZBN 9429041356500, FSP 394846, underwrites this policy.

Prosura Pty Ltd ('Prosura') has a binding authority which means it can enter into, vary or cancel insurance policies and handle and settle claims on behalf of Pacific provided it acts within its delegated authority. Prosura acts for Pacific and does not act on your behalf.

You may contact us any time via our website at [prosura.com](https://prosura.com), or by emailing us at [help@prosura.com](mailto:help@prosura.com).

### Financial Strength Rating and Solvency Ratio

Pacific has a Financial Strength Rating of B++ (Good) from the USA rating agency A.M. Best.

The rating is reviewed by A.M. Best on an annual basis, with the rating scale outlined in the table below.

Secure		Vulnerable	
A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++ and C+	Marginal
B++ and B+	Good	C and C-	Weak
		D	Poor
		E	Under Regulatory Supervision
		F	In liquidation
		S	Suspended

Pacific is regulated by the Reserve Bank of New Zealand (RBNZ).

### Jurisdiction

The New Zealand courts have exclusive jurisdiction over legal proceedings in relation to this insurance product.

### How we operate

To allow us to offer you a lower premium, we keep our costs to a minimum by conducting our rental vehicle excess travel insurance business primarily online and digitally (including via email and our Self Service Portal). We rely on our ability to communicate with you digitally so that you can buy and manage your policy through an online portal with us.

### Online and digitally:

- we can quote and sell our insurance;
- you can review and update your Policy through the Self Service Portal;
- we can send payment requests, documents, notices, digital links to notices;
- we send documents, answer questions and do most other communications via email (we try our best not to use paper); and
- you can report a claim to us.

Our product is not for everyone. You need to feel comfortable making transactions online and obtaining important insurance documents from our website or via email. You can access your policy information at any time by accessing the link in the confirmation email we send you or by contacting us.

## 2 RENTAL VEHICLE EXCESS TRAVEL INSURANCE

### Benefit limit

\$10,000 NZD is the most we will pay in total for all claims under this Policy.

There is no excess payable on this Policy.

## 2.1 WHAT WE COVER

### 2.1A Expenses paid to a Rental Provider in connection with damage to, or theft of a Qualifying Rental Vehicle

We will reimburse a Nominated Driver up to \$10,000 NZD for their expenses specified in sections 2.1.1 and 2.1.2 in connection with one Rental Vehicle provided that:

- (a) all of the Eligibility Requirements and Conditions of Cover listed in section 2.2 are met,
- (b) the Nominated Driver is responsible for the expenses under the terms of the Rental Agreement,
- (c) the expenses are paid to the Rental Provider by the Nominated Driver pursuant to the Rental Agreement, and
- (d) none of the Exclusions listed in section 2.3 apply.

#### 2.1.1 Excess Charges up to the Excess Amount.

2.1.2 Other charges arising from accident, theft or extreme weather events and listed in paragraphs (a) – (g), provided that the expenses are not covered by the Basic Cover or other indemnity provided by the Rental Provider under the Rental Agreement:

- (a) repair or replacement costs that result from damage to underbody, overhead, tyre, bumper, trim, windscreen, mirrors and glass,
- (b) roadside assistance and roadside repairs,
- (c) towing and relocation costs to the nearest premises owned by the Rental Provider or the original pick up location, whichever is closest,
- (d) fees and surcharges including premium location surcharge, admin and credit card fees charged by the Rental Provider in connection with the Excess Charge,
- (e) loss of use and demurrage fees charged by the Rental Provider while the Rental Vehicle is off the road,
- (f) fees directly resulting from vehicle key loss, including repairs, replacement and lock out, and
- (g) fees directly resulting from misfuelling by filling the vehicle with the incorrect type of fuel.

Please read your Rental Agreement to determine the Rental Vehicle's Basic Cover inclusions and exclusions and Excess Amount.

### 2.1B Personal Baggage

If a Nominated Driver's Personal Baggage is damaged or stolen during the Period of Cover, we will cover the actual cash value of the Personal Baggage, up to \$2,000 AUD. Personal Baggage means suitcases, trunks and similar containers including their contents and articles worn or carried by you, except for any Valuables.

### 2.1C Emergency Cancellation Protection

Where you have paid a Prepayment to a rental vehicle provider or travel agent, for rental of a Qualifying Rental Vehicle to be collected on your Policy Start Date, we will reimburse you for the Prepayment up to \$1,000 AUD, if you have to cancel your rental vehicle booking due to an Emergency, and you cannot recover the Prepayment from any source.

Where we say Emergency we mean a circumstance which is unforeseeable and unavoidable including:

- (a) the death, injury, or illness of you or your close relative, business associate, or travelling companion,
- (b) where you are prevented from collecting your rental due to a natural disaster, or a government direction related to COVID-19 requiring a lock down or border closure, or
- (c) where your flight has been cancelled by an airline preventing you from being able to collect the vehicle as agreed with the rental vehicle provider, and the rental vehicle provider does not offer an alternative, or will not refund the Prepayment.

## 2.2 ELIGIBILITY REQUIREMENTS AND CONDITIONS OF COVER

All of the following conditions and eligibility requirements must be met for you to be covered by this Policy:

- (a) you must be a Nominated Driver on the Rental Agreement for a Qualifying Rental Vehicle for travel in New Zealand,
- (b) you must accept the Rental Agreement and you must comply with its terms and conditions,
- (c) the Rental Agreement must specify an Excess Amount, which may also be called a deductible or damage liability fee,
- (d) you must hold a current and valid driver licence which meets the Rental Provider requirements and entitles you to rent and drive the Rental Vehicle in New Zealand,
- (e) you must purchase your Policy before you sign the Rental Agreement,
- (f) you must contact the Rental Provider as soon as reasonably possible to report theft or damage to the rental vehicle and follow their instructions,



- (g) you must report theft or damage to the Rental Vehicle to the police or other law enforcement agency as required by law, and
- (h) where you have made a Prepayment for your rental vehicle booking, you must inform the rental vehicle provider, or travel agent, as soon as you know you have to cancel your rental vehicle booking

A Qualifying Rental Vehicle is any vehicle weighing equal to or less than 4.5 tonnes, that can be rented or loaned (including accident replacement vehicles) with a standard car driver licence from a motor vehicle rental company, agency, mechanic, claims adjuster, motor dealer, accident replacement centers, peer-to-peer and car share platforms, and includes the following types of vehicles:

- motorhome,
- sedan,
- coupe,
- hatchback,
- station wagon,
- SUV,
- four wheel drive,
- van,
- mini bus,
- people mover,
- light commercial vehicle including moving trucks, or
- utility.

Cover is limited to one rental vehicle per rental agreement, except if your rental vehicle has been replaced by the rental provider and provided that the first vehicle was not damaged or stolen during your Period of Cover. For example, you will be covered for a replacement vehicle, if the first vehicle has a mechanical or other fault that occurred prior to the time when you assumed control of the vehicle, you do not sign a new rental agreement, and you do not claim for any reimbursement in connection with the first vehicle. If the first vehicle is damaged or stolen during your Period of Cover, you will need to purchase a separate policy to be covered for a replacement vehicle.

## 2.3 WHAT WE DO NOT COVER – EXCLUSIONS

You are not covered and we do not pay for any claim:

- for reimbursement of expenses paid to a Rental Provider for more than one rental vehicle,
- for any costs that can be recovered from the Rental Provider,
- where you have breached the terms of your Rental Agreement,
- where you have acted unlawfully,
- where you have acted illegally, dishonestly, fraudulently or criminally,
- where you have acted under the influence of drugs or alcohol,
- where you have recklessly or intentionally caused loss or damage,
- where you have acted with suicidal intention,

- where you have not taken all reasonable steps to protect the Rental Vehicle against loss and damage,
- where you have not taken reasonable steps to remove the Rental Vehicle from danger during a weather event, such reasonable steps to include moving the vehicle under cover,
- where you have driven the Rental Vehicle on a road that is not a road available for use by the general public,
- where you have lost or misplaced Personal Baggage, or Personal Baggage was stolen from an insecure location or unattended Rental Vehicle,
- for damage to Personal Baggage which occurred prior to the Policy Start Date,
- for Valuables,
- for reimbursement of a Prepayment for a rental vehicle booking where you have changed your mind, or choose not to travel,
- arising from any act of war, whether war is declared or not, or from any rebellion, revolution, insurrection or taking of power by the military,
- arising from, related to or associated with an actual or likely epidemic or pandemic, or the threat of an epidemic or pandemic,
- arising from a nuclear reaction or contamination from nuclear weapons or radioactivity,
- arising from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear,
- arising directly or indirectly from, or is in any way connected with, you participating in any race, speed or time trial,
- related to loss, damage or theft to your personal property, unless it is a claim for Personal Baggage cover expressly provided for in this PDS,
- related to bodily injury or death, or
- where you have any other insurance for the same loss or damage, we will not cover the amount of the indemnity you are entitled to claim pursuant to the other insurance whether or not the insurer refuses the claim or fails to settle for any reason whatsoever.

## 2.4 PERIOD OF COVER

### Emergency Cancellation Protection

Cover for Emergency Cancellation begins on the day, at the time, your Policy is issued. This date and time is noted on your Certificate of Insurance.

Cover for Emergency Cancellation ends when:

- you cancel or shorten your Policy, on the date noted on the Cancellation confirmation, or modified Certificate of Insurance, or
- you return the Rental Vehicle to the Rental Provider, or
- on the Policy End Date,

whichever occurs first.

### **Expenses paid to a Rental Provider in connection with damage to, or theft of a Qualifying Rental Vehicle & Personal Baggage**

Cover begins on the Policy Start Date at the time you sign the Rental Agreement or otherwise assume legal control of the Rental Vehicle.

Cover ends when you return the Rental Vehicle to the Rental Provider or the Policy End Date, whichever occurs first.

The Policy Start Date and Policy End Dates are both stated on your Certificate of Insurance under the words Period of Cover.

If you extend the duration of your rental beyond the Policy End Date your cover will expire on the Policy End Date; you will not be able to claim for an incident occurring after the Policy End Date. Please contact us to request a quote to extend your Policy if you wish to do so.

## **3 CANCELLATIONS, REFUNDS AND MODIFICATIONS**

### **3.1 CANCELLATION BY YOU – REFUNDS AND COOLING OFF**

Prior to the Policy Start Date, you may cancel your Policy and obtain a refund of the premium paid (Processing Fees will not be refunded).

On and from the Policy Start Date you can still cancel your Policy however we will not refund any charges.

If you cancel your Policy you will not be covered for Emergency Cancellation Protection.

Policies may be cancelled via the Self Service Portal linked in your Policy confirmation email or by contacting the Prosura team directly.

### **3.2 POLICY MODIFICATIONS**

#### **Extensions**

A Policy may be extended any time before the Policy End Date (as stated on your Certificate of Insurance) provided that,

- you are not aware of any circumstances that have or may give rise to a claim under the Policy,
- your driver licence is valid, and
- the extension will not result in a single continuous Policy cover of more than 12 months.

Policies cannot be extended after the Policy has ended.

#### **Shortening**

A Policy may be shortened any time before the Policy Start Date. A partial refund of the premium will be provided. Refunds will be calculated based on current pricing for the number of days where cover is required and refunding the difference of the first premium amount charged. Processing Fees will not be refunded.

If you shorten your Period of Cover, you will not be covered for Emergency Cancellation Protection.

#### **Request a Policy Extension or Shortening**

To apply to extend or shorten your Policy, either:

- make the application via the online Self Service Portal anytime, or
- contact the Prosura team for assistance over the phone during business hours in Queensland.

Where we have agreed to extend or shorten your cover, a new Certificate of Insurance with your revised Policy dates will be issued to you.

#### **Policy Holder Changes**

The Policy Holder name may be updated any time before you collect your rental vehicle on the Policy Start Date. The Policy Holder phone number and email address may be changed at any time.

Changes to Policy Holder details can be requested by contacting Prosura via email or over the phone during business hours in Queensland.

## **4 CLAIMS**

Your claim will be handled on the insurer's behalf by Prosura.

If you have an accident or your Rental Vehicle is stolen you must notify the Rental Provider, and the police or other relevant authority if required by law, as soon as possible and follow their reasonable instructions. If possible, please also take photos documenting the damage and incident generally.

If the Rental Vehicle has been damaged, the Rental Provider may put a hold on your credit card for the Excess Amount while they assess the cost to repair or replace the Rental Vehicle.

Once the damage cost has been estimated by the Rental Provider and if this estimate is less than the Excess Amount, they may reduce the charge on your credit card to the estimated repair cost. For example, if the Rental Agreement Excess Amount is \$4,000,

- the Rental Provider may first put on a hold on your credit card for \$4,000
- if the Rental Provider then estimates a repair cost of \$1,000, the Rental Provider may release \$3,000 from the hold on your credit card.

You must obtain a receipt from the Rental Provider for all charges you wish to claim reimbursement for.

If you expect to lodge a claim, you must notify us immediately with your intent to claim by initiating a claim online at [prosura.com/claims](https://prosura.com/claims), emailing or calling us on the customer service details specified on your Certificate of Insurance.

To make a claim you must complete the online claims process at [www.prosura.com/claims](http://www.prosura.com/claims) and upload the relevant supporting documents including copies of:

- the Nominated Driver's driver licence and a certified translation document if the licence is not in English,
- the Rental Agreement,
- the Rental Provider's charge receipt for the rental,
- the Rental Provider's accident or damage report,
- a third party damage assessment if procured by the Rental Provider,
- photos documenting the damage and incident (if available),
- if police notification is required by law, the police report, or other evidence confirming that you notified the police,
- all invoices and receipts from the Rental Provider specifying charges for repairs undertaken, Excess Charges and all other claimed charges, and confirming you have paid all amounts that you are claiming,
- a copy of your credit card or bank statement showing payment of the damages claimed, and
- if you are claiming for Personal Baggage, a police report or other evidence of theft or damage to Personal Baggage occurring during the Period of Cover,
- if you are claiming for reimbursement of a Prepayment made to a rental vehicle provider or travel agent, evidence demonstrating:
  - that the Prepayment was made, and the value of it, including an invoice, receipt, or bank statement,
  - the Emergency that caused you to cancel your rental vehicle booking,
  - that you notified the rental vehicle provider or travel agent of your cancellation as soon as reasonably possible,
  - the steps you took to recover the Prepayment from the rental vehicle provider or travel agent, and
  - that the Prepayment was not refunded.
- all other supporting documentation reasonably requested by our claims officer.

We may be unable to process your claim until all required documents are received.

If we suspect that you have paid for expenses which you were not responsible for under the terms of the Rental Agreement, for example, where you have been excessively charged for repairs, we may take investigative actions, including engaging a third party loss assessor to determine whether expenses charged by the Rental Provider were reasonable. If a third party loss assessor determines that the expenses charged by the Rental Provider were excessive, not reasonable, or above market rates, we will only indemnify you for reasonable charges.

Approved claim payments will be paid in New Zealand Dollars (NZD) by direct credit into the bank account nominated by the Nominated Driver who made the claim. Claimants will be responsible for fees and charges levied by financial institutions for transfers to accounts not domiciled in New Zealand, these fees will be deducted from approved claims payments where applicable. The rate of currency exchange that will apply is the rate determined by our bank or payment intermediary at the time the claims payment is approved by us.

Any Nominated Driver has the authority, as if they were a Policy Holder, to make a claim and direct claims payments.

#### **GST and your claim**

All insured amounts are in New Zealand Dollars and include Goods and Services Tax (GST), if applicable. When you claim under the Policy with us, all amounts we pay will be inclusive of any applicable GST, up to the maximum benefit amount shown in this Policy Wording. If you are registered for GST purposes, we will reduce any claimed amounts paid to you by the appropriate input tax credit percentage that you have told us you are entitled to claim from the Inland Revenue Department.

#### **Our right of recovery**

After we pay a claim under this Policy, we can decide to take legal action in your name to recover money from the person or entity who caused the loss, damage or liability. You must give us all the help we need to do this. If we recover money that belongs to you and it is more than the claim that we paid or expenses we incurred in recovering it, we will pay you the recovered money after deducting amounts paid to you in connection with a claim and our expenses.

## **5 OTHER INFORMATION ABOUT YOUR POLICY**

#### **You must give us accurate and complete information**

We would like to point out some of the important obligations you have. The correctness of all information provided, or statements made in relation to this policy or any claim under this policy is essential before we have any liability under this policy or pay your claim. It is important we receive all relevant information. This means that we need you to tell us everything you know, or could reasonably be expected to know, that may influence our decision to provide this insurance. If any circumstances change during the time we provide your insurance, it is important you tell us. This applies at time of inception/application and during the term of your policy. If you are in any doubt you should disclose information. If we are not informed, we have the option to decline any claim or avoid this policy from the date of change. Be truthful and correct in everything you tell us.

### By purchasing insurance from us, you agree:

- that information and notices we are legally required or authorised to give you in writing may be given by;
    - sending you a digital link by which you can access the information or notices, or
    - by delivering them digitally, including via email,
- but only where the process is permitted by law at the time we give you the information or notice;
- to receive from us the forms, correspondence, notices, and documents that we choose to send by digital link or by delivering them digitally, including via email or made available to you online; and
  - to make every effort to update your Policy information, confirm transactions, and report claims via our online claims portal at [prosura.com/claims](https://www.prosura.com/claims).

### How we determine your premium

In order to calculate the Policy premium we consider many factors including duration of the rental period, vehicle type, rental provider, vehicle excess amount, pick up location, residencies of insureds, historical claims data for the product, the cost of providing and administering the Policy, the cost of providing legal liability cover, our profitability targets, the expenses we incur to sell policies and settle claims and government charges and taxes.

The total premium displayed on your Certificate of Insurance includes any government charges, taxes, and levies, such as GST, stamp duty or emergency services levy that we are obliged to pay.

### Complaints

#### Stage 1

If you have a complaint, including in relation to our service, the cover provided under your Policy, or the way you have been treated, we encourage you to let the claims officer you have been dealing with know so that they can assist in resolving the matter. If you need to escalate the matter please lodge your dissatisfaction with us by contacting us by telephone, by mail, or by emailing us at [claims@prosura.com](mailto:claims@prosura.com). We will respond to your request within fifteen (15) business days if we have all the information we need and have completed any investigation required.

#### Stage 2

If you get our response and feel your issue has still not been resolved to your satisfaction, you can contact the Prosura Internal Dispute Resolution (IDR) representative at [IDR@prosura.com](mailto:IDR@prosura.com) or our mailing address and request that the IDR representative review your dispute. You can also access the IDR representative through your claims officer.

### External Dispute Resolution

If you disagree with the Prosura IDR representative's decision, you may access the Insurance & Financial Services Ombudsman (Ombudsman) Scheme of New Zealand, which is our approved external dispute resolution scheme. This scheme is free and independent. For more information or to access the Ombudsman please call 0800 888 202 or visit [www.ifso.nz](http://www.ifso.nz).

### Protecting Your Privacy

We value the privacy of personal information and are bound by the NZ Privacy Act 1993 when we collect, use, disclose or handle personal information. We collect personal information to offer, provide, manage, and administer the many financial services and products we and our group of companies are involved in. Further information about our privacy practices can be found in our Privacy Policy that can be viewed on [www.prosura.com](http://www.prosura.com).

Your Personal Information may also be disclosed to some of our service providers who are located overseas. Who they are may change from time to time and we may need to disclose Personal Information to other countries not listed. At the date of this document our overseas providers include Singapore, New Zealand, United States, South Africa and the Philippines. You can contact us for a detailed listing.

By providing personal information to us about Nominated Drivers, you are representing that you are authorised by them to do so. You also represent that you have informed the nominated drivers and any other person whom you authorise to use your vehicle, of the terms of our Privacy Policy and they have consented to them.

## 6 GLOSSARY

**Basic Cover** means the basic insurance held by the Rental Provider to cover loss of or damage to the Rental Vehicle. Basic Cover may exclude damage to vehicle windscreens, tyres, internals, roof, undercarriage, extras, expenses incurred in connection with roadside assistance, loss of use, loss of keys, misfuelling and single vehicle accidents.

**Certificate of Insurance** means the document we give you which confirms that we have issued a Policy to you and explains the details of your cover. Where you have been issued with more than one Certificate of Insurance, for example, where you have modified your Policy, the most recent version of the Certificate of Insurance will supersede all previous versions.

**Excess Amount** means the maximum Excess Charge specified in the Rental Agreement.

**Excess Charge** means the excess charge you pay to the Rental Provider if the Rental Vehicle is accidentally damaged or stolen or otherwise involved in an accident while in your custody where the loss or damage is covered by the Basic Cover. Rental Providers use different terms for Excess Charges, these may include, damage liability fee, loss damage waiver, damage recovery fee and accident damage excess.

**Nominated Driver** means a person authorised by the Rental Provider to drive the Rental Vehicle, and whose name is listed on the Rental Agreement or any other legally binding authorisation document issued by the Rental Provider.

**Personal Baggage** means your suitcases, trunks and similar containers including their contents and articles worn or carried by you. Personal Baggage does not include any Valuables, any bicycle, scooter, business samples or items that you intend to trade, passport or travel documents, electronic data, software, intangible assets, watercraft of any type, furniture, furnishings, household appliances, or hired items.

**Policy** means this PDS, Certificate of Insurance and any written document we tell you forms part of your policy.

**Policy Holder** is the person named on the Certificate of Insurance.

**Policy Start Date** is the first date noted in your Certificate of Insurance under the words Period of Cover.

**Policy End Date** is the second date noted in your Certificate of Insurance under the words Period of Cover.

**Prepayment** means a fee you were required to pay to a rental vehicle provider or travel agent to secure your rental vehicle booking, such as a deposit or a full payment in advance.

**Processing Fees** are expenses incurred in connection with the third party payment gateway used to process the purchase transaction.

**Qualifying Rental Vehicle** is defined in section 2.2, Eligibility Requirements and Conditions of Cover.

**Rental Agreement** means the legally binding agreement that you enter into with the Rental Provider to hire a Rental Vehicle.

**Rental Vehicle** means the Qualifying Rental Vehicle hired from a Rental Provider pursuant to the Rental Agreement.

**Rental Provider** means the provider who is a party to the Rental Agreement.

**Self Service Portal** means the Prosura online self service portal linked in your Policy confirmation email via the "Manage Policy" button and accessible via [prosura.com/my-policy](https://prosura.com/my-policy).

**Valuables** means all valuables including all electronics such as mobile phones, computers, tablets, cameras, watches, jewellery, furs, gold, silver, precious metals, gems, stones, money, cash, bank notes, currency notes, cheques, negotiable instruments.





Sales, general enquiries and claims

**0800 700 127**

You can lodge your claim online 24 hours a day at:

**[prosura.com](https://prosura.com)**

**Prosura Pty Ltd**

NZBN 942 9048975636

Level 1, 10 Finchley St, Milton, QLD 4064 Australia

This insurance is underwritten by

**Pacific International Insurance Pty Ltd**

NZBN 942 9041356500