

# Private Motor Vehicle Insurance Policy



International  
Underwriting  
Agencies Ltd

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# Private Motor Vehicle Insurance Policy

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## INTRODUCTION

### ABOUT THIS POLICY

**Your** Motor Vehicle Policy consists of:

1. this policy document, and
2. the **schedule**, and
3. the information **you** have provided in the **application**.

### YOUR DUTY OF DISCLOSURE

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

**You** also have this duty, every time **your** insurance renews and when **you** make any changes to it. If **you** breach this duty **your** Motor Vehicle Policy will be cancelled as if it had never existed.

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

### CHANGING YOUR MIND

If **you** are not happy with **your** Motor Vehicle Policy, **you** can change **your** mind provided **you** tell **us** within 15 days of the date **your** Motor Vehicle Policy started. **We** will cancel **your** Motor Vehicle Policy as if it had never existed and refund in full any premium **you** have paid.

This does not apply if a claim has been made.

### EXAMPLES

**We** have sometimes used examples and comments to make the parts of this policy document easier to understand. These examples and comments, *which are printed in italics*, do not affect or limit the meaning of the section they refer to.

### HEADINGS

The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document.

### DEFINED WORDS

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean at the back of this policy document in the section 'DEFINITIONS'.

## INSURANCE AGREEMENT

### OUR AGREEMENT

**You** agree to pay **us** the premium. In exchange, **we** agree to cover **you** as set out in this policy document.



## USE OF YOUR VEHICLE

### WHEN COVER APPLIES:

This Motor Vehicle Policy applies only when any **vehicle** is being used:

1. for private, domestic, social or pleasure purposes, including community work, or
2. in connection with any business, profession or occupation other than:
  - (a) salesperson, commission agent, service person or commercial traveller, or
  - (b) insurance representative, insurance agent or insurance broker, or
  - (c) land or real estate agent, or
  - (d) mortgage broker or mobile mortgage manager, or
  - (e) stock or station agent, or
  - (f) courier driver, delivery person or taxi driver, or
  - (g) motor trade.

### WHEN COVER DOES NOT APPLY:

This Motor Vehicle Policy does not apply when any **vehicle** is being used:

1. to carry fare-paying passengers (other than car pooling or car sharing) or for hire, or
2. to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
3. to practice for or take part in any race, rally, pace-making, reliability trial or speed test, or
4. on any racetrack.

## TYPE OF COVER THAT APPLIES

### TYPE OF COVER OPTIONS:

The type of cover that applies will be shown in **your schedule**.

#### FULL COVER

1. If **your schedule** shows: 'Type of Cover: Full Cover', then **you** are:
  - (a) fully insured under 'Section One – **Loss to your Vehicle**', and
  - (b) fully insured under 'Section Two – **Your Legal Liability**'.

#### THIRD PARTY, FIRE AND THEFT

2. If **your schedule** shows: 'Type of Cover: Third Party, Fire & Theft', then **you**:
  - (a) have limited cover under 'Section One – **Loss to your Vehicle**'. It only covers accidental **loss** to the **vehicle** caused by:
    - (i) fire, or
    - (ii) theft or attempted theft, unlawful conversion, or
    - (iii) earthquake, volcanic eruption, hydrothermal activity or tsunami, and
  - (b) are fully insured under 'Section One: Automatic Additional Benefits – Protection against uninsured drivers', and
  - (c) are fully insured under 'Section One: Automatic Additional Benefits Towing Costs', and
  - (d) are fully insured under 'Section Two – **Your Legal Liability**', during the **period of cover** in New Zealand (including transit between places in New Zealand).

#### THIRD PARTY ONLY

3. If **your schedule** shows: 'Type of Cover: Third Party only', then you:
  - (a) have no cover under 'Section One – **Loss to your Vehicle**', and
  - (b) are fully insured under 'Section One: Automatic Additional Benefits – Protection against uninsured drivers', and
  - (c) are fully insured under 'Section Two – **Your Legal Liability**', during the **period of cover** in New Zealand (including transit between places in New Zealand).

## SECTION ONE

### LOSS TO YOUR VEHICLE

#### WHAT YOU ARE COVERED FOR:

**You** are covered for:

1. sudden **accidental loss** to the **car** during the **period of cover** in New Zealand (including transit between places in New Zealand), and
2. General Average or Salvage Charges that **you** are legally required to pay as a result of the **car** being carried by ship between places in New Zealand during the **period of cover**.

#### WHAT YOU ARE NOT COVERED FOR:

##### TYPES OF LOSS NOT COVERED

**You** are not covered for:

1. depreciation, or
2. wear and tear or rust, or
3. loss of use.

##### BREAKDOWN OR FAILURE NOT COVERED

**You** are not covered for damage or failure that is:

1. mechanical, or
2. electrical, or
3. electronic.

However, this exclusion does not apply:

- (a) to the above types of **loss** to the **car** where it results in or from: fire, collision, overturning, immersion in water, flood, malicious damage, theft or illegal conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami, or
- (b) to the extent that cover is provided by NZI Roadside Assist Additional Benefit.

##### TYRES

**You** are not covered for damage to tyres caused by braking.

**You** are not covered for punctures, cuts or bursts to **your** tyres. However, this does not apply to punctures, cuts or bursts that result in or from: fire, collision, overturning, malicious damage, theft or illegal conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami.

*IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY below.*

#### WHAT WE WILL PAY:

##### REPAIRABLE DAMAGE

If **we** consider the **car** is economic to repair, **we** will at our option:

1. arrange to repair the **car** to substantially the same condition as it was in before the **loss** occurred, or
2. pay **you** the cost of repairs as estimated by our assessor.

If the cost of repairs to the **car** will put the **car** in a substantially better condition than before the **accident**, **you** may be required to make an appropriate contribution towards this cost if **we** ask **you** to.

##### TOTAL LOSS

If **we** consider the **car** is **uneconomic to repair**, **we** will:

1. pay **you** the **market value** up to the **sum insured** shown on the **schedule**, or
2. replace the **car** with a new **vehicle** of the same model and specification, provided that:
  - (a) the **loss** occurred within 12 months of **you** purchasing the **car** new, and
  - (b) the model and specification is available in New Zealand.

##### AVAILABILITY OF PARTS

If any new parts, accessories or tools are unobtainable in New Zealand, **we** will pay up to the last known selling or list price in New Zealand plus the reasonable cost of fitting.

##### REPAIR GUARANTEE

**We** provide a quality guarantee on all repairs to the **car** undertaken through our Approved Repairer Network while **you** own the **car**.



## AUTOMATIC ADDITIONAL BENEFITS – FULL COVER

### ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

If **you** suffer an **injury**, following a **loss** covered by this Motor Vehicle Policy, during the **period of cover**, **we** will pay the amounts below if **you** suffer any or a combination of the events below within 90 days from the date of an **injury**.

Event	Amount
1. Death	\$10,000
2. Permanent total loss of sight of an eye	\$2,500
3. Permanent total loss of use of a hand	\$2,500
4. Permanent total loss of use of a foot	\$2,500

If **you** suffer from a combination of Events 2, 3 or 4 the amount payable under each **Event** will be cumulative. However, the most **we** will pay during the **period of cover** is the Death Amount. This Automatic Additional Benefit also provides cover for **you** when **you** drive any other motorcar with the owner's permission, provided this **use** meets all the requirements that **you** would have to meet for this policy to cover **loss** involving the car. **We** will not pay for death, resulting from suicide, or any self-inflicted **injury**.

### ACCOMMODATION COSTS

**We** will pay for reasonable costs of accommodation for **you**, **your partner**, **your family**, other passengers and domestic pets in the **car** travelling with **you**, if the **car** can no longer be driven following a **loss** covered by this Motor Vehicle Policy. The most **we** will pay is \$750 for any **event**.

### ALTERNATIVE TRANSPORT

**We** will contribute towards the reasonable costs incurred if **you** require a rental **vehicle** following a **loss** covered by this Motor Vehicle Policy while the **car** is:

1. being repaired, or
2. not fit to drive until it is repaired, or
3. missing after being stolen.

Provided:

- a) **we** have arranged the rental **vehicle** through our approved supplier, and
- b) **you** contribute \$20 per day (paid to our supplier when the rental **vehicle** is obtained), and
- c) **you** pay any bond or deposit, and
- d) **you** pay for all running costs.

**We** will contribute towards these costs for a maximum of 14-days. The rental **vehicle** will be a passenger **vehicle** up to 2000cc.

If the **car** is **uneconomic to repair**, cover under this Additional Benefit ends when **we** settle **your** claim.

**You** do not have this cover if the **car** is a mobile home, motor cycle, caravan or **trailer**.

### EXCESS AND CLAIMS FREE DISCOUNT PROTECTION

1. If the **car** suffers **loss** covered by this Motor Vehicle Policy caused by the driver of another **vehicle**, **we** will not deduct the **excess** or adjust **your** claim-free discount, provided **you**:

- (a) give **us** enough information to establish that the driver of the other **vehicle** was completely at fault, and
- (b) give **us** the correct registration number of the other **vehicle** or information **we** need to positively identify the driver (including name and address), and
- (c) give **us** reasonable help to recover **your** claim from the driver of the other **vehicle**, or from its owner.

2. **We** will not deduct the **excess** or adjust **your** claim-free discount if the **loss** to the **car** is from actual or attempted theft or illegal conversion while it was fitted with an activated electronic engine immobiliser approved by **us**.

### IF THE VEHICLE IS A CARAVAN

#### CONTENTS OF THE CARAVAN

If the **car** shown in the **schedule** is a caravan, this Motor Vehicle Policy is extended to cover:

1. any fixture, fitting or furnishing that would normally be expected to be sold with the caravan, and

2. any utensils, supplies, appliances and personal effects in the caravan belonging to **you, your partner** or any member of **your family**.  
The most **we** will pay is \$1,000 for any **event**.

#### KEYS AND LOCKS

If any of the keys to the **car** are lost, stolen or believed on reasonable grounds to have been duplicated without **your** permission during the **period of cover**, **we** will pay the reasonable cost of replacing the keys and the locks they were for.  
The most **we** will pay during the **period of cover** is \$1,000.  
A \$100 **excess** applies to this Additional Benefit.  
The **loss** of claim-free discount does not apply to this Additional Benefit.

#### MEDICAL EXPENSES

**We** will pay the reasonable costs incurred by **you, your partner, your family** and other passengers in the **car**, for medical, surgical, therapeutic, dental and nursing treatment (including x-rays) as a result of an **injury** following a **loss** covered by this Motor Vehicle Policy.  
The most **we** will pay is \$500 for any **event**.  
**We** will not pay for any expenses that can be claimed from any other source or for any self-inflicted **injury**.

#### PROTECTION AGAINST UNINSURED DRIVERS

If **your schedule** shows that **you** have 'Third Party, Fire & Theft cover' or 'Third Party only cover', then this Motor Vehicle Policy is extended to cover sudden accidental **loss** to **your car** during the **period of cover** caused by an uninsured driver of another **vehicle**.

**We** will:

1. if **we** consider the **car** is economic to repair and at our option:
  - a) arrange to repair the **car** to substantially the same condition as it was in before the **loss** occurred, or
  - b) pay **you** the cost of repairs as estimated by an assessor appointed by **us**, or
2. if **we** consider the **car** is **uneconomic to repair**, pay **you** its **market value**.

Provided **you**:

- (a) give **us** enough information to establish that the driver of the other **vehicle** was completely at fault, and
- (b) give **us** the correct registration number of the other **vehicle** or information **we** need to positively identify the driver (including name and address), and
- (c) give **us** reasonable help to recover **your** claim from the driver of the other **vehicle**, or from its owner.

The most **we** will pay for any **event** is \$3,000. **We** will not deduct the **excess** or adjust **your** claim-free discount.

#### REPLACEMENT VEHICLE

When **you** buy a replacement **vehicle** for the **car**, **we** will automatically provide cover for that replacement **vehicle** under this Motor Vehicle Policy from the date of purchase, provided that:

1. **you** notify **us** within 30 days of the date of purchase, and
2. the replacement **vehicle's** purchase price does not exceed \$100,000, and
3. the replacement **vehicle's** purchase price will be the **sum insured**, and
4. **you** pay any additional premium that is required.

#### ROAD CLEARING COSTS

**We** will pay reasonable costs incurred for removing debris from any road or parking area, following a **loss** covered by this Motor Vehicle Policy.

#### TEMPORARY REPAIRS

**We** will pay the reasonable cost of temporary repairs to the **car** that are essential to make it roadworthy, to enable **you** to get to **your** destination or to a repairer following a **loss** covered by this Motor Vehicle Policy.

#### TOWING COSTS

If the **car** can no longer be driven following a **loss** covered by this Motor Vehicle Policy, **we** will pay for necessary and reasonable towing and rescue costs to remove the **car** to the nearest repairers or place of security.



## TRAILER COVER

This Motor Vehicle Policy is extended to cover accidental **loss** to any **trailer** during the **period of cover**.

**We** will at our option pay:

1. the cost of repairs, or
2. the **market value**.

The most **we** will pay during the **period of cover** is \$1,000.

A \$100 **excess** applies to this Additional Benefit.

The **loss** of claim-free discount does not apply to this Additional Benefit.

## TRANSPORT COSTS

**We** will pay for reasonable costs of:

1. transport for **you, your partner, your family**, other passengers and domestic pets in the **car**, from the place where the **loss** occurred to **your** home or to **your** nearest immediate destination, and
2. returning the **car** to **your** home or to another place **you** and **we** agree, after the **car** has been repaired,

If the **car** can no longer be driven following a **loss** covered by this Motor Vehicle Policy.

If the **car** is recovered following theft or conversion, **we** will pay the reasonable costs incurred to return the **car** to the place from where it was stolen or to another place that **you** and **we** agree.

## WINDOWS

The **excess** and **loss** of claim-free discount do not apply to a claim that is solely for accidental damage to windscreens, windows, sun-roofs, or driving lights of the **car**.

## OPTIONAL ADDITIONAL BENEFIT

The following benefit is an Optional Additional benefit. Cover applies only if **you** have purchased the benefit and it is shown in **your** schedule.

### NZI ROADSIDE ASSIST

This Motor Vehicle Policy is extended to provide NZI Roadside Assist for the **car** during the **annual period**.

1. NZI Roadside Assist will:
  - (a) fit the **car's** spare tyre if it has a flat tyre, and
  - (b) access the **car** if **car** keys are locked inside, and
  - (c) provide 5 litres of fuel if the **car** is out of fuel, and
  - (d) jump-start the **car** if it has a flat battery.
2. NZI Roadside Assist will arrange to tow the **car** to the nearest approved repairer or place of safety if the **car** suffers mechanical or electrical damage or failure and:
  - (a) cannot be easily mobilised at the roadside, or
  - (b) requires replacement parts.
3. NZI Roadside Assist will not assist where the **car**:
  - (a) has been left unattended, or
  - (b) requires specialised salvage equipment, or
  - (c) is not within easy access of a public road that is negotiable by a two-wheel drive **vehicle**, or
  - (d) cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
  - (e) was being used for competitions or off-road activity, or
  - (f) was involved in an **accident** or collision, or
  - (g) was being misused.
4. NZI Roadside Assist will not assist:
  - (a) for towed vehicles such as boats, trailers and caravans, or
  - (b) for cars exceeding 3,000 kg.

NZI Roadside Assist Additional Benefit provides six call outs during the **annual period**.

Extra call outs can be made; however, all extra call outs will be charged to **you** at our standard fee, and further assistance is at **your** expense.

The **excess** and **loss** of claim-free discount do not apply to this Additional Benefit.



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## SECTION TWO

### YOUR LEGAL LIABILITY

#### WHAT YOU ARE COVERED FOR:

##### YOUR LEGAL LIABILITY

**You** are covered for **your** legal liability and defence costs arising from:

1. accidental **loss** to anyone else's property (including **loss of use**), or
2. accidental **loss** to property where the costs are recoverable from **you** under Section 43 of the Forest and Rural Fires Act 1977, or
3. accidental **bodily injury** to any person, occurring during the **period of cover**, caused by or through or in connection with **your use** of a **vehicle** in New Zealand (including transit between places in New Zealand).

##### REPARATION

**You** are covered for **your** legal liability to pay **reparation** to a victim who has suffered accidental **loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of cover** in connection with **your use** of a **vehicle** in New Zealand (including transit between places in New Zealand).

Provided that:

1. **you** or any other person entitled to cover under this benefit must tell **us** immediately if **you** or they are charged with any offence in connection with the **use** of the **car** or a **vehicle**, which resulted in **loss** of property or **bodily injury** to another person; and
2. **we** must give our written approval before any offer of **reparation** is made.

There is no cover under this benefit for any amounts that are covered under the **Accident Compensation Act 2001 (Act)**, or would be covered but for:

1. a failure by the victim to correctly notify a claim to the **Accident Compensation Corporation** within the time required under the Act,
2. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
3. a decision by the **Accident Compensation Corporation** to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

##### OTHER PERSON'S LIABILITY

**We** will cover the legal liability, including legal liability to pay **reparation**, of any other person caused by or through or in connection with their **use** of the **car**, in the same manner as **we** cover **you**, provided:

1. such **use** has **your** permission, and
2. their liability is not covered by any other insurance, and
3. the person using the **car** meets all the same terms of this Motor Vehicle Policy that **you** must meet.

##### VICARIOUS LIABILITY

This Motor Vehicle Policy is extended to cover **your** employer's vicarious liability while **your** car is being used for the business of **your** employer by **you**, or by any other employee who has **your** permission, provided

1. the liability is not covered by any other insurance, and
2. the person using the **car** meets all the same terms of this Motor Vehicle Policy that **you** must meet, and
3. the **use** of the **car** meets all the same terms of this Motor Vehicle Policy that **you** must meet.

*Vicarious liability means that your employer may be held responsible for injury or damage, even if they were not actively involved in the incident.*



#### WHAT YOU ARE NOT COVERED FOR:

1. **You** are not covered for liability, including liability for **reparation**, for **loss** to any property:
  - (a) owned by **you** or anyone **we** cover and who claims under this Motor Vehicle Policy, or
  - (b) in **your** care or in the care of anyone **we** cover under this Motor Vehicle Policy other than for:
    - (i) a disabled **vehicle** being towed without charge by any **vehicle**, or
    - (ii) clothing, personal effects and luggage being carried by and belonging to any passenger in any **vehicle**, or
  - (c) being carried by or loaded into or unloaded from any **vehicle** or a caravan or **trailer** attached to any **vehicle** other than specified under (b)(ii) above.
2. **You** are not covered for liability arising out of a contract or agreement unless **you** would have been liable even without such contract or agreement.
3. **You** are not covered for:
  - (a) any fine or penalty, or
  - (b) any punitive or exemplary damages.
4. **You** are not covered for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.
5. **You** are not covered for liability, in any way connected with, any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of cover** and is caused by a sudden accidental **event** that happens during the **period of cover**.

*IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY below.*

#### WHAT WE WILL PAY:

##### AMOUNT PAYABLE FOR PROPERTY DAMAGE

**We** will pay for:

1. liability, including liability for **reparation**, for **loss** to property, and
2. reasonable costs and expenses incurred with our approval, and
3. costs awarded against **you** by a Court.

The most **we** will pay is \$20,000,000 for any **event**.

##### AMOUNT PAYABLE FOR BODILY INJURY

**We** will pay for:

1. liability, including liability for **reparation**, for **loss** to property, and
2. reasonable costs and expenses incurred with our approval, and
3. costs awarded against **you** by a Court.

The most **we** will pay is \$20,000,000 for any **event**.

##### AMOUNT PAYABLE FOR A CLAIM FOR BODILY INJURY AND PROPERTY DAMAGE

**We** will pay for:

1. liability, including liability for **reparation**, for **bodily injury**, and
2. reasonable costs and expenses incurred with our approval, and
3. costs awarded against **you** by a Court.

The most **we** will pay is \$1,000,000 for any **event**.

The most **we** will pay for a claim for property damage and **bodily injury** for one **event** is \$20,000,000.

##### SETTLEMENT OF ANY CLAIM

**We** may pay the full amount under this part of **your** Motor Vehicle Policy, or any lesser amount for which the liability can be settled plus defence costs incurred, and this will meet all our obligations under this part of **your** Motor Vehicle Policy.

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## AUTOMATIC ADDITIONAL BENEFITS

### MANSLAUGHTER DEFENCE COSTS

**We** will pay:

1. legal defence costs necessarily and reasonably incurred, to defend a charge of manslaughter, or dangerous driving causing death or careless driving causing death, and
2. costs necessarily and reasonably incurred for legal representation at any inquiry or coroner's inquest in connection with a death,

resulting from:

1. **you** or **your partner** driving the **car**, or
2. any member of **your family** driving the **car** with **your** permission, or
3. **you** or **your partner** driving any motorcar that **you** or **your partner** do not own and are not purchasing, provided that **you** or **your partner** has the owner's permission to drive the **vehicle**,

during the **period of cover**.

Section Two 'What **You** Are Not Covered For' – Clause 4 (offences) does not apply to this Automatic Additional Benefit.

The most **we** will pay is \$10,000 during the **period of cover**. The **excess** does not apply to this Additional Benefit.

### TOWING

**We** will cover **you** while the **car** is being used for towing, provided that such towing is not for financial gain or reward (financial gain does not include the reimbursement of normal running costs of the **car**).

## POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

### ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There is no cover under this Motor Vehicle Policy if the driver of the **vehicle** or the person using the **vehicle**:

1. has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
2. refuses to undergo a breath or blood test after an **accident**, when legally required to do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent as to be incapable of having proper control of the **vehicle**, or
4. fails or refuses to stop, or remain at the scene, following an **accident** (as required by law). This exclusion does not apply if the driver of the **vehicle** has stolen or illegally converted it, provided **you** lay a complaint with the police.

### CONFISCATION

**You** are not covered for **loss** connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority.

### EXCESS

For each **event**, the **excess** will be deducted from the amount of **your** claim unless stated otherwise under an Additional Benefit.

If **you** have multiple vehicles insured under this policy, the **excess** applies individually to each **vehicle**.

### INTENTIONAL OR RECKLESS ACTS

**You** are not covered for any **loss** or liability arising from any intentional or reckless act or omission.

### LOSS OF ELECTRONIC DATA

**You** are not covered for **loss** of **electronic data** and any liability arising from this, directly or indirectly caused by, or in connection with a **computer virus**. This includes **loss** of **use**, reduction in functionality or any other associated **loss** or expense in connection with the **electronic data**.

### MODIFIED VEHICLE

There is no cover under this Motor Vehicle Policy if the **car** has been modified, unless details of all the modifications have been given to **us** and **we** have agreed to those modifications in writing.

### NUCLEAR & WAR RISKS

**You** are not covered for **loss** or liability and defence costs connected in any way with:

1. any operations employing the process of nuclear fission or fusion, or handling of radioactive material. This includes, but is not limited to:



- (a) the **use** of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices, or
  - (b) the **use**, handling or transportation of any radioactive material, or
  - (c) the **use**, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, or
  3. civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

#### OTHER USE OF YOUR VEHICLE

**You** are not covered for any **loss** or liability where the **vehicle** or anything attached to the **vehicle** is not being used in accordance with the description in **Use** of the **Vehicle** (as described in Section One of this policy).

#### TERRORISM

**You** are not covered for **loss**, damage, death, **injury**, illness, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

1. an **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **loss**, damage, death, **injury**, illness, liability, cost or expense.
2. any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

#### UNLICENSED DRIVERS

There is no cover under this Motor Vehicle Policy if the driver of any **vehicle**:

1. does not comply with all the conditions of their driver licence, or
2. is not legally allowed to drive in New Zealand.

This exclusion does not apply if the driver of the **vehicle** has stolen or illegally converted it, provided **you** lay a complaint with the police.

### HOW TO CLAIM

#### WHAT YOU MUST DO

If anything happens that may lead to a claim under this Motor Vehicle Policy, **you** must:

1. do what **you** can to take care of the **car** and to prevent any further **loss** or liability, and
2. tell **us** as soon as possible, and
3. notify the Police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **car** before any permanent repairs have commenced, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against you, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information in connection with the claim being:
  - (a) disclosed to **us**, and
  - (b) transferred to Insurance Claims Register Limited, and
8. tell **us** immediately if **you** are charged with any offence in connection with the **use** of the **car** or a **vehicle** which resulted in **loss** of property or **bodily injury** to another person.

#### WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO

**You** must obtain our agreement before **you**:

1. incur any expenses in connection with any claim under this Motor Vehicle Policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. negotiate, offer to pay or pay any **reparation**, including but not limited to, offers made as part of any case management conference or sentencing hearing, or
4. do anything that may prejudice our rights of recovery.

#### ACTIONS WE MAY TAKE

At our expense **we** may take action in **your** name:

1. to negotiate, defend or settle any claim against **you** covered by this Motor Vehicle Policy, and
2. to make a recovery from any other person for anything covered by this Motor Vehicle Policy, and **you** must cooperate with **us**.

#### SALVAGE

**You** must not abandon the **car** to **us**. However, after the **car** is declared **uneconomic to repair**, **we** may keep the **car** and retain the salvage.

## DISHONESTY

If **your** claim is dishonest or fraudulent in any way, **we** may:

1. decline **your** claim, either in whole or in part, and/or
2. declare either this Motor Vehicle Policy or all other insurance **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at our sole discretion.

## POLICY CONDITIONS

### BREACH OF ANY CONDITION

If:

1. **you**, or
2. any other person **we** cover under this Motor Vehicle Policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this Motor Vehicle Policy, **we** may:

- (a) decline **your** claim either in whole or in part, and/or
- (b) declare either this Motor Vehicle Policy or all insurance **you** have with **us** to be unenforceable. This is at our sole discretion.

### TRUE STATEMENTS AND ANSWERS

The **application** is the basis of this Motor Vehicle Policy. True statements and answers must be given (whether by **you** or any other person) when **you**:

1. apply for this insurance, and/or
2. notify **us** regarding any change in circumstances, and/or
3. make any claim under this policy.

### REASONABLE CARE

**You**, and anyone driving the **car** with **your** permission, must take reasonable care at all times to avoid circumstances that could result in a claim.

**Your** claim will not be covered if **you** are reckless or grossly irresponsible.

### OTHER INSURANCE

**You** must tell **us** if the **car** is or becomes covered under any other insurance. If **you** can claim under any other insurance, **we** will only pay the amount of any **loss** over and above the limit payable by the other insurance. This does not apply to Accidental Death and Permanent Disablement Additional Benefit (as described in Section One of this policy).

### CHANGES IN CIRCUMSTANCES

**You** must tell **us** immediately if there are any:

1. modifications to the **car**, or
2. material changes that might alter the nature of the risk insured or increase the chance of a claim under this Motor Vehicle Policy.

*Information is 'material' where we would have made different decisions about either: (a) accepting your insurance, or (b) setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.*

*The 'risk insured' refers to both: (a) the actual property or liabilities covered (known as physical hazard), and (b) you or other persons covered by this Motor Vehicle Policy (known as moral hazard).*

### CANCELLATION

BY YOU

**You** may cancel this Motor Vehicle Policy at any time. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of cover**.

BY US

**We** may cancel this Motor Vehicle Policy by giving **you** notice in writing or by electronic means at your last known address, or to **your** broker. **Your** Motor Vehicle Policy will be cancelled from 4pm on the 30th day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of cover**.

### CHANGE OF TERMS

**We** may change the terms of this Motor Vehicle Policy (including the **excess**) by giving **you** notice in writing or by electronic means at **your** last known address. **Your** Motor Vehicle Policy will be changed from 4pm on the 30th day after the date of the notice.

### UNECONOMIC TO REPAIR

If **we** have paid **your** claim for a **car** that is **uneconomic to repair**:

1. this Motor Vehicle Policy is automatically cancelled, and
2. **we** will not give any refund of premium, and
3. **your car** will become our property.

*This means that you will need to make new insurance arrangements on any replacement car.*



## GOODS AND SERVICES TAX

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

1. all sums insured exclude GST, and
2. all limits and sub limits include GST, and
3. all **excesses** include GST, and
4. GST will be added, where applicable, to claim payments.

## JOINT INSURANCE

If this Motor Vehicle Policy covers more than one person, then all persons are jointly covered.

*This means that a breach of this Motor Vehicle Policy by any one person affects everyone's ability to claim under this policy.*

## OTHER PARTIES WITH A FINANCIAL INTEREST

If **we** know of any financial interest over the **car**, **we** may pay part or all of any claim proceeds to the holder of that interest.

This payment will meet all obligations **we** have under this policy for the **loss**.

**We** are authorised by **you** to disclose personal information about **you** to any holder of a financial interest.

Any party who is recorded as having a financial interest under this Motor Vehicle Policy, is not covered by this policy and does not have rights to claim under this policy.

## DEFINITIONS

The definitions apply to the plural and any derivatives of the words.

*For example, the definition of 'accident' also applies to the words 'accidentally', 'accidental' and 'accidents'.*

### accessory

a part of the **car** not directly related to its function as a **vehicle**, including any:

- radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of the **car**, and
- portable telephone that connects to a power source in the **car**, and
- car seat covers, floor mats or child car seats.

### accident

unexpected and unintended by **you** and anyone using the **car** or any **vehicle**.

### act of terrorism

an act, including but not limited to the **use** of force or violence and/or threat thereof, of any person or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) that from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### annual period

the **annual period** is the **period of cover**. However, if:

- the premium is paid monthly or quarterly, or
- the **period of cover** is for more than 12 months,

the **annual period** is any one 12-month period calculated from the date this policy first started, and consecutively thereafter.

### application

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

### bodily injury

the accidental death of, or accidental **bodily injury** to any person, including sickness, disease, disability, shock, fright, mental anguish or mental **injury**.

### car

the vehicle described in the **schedule**, and including any:

- standard tool supplied by the vehicle's manufacturer or a similar substitute tool, and
- **accessory** or spare part whilst in or on the vehicle, and
- **accessory** that has been temporarily removed from the vehicle for security purposes, cleaning or servicing.

### computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to Trojan Horses, Worms and Time or Logic Bombs.



<b>electronic data</b>	facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
<b>event</b>	any one <b>event</b> or series of events arising from one source or original cause.
<b>excess</b>	this is the amount of <b>your</b> claim that <b>you</b> must pay. The amount of the <b>excess</b> is shown in either the <b>schedule</b> or in this policy wording.
<b>family</b>	any <b>family</b> member who permanently resides with <b>you</b> .
<b>injury</b>	a <b>bodily injury</b> caused solely and directly by violent, accidental, external and visible means.
<b>loss</b>	physical <b>loss</b> or physical damage.
<b>market value</b>	the reasonable cost to buy, immediately before the <b>loss</b> and on the retail market, a <b>vehicle</b> of the same: <ul style="list-style-type: none"> <li>➤ year,</li> <li>➤ make, model and specification,</li> <li>➤ mileage/hours,</li> <li>➤ general condition,</li> </ul> as the <b>car</b> damaged, including the value of any fitted equipment covered by this Motor Vehicle Policy.
<b>modification</b>	any change to the <b>car</b> , that is different to the manufacturer's original specification or recommendations. <i>Examples include:</i> <ul style="list-style-type: none"> <li>➤ changes to the engine, steering, performance, suspension, chassis, or</li> <li>➤ body kits, paintwork, interior modifications, or</li> <li>➤ tyres or wheels of the car, or</li> <li>➤ a changed sound system valued at over \$1,000.</li> </ul> <b>We</b> do not consider a conversion of the <b>car</b> to run on CNG, LPG or Bio Gas as a <b>modification</b> , provided the <b>car</b> has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.
<b>partner</b>	<b>your</b> husband or wife or person with whom <b>you</b> are living in the nature of a marriage.
<b>period of cover</b>	the <b>Period of cover</b> shown in the <b>schedule</b> .
<b>reparation</b>	an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.
<b>schedule</b>	the latest version of the <b>Schedule we</b> issued to <b>you</b> for this Motor Vehicle Policy.
<b>sum insured</b>	the <b>Sum insured</b> shown in the <b>schedule</b> .
<b>trailer</b>	any general <b>use trailer</b> : <ul style="list-style-type: none"> <li>➤ owned by <b>you</b> or in <b>your</b> care, and</li> <li>➤ that is not covered by any other insurance, and</li> <li>➤ used in accordance with the Description of <b>Use</b> (as described in this policy). It does not include: <ul style="list-style-type: none"> <li>➤ a caravan, a boat <b>trailer</b>, a camper <b>trailer</b> or a horse float; or</li> <li>➤ the contents, equipment or accessories of any <b>trailer</b>.</li> </ul> </li> </ul>
<b>uneconomic to repair</b>	a total <b>loss</b> because the <b>car</b> is: <ul style="list-style-type: none"> <li>➤ uneconomic or unsafe to repair, or</li> <li>➤ stolen and not recovered.</li> </ul>
<b>use</b>	includes driving, parking, garaging or storing of the <b>car</b> or <b>trailer</b> .
<b>Vehicle</b>	<ul style="list-style-type: none"> <li>➤ the <b>car</b> or <b>trailer</b> when being used by <b>you</b> or anyone else with <b>your</b> permission, and</li> <li>➤ any other motorcar that is not owned by <b>you</b>, being used by <b>you</b> provided <b>you</b> have the owner's permission to <b>use</b> it and the liability is not covered by any other insurance.</li> </ul>
<b>we</b>	NZI, a business division of IAG New Zealand Limited.
<b>you</b>	The person(s) or entity shown as the insured in the <b>schedule</b>





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