



Personal Insurance Plan

MotorPlan



Welcome to MotorPlan

We would like to make sure *you* are aware of all *your* entitlements under this policy, so please read this document carefully. After *you* have read it, please contact *us* if *you* would like further information.

HELP Service – Emergency Assistance

HELP is a 24 hour, 7 day a week emergency assistance service which Vero offers as part of *your* insurance policy – at no extra cost.

With just one phone call *you* can sort out all the hassles that arise if *you* have an *accident* or disaster anywhere in *New Zealand* – even if no insurance claim is involved. Whatever the problem, ring HELP for practical advice, and they will locate the trades people or services *you* need. The toll free number is 0800 800 786.

Ringling HELP costs *you* nothing. The assistance is free, but *you* will have to pay if *you* ask for a tradesperson to call or for other services. Where the services are covered by *your* policy, *you* can claim back any bills paid, subject to the policy excess.

How HELP can help *you*:

Convenience

Instead of looking through the yellow pages for a plumber at 11 o'clock at night, HELP can organise a call out.

Quality

All trades people are approved and monitored. Each call is followed up to ensure *you* are satisfied with the quality and cost of the service received.

Guaranteed response

Our systems will guarantee that someone will actually arrive.

How do *you* qualify for HELP?

HELP is automatically provided to all Vero house, contents or private motor vehicle policyholders (but not business

cars or motorcycles). HELP is also available to members of *your* immediate family who live with *you*.

No matter which policy *you* have (of those listed above) *you* can use any of the HELP services provided.

Service available

HELP provides a 24-hour referral to a comprehensive nationwide network of recommended service organisations and trades people.

So if *you* have got a problem with plumbing, a leaking roof, broken glass, replacement of locks or electrical faults, *our* operators can provide rapid assistance.

Advice is also available on *our* claims procedures, including the appointment of assessors and tips on how to minimise damage.

If *your* car is stolen or involved in an *accident* *you* will have several immediate worries:

- transport – a taxi home or to *your* destination;
- alternative accommodation – if *you* are away from home;
- call out of a tow truck and where to take *your* car following an *accident*;
- urgent message relay to friends and relatives; and
- how to start the claim procedure.

HELP provides free access to a service that will advise and act on all of these concerns.

HELP also offers to arrange a host of other services for *you* (while *you* are in *New Zealand*) even when no insurance claim is involved:

1. emergency call-out service – for problems like flat batteries or keys locked in *your* car;
2. medical referral service – if *you* are away and want the name of a recommended local doctor, out of hours;
3. replacement of personal effects following loss or theft away from home.



Remember, HELP is always available whether *you* are at home or miles away.

HELP - a valuable addition to *your* policy from Vero.

30-day Money Back Guarantee

If *you* are not satisfied with the cover provided by the policy *you* may return the policy within 30 days of receiving it.

If *you* have not made any claims during this period we will give *you* a full refund of any *premium* paid.

Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. *You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

Definitions

Definitions explain words frequently used in the policy.

Defined words are shown in this type style.

Accessories means:

- fitted entertainment, communications and navigation systems
- child restraints/seats
- tools and breakdown equipment, purchased by *you* to repair *your vehicle*
- car seat covers
- first aid kit, torch, fire extinguisher, maps
- and other equipment (not otherwise defined) permanently fitted to the *vehicle*.

Accident and *accidental* mean a sudden and unforeseen event, not intended or expected by *you*.

Act means any Act of the New Zealand Parliament in force at the commencement of the *period of cover*, or which comes into force during the *period of cover*, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.

Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.

Damages means amounts payable in accordance with judgement against *you* and/or settlements negotiated by *us*, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, *reparation*, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.

In New Zealand means in New Zealand or in transit within New Zealand.

Market value means the reasonable value of the *vehicle* immediately prior to the loss or damage.

Period of cover means the "period" or "period of insurance" specified in the *schedule*.

Premium is the consideration for this contract. This may mean the first premium or any subsequent premium and includes any government levies and taxes.

Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 (or any replacement Act) and any subsequent amendments to be paid to the victim of an offence. Reparation does not include:

- a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015 (or any replacement Act) and any subsequent amendments; or
- b. *damages*, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or
- c. *your* legal defence costs or expenses in relation to an offence.



Schedule is the latest current policy schedule, expiry notice or insurance renewal issued to *you*.

Vehicle means any vehicle described in the *schedule* including equipment supplied and fitted by the manufacturer, and tools supplied by the manufacturer that would normally remain within the vehicle and *accessories*. For the purposes of the general exclusions, vehicle also means any other vehicle covered by this policy.

We, us or *our* means Vero Insurance New Zealand Limited.

You or *your* means the insured person or persons named in the *schedule*, and their partner. Partner means a marriage partner, or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.

Description of Use

You can either have cover for private or business use, both of which are defined below. In addition, please refer to general exclusion 3 for details of other excluded uses.

1. Where the "description of use" on the *schedule* is shown as private:
 - a. *your vehicle* is covered while it is being used:
 - i. for social, domestic, pleasure and farming purposes; or
 - ii. by religious workers and social welfare or youth organisation persons in the course of their work; or
 - iii. by *you* in person for business purposes. This means the policy must be in *your* name.
 - b. there is no cover if *your vehicle* is being used:
 - i. for the carrying, hauling or towing of goods or samples in connection with any trade or business other than farming; or
 - ii. in connection with the motor trade or for business purposes by commission agents, sales or service persons, commercial travellers, insurance representatives, insurance assessors, motor driving instructors, stock, station or real estate agents.
2. Where the "description of use" on the *schedule* is

shown as business, *your vehicle* is covered while it is being used for private or business purposes.

Introduction

We will provide the cover set out in this policy during the *period of cover* shown in *your schedule* provided *you* have paid the *premium* and subject to the policy's terms, limits, conditions and exclusions.

Your insurance contract consists of three parts:

1. this policy document;
2. the personalised *schedule* with details of the cover which applies to *you*; and
3. the information in the proposal, application or declaration.

What you are insured for

We will insure *you* for *accidental* loss or damage to *your vehicle* anywhere in *New Zealand* during the *period of cover* with *us*.

What we will pay – at our option

The cost to repair or replace *your vehicle* or make a payment up to the *market value*.

If *your vehicle* is a caravan, trailer or motorcycle, the maximum amount payable will be the lesser of the *market value* or the sum insured shown on the *schedule*.

As the *premium* is partly based on *your vehicle's* stated value, *you* should make sure that it is realistic and takes account of depreciation.

Limits on what we will pay for:

Parts

The most we will pay for any part or *accessory* not available in *New Zealand* is the lesser of:

- a. the manufacturer's last known list price in *New Zealand*;
- b. the price of the part's closest New Zealand equivalent; or
- c. the cost of having a new part made in *New Zealand*.

We will not pay for the cost of freighting parts or *accessories* from overseas or for the replacement of any part that has not been damaged.



Accessories

We will not pay more than \$1,000 in total for loss or damage to *accessories* unless such equipment is the manufacturer's standard fitting for the *vehicle* model, unless a higher amount is shown in the *schedule*.

Paint

We will only pay for the re-painting of those areas that have been damaged. We will not pay additional costs due to the inability to match new paint to existing paint.

Repairs

If we elect to repair *your vehicle*, you may use the repairer of *your* choice. If you choose one of our "Guaranteed Repairers" we will pay the cost of repairs and guarantee the work while you own the *vehicle*, otherwise we will not pay more than our assessor's estimate of the cost of repairs.

If the repair makes a major improvement to the pre-*accident* condition or value of the *vehicle* then you may be required to make a contribution towards the cost of repairs.

Third Party Cover

When noted on the *schedule* in respect of a particular *vehicle* that "third party cover applies", cover on *your vehicle* is limited to loss or damage as a result of an *accident* caused by an uninsured other party. Cover will only apply if we are satisfied that:

- a. the driver of *your vehicle* was completely free of blame; and
- b. the identity of the other party who caused the damage is established; and
- c. the other party did not have valid insurance.

The maximum amount payable for any claim will be the *market value* of *your vehicle* or \$3,000 whichever is less, unless *your vehicle* is a motorcycle where the maximum amount payable will be \$1,000.

Third Party Fire and Theft Cover

When noted on the *schedule* in respect of a particular *vehicle* that "third party fire and theft cover applies", cover on *your vehicle* is limited to loss or damage to *your vehicle*:

1. by fire, theft or illegal conversion; or
2. as a result of an *accident* caused by an uninsured third party. Cover will only apply if we are satisfied that:
 - a. the driver of *your vehicle* was completely free of blame; and
 - b. the identity of the other party who caused the damage is established, and
 - c. the other party did not have valid insurance

The maximum amount payable for any claim will be the *market value* of *your vehicle* or \$3,000 whichever is less unless *your vehicle* is a motorcycle where the maximum amount payable will be \$1,000.

Additional benefits

We will also pay for:

1. Legal Liability

If you have home, contents, or motor insurance with us, you can only claim any of the benefits below under one policy.

A. Liability for Damages

We will cover you for your legal liability to pay *damages* for *accidental bodily injury* or damage to someone else's property during the *period of cover* arising from an *accident in New Zealand* involving *your vehicle*.

B. Liability for Reparation

We will cover you for your legal liability to pay *reparation* for *accidental bodily injury* or damage to someone else's property during the *period of cover* arising from an *accident in New Zealand* involving *your vehicle*, provided that:

- a. you tell us immediately if you or any other person entitled to cover under the policy is charged with any offence in connection with the use of the *vehicle* which resulted in *bodily injury* to another person or damage to someone else's property; and
- b. you obtain our written approval before any offer of *reparation* is made.



C. Forest and Rural Fires Act

We will cover *you* for *your* legal liability under the Forest and Rural Fires Act 1977 (F&RF Act), or any amendments or replacing Act to pay:

- a. costs incurred and apportioned by the Fire Authority;
- b. costs claimed by any other party in order to protect their property from fire;

arising from an *accident* involving *your vehicle* in New Zealand during the *period of cover*.

But we will not pay for any:

- i. levies for expenditure under Sections 44, 45, 46 & 46A of the F&RF Act;
- ii. fines or penalties;
- iii. gross negligence or deliberate damage caused by *you*;
- iv. fire intentionally lit by *you* that does not comply with the F&RF Act and its amendments or any other statutory or local body requirement governing the lighting of fires.

D. Extended Liability

Provided all the requirements for cover are met, we will extend the "Liability for *Damages*", "Liability for *Reparation*" and "Forest and Rural Fires Act" benefits:

- a) to any person who is driving *your vehicle* with *your* consent and who is not otherwise excluded from the policy cover;
- b) for *accidents* caused by any other motor car being driven by *you* in person, provided it does not belong to *you* and is not hired to *you* under a hire purchase or lease arrangement. No cover is provided for damage to the car being driven. This extension does not apply where *your vehicle* is a motorcycle, trailer or caravan;
- c) to *your* employer while *your vehicle* is being driven with *your* permission on *your* employer's business; and
- d) for *accidents* caused by any trailer or caravan while attached to *your vehicle*.

E. No excess where *your vehicle* is comprehensively insured

No excess will apply for *your* claim under benefits A, B, C or D where *your vehicle* is comprehensively insured and *you* are not claiming for damage to *your vehicle* arising from the same event.

But we will not pay for legal liability under any of these benefits:

- i. for damage to property (including motor vehicles) in *your* or the driver's custody or control. However damage to a disabled vehicle being towed (other than for reward) is covered. Damage to the property of passengers is also covered;
- ii. if *you* or any person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fails to comply with the terms and conditions of this policy;
- iii. for any exemplary or punitive damages;
- iv. where any exclusion in the section "Exclusions: We will not pay for" applies.

Limits on what we will pay under Legal Liability:

In respect of any one event, we will pay:

- i. for damage to someone else's property, up to \$20,000,000;
- ii. for *bodily injury*, up to \$1,000,000; and
- iii. for liability under the F&RF Act, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, or costs under the F&RF Act, we will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

Our liability to *you* under all legal liability benefits ("Liability for *Damages*", "Liability for *Reparation*" and "Forest and Rural Fires Act"), will be limited to the applicable sub-limits, and will never exceed \$20,000,000 in total, plus legal defence costs and expenses where applicable, during any *period of cover*.



2. Vehicle Change

If *you* replace a *vehicle*, or buy an additional *vehicle* for *your* sole use then we will insure the replacement or additional *vehicle* for its *market value* but otherwise on the same terms that apply to the *vehicle* shown on the *schedule*, but only if:

1. *you* tell *us* within 30 days after buying the replacement or additional *vehicle* with full details; and
2. *you* pay any extra *premium* which we may require; and
3. the *vehicle* purchased is valued at no more than \$75,000.

3. Vehicle Servicing and Emergency

If there are any driver restrictions on this policy we will not apply them when *your vehicle* is being driven:

- a. by a member of the motor trade who is professionally engaged in the overhaul, upkeep or repair of the *vehicle*; or
- b. to a medical facility in the event of a medical emergency.

4. Goods and Services Tax - GST.

Provided the GST is recoverable by *us*, the sum insured under this policy is exclusive of GST. This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All limits amounts or excesses shown are GST inclusive.

The following additional benefits apply only where *your vehicle* is insured comprehensively:

5. Vehicle Parts and Accessories

If *you* have motor *vehicle accessories* or spare parts that are not fitted to the *vehicle* and they are stored at *your* home, we will pay up to \$1,000 for any one event after deducting the standard excess, for loss or damage by fire and theft.

If *you* have motor and contents insurance with *us*, *you* can only claim this benefit under one policy.

6. Cleaning - Valet Costs

Where *your vehicle* is broken into and damage occurs to the inside of the *vehicle*, and *you* have not made a claim under any other part of this policy, we will cover the cost of cleaning and valeting *your vehicle* to a maximum cost of \$250. We will not apply an excess and *your* no claim discount will not be affected.

7. Keys and Locks

Where any key giving access to *your vehicle* is stolen or believed on reasonable grounds to have been duplicated without proper authority, this policy extends to include the costs reasonably incurred in altering or replacing locks or replacing their keys. Any payment will be limited to \$1,000 for any one event.

8. Trailers

We will cover any trailer owned, hired or leased by *you* but excluding:

- a. caravans or boat, horse or camper trailers;
- b. the contents of any trailer;
- c. trailers which are insured by another policy; or
- d. trailers which cannot be drawn by *your vehicle*.

We will pay up to \$1,000 for any one event. An excess of \$100 applies to each and every claim.

9. Emergency Costs

If *you* have an *accident* for which there is a valid claim under this policy, we will pay the reasonable costs of:

1. having *your vehicle* removed to the nearest repairer or place of safety;
2. essential repairs so *you* can get the *vehicle* to *your* destination or a repairer;
3. returning *your vehicle* to *your* home following its repair, or if it was stolen, following its recovery.

We will also pay the reasonable costs of accommodating and transporting *you* and *your* passengers to *your* home if *your vehicle* cannot be driven, to a maximum of \$500.



10. New Car Option

If the cost of repairing *your vehicle* is greater than 60% of its *market value*, or it is stolen and not recovered, and it is less than one year old and it has travelled less than 15,000 kilometres, we will, at *your* option, replace it with a new *vehicle* of the same make, model and specification if it is available in New Zealand.

11. Premium Credit

Where *your vehicle* is treated as a total loss and we insure *your* replacement *vehicle*, we will credit the unused *premium* towards insurance on the replacement. This is provided that:

1. the person in control of *your vehicle* was completely free of blame; and
2. the identity of the other party who caused the damage is established.

12. Personal Injury

If *you*, *your* spouse or any other family members suffer bodily injury by violent *accidental* external and visible means in direct connection with *your vehicle*, while restrained (as and when legally required):

1. We will pay the following amounts (up to a maximum of \$5,000 per person and \$15,000 any one event) arising out of any event, provided such injury is the sole cause of any of the following within three calendar months of injury:
 - a. death \$5,000;
 - b. total and irrecoverable loss of the sight of an eye \$2,500;
 - c. total and irrecoverable loss of the sight of both eyes \$5,000;
 - d. total and permanent loss of the use of one hand or one foot \$2,500, and
 - e. total and permanent loss of the use of both hands or both feet or of one hand together with one foot \$5,000; and
2. We will pay medical expenses incurred in connection with such injury up to the sum of \$200 per person per event.

But we will not pay:

- a. where death or bodily injury was caused by suicide or attempted suicide;
- b. if the insured named in the *schedule* is not an individual;
- c. under more than one motor *vehicle* insurance policy held with *us*; or
- d. where *your vehicle* is a motorcycle, caravan or trailer or where cover is third party only or third party fire and theft.

The following additional benefits apply only where *your vehicle* is a caravan:

13. New Caravan Option

If the cost of repairing *your* caravan is greater than 60% of its *market value*, it is less than three years old and adequately reflects its *market value*, we will at *your* option, replace it with a new caravan of the same make, model and specification if it is available in New Zealand.

14. Personal Effects, Clothing and Domestic Utensils

We will also pay for *accidental* loss or damage to personal effects, clothing and domestic utensils in the caravan, that belong to *you* or a member of *your* family that live with *you*. The maximum amount payable will be \$1,000.

Optional additional benefits

Only available where *your vehicle* is insured comprehensively.

15. Hire Vehicle Extension

If *you* have paid for this extension and it is shown on the *schedule*, and *your vehicle* is damaged in an *accident* (not including windscreen damage), we will arrange access to a hire vehicle for *you*:

- a. while *your vehicle* is being repaired; or
- b. if *your vehicle* is a total loss, until *you* receive payment or 3 days after we send payment, whichever is earlier.

You must pay *our* hire vehicle provider 1/3 of the daily hire amount as well as the full amount of any



deposit, and for fuel and extras. We will pay 2/3 of the daily hire amount for a maximum period of 14 days.

If *your vehicle* is stolen we will arrange access to a hire vehicle for *you*. The hire vehicle is available for 14 days or until *your vehicle* is recovered in a roadworthy condition, whichever occurs first. *You* must pay *our* hire vehicle provider 1/3 of the daily hire amount as well as the full amount of any deposit, and for fuel and extras. We will pay 2/3 of the daily hire amount for a maximum period of 14 days.

16. Windscreen Extension

If *you* have paid for this option and it is shown on the *schedule* against a particular motor *vehicle*, claims for breakage of windscreens, sun-roofs, windows, headlights and headlight protectors or tail lights sustained without other damage to *your vehicle* will be free of excess and will not affect *your* no claim discount.

Exclusions

We will not pay for:

1. Any excess

You must contribute the amount(s) shown on the *schedule* under the heading "**Excesses**" as the first amount of any claim. There are various excesses that may show on the *schedule*. These are:

Standard excess

This excess applies to each and every claim.

Imposed excess

Any *vehicle* noted on the *schedule* under "Imposed Excess" is subject to the additional excess shown on the *schedule*.

International excess

Any drivers of *your vehicle* who do not hold a New Zealand licence but do hold an International licence at the time of the loss are subject to the additional excess shown on the *schedule*.

Unnamed Driver excess

Where *you* have received a *premium* discount for restricting drivers to those named on the *schedule*

any unnamed drivers of *your vehicle* are subject to the additional excess shown on the *schedule*.

Voluntary excess

Where *you* have received a *premium* discount for voluntarily increasing *your* standard excess, the voluntary excess shown on the *schedule* is additional to the standard excess.

New Driver excess

Any drivers of *your vehicle* over the age of 25 who have not held a New Zealand drivers licence for more than 12 months at the time of the loss are subject to the additional excess shown on the *schedule*.

Underage excess

Any drivers of *your vehicle* who are under the age of 25 at the time of the loss, are subject to the additional excess shown on the *schedule*.

Special excess

Any drivers of *your vehicle* who are noted on the *schedule* under "Special Excess" are subject to the additional excess shown on the *schedule*.

All excesses are cumulative.

Where a single event causes loss or damage to property or items insured by *you* with *us* under more than one insurance policy, only one policy excess shall apply. The amount of the excess shall be the highest excess that *we* could apply under any of the policies affected.

Where *you* suffer a total loss and *you* have been paying *your premium* to *us* by instalment the standard excess shown on the *schedule* will be increased to include:

- i. the difference between the amount *you* have paid and the amount of *premium* *you* would have paid if *you* had instead elected to pay *your premium* annually; and
- ii. the total value of the instalment fees for all of the *premium* instalments.

Your excess for a motor *vehicle* claim will be refunded if *we* are satisfied that the driver of *your vehicle* was completely free of blame and the person at fault is identified. However this will



not include the increased portion of the standard excess in the case of total losses where the *premium* has been paid by instalment as referred to above.

2. we will not pay for:

- a. loss of use or consequential loss, depreciation, wear and tear, corrosion, existing defects or damage;
- b. breakdown, failure or breakage of:
 - i. any component or *accessory*; or
 - ii. the engine transmission, mechanical, electrical or electronic systems; or
 - iii. any *loss* which their failure may cause to the rest of these systems;
- c. loss or damage to *your vehicle* (including damage to the engine or fuel system in *your vehicle*) caused by the incorrect type of fuel being used;
- d. damage to tyres by application of brakes or by punctures, cuts or bursts, or bursting unless the *vehicle* suffers other loss or damage in an *accident*, or the damage is deliberate and is caused by a person not insured by this policy;
- e. damage to any caravan which has been unoccupied or unattended for more than 30 days unless it is in a supervised caravan park;
- f. any amounts which are recovered (including by the victim of an offence) under the provisions of the *Accident Compensation Act 2001* (or any replacement *Act*) and any subsequent amendments or which would be recovered but for:
 - i. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the *Act*, or to claim any amount he or she would be entitled to under the *Act* for any other reason whatsoever; or
 - ii. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

However, nothing in this exclusion affects any rights to payment under the Personal Injury Additional Benefit.

g. any loss, damage, cost or liability arising from:

- i. any criminal activity carried out at, or involving, any property insured under this policy unless *you* establish that *you* did not have reason to suspect that criminal activity was taking place;
- ii. any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by *you* or any other person entitled to cover under this policy.

3. losses when *your vehicle* is being:

- a. used other than in accordance with the description of use;
- b. used for hire or carrying of fare paying passengers;
- c. used anywhere for (or being tested in preparation for) racing of any kind, pacemaking, trials, tests, demonstrations, race track driver training, or race track vehicle handling lessons (or similar events) whether organised or not;
- d. driven on a racetrack whether sealed or not and whether in the presence of other vehicles or not.

4. losses when *your vehicle* is being used or driven by any person who:

- a. does not have a licence which is in full force and effect to drive *your vehicle* at the time and place of the *accident*; or
- b. is not complying with the conditions of his/ her licence; or
- c. is excluded from the policy cover.

5. losses when *your vehicle* is being used or driven by any person who:

- a. at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor or a drug or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law.



If *your vehicle* is being used or driven by a person who at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor, cover will still apply if *you* can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law.

It will be assumed that the proportion of alcohol in the blood or breath at the time of the *accident* was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the *accident*.

- b. following an *accident* giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the *accident* when it is an offence to do so.

6. losses that arise from *your vehicle* being in an unsafe or damaged condition:

unless *you* can prove that such condition did not cause or contribute to the *loss* or damage. Cover will still apply if *you* can prove that *you* and the driver were unaware of such condition and had taken all reasonable steps to maintain *your vehicle* in a safe condition.

7. loss, destruction, damage or liability directly or indirectly caused by:

- a. war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), civil war, rebellion, resolution, insurrection, military or usurped power or confiscation, destruction or acquisition by government or local authorities;
- b. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
- c. any act of terrorism including but not limited to where that loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive, or nuclear:
 - pollution,

- contamination, or
- explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/ or to put the public or any section of the public in fear.

Policy conditions

These conditions give *you* information about *your* and *our* obligations arising from this policy.

1. Assignment

You must not assign or attempt to assign this policy or *your* interest in this policy to any other person or party without *our* written consent.

2. Breach of Policy Terms and Conditions

No claim shall be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. However, nothing in this policy affects the common law rights of either party, including the right to avoid the policy for non-disclosure.

3. Cancellation

We may cancel this policy at any time by sending a letter to this effect to *you* at *your* last known postal address. The cancellation will take effect at 4.00 pm on the 7th day after the letter has been sent. *We* will refund the unused part of *your* paid *premium*. *You* may cancel this policy by giving written notice to *us*. *We* will refund the unused part of *your* paid *premium* provided that *you* have not made a claim.

4. Care of Motor Vehicle

You must take all reasonable steps to prevent loss or damage and maintain *your vehicle* in good repair. *We* shall always have the right to examine *your vehicle*.

5. Claims

- a. On the happening of any event that may give rise to a claim under this policy *you* must:



- i. immediately notify *us* of such event;
 - ii. take all reasonable steps to minimise the extent of loss or damage;
 - iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;
 - iv. obtain *our* consent before proceeding with repairs (other than for replacement or repair of window glass);
 - v. make *your vehicle* available for inspection by *us*;
 - vi. provide all proofs, information and other evidence; and otherwise give all possible assistance that *we* may require; and
 - vii. in the case of loss by theft burglary or vandalism advise the Police immediately.
- b. *You* shall not without *our* written consent incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim.
 - c. *We* will be entitled at *our* expense and in *your* name to take any proceedings necessary to obtain relief from any other party, and to take over and conduct the defence and settlement of any claim against *you* for *damages* or under the Forest and Rural Fires Act 1977. *You* must provide all reasonable assistance and co-operation.
 - d. If *we* pay the *market value* then the cover is finished and no *premium* is refundable. *We* may keep whatever is left or recovered of the *vehicle*.

6. Correctness of Statements and Fraud

The proposal, application, or declaration form is the basis of this contract.

All statements made or information given by *you* or on *your* behalf:

- in any proposal, application, or declaration (whether *you* have provided these statements or information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form, or provided information to *us* by telephone);
- in support of this policy; or
- in support of any claim; must be complete and correct in all respects.

If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to *us*, or the statement or fraudulent claim was made to *us*. *We* may also cancel any other policy *you* have with *us*.

7. Duty of Disclosure/Change of Circumstances

You must tell *us* everything that may be relevant to *our* decision to issue, renew or alter the policy and *you* must tell *us* of any changes to any circumstances relevant to this policy as soon as *you* know about them.

8. Instalment Premiums

Where *we* have agreed to accept payment of *premium* by instalments all benefits under this policy will be forfeited from the date the first unpaid instalment was due, and *your* policy will be automatically cancelled if any *premium* instalment/s remains unpaid for 28 days.

To ensure that *you* have an opportunity to maintain cover in the event that an instalment *premium* has not been made to *us*, *we* will attempt again to collect the outstanding *premium* instalment from *your* nominated bank account.

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due.

9. Joint Insureds

Where this policy is issued in joint names, then this policy is a joint policy. This means that if one of *you* does or fails to do anything so that there is no cover, there will be no cover for any of *you* not just the person responsible.

10. Jurisdiction

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.



11. Modifications

You must tell us of any modifications which have been made to the manufacturers standard specifications for your vehicle.

12. Other Insurance

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

13. Other Interests

If *your vehicle* is mortgaged or secured by any other financial agreement, *we* may make payment for any loss direct to the interested party. This will meet *our* obligations under this policy.

14. Reparation

If any person is ordered to pay *reparation* to anyone *we* insure under this policy for loss to any property that *we* have or will pay a claim under this policy for, then *you* must tell *us*. Any payments received must first reimburse *our* claims payment up to the amount of any *reparation* received.

Variations to the cover

This policy sets out the standard cover for *your vehicle*. The cover may be varied by one or more of the following clauses being applied. The *schedule* will indicate which clause if any apply and will note any other variations to the cover.

Sum Insured Limit

When this clause is noted on the *schedule* against a particular *vehicle*, the maximum amount payable will be the lesser of *market value* and the sum insured shown on the *schedule*.

Named Driver Warranty

When this clause is noted on the *schedule* against a particular *vehicle*, the amount shown as the unnamed driver excess on the *schedule* will apply as an excess if *your vehicle* is being driven by any person other than those listed on the *schedule*.

Excluded Driver Warranty

When this clause is noted on the *schedule* against a particular *vehicle*, no cover will apply whilst the *vehicle* is being driven by those excluded drivers.

Compulsory Named Driver Warranty

When this clause is noted on the *schedule* against a particular *vehicle*, no cover will apply whilst the *vehicle* is being driven by any person other than those listed on the *schedule*.

Excluding Under 25 Year Old Drivers

When this clause is noted on the *schedule* against a particular *vehicle*, no cover will apply whilst the *vehicle* is being used or driven by any person under 25.