



Introduction

About this policy

Your policy consists of:

1. this policy wording, and
2. the **schedule**, and
3. the information **you** have provided in the **application** and any subsequent information **you** provide.

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. whether 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, **we** may treat **your** policy as being of no effect and to have 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 this policy **you** are welcome to change **your** mind, provided **you** tell **us** within 15 days of the date this policy started. **We** will treat **your** policy as being of no effect and to have never existed and refund in full any premium **you** have paid. This does not apply if **you** have made a claim on **your** policy.

Reading this policy

Some of the words in this policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'Definitions'.

To make it easy for **you** to understand this policy, **we** have included some examples or comments in *italics*. The words in italics do not affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy are designed to help **you** find **your** way around. They should not be used when interpreting this policy wording.

Our agreement

We have an agreement with **you**. **You** agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy wording.



Use of your vehicle

When cover applies:

This policy applies only when any **vehicle** is being **used** in New Zealand (including in transit between places in New Zealand) during the **period of cover** for any personal or business purposes not excluded below.

When cover does not apply:

This policy does not apply when any **vehicle** is being **used**:

1. in connection with the following occupations or businesses:
 - (a) salesperson or commission agent,
 - (b) insurance agent or insurance broker,
 - (c) land or real estate agent,
 - (d) stock or station agent,
 - (e) courier driver or delivery person,
2. in connection with the motor trade,
3. to carry fare-paying passengers, e.g. as a taxi (other than private, not-for-profit car-pooling) or for hire,
4. to carry any goods or samples in connection with any trade or business other than farming,
5. in any race, competitive trial or speed test,
6. on any race track, e.g. in driver training or track days,
7. to tow for financial gain or reward.

Type of cover that applies

Type of cover options:

The type of cover that **you** have is shown in the **schedule**.

Full cover

1. If the **schedule** shows: 'Type of cover: Full cover', then **you** are fully covered under:
 - (a) 'Section one – loss to your car', and
 - (b) 'Section one – automatic additional benefits', and
 - (c) 'Section two – your legal liability', and
 - (d) 'Section two – automatic additional benefits'.

Third party, fire and theft

2. If the **schedule** shows: 'Type of cover: Third party, fire & theft', then **you**:
 - (a) have limited cover under 'Section one – loss to your car'. It only covers sudden and **accidental loss** to the **car** caused by:
 - (i) fire, or
 - (ii) theft or attempted theft, or unlawful conversion, or
 - (iii) **natural disaster**, and
 - (b) are fully covered under the following 'Section one – automatic additional benefits':
 - (i) 'Electrical or electronic hardware or system', and
 - (ii) 'Methamphetamine contamination', and
 - (iii) 'Protection against uninsured drivers', and
 - (iv) 'Restricted and excluded drivers', and
 - (v) 'Road clearing costs', and
 - (vi) 'Towing costs', and
 - (vii) 'Transport costs', and
 - (c) are fully covered under 'Section two – your legal liability', and
 - (d) are fully covered under 'Section two – automatic additional benefits'.

Third party only

3. If the **schedule** shows: 'Type of cover: Third party only', then **you**:
 - (a) have no cover under 'Section one – loss to your car', and
 - (b) are fully covered under the following 'Section one – automatic additional benefits':
 - (i) 'Protection against uninsured drivers', and
 - (ii) 'Restricted and excluded drivers', and
 - (iii) 'Road clearing costs', and
 - (c) are fully covered under 'Section two – your legal liability', and
 - (d) are fully covered under 'Section two – automatic additional benefits'.

Section one – loss to your car

What you are covered for:

You are covered for sudden and **accidental loss** to the **car** that occurs during the **period of cover** in New Zealand (including in transit between places in New Zealand).

What you are not covered for:

Types of loss not covered

You are not covered for:

1. depreciation, or
2. wear and tear, rust or corrosion, or
3. loss of use, or
4. gradual deterioration, or
5. consequential loss, unless provided for under an additional benefit.
For example, you are not covered for any loss in value of the vehicle following an accident.

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 damage to the **car** where it results 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 under the 'Electrical or electronic hardware or system' automatic additional benefit.

Tyres

You are not covered for:

1. damage to tyres caused by braking, or
2. punctures, cuts or bursts to **your** tyres.

However, this exclusion does not apply to punctures, cuts or bursts that result in or from:

- (a) fire, or
- (b) collision, or
- (c) overturning, or
- (d) malicious damage, or
- (e) theft or illegal conversion, or
- (f) **natural disaster**.

IMPORTANT: Please also read 'Policy exclusions that apply to all parts of this policy'.

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 basically the same condition as it was in before the **loss** occurred, or
2. pay **you** the cost of repairs as estimated by **our** assessor.

Wheels and tyres

If any wheel or tyre fitted to the **car** suffers **loss** covered under this policy and a new wheel or tyre is fitted, **we** may ask **you** to make an appropriate contribution towards this cost.

Total loss

If **we** consider the **car** is a **total loss**, **we** will at **our** option:

1. pay **you** the **market value** up to the **sum insured** shown in the **schedule**, or
2. replace the **car** with a new vehicle of the same model and specification, provided:
 - (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 will give **you** a quality guarantee on all repairs to the **car** undertaken through **our** Approved Repairer Network following **loss** covered under this policy, while **you** own the **car**.

Section one – automatic additional benefits

These benefits are subject to the terms of this policy, except where the terms are varied in the benefit. The amounts shown in these benefits are included in the **sum insured**, unless expressly stated that it is an additional payment.

Accidental death and permanent disablement

If **you, your partner** or any member of **your family** suffers **injury** as a result of **loss** covered under this policy during the **period of cover**, **we** will pay the amounts below if **you** or they suffer any or a combination of the events below within 90 days from the date of the **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, your partner** or any member of **your family** suffers from a combination of Events 2., 3. or 4., the amount payable under each Event will be cumulative to a maximum of \$10,000 during the **period of cover**.

This is in addition to any other payment under this policy.

If **you** have cover for Event 1. under any other policy with **us**, the most **we** will pay under all policies in total is \$10,000.

This benefit also provides cover for **you, your partner** or any member of **your family** 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 the reasonable cost of accommodation for **you, your passengers** and domestic pets in the **car**, if this is required due to the **car** not being able to be driven following **loss** covered under this policy.

The most **we** will pay for any **event** is \$750.

This is in addition to any other payment under this policy.

Alternative transport

We will contribute towards the reasonable hire costs incurred if **you** require a rental vehicle following **loss** covered under this policy while the **car** is:

1. being repaired, or
2. not fit to drive until it is repaired, or
3. 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 or until **we** settle **your** claim, whichever is the earlier.

The rental vehicle will be a passenger vehicle up to 2000cc.

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

Contents of the caravan

If the **car** shown in the **schedule** is a caravan, this policy is extended to cover any:

1. fixture, fitting or furnishing that would normally be expected to be sold with the caravan, and
2. utensils, supplies, appliances and personal effects in the caravan belonging to **you, your partner** or any member of **your family**.

We can choose to either pay the cost of repairing the item as nearly as possible to the same condition it was in immediately before the **loss** occurred, where in **our** opinion it is economical to do so, or pay **you** its **present value**.

Electrical or electronic hardware or system

Where any electrical or electronic hardware component or system (excluding **electronic data**) of the **car** has suffered **loss** covered under this policy, **we** will pay the necessary and reasonable cost of restoring, re-setting or re-programming:

1. software, programs and other coded instructions to restore manufacturer's settings, and
2. where work is required on any hardware component or system as part of repairing **loss** to other parts of the **car**.

We will not pay any cost or expense incurred for any data stored on any hardware component or system (this includes data affected as part of any repair to the **car**).

Excess and no claims discount protection

If the **car** suffers **loss** covered under this policy caused by a driver of another vehicle, **you** will not have to pay an **excess** and **your** no claims discount will not be affected, provided **you** give **us**:

1. enough information to establish that the driver of the other vehicle was completely at fault, and
2. the correct registration number of the other vehicle or information **we** need to positively identify the driver (including name and address), and
3. reasonable help to recover costs incurred through **your** claim.

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 their locks.

For a claim of \$1,000 or less a \$100 **excess** applies, otherwise the policy **excess** applies.

Your no claims discount will not be affected.

Medical expenses

We will pay the reasonable costs of medical, surgical, therapeutic, dental and nursing treatment (including x-rays) for **you** or **your** passengers in the **car** following **injury** as a result of **loss** covered under this policy.

The most **we** will pay for any **event** is \$500.

This is in addition to any other payment under this policy.

We will not pay any expenses that can be claimed from any other source.

Methamphetamine contamination

This policy is extended to cover **contamination damage** to the **car**, provided such **contamination damage** occurred in connection with the theft or illegal conversion of the **car** during the **period of cover**.

There is no cover for any **contamination damage** that is caused or contributed to, directly or indirectly, by or in connection with **you** or **your partner**, or any member of **your** or their family (including the theft or illegal conversion by any of them).

For the purposes of this exclusion, **you** includes any trustee or beneficiary of the trust if the **car** is owned by the trust, or any director or shareholder of the company if the **car** is owned by the company.

We will at **our** option:

1. arrange to **remediate** the **car**, or
2. pay **you** the reasonable cost to **remediate** the **car** as estimated by **our** assessor.

The most **we** will pay for any **event** is the **sum insured**.

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

Protection against uninsured drivers

If the **schedule** shows that **you** have 'Third party, fire & theft' cover or 'Third party only' cover, then this policy is extended to cover sudden and **accidental loss** to the **car** during the **period of cover** caused by an uninsured driver of another vehicle.

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

1. arrange to repair the **car** to basically 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 **we** consider the **car** is a **total loss** **we** will pay **you** its **market value**, provided **you** give **us**:

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

The most **we** will pay for any **event** is \$3,000.

You will not have to pay an **excess** and **your** no claims discount will not be affected.

Replacement vehicle

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

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

Restricted and excluded drivers

If the **schedule** shows that only specified drivers are covered and/or drivers under 25 years of age are excluded, **we** will not apply these restrictions to any claim that would otherwise be payable under 'Section one – loss to your car', 'Section two – your legal liability' or 'Section two – automatic additional benefits' of this policy for **loss** caused by or arising from:

1. fire, or
2. theft, or
3. the **car** being driven or **used** by a person:
 - (a) who is a member or employee of the motor trade in connection with the repair or servicing of the **car**, or
 - (b) providing a 'Dial a driver' or similar commercial service to **you** or anyone else covered under this policy, or
 - (c) providing a valet parking service to **you** or anyone else covered under this policy, or
 - (d) in the course of a medical emergency.

Road clearing costs

We will pay the reasonable cost of removing debris from any road or adjacent area, following **loss** covered under this policy. This is in addition to any other payment under this policy.

Temporary repairs

We will pay the reasonable cost of temporary repairs to the **car** needed to make it roadworthy, to enable **you** to get to **your** destination or to a repairer following **loss** covered under this policy. This is in addition to any other payment under this policy.

Towing costs

We will pay the necessary and reasonable towing and rescue costs to move the **car** to the nearest repairer or place of security if the **car** cannot be driven following **loss** covered under this policy. This is in addition to any other payment under this policy.

Trailer cover

This policy is extended to cover sudden and **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 \$2,500.

This is in addition to any other payment under this policy.

A \$100 **excess** applies.

Your no claims discount will not be affected.

Transport costs

We will pay the reasonable costs of:

1. transport for **you**, **your** 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** cannot be driven following **loss** covered under this policy.

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

This is in addition to any other payment under this policy.

Windows

Where a claim is only for sudden and **accidental loss** to windscreens, windows, sun-roofs, headlight protectors or driving lights of the **car**, **you** will not have to pay an **excess** and **your** no claims discount will not be affected.

Section two – your legal liability

What you are covered for:

Your legal liability

You are covered for:

1. **your** legal liability and defence costs, caused by **your use** of a **vehicle** in New Zealand (including in transit between places in New Zealand) that occurs during the **period of cover**, arising from:
 - (a) **accidental loss** to someone else's property (including loss of use), or
 - (b) **bodily injury** to someone else.
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**.

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 in transit between places in New Zealand), provided:

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

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

- (a) a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or
- (b) the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- (c) 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 clause 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 another person caused by or through or in connection with their **use** of the **car**, occurring during the **period of cover**, in the same manner as **we** cover **you**, provided:

1. such **use** has **your** permission, and
2. their liability is not covered under any other insurance, and
3. they meet the terms of this policy.

Vicarious liability

This policy is extended to cover **your** employer's vicarious liability while the **car** is being **used** for the business of **your** employer by **you**, or by another employee who has **your** permission, provided:

1. the liability is not covered under any other insurance, and
2. they meet the terms of this policy, and
3. the **use** of the **car** meets the terms of this policy.

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:

You are not covered for:

1. liability for **loss** to any property:
 - (a) owned by or in the care of **you** or anyone **we** cover under this policy, other than for:
 - (i) a disabled vehicle being towed without charge by any **vehicle**, or
 - (ii) personal effects being carried by and belonging to any passenger in any **vehicle**, or
 - (b) being carried by or loaded into or unloaded from any **vehicle** or a caravan or **trailer** attached to any **vehicle**, other than specified under (a) (ii) above.
2. liability connected in any way with any contract or agreement, unless **you** would have been liable even without the contract or agreement.
3. any fine, penalty, or punitive or exemplary damages.
4. legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any regulations, rules or bylaws made under any Act of Parliament.
5. liability connected in any way with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the **period of cover** and is caused by a sudden and **accidental event** that occurs during the **period of cover**.

IMPORTANT: Please also read 'Policy exclusions that apply to all parts of this policy'.

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 legal costs and expenses incurred with **our** approval, and
3. costs awarded against **you** by a court.

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

This is in addition to any other payment under this policy.

Amount payable for bodily injury

We will pay for:

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

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

This is in addition to any other payment under this policy.

Amount payable for a claim for bodily injury and property damage

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

This is in addition to any other payment under this policy.

Settlement of any claim

We may pay the full amount under this part of this 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 this policy.

Section two – automatic additional benefits

These benefits are subject to the terms of this policy, except where the terms are varied in the benefit.

Manslaughter defence costs

We will pay:

1. legal defence costs and expenses 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:

- (a) **you** or **your partner** driving the **car**, or
- (b) any member of **your family** driving the **car** with **your** permission, or
- (c) **you** or **your partner** driving a **vehicle** that **you** or **your partner** do not own and are not purchasing, provided **you** or **your partner** has the owner's permission to drive the **vehicle**,

during the **period of cover**.

'Section two – your legal liability' 'What you are not covered for' – clause 4 (defence costs) does not apply to this benefit.

The most **we** will pay during the **period of cover** is \$10,000.

You will not have to pay an **excess**.

Towing

We will cover **you** while the **car** is being **used** for towing, provided 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

You are not covered if the driver of, 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).

However, 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 any loss, damage, cost, expense, prosecution or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control **loss** that would otherwise have been covered under this policy.

Electronic data and programs

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever, including, but not limited to, a **computer virus**. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion does not apply to:

1. physical damage to other covered property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded, and
2. loss covered under the 'Electrical or electronic hardware or system' or 'Keys and locks' automatic additional benefits.

Excess

For each **incident** the relevant **excess** will be deducted from the amount of **your** claim, unless stated otherwise under an additional benefit.

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

The **excess** is deducted after any policy limits have been applied.

For example, if a limit of \$1,000 applies and an excess of \$400 is payable by you, the amount we will pay is \$600.

Intentional or reckless acts

You are not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by **you** or anyone else covered under this policy.

Modified vehicle

You are not covered 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

You are not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - (a) any nuclear fuel, or
 - (b) any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

Other use of your vehicle

You are not covered for any loss, damage, cost, expense, prosecution or liability where the **vehicle** or anything attached to the **vehicle** is not being **used** in accordance with the description in 'Use of your vehicle'.

Sanctions

You are not covered for any loss, damage, cost, expense, prosecution or liability to the extent that the provision of such cover or the payment of such claim would contravene any:

1. sanction, prohibition or restriction under any United Nations resolution, or
2. trade or economic sanctions, laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America or the European Union.

Terrorism

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Unlawful substances

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975. However, this exclusion does not apply to **loss** covered under the 'Methamphetamine contamination' automatic additional benefit.

Unlicensed drivers

You are not covered 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.

However, 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.

Unsafe or unroadworthy

You are not covered if the **vehicle** is being **used** in an unsafe or unroadworthy condition, and:

1. the condition of the **vehicle** contributed to **loss** or liability, and
2. the driver should have been aware of that condition and that the condition could result in damage to the **vehicle**.

War

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

How to claim

What you must do

If anything occurs that may lead to a claim under this policy, **you** must:

1. do what **you** can to take care of the **car** and to prevent any further loss, damage, cost, expense, prosecution 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 are started, 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 the Insurance Claims Register Limited, and
8. not destroy or dispose of anything that is or could be part of a claim, and
9. 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 policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery, or
4. 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.

Actions we may take

We may take action in **your** name to:

1. negotiate, defend or settle any claim against **you** that is covered under this policy, and
2. recover from any other person anything covered under this policy.

You must assist **us** with these actions. **We** will be responsible for the reasonable legal costs of these actions.

Policy conditions

Breach of any condition

If:

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

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- (a) decline **your** claim either in whole or in part,
- (b) decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- (c) declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including, but not limited to, when:

1. this insurance is **applied** for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

Cancellation

By you

You may cancel this policy at any time by notifying **us** or NZPA. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of cover**. **You** must pay any outstanding premium for the used portion of the **period of cover**.

By us

We may cancel this policy at any time by giving **you** or NZPA notice in writing or by electronic means at **your** or NZPA's last known address. Unless otherwise specified in this policy, cancellation will take effect from 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**.

Automatically

This policy will be automatically cancelled if **you** do not pay the premium. Cancellation under this clause will be effective from the date to which the policy was paid up to.

Change of terms

We may change the terms of this policy (including the **excess**) at any time by giving **you** or NZPA notice in writing or by electronic means at **your** or NZPA's last known address. Unless otherwise specified in this policy, the change in terms will take effect from the 30th day after the date of the notice.

Changes in circumstances

You must tell **us** or NZPA immediately if, after **we** have accepted **your application** for this policy, there are any:

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

We may change the terms of this policy in response to any material change in circumstances **you** or anyone else advises to **us**.

The change in terms will be effective from the date of the change in circumstances.

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 covered' refers to both: (a) the actual property or liabilities covered (known as physical hazard), and (b) you or other persons covered under this policy (known as moral hazard).

Currency

Any amounts shown in this policy and in the **schedule** are in New Zealand dollars.

Goods and Services Tax (GST)

Any amounts shown in this policy and in the **schedule** include GST.

Governing law and jurisdiction

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

Joint insurance

If this policy covers more than one person, then all persons are jointly covered.

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

Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

Other insurance

You must tell **us** if the **car** is or becomes covered under any other insurance. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy.

We will not contribute towards any claim under any other insurance policy. However, this condition does not apply to the 'Accidental death and permanent disablement' automatic additional benefit.

Other parties with a financial interest

If **we** know of any financial interest over the **car**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest under this policy is not covered and does not have rights to 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.

Salvage

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

Total loss

If **we** have paid **your** claim for a **car** that is a **total loss**:

1. this policy is automatically cancelled, and
2. the **car** will become **our** property, and
3. **we** will credit any unused premium towards insurance arranged with **us** on a replacement car.
If **you** do not arrange insurance for a replacement car with **us**, **we** will not refund any premium.

Definitions

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

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

accessory

a part of the **car** that is fitted to it, usually fitted to it or permanently stored in it that is not directly related to its function as a vehicle, including, but not limited to, any:

- audio, multimedia, communication or navigation equipment, and
- roof racks, and
- child car seats, and
- tools and breakdown equipment permanently kept with the **car** and purchased to repair the **car**, and
- first aid kit, torch, fire extinguisher and map, and
- car seat covers or floor mats.

It does not include any mobile phone, laptop computer or tablet computer.

accidental

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

act of terrorism

an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or disrupt an electronic system.

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'.

contamination damage

loss caused by **methamphetamine** contamination that exceeds the **contamination level**.

contamination level

the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.

electronic data

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.

event

any one event or series of events arising from one source or original cause.

excess

the first amount of the claim that **you** must pay, which is shown in either the **schedule** or in this policy wording.

family

any member of **your** family who permanently resides with **you**.

incident

something that occurs at a particular point in time, at a particular place and in a particular way.

injury

a bodily injury caused solely and directly by violent, accidental, external and visible means.

loss

physical loss or physical damage.

market value

the reasonable cost of replacing the **car** with one of the same make, model, year, specification and condition at the time of the **loss**.

methamphetamine

the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any precursor chemicals and by-products.

modification

any change to the **car** that is different to the manufacturer's original specification or recommendations.

Examples include:

- changes to the engine, steering, performance, suspension, chassis, or
- body kits, paintwork, interior modifications, or
- tyres or wheels of the car, or
- a changed sound system valued at over \$1,000.

We do not consider a conversion of the **car** to run on CNG, LPG or Bio Gas to be a modification, provided the **car** has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.

natural disaster

an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the Earthquake Commission Act 1993 or any Act in substitution of that Act.

partner

your husband or wife or person with whom **you** are living in the nature of a marriage.

period of cover

the Period of Cover shown in the **schedule**.

present value

the estimated reasonable cost to replace an item with an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.

remediate

to reduce the level of **methamphetamine** contamination to below the **contamination level**.

Please note – the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination and will not restore the car to its condition when it was new.

reparation

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.

schedule

the latest version of the Schedule **we** issued to **you** for this policy.

sum insured

the Sum Insured shown in the **schedule**.

total loss

the **car** is:

- uneconomic or unsafe to repair, or **remediate**, or
- stolen and not recovered.

trailer

any general use trailer:

- owned by **you** or in **your** care, and
- that is not covered under any other insurance, and
- **used** in accordance with 'Use of your vehicle'.

It does not include:

- a caravan, boat trailer, camper trailer or horse float, or
- the contents, equipment or accessories of any trailer.

use

includes the driving, parking, garaging or storing of the **car** or **trailer**.

vehicle

- the **car** or **trailer** when being **used** by **you** or anyone else with **your** permission, and
- any other motorcar that is not owned by **you**, being **used** by **you** provided **you** have the owner's permission to **use** it and the liability is not covered under any other insurance.

we, us, our

NZI, a business division of IAG New Zealand Limited.

you

the person(s) or entity shown as the Insured in the **schedule**.