



Autosurance

MOTOR VEHICLE INSURANCE

POLICY WORDING

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INTRODUCTION

WELCOME

This is your AUTOSURANCE policy wording. For your peace of mind it is important you read and understand your policy. It is written in plain English so you know what it does cover and what it does not. If there is anything you do not understand in your policy, please ask us to explain it to your satisfaction.

If you are not satisfied with this policy, please refer to Part A3.

PART A: GENERAL INFORMATION *THIS APPLIES TO ALL PARTS OF THIS POLICY*

A1: READING THIS POLICY

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean in Part J: DEFINITIONS (on page 14).

INFORMATION PANELS

Shaded panels like this give extra information. They are part of the policy wording.

A2: OUR AGREEMENT

In return for **you** paying the premium, **we** will provide the insurance cover described in this policy wording.

Each of these is part of the policy:

1. the application;
2. this policy wording;
3. the **schedule**;
4. any other written notice **you** give **us**.

All statements made when applying for insurance must be true and correct and meet the legal duty of disclosure.

A3: 14 DAY REVIEW PERIOD

Please read the policy carefully. If **you** are not satisfied with it and **you** tell **us** in writing within 14 days of the date cover starts, you can cancel the policy if no claim is made. If **you** choose to do this, **we** will return any premium **you** have paid.

A4: DUTY OF DISCLOSURE – WHAT WE MUST BE TOLD

WHEN YOU APPLY FOR INSURANCE OR RENEW IT

When **you** apply for insurance **you** have a legal duty of disclosure. This means **you** must tell us everything **you** know (or could reasonably be expected to know) which would influence the decision of a prudent underwriter:

1. whether to give **you** insurance; and
2. if insurance is given, what terms will apply and how much it will cost.

You also have this duty each time **your** policy renews, and when **you** make any change to it.

If **you** fail to tell **us** everything **we** need to know, the law says that this policy never existed, and **we** return any premium **you** have paid.

If **you** are not sure whether **you** need to disclose a particular fact, please ask **us**.

WHILE INSURANCE IS IN FORCE

While this policy continues **we** must be told as soon as **you** know about any of these:

1. any change to **your vehicle** which substantially increases its **market value**;
2. anyone becomes a new regular driver of **your vehicle**;
3. any regular driver is charged with, or convicted of, any criminal offence or traffic offence;
4. any change of residential address by **you** or the person who uses **your vehicle** the most.

If **we** are told about a change, **we** can alter the premium or the terms of this policy (or both) immediately. If **we** are not told, **we** have the option to either decline any claim made after the change, or to void this policy from the date of the change.

PART B: YOUR VEHICLE, ITS DRIVERS, AND ITS USE THIS APPLIES TO ALL PARTS OF THIS POLICY

B1: WHERE WE PROVIDE COVER

This policy covers events which happen anywhere in New Zealand. This includes transport between places in New Zealand.

TRANSPORTING YOUR VEHICLE

When **your vehicle** is transported by sea between places in New Zealand, this policy will meet the cost of General Average and Salvage Charges payable by **you** according to Foreign Statement or to York-Antwerp rules in accordance with the contract with the carrier or Rules and Regulations and Acts which govern the carrier.

B2: THE VEHICLE WE COVER

WHAT IS COVERED

Your vehicle, which includes any of these while in it or on it, or being used in connection with it:

1. equipment supplied and fitted by the manufacturer;
2. fitted air conditioning, bull bar, towing or child restraint equipment;
3. other fitted equipment, but not more than \$1500 for any item, set or pair;
4. tools and breakdown equipment supplied by the manufacturer which would normally stay with **your vehicle** when sold, but not more than \$500 in total;
5. any other item not fitted to it but used as an accessory, or used with an item of fitted equipment, but not more than \$300 in total, and only if not covered by any other insurance.

WHAT IS COVERED:

3. OTHER FITTED EQUIPMENT

This limit applies to equipment not factory fitted by the manufacturer when the vehicle is new, but added later. This can include an audio system, a radar detector, a roof rack or car seat covers.

4. TOOLS AND BREAKDOWN EQUIPMENT

This can include tool kit, jack, and wheel brace.

5. OTHER ITEMS

This can include a torch, map book, first aid kit, audio cassettes and compact discs.

WHAT IS NOT COVERED

1. Any vehicle modified from the manufacturer's original design or specifications.
2. Any vehicle which is not safe or not roadworthy, but only if it is reasonable to expect **you** to know about it.
3. Any vehicle which is part of any business stock or stock in trade.

WHAT IS NOT COVERED

1. MODIFIED VEHICLES

This includes changing or replacing any of these so that it is different from the manufacturer's original specification or recommendations: the engine, steering, suspension or wheels.

B3: THE DRIVER OF YOUR VEHICLE

WHEN THERE IS COVER

This policy provides cover if the driver is:

1. **you**; or
2. any person **you** allow to use **your vehicle**.

PEOPLE YOU ALLOW TO USE YOUR VEHICLE

If **you** allow another person to drive **your vehicle** this policy does not provide insurance unless that person meets all of the same conditions and obligations that **you** have to meet. This includes the duty of disclosure and the 'OTHER IMPORTANT DUTIES' explained in this policy.

WHEN THERE IS NO COVER

This policy does not provide any cover if the driver of **your vehicle**:

1. does not hold a current driver's licence to drive **your vehicle**, if a licence is required; or
2. is in breach of a condition of their driver's licence while driving **your vehicle**; or
3. a) is not one of the 'AUTHORISED DRIVERS' if **we** have made the policy subject to **our RESTRICTED DRIVERS WARRANTY**; or
b) is aged 24 years or under, and **you** have chosen the option 'EXCLUDE ALL UNDER 25 DRIVERS'
unless the driver is:
 - i) a person in the motor trade repairing or servicing **your vehicle**; or
 - ii) a person providing a 'Dial a Driver' or similar service to **you**; or
 - iii) a person providing a valet parking service to **you**.
4. is driving **your vehicle** while:
 - a) the proportion of alcohol in their blood or breath is higher than the law allows; or
 - b) under the influence of any other intoxicating substance or any drug; or
5. does not meet the legal obligation after an accident involving **your vehicle** to:
 - a) supply any sample or undergo any test; or
 - b) stop, or remain at the place of the accident.

CURRENT DRIVER'S LICENCE

This policy provides cover if the driver has a Learner Licence or a Restricted Licence, and complies with all the conditions when using **your vehicle**.

RESTRICTED DRIVERS WARRANTY

If the **schedule** shows that this applies, these rules take the place of '**When there is cover**':

This policy provides cover only if the driver is:

1. **you**; or
2. any of the 'Authorised Drivers' shown in the **schedule** who **you** allow to use **your vehicle**.

EXCLUDE ALL UNDER 25 DRIVERS

If the **schedule** shows that this applies, **you** have agreed that in exchange for a reduction in **your** premium there is no cover if the driver of **your vehicle** is aged 24 years or younger.

Theft or illegal conversion

This policy still covers **you** if the driver of **your vehicle** has stolen or illegally converted it, as long as **you** lay a complaint with the Police. The driver has no cover under this policy. **We** may take action against the driver to recover any claim which we pay to **you**.

B4: WHAT YOUR VEHICLE CAN BE USED FOR

WHAT IS COVERED

This policy provides cover when **your vehicle** is used for any of these:

1. any private purpose;
2. **your** business, profession or occupation, but not if it is listed under '**What is not covered**'.

What is covered:

PRIVATE PURPOSE

This includes travel to and from work or to transport **you**, or **your** family and friends, for social, domestic or pleasure purposes.

Your vehicle is covered if it is used for any of these below, if they do not generate income or revenue or make any profit:

1. voluntary work for any religious, welfare or community organisation;
2. a private car pooling or car sharing arrangement;
3. transport of children for school activities.

WHAT IS NOT COVERED

This policy does not provide any cover when **your vehicle** is used for any of these:

1. carrying goods or samples for any trade or business, except farming;
2. carrying any passenger for payment;
3. use by any person acting as any of these:
 - a) commission agent or company representative;
 - b) sales or service person;
 - c) stock and station agent;
 - d) insurance assessor, investigator, or loss adjuster, or in any similar capacity;
 - e) paid driving instructor, unless it is to teach **you** or a member of **your** immediate family;
 - f) motor trade employee or parking attendant, unless it is to service, repair or park **your vehicle**;
4. taking part in, or practising for, any race, time trial, rally, sprint, drag race, or any similar motor sport event;
5. taking part in, or practising for, any experiment, demonstration, stunt or test;
6. under a hire agreement, unless **you** are the driver.

PART C: INSURANCE COVER – YOUR VEHICLE

C1: COVER FOR YOUR VEHICLE

This part of the policy covers **accidental loss** to **your vehicle**.

If the **schedule** shows your TYPE OF COVER is '**third party fire and theft**' or '**third party only**', the cover under this part of the policy is limited to what is shown under C4 or C5.

WHAT IS COVERED

1. **Accidental loss** to **your vehicle** during the **period of insurance**.
2. If **your vehicle** is not fit to drive because of the **accidental loss**, the reasonable cost to transport it to the nearest repairer, or to any other place that **we** approve.

WHAT IS NOT COVERED

1. Wear and tear, corrosion or rust.
2. Depreciation.
3. Any of these:
 - a) the cost to repair or replace any part which fails or breaks down;
 - b) **loss** to any tyre or any tube by puncture, cut, bursting or the use of brakes;
 - c) the cost to reinstate, replace or repair any fire prevention equipment, passenger protection equipment or security equipment;unless as a result of any of the following events covered by this policy: malicious damage, theft or illegal conversion, fire damage, earthquake, volcanic eruption, collision damage or overturning of **your vehicle**.
4. Any cost or expense incurred because **your vehicle** is not available for use, unless it is shown under '**What is covered**'.

WHAT IS NOT COVERED

- 3 a) any part which fails or breaks down.

This includes any mechanical damage, electrical or electronic damage, or anything caused by leaking of, incorrect use of or inadequate amount of fuel, oil, coolant, or hydraulic fluid.

C2: OTHER COSTS COVERED BY 'FULL COVER' POLICIES

We also pay any of these if it is a direct result of any **accidental loss** to **your vehicle** which is covered by this policy.

ADDITIONAL ACCIDENT COSTS

1. The reasonable cost, up to \$500, to remove vehicle debris from the accident site if this is **your** responsibility.
2. The reasonable cost, up to \$500, to provide transport home or to the next immediate destination, or to provide overnight accommodation, for the driver and passengers and domestic pets travelling in **your vehicle** if it is not fit to drive, or is missing after being stolen.
3. The reasonable cost of alternative transport as explained below.

- The reasonable cost, up to \$500, to return **your vehicle** to **your** home address, or any other place **we** agree to, after it is repaired.

Additional Accident Costs:

3. ALTERNATIVE TRANSPORT

We arrange a hire vehicle through **our** approved supplier for up to 14 days while **your vehicle** is:

- being repaired, or is not fit to drive until it is repaired; or
- missing after being stolen.

If **your vehicle** is confirmed to be a **total loss you** must return the hire vehicle when **we** pay **you** or the owner.

The hire vehicle will be a passenger vehicle up to 1500cc which is the closest reasonable equivalent to **your vehicle** that **our** supplier has available.

You must contribute \$20 per day (paid to **our** supplier when the hire vehicle is obtained), and pay any bond or deposit, and for any fuel **you** use.

You do not have this cover if **your vehicle** is a motorcycle or a caravan or trailer or is used for accommodation.

MANSLAUGHTER

We pay the reasonable cost, up to \$1000, of professional legal advice or representation to defend any charge of manslaughter or driving causing death brought against **you**.

DEATH BENEFIT

We pay \$10,000 to **your** personal legal representative if **you** die within 90 days as a direct result of injuries sustained.

If the 'Insured' in the **schedule** is more than one individual, and more than one dies as a result of **one event**, this payment will be divided equally between them.

MANSLAUGHTER AND DEATH BENEFIT COVERS

You have these covers when **you** drive another vehicle with the owner's permission, if this use meets all the requirements that **you** would have to meet for this policy to cover an **accidental** event involving **your vehicle**.

You do not have these covers if the 'Insured' in the **schedule** is a company or business.

C3: EXTRA BENEFITS FOR 'FULL COVER' POLICIES

TRAILER COVER

We cover **accidental loss** during the **period of insurance** to any trailer which:

- you** own; or
- is in **your** care or control, and is not covered by any other insurance.

This does not include any of these:

- caravan, camper trailer or horse float; or
- contents, equipment or accessories of any trailer; or
- any trailer while being used for anything which **your vehicle** is not covered for.

The most that **we** pay for any trailer is its **market value** or \$1000, whichever is the lesser. The only excess **you** must pay is \$50.

REPLACING YOUR VEHICLE

If **you** buy a replacement for **your vehicle**:

- this policy covers the replacement for 30 days from the date **you** buy it. All the terms of this policy apply to the replacement; and
- cover for **your vehicle** ends unless **we** notify **you** that both vehicles are covered.

As soon as reasonably possible **you** must:

- meet the duty of disclosure (See Part A4 on page 2); and
- not more than 30 days after **you** buy the replacement, give **us** the details (by completing a written form if **we** ask) and pay any additional premium **we** require.

WINDOWS

If **your** claim is only for **accidental loss** to **your** windscreen, window glass or sunroof, during the **period of insurance**, the excess and loss of **your** no claim discount will not apply.

C4: IF YOUR TYPE OF COVER IS 'THIRD PARTY FIRE AND THEFT'

WHAT IS COVERED

What is covered is limited to these things:

1. **Accidental loss** to **your vehicle** during the **period of insurance** by:
 - a) fire, or theft or illegal conversion; or
 - b) collision with another vehicle as explained under 'C6: Limited cover for collision with an uninsured driver';
2. If **your vehicle** is not fit to drive because of the **accidental loss**, the reasonable cost to transport it to the nearest repairer, or to any other place that **we** approve.

C5: IF YOUR TYPE OF COVER IS 'THIRD PARTY ONLY'

WHAT IS COVERED

What is covered is limited to these things:

1. **Accidental loss** to **your vehicle** during the **period of insurance** by collision with another vehicle as explained under 'C6: Limited cover for collision with an uninsured driver';
2. If **your vehicle** is not fit to drive because of the **accidental loss**, the reasonable cost to transport it to the nearest repairer, or to any other place that **we** approve.

C6: LIMITED COVER FOR COLLISION WITH AN UNINSURED DRIVER

This applies only if **your** type of cover is '**third party fire and theft**' or '**third party only**'.

We cover **accidental loss** to **your vehicle** during the **period of insurance** by collision with a vehicle owned by someone else and driven by a person who is not covered by insurance for the **loss to your vehicle**, but only if **you** do all of these things:

1. give **us** enough information to establish that the driver of the other vehicle was completely at fault;
2. give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver (including name and address);
3. give **us** reasonable help to recover anything **we** pay from the driver of the other vehicle, or from its owner.

The most **we** will pay is \$3000 (including GST) or the **market value** of **your vehicle**, whichever is the lesser.

C7: IF YOUR VEHICLE IS A CARAVAN

If **your vehicle** is a caravan **we** cover these items for **accidental loss** during the **period of insurance**:

1. any fixture or fitting or furnishing which would normally be expected to be sold with the caravan;
 2. any utensils or supplies owned by **you** which are in the caravan if the **loss** arises directly from an insured **accidental loss** to the caravan. This does not include appliances or personal effects.
- The most that **we** will pay in total for any one **loss** is \$1000 (including GST).

The only **excess you** have to pay is \$100.

Accidental loss by burglary or theft is not covered unless it is the result of forceful and violent entry to the caravan while it is securely locked.

Cover for **accidental loss** by storm or wind to any awning automatically ends as soon as the awning has been left erected and unattended for more than 48 consecutive hours.

C8: HOW MUCH WE PAY

We can choose any of these ways to settle a claim:

1. pay the reasonable cost of repairs to **your vehicle**;
2. pay **you** an amount equal to the reasonable cost of repairs;
3. treat **your vehicle** as a **total loss** and pay an amount equal to its **market value**;
4. pay the reasonable cost to replace **your vehicle** with one which is the same year, make, model and specification, has done the same mileage, and is in the same general condition.

When **we** settle a claim as a **total loss** this policy ends, and **we** keep any premium already paid.

We become the owner of **your vehicle**.

If the **schedule** shows a specific amount for any part of **your vehicle** then this is the most that **we** pay.

We pay the excess if **we** agree to under 'Part F: CLAIMS'.

REASONABLE COST OF REPAIR

This is based on using parts which are consistent with the age and general condition of **your vehicle**.

If the reasonable cost of repairs to **your vehicle** will put it in substantially better condition than before the accident, **you** must contribute an appropriate amount towards this cost if **we** ask **you** to.

If it is not practicable or reasonable to repair **your vehicle** to exactly its condition before the accident, any repairs made to settle a claim will be reasonably comparable with that condition.

For example, **we** will take all reasonable steps to make sure that paint work needed to repair **your vehicle** matches the existing paint, but **we** will not make any extra payment if an exact match cannot be made.

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.

C9: SPECIAL PRICE PROTECTION FOR 'FULL COVER' POLICIES

This applies if **your vehicle** is a **total loss** within 12 months of the date **you** buy it, but not if it is a trailer, a caravan, or a motorcycle.

IF YOUR VEHICLE IS NOT MORE THAN 1 YEAR OLD AT THE TIME OF LOSS.

We pay one of these which **you** choose:

1. the reasonable cost to replace it with a new vehicle of the same make, model and specification, if one is currently available in New Zealand;
2. an amount equal to its **market value**.

IF YOUR VEHICLE IS MORE THAN 1 YEAR OLD AT THE TIME OF LOSS.

We pay the higher of these:

1. an amount equal to its **market value**;
2. an amount equal to its **market value** at the time **you** bought it, but **we** may deduct an allowance for any reduction in value if it is not in the same general condition as when **you** bought it.

PART D: INSURANCE COVER – LIABILITY

D1: COVER FOR LIABILITY

This part of the policy covers **liability** for **accidental** events involving **your vehicle**. It covers any driver of **your vehicle** allowed by this policy.

WHAT IS COVERED

1. **Liability** for **loss** to property, or for **bodily injury** to any person, during the **period of insurance** as a result of an **accidental** event caused by the use of **your vehicle**.
2. Any of these if they arise from legal action taken against the driver in connection with this **liability**:
 - a) the reasonable cost of professional legal advice or representation to defend the action;
 - b) costs or expenses awarded following legal proceedings.

What is covered

1. USE OF YOUR VEHICLE

This includes these things:

- a) towing a trailer or caravan;
- b) loading or unloading **your vehicle**, but not moving the load to it or from it.

What is covered

2. LEGAL ACTION

If anyone is told that they are being held responsible for the results of any accident involving **your vehicle**, **we** must be told immediately.

Contact **us** before obtaining or agreeing to pay for any legal advice.

WHAT IS NOT COVERED

1. **Liability** for **loss** to any property which **you** or the driver own, or has possession or control of.
2. **Liability** for **loss** to any property being carried by, or in, **your vehicle**. If **your vehicle** is used to tow a vehicle owned by someone else because it is not fit to drive, **we** cover **liability** for **loss** to the towed vehicle, as long as this is not for payment.
3. **Liability** for **bodily injury** to **you** or the driver, or to any person who lives with, or has a family or business relationship with, **you** or the driver.
4. **Liability** for **bodily injury** to any person who is a passenger in **your vehicle**, or for **loss** to any property which any passenger owns or has possession or control of.
5. **Liability** which exists only because of an agreement with someone else.
6. Any fine, or any punitive, exemplary or aggravated damages which a court awards against **you** or the driver.
7. The cost of defending legal proceedings brought in any court outside New Zealand, and the cost of any judgment against **you** or the driver, or any other associated costs or damages.
8. **Liability** in connection 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 insurance** and is caused by a sudden **accidental** event which happens during the **period of insurance**.

D2: LIABILITY COVER FOR OTHER SITUATIONS

We provide this **liability** cover in the situations explained below if all these things apply:

1. there is no other insurance which covers the **liability**; and
2. the driver meets all the requirements of this policy; and
3. the vehicle and its use meet all the requirements of this policy.

IF YOU USE ANOTHER VEHICLE

We will give **you** this **liability** cover if **you** use any other vehicle, but only if all these things apply:

1. **you** do not own it, and are not hiring it, leasing it or purchasing it under a hire purchase agreement; and
2. **you** have the owner's permission to use it.

This extra cover is available to **you** only, not any other person.

IF YOUR VEHICLE IS USED FOR YOUR EMPLOYER

We give **your** employer this **liability** cover while **your vehicle** is being used for the business of **your** employer by **you**, or by any other employee who has permission from **you**.

TRAILER COVER

We will give **you** this **liability** cover for any trailer insured under Part C3 of this policy while it is not attached to or being towed by a vehicle.

D3: HOW MUCH WE PAY

The maximum amounts **we** pay for **liability** are:

1. the amount shown for 'LEGAL LIABILITY COVER' in the **schedule** for **loss** to property; and
2. \$1,000,000 for **bodily injury** to any person.

The maximum amount **we** pay applies to the total of all claims on this policy in any **insurance year**.

If **you** and any other person claim for **liability** which results from **one event**, **we** cover **you** first. At any time after a claim for any **liability** is made **we** have the option to pay the maximum amount, or any lesser amount which the claim can be settled for, and this payment will meet all **our** obligations under this policy in connection with the **liability**.

PART E: THINGS NOT COVERED BY ANY PART OF THIS POLICY *THIS APPLIES TO ALL PARTS OF THIS POLICY*

E1: NUCLEAR AND 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 warlike 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.

E2: 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**.

PART F: CLAIMS

F1: WHAT YOU MUST PAY

If **you** claim on this policy, **you** must pay part of the cost. This is called the excess. **You** pay one excess for each claim or series of claims which arise from **one event**.

The excess for a claim is all of the following amounts added together. The details are shown on the **schedule**:

1. The BASIC EXCESS. This applies to every claim;
2. The DRIVER EXCESS. This applies only to particular types of driver;
3. The additional amount shown in the **schedule** if the driver is not one of the 'NAMED DRIVERS'. The DRIVER EXCESS does not apply if **your vehicle** is not being driven at the time of the accident, or if the driver is someone who has stolen or illegally converted it, as long as **you** lay a complaint with the Police.

WHEN YOU DO NOT HAVE TO PAY THE EXCESS

We pay the excess for **you** in these situations:

1. If the **loss** to **your vehicle** is from a collision with another vehicle, and **you** do all of these things:
 - a) give **us** enough information to establish that the driver of the other vehicle was more to blame than the driver of **your vehicle**;
 - b) give **us** the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address);
 - c) give **us** reasonable help to recover the excess from the driver of the other vehicle, or from its owner;
2. If the **loss** to **your vehicle** is from actual or attempted theft or illegal conversion while it was fitted with an activated electronic engine immobiliser approved by **us**.
3. If **your** claim is only related to 'PART D: INSURANCE COVER – Liability', unless
 - (a) **your schedule** shows **your** TYPE OF COVER is 'third party fire and theft' or 'third party only', or
 - (b) otherwise stated on the **schedule**.

F2: MAKING A CLAIM

WHAT YOU MUST DO

You must do all of these things as soon as **you** know about any event likely to result in a claim on this policy:

1. take reasonable steps to minimise any **loss** or **liability**, and prevent any further **loss** or **liability**;
2. take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses;
3. report any burglary, theft, arson or intentional damage to the Police;
4. tell **us** about it;
5. let **us** know immediately if **you** receive any request, demand or communication, and pass any written document to **us**.

WHAT YOU MUST NOT DO

1. Dispose of any property which is part of a claim.
2. Start repairs until **we** give permission, unless it is necessary to minimise the **loss** or **liability**, or to prevent further **loss** or **liability**.
3. Admit fault or responsibility.
4. Start any legal proceedings unless **we** give permission.
5. Do anything which may prejudice **our** ability to defend any claim made against **you** or make recovery of the **loss** from any person responsible.
6. Abandon **your vehicle** or any other property to **us**.

WHAT YOU MUST DO IF WE ASK YOU TO

1. Complete **our** Claim Form and return it within 30 days.
2. Let **us** inspect the **loss** to **your vehicle** or other property involved.
3. Obtain more than one estimate of the cost of repairs, including one from a repairer **we** choose, which will be at **our** expense.
4. Give **us** any information or help **we** reasonably require to support the claim.
5. Provide a statutory declaration to verify the **loss** or **liability**, or submit to cross-examination under oath by any person **we** nominate.
6. Authorise any other party to disclose personal information about **you** to **us** in connection with **your** claim.

WHAT WE MAY CHOOSE TO DO ONCE WE HAVE ACCEPTED A CLAIM

1. Act in **your** name and on **your** behalf to negotiate, defend or settle any claim. **We** will pay for this.
2. Take over any legal right of recovery **you** have, and exercise it for **our** own benefit. **We** will pay for this. **You** must give **us** any information or help **we** reasonably require to do this.
3. Keep any property **we** have paid a claim for, including any proceeds if it is sold.

THINGS YOU MUST DO AFTER WE PAY A CLAIM

1. Tell **us** if any lost or stolen property which was part of the claim is found or recovered, and hand it over to us if **we** request it.
2. Tell **us** if any person is ordered to make reparation to **you** for any **loss** or cost which was part of the claim, and reimburse **us** for that payment as soon as **you** receive any reparation.

PART G: NO CLAIM DISCOUNTS

This applies to FULL COVER policies only, but not if **your vehicle** is a motorcycle, caravan or trailer. **We** will not change these No Claim Discounts because of a claim where this policy says **you** do not have to pay an excess, or which is for a trailer or caravan.

G1: STANDARD DISCOUNT

We review this policy at the end of each **insurance year**. If there has been no claim made during the past 12 months, **we** allow a discount on **our** standard premium for the next **insurance year**. The **schedule** shows the amount of the discount.

If a claim is made **we** can reduce the discount at the next review.

If 2 or more claims are made in the same **insurance year we** can remove the discount at the next review.

PART H: OTHER IMPORTANT DUTIES THIS APPLIES TO ALL PARTS OF THIS POLICY

H1: TAKING REASONABLE CARE

You must take reasonable care at all times to avoid any **loss** or **liability** covered by this policy.

We must be allowed to inspect **your vehicle** if **we** ask to.

H2: TELLING THE TRUTH

All statements made in connection with this policy must be true and correct. This includes any statement made by any person in support of a claim.

PART I: OTHER IMPORTANT INFORMATION THIS APPLIES TO ALL PARTS OF THIS POLICY

I1: COMPLYING WITH THIS POLICY

We will not pay any claim unless **you**, or any person who acts on **your** behalf, complies with this policy. This also applies to any other person who can claim under the policy.

I2: DISPUTES

The law of New Zealand applies to this policy, and only the New Zealand Courts may determine any dispute about it.

I3: CURRENCY AND GST

Any amount shown in this policy is in New Zealand Dollars.

Any sum insured excludes GST if **we** can recover it under the Goods and Services Tax Act 1985.

Any excess, maximum amount of cover, sub limit, or other amount includes GST.

I4: PERIOD OF INSURANCE

If **you** agree to pay a premium each month or each quarter then:

1. **you** must use a Deduction Authority which **we** approve; and
2. this policy is for the period shown on the original **schedule**, starting on the 'FROM' date and ending on the 'TO' date. After this it will be continuously renewed for a further month or quarter (whichever is shown in the **schedule**) when **you** pay each monthly or quarterly premium due as provided by the Deduction Authority.

I5: OTHER INSURANCE

You must tell **us** as soon as **you** know about any other insurance which covers **your vehicle**.

If there is another policy which applies, **we** will only pay over and above the amount payable by the other policy.

16: PARTIES WITH A FINANCIAL SECURITY

If **we** are advised in writing of any financial security over any property covered by this policy **we** may choose to pay part or all of any claim to the holder of that security, but limited to the amount of its **loss**. This payment will meet all obligations **we** have under this policy for the **loss**.

You authorise **us** to disclose personal information about **you** to any holder of a financial security. The holder of any security which **we** note is not covered by this policy unless **we** confirm this in writing, or this is shown in the **schedule**.

17: NOTICES ABOUT THIS INSURANCE

All notices given about this policy must be in writing.

Any notice **you** give to **us** must be delivered in person or posted to one of **our** Branch or District Offices or **our** Head Office.

Any notice **we** give to **you** will be delivered in person or posted to the last known postal address that **we** have for **you**, or to **your** agent or representative if **you** have one.

18: CANCELLATION

You can cancel this agreement by giving notice to **us**. **We** will return any unused premium that **you** have paid.

We can cancel this policy by giving notice to **you**. **We** will give at least 14 days notice before **we** do this. The 14 day period starts on the day **we** deliver or post the notice. **We** will return any unused premium **you** have paid on a pro rata basis.

If **we** pay a **total loss** this policy ends at the date of the payment.

19: FRAUD

This policy is void if **you** take any action or make any statement in connection with this policy which is fraudulent in any way.

110: ACTS OF PARLIAMENT

Any Act of Parliament mentioned in this policy includes any Regulations and Amendments to that Act, and any other Act or Regulation passed as an addition, an amendment or in its place.

111: JOINT INSURANCE

If the 'Insured' in the **schedule** is more than one individual they are jointly insured. A breach of this policy by any of these persons will be treated as a breach by all of them.

We may choose to pay any claim in full to the person who is named first in the **schedule**, and this will meet all **our** obligations under this policy for that claim.

112: INSURANCE LAW REFORM ACTS

The conditions, obligations and exclusions in this policy are subject to the Insurance Law Reform Acts.

PART J: DEFINITIONS

Where any of these words or phrases are shown in **bold** in this policy, this is what they mean:

accidental	Unexpected and unintended by you .
annual period	The annual period is the period of insurance. However, if: (a) you pay the premium fortnightly, monthly or quarterly, or (b) the period of insurance 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.
bodily injury	Accidental death of, or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
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.
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.
insurance year	Each period of 12 months from the date this policy first starts, or from the date agreed for its annual review.
liability	A legal responsibility to pay compensation to another person.
loss	Physical loss or physical damage.
market value	The reasonable cost to purchase a vehicle on the retail market which is the same year, make, model and specification as your vehicle , has done the same mileage, and is in the same general condition. It includes the value of any fitted equipment which is insured.
one event	A single event or a series of events which have the same cause.
period of insurance	The period shown in the schedule .
schedule	The schedule to this policy which shows details about you and your insurance. When your insurance changes or renews, we give you a new schedule to replace the previous one.
total loss	When your vehicle is stolen and not recovered, or the reasonable cost to repair it is uneconomic or more than its market value (or more than half its market value if it is not more than 1 year old).
we	NZI, a business division of IAG New Zealand Limited (us and our also refer to NZI, a business division of IAG New Zealand Limited).
you	The 'Insured' shown in the schedule (your also refers to you).
your vehicle	The vehicle shown in the schedule which you own, lease or are buying under a finance agreement.



NZI is a business division of IAG New Zealand Limited, a wholly owned subsidiary of Insurance Australia Group, Australasia's largest general insurer. Established in 1859, it is today one of the country's largest and longest-serving fire and general insurance brands, protecting tens of thousands of New Zealanders every year.

Through our broad range of commercial, personal, marine, professional risks and rural insurance products, we pride ourselves on helping people to achieve the best protection for their assets.

We partner with a network of skilled and experienced brokers and other insurance intermediaries who distribute our products. We pay remuneration to our brokers and intermediaries when they issue our policies, and when these policies are renewed or varied.

To find out more about the advantages of choosing NZI, talk to your broker or visit nzi.co.nz.

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