



Distinction

MOTOR VEHICLE INSURANCE

POLICY WORDING



INTRODUCTION

WELCOME

Welcome to NZI. Thank you for selecting **us** as **your** insurer.

ABOUT THIS POLICY

Your Motor Vehicle policy consists of:

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

YOUR DUTY OF DISCLOSURE

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

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

You also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** breach this duty, **your** Motor Vehicle Policy cover will be cancelled as if it had never existed. Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

CHANGING YOUR MIND

If **you** are not happy with this Motor Vehicle Policy, **you** can change your mind, provided **you** tell **us** within 30 days of the date **your** Motor Vehicle Policy started. **We** will cancel **your** Motor Vehicle Policy as if it had never existed and refund in full any premium **you** have paid.

This does not apply if a claim has been made.

EXAMPLES

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

HEADINGS

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

DEFINED WORDS

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

INSURANCE AGREEMENT

OUR PROMISE

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

USE OF YOUR VEHICLE

WHEN COVER APPLIES

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

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

WHEN COVER DOES NOT APPLY

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

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

SECTION ONE – COVER FOR YOUR VEHICLE

LOSS TO YOUR VEHICLE

WHAT YOU ARE COVERED FOR

You are covered for:

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

WHAT YOU ARE NOT COVERED FOR

TYPES OF LOSS NOT COVERED

You are not covered for:

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

BREAKDOWN OR FAILURE NOT COVERED

You are not covered for damage or failure that is:

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

However, this exclusion does not apply:

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

TYRES

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

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

IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY on page 9.

WHAT WE WILL PAY

REPAIRABLE DAMAGE

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

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

TOTAL LOSS

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

1. pay **you** the **market value**, or
2. replace the **car** with a new vehicle of the same model and specification, provided that:
 - (a) the **loss** occurred within 12 months of **you** purchasing the **car** new, and
 - (b) the model / specification is available in New Zealand.If such a replacement is not available in New Zealand **we** will reimburse **you** the actual price **you** paid for the **car**.

PARTS OBTAINED OVERSEAS

We will pay the **market value** at the time of the **loss** for any new parts, **accessories** or tools that are unobtainable in New Zealand. The most **we** will pay is the last known selling or list price in New Zealand plus the estimated reasonable cost of fitting.

SECTION ONE – AUTOMATIC ADDITIONAL BENEFITS

ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

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

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

The most **we** will pay during the **period of cover** is the Death Amount.

We will not pay for death resulting from suicide or any self inflicted **injury**.

ACCOMMODATION COSTS

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

ADDITIONAL VEHICLE

When **you** buy an additional vehicle for **your use**, **we** will automatically provide cover for that additional vehicle under this Motor Vehicle Policy from the date of purchase, provided that:

1. **you** notify **us** within 30 days of the date of purchase, and
2. the additional vehicle's purchase price does not exceed \$250,000, and
3. the additional vehicle's purchase price will be the **sum insured**, and
4. **you** pay any additional premium that is required.

ALTERNATIVE TRANSPORT

When **you** use **our** Approved Repairer Network, **we** will pay the reasonable costs incurred if **you** require a rental vehicle following a **loss** covered by this Motor Vehicle Policy while **your car** is:

1. being repaired, or
2. missing after being stolen.

Provided:

- (a) **we** have arranged the rental vehicle through **our** approved supplier, and
- (b) **you** pay for all running costs.

We will automatically provide cover for this rental vehicle as if it were **your car**. A \$500 **excess** will apply for any **loss** to the rental vehicle.

We will also indemnify:

- (i) **your** liability to the rental vehicle supplier for consequential loss of revenue following **loss** to such rental vehicle. The most **we** will pay is \$20,000.
- (ii) the liability of the rental vehicle supplier arising out of **your** use of the rental vehicle in the same manner that **we** indemnify **your** liability under 'Section Two – Your Liability'.

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

If **your car** is **uneconomic to repair**, **you** must return the rental vehicle when **we** pay **your** claim.

You do not have cover under this Automatic Additional Benefit if:

1. **your car** is a mobile home, or
2. **your** claim is solely for **accidental** damage to windscreens, windows, sun-roof, headlight glass or tail light glass of the **car**.

EXCESS AND CLAIMS FREE DISCOUNT PROTECTION

1. If the **car** suffers **loss** covered by this Private Motor Policy caused by an identifiable and uninsured driver of another vehicle, **we** will not deduct the **excess** or adjust **your** claim-free discount provided **you**:
 - (a) give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
 - (b) give **us** the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address), and
 - (c) give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

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

KEYS AND LOCKS

If any of the keys to the **car** are **lost** or stolen or believed on reasonable grounds to have been duplicated without **your** permission during the **period of cover**, **we** will pay the reasonable cost of replacing the keys and the locks they were for.

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

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

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

MEDICAL EXPENSES

We will pay the reasonable costs incurred by **you**, **your partner**, **your family** and other passengers in the **car**, for medical, surgical, therapeutic, dental and nursing treatment (including x-rays) as a result of an **injury** following a **loss** covered by this Motor Vehicle Policy.

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

We will not pay for any expenses that can be claimed from any other source or for any self-inflicted **injury**.

NZI ROADSIDE ASSIST

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

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

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

REPAIR GUARANTEE

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

REPLACEMENT VEHICLE

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

1. **you** notify **us** within 60 days of the date of purchase, and
2. the replacement vehicle's purchase price does not exceed \$250,000, and
3. the replacement vehicle's purchase price will be the sum insured, and
4. **you** pay any additional premium that is required.

ROAD CLEARING COSTS

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

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| SKILLED DRIVER QUALIFICATIONS | <p>If the car suffers sudden accidental loss when driven by an under 25 year old driver, we will not apply the Under Age excess provided the driver has successfully completed:</p> <ol style="list-style-type: none">1. NZQA unit standard 3465: Core Driving Knowledge and Skills – Level 1, and2. NZQA unit standard 3466: Core Driving Knowledge and Skills – Level 3. <p>This Automatic Additional Benefit does not apply if the schedule shows we have applied a Special excess to the under 25 year old driver.</p> |
| TEMPORARY REPAIRS | <p>We will pay the reasonable cost of temporary repairs to the car that are essential to make it roadworthy, to enable you to get to your destination or to a repairer following a loss covered by this Motor Vehicle Policy.</p> |
| TOWING COSTS | <p>If the car can no longer be driven following a loss covered by this Motor Vehicle Policy, we will pay for necessary and reasonable towing and rescue costs to remove the car to the nearest repairers or place of security.</p> |
| TRAILER COVER | <p>This Motor Vehicle Policy is extended to cover accidental loss to any trailer during the period of cover.</p> <p>We will at our option pay:</p> <ol style="list-style-type: none">1. the cost of repairs, or2. the market value. <p>The most we will pay for any event is the sum insured. A \$100 excess applies to this Automatic Additional Benefit. The loss of claim-free discount does not apply to this Automatic Additional Benefit.</p> |
| TRANSPORT COSTS | <p>We will pay for reasonable costs of:</p> <ol style="list-style-type: none">1. transport for you, your partner, your family, other passengers and domestic pets in the car, from the place where the loss occurred to your home or to your nearest immediate destination, and2. returning the car to your home or to another place you and we agree, after the car has been repaired, <p>if the car can no longer be driven following a loss covered by this Motor Vehicle Policy. If the car is recovered following theft or conversion, we will pay the reasonable costs incurred to return the car to the place from where it was stolen or to another place that you and we agree.</p> |
| TRAUMA COVER | <p>We will pay the reasonable costs of professional counselling services for you, your partner, your family and other passengers in the car, as a result of an injury following a loss covered by this Motor Vehicle Policy.</p> <p>The most we will pay is \$1,000 for any event.</p> |
| WINDOWS | <p>The excess and loss of claim free discount do not apply to a claim that is solely for accidental damage to windscreens, windows, sun-roof, headlight glass, headlight protectors, tail light glass or driving lights of the car.</p> |

SECTION TWO – YOUR LEGAL LIABILITY

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|---------------------------------|---|
| WHAT YOU ARE COVERED FOR | <p>YOUR LEGAL LIABILITY</p> <p>You are covered for your legal liability and defence costs arising from:</p> <ol style="list-style-type: none">1. accidental loss to anyone else's property (including loss of use), or2. accidental death or bodily injury to any person, <p>occurring during the period of cover, caused by or through or in connection with your use of a vehicle in New Zealand (including transit between places in New Zealand).</p> <p>REPARATION</p> <p>You are covered for your legal liability to pay reparation to a victim who has suffered accidental loss of property or bodily injury as a result of your committing an offence during the period of cover in connection with your use of a vehicle in New Zealand (including transit between places in New Zealand).</p> |
|---------------------------------|---|

Provided that:

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

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

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

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

OTHER PERSON'S LIABILITY

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

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

VICARIOUS LIABILITY

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

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

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

WHAT YOU ARE NOT COVERED FOR

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

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5. **You** are not covered for liability, in any way connected with, any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of cover** and is caused by a sudden **accidental event** that happens during the **period of cover**.

IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY on page 9.

WHAT WE WILL PAY

AMOUNT PAYABLE FOR PROPERTY DAMAGE

We will pay for:

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

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

AMOUNT PAYABLE FOR BODILY INJURY

We will pay for:

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

The most **we** will pay is \$2,000,000 for any **event**.

SETTLEMENT OF ANY CLAIM

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

SECTION TWO – AUTOMATIC ADDITIONAL BENEFITS

MANSLAUGHTER DEFENCE COSTS

We will pay:

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

resulting from:

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

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

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

The **excess** does not apply to this Automatic Additional Benefit.

TEMPORARY VEHICLES

This Motor Vehicle Policy is extended to cover **your** liability when **you** have a courtesy vehicle or rental vehicle following a **loss** covered by this policy, while **your car** is:

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

We will automatically provide cover for this rental vehicle or courtesy vehicle as if it were **your car**. An **excess** of \$500 applies to this Automatic Additional Benefit.

The 'Other Insurance Policy Condition' does not apply to this Automatic Additional Benefit.

POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

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

1. has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
2. refuses to undergo a breath or blood test after an **accident**, when legally required to do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent as to be incapable of having proper control of the **vehicle**, or
4. fails or refuses to stop, or remain at the scene, following an **accident** (as required by law).

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

CONFISCATION

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

EXCESS

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

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

INTENTIONAL OR RECKLESS ACTS

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

LOSS OF ELECTRONIC DATA

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

MODIFIED VEHICLE

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

NUCLEAR & WAR RISKS

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

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

OTHER USE OF YOUR VEHICLE

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

TERRORISM

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

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

UNLICENSED DRIVERS

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

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

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

HOW TO CLAIM

WHAT YOU MUST DO

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

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

WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO

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

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

ACTIONS WE MAY TAKE

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

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

SALVAGE

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

DISHONESTY

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

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

This is at **our** sole discretion.

POLICY CONDITIONS

BREACH OF ANY CONDITION

If:

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

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

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

This is at **our** sole discretion.

TRUE STATEMENTS AND ANSWERS

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

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

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REASONABLE CARE

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

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

OTHER INSURANCE

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

CHANGES IN CIRCUMSTANCES

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

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

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

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

CANCELLATION

BY YOU

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

BY US

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

CHANGE OF TERMS

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

UNECONOMIC TO REPAIR

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

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

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

GOODS AND SERVICES TAX

All amounts shown in this Motor Vehicle Policy include GST.

JOINT INSURANCE

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

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

OTHER PARTIES WITH A FINANCIAL INTEREST

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

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

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

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

DEFINITIONS

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

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

| | |
|-------------------------|--|
| accessory | A part of the car not directly related to its function as a vehicle, including any: <ul style="list-style-type: none">▶ radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of the car, and▶ portable telephone that connects to a power source in the car, and▶ car seat covers, floor mats or child car seats. |
| accident | Unexpected and unintended by you and anyone using the car or any vehicle . |
| act of terrorism | An act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) that from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear. |
| annual period | The annual period is the period of cover . However, if: <ul style="list-style-type: none">▶ the premium is paid fortnightly, monthly or quarterly, or▶ the period of cover is for more than 12 months, the annual period is any one 12 month period calculated from the date this policy first started, and consecutively thereafter. |
| application | The information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us . |
| bodily injury | The accidental death of, or accidental bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury. |
| car | The vehicle described in the schedule , and including any: <ul style="list-style-type: none">▶ 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 propagates itself 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. |
| event | Any one event or series of events arising from one source or original cause. |
| excess | The amount of your loss that you must pay. The amount of the excess is shown in either the schedule or in this policy wording. |
| family | Any family member who permanently resides with you . |
| injury | A bodily injury caused solely and directly by violent, accidental, external and visible means. |
| loss | Physical loss or physical damage. |

Distinction / MOTOR VEHICLE INSURANCE POLICY

| | |
|-----------------------------|---|
| market value | <p>The reasonable cost to buy, immediately before the loss and on the retail market, a vehicle of the same:</p> <ul style="list-style-type: none">▶ year,▶ make, model and specification,▶ mileage/hours,▶ general condition, <p>as the car damaged, including the value of any fitted equipment covered by this Motor Vehicle Policy.</p> |
| modification | <p>Any change to your car, that is different to the manufacturer's original specification or recommendations.</p> <p><i>Examples include:</i></p> <ul style="list-style-type: none">▶ 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. <p>We do not consider a conversion of your car to run on CNG, LPG or Bio Gas as a modification, provided your car has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.</p> |
| partner | <p>Your husband or wife or person with whom you are living in the nature of a marriage.</p> |
| period of cover | <p>The Period of Cover shown in the schedule.</p> |
| reparation | <p>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.</p> |
| schedule | <p>The latest version of the Schedule we issued to you for this Motor Vehicle Policy.</p> |
| sum insured | <p>The Sum Insured shown in the schedule.</p> |
| trailer | <p>Any general use trailer:</p> <ul style="list-style-type: none">▶ owned by you or in your care, and▶ that is not covered by any other insurance, and▶ used in accordance with the Description of Use (as described in this policy). <p>It does not include:</p> <ul style="list-style-type: none">▶ a caravan, a boat trailer, a camper trailer or a horse float; or▶ the contents, equipment or accessories of any trailer. |
| uneconomic to repair | <p>A total loss because the car is:</p> <ul style="list-style-type: none">▶ uneconomic or unsafe to repair, or▶ stolen and not recovered. |
| use | <p>Includes driving, parking, garaging or storing of the car or trailer.</p> |
| vehicle | <ul style="list-style-type: none">▶ 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 by any other insurance. |
| we | <p>NZI, a business division of IAG New Zealand Limited.</p> |
| you | <p>The person(s) shown as the Insured in the schedule.</p> |

Distinction / MOTOR VEHICLE INSURANCE POLICY



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.

Printed using vegetable based mineral oil free inks on paper from an environmentally certified and responsibly managed forest and mill.

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