

NZI / NZbrokers Private Motor Vehicle Policy



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INTRODUCTION

ABOUT THIS POLICY

Your policy consists of:

1. this policy document, and
2. the **schedule**, and
3. any addendum, endorsement or warranty that **we** apply.

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 this 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** can change **your** mind provided **you** tell **us** within 30 days of the date this policy started. **We** will treat this 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 a claim has been made.

EXAMPLES

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

HEADINGS

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

DEFINED WORDS

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

INSURANCE AGREEMENT

OUR AGREEMENT

You agree to pay **us** the premium. In exchange, and in reliance on the information provided in the **application**, **we** agree to cover **you** as set out in this policy document.

USE OF YOUR VEHICLE

WHEN COVER APPLIES

This policy applies only when the **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 other than those excluded below.

WHEN COVER DOES NOT APPLY

There is no cover for any period that the **vehicle** is being **used**:

1. to carry fare-paying passengers, e.g. as a taxi (other than private, not-for-profit car pooling),
2. for:
 - (a) a courier or delivery business, or carrying goods for financial gain,
 - (b) a servicing business that involves any installation, maintenance or repairs in, or at homes or businesses, including, but not limited to, appliances, electrics, plumbing, glazing or commercial cleaning,
 - (c) the motor trade or a driving educator profession,
3. for hire, including through a peer-to-peer arrangement,
4. in any type of motor sport, race, competitive trial or speed test,
5. on any racetrack, e.g. in driver training or track days,
6. to tow for financial gain or reward,
7. outside New Zealand.

TYPE OF COVER THAT APPLIES

TYPE OF COVER OPTIONS

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

FULL COVER

1. If the **schedule** shows: 'Type of Cover: Full Cover', then **you** are insured under:
 - (a) 'Section One – Cover For Your Vehicle',
 - (b) 'Section One – Automatic Additional Benefits',
 - (c) 'Section Two – Your Legal Liability', and
 - (d) 'Section Two – Automatic Additional Benefits'.

THIRD PARTY, FIRE & THEFT

2. If the **schedule** shows: 'Type of Cover: Third Party, Fire & Theft', then **you**:
 - (a) have limited cover under 'Section One – Cover For Your Vehicle'. It only covers sudden and **accidental loss** to the **vehicle** caused by:
 - (i) fire, or
 - (ii) theft or attempted theft, or conversion, or
 - (iii) earthquake, volcanic eruption, hydrothermal activity or tsunami, and
 - (b) are insured under the following 'Section One – Automatic Additional Benefits':
 - (i) 'Child Car Seats', and
 - (ii) 'Electrical or Electronic Hardware or System', and
 - (iii) 'Fire Extinguisher Replacement', and
 - (iv) 'Methamphetamine Contamination', and
 - (v) 'Protection Against Uninsured Drivers', and
 - (vi) 'Restricted and Excluded Drivers', and
 - (vii) 'Towing Costs', and
 - (c) are insured under 'Section Two – Your Legal Liability', and
 - (d) are insured 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 – Cover For Your Vehicle', and
 - (b) are insured under the following 'Section One – Automatic Additional Benefits':
 - (i) 'Protection Against Uninsured Drivers'; and
 - (ii) 'Restricted and Excluded Drivers'; and
 - (c) are insured under 'Section Two – Your Legal Liability', and
 - (d) are insured under 'Section Two – Automatic Additional Benefits'.

SECTION ONE – COVER FOR YOUR VEHICLE

WHAT YOU ARE COVERED FOR **You** are covered for sudden and **accidental loss** to the **vehicle** that occurs during the **period of cover** in New Zealand (including in transit between places in New Zealand).

WHAT YOU ARE NOT COVERED FOR

LOSS CAUSED BY

You are not covered for:

1. depreciation, or
2. wear and tear, or 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.

This exclusion does not apply:

- (a) to the above types of loss to the **vehicle** where it results in or from: fire, collision, overturning, immersion in water, flood, intentional damage (by someone other than **you** or anyone else covered under this policy), theft or 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 or the 'NZI Roadside Assist' Optional Additional Benefit.

You are not covered for damage or failure caused by the use of the incorrect fuel or additive, except to the extent that cover is provided under the 'Incorrect Fuel or Additive' Automatic Additional Benefit.

TYRES

You are not covered for:

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

This exclusion does not apply to punctures, cuts or bursts that result in or from: fire, collision, overturning, intentional damage (by someone other than **you** or anyone else covered under this policy), theft or conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami.

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

WHAT WE WILL PAY

REPAIRABLE DAMAGE

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

1. arrange to repair the **vehicle** to substantially the same condition 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 **vehicle** is a **total loss**, **we** will at **our** option pay **you**:

1. the **sum insured** if the **schedule** shows **you** have an Agreed Value policy, or
2. the **market value** if the **schedule** shows **you** have a Market Value policy.

IF THE VEHICLE IS LESS THAN 18 MONTHS OLD

We will replace the **vehicle** with a new vehicle of the same model and specification, provided:

1. the **vehicle** is stolen and not recovered or the cost to repair the **vehicle** is greater than 60% of its **market value**, and
2. the **loss** occurred within 18 months of **you** purchasing the **vehicle** new, and
3. the same model and 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 **vehicle**.

AVAILABILITY OF PARTS

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

REPAIR GUARANTEE

We provide a quality guarantee on all repairs to the **vehicle** undertaken through **our** Approved Repairer Network following **loss** covered under this policy while **you** own the **vehicle**.

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 in the amount payable under 'Section One - Cover For Your Vehicle - What We Will Pay', unless expressly stated that it is an additional payment.

ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

If **you**, **your partner** or **family** suffer an **injury** as a result of **loss** covered under this policy, during the **period of cover**, **we** will pay the amounts below if **you**, **your partner** or **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

If **you**, **your partner** or **family** suffer 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 'Section One - Cover For Your Vehicle - What We Will Pay'.

This benefit also provides cover for **you**, **your partner** or **family** when **you** drive any other vehicle 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 **vehicle**.

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

ACCOMMODATION COSTS

We will pay the reasonable costs of accommodation for **you, your partner, family**, other passengers and domestic pets in the **vehicle** travelling with **you**, if the **vehicle** can no longer be driven following **loss** covered under this policy.

The most **we** will pay for any **event** is \$1,500.

This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

ALTERNATIVE TRANSPORT

We will contribute towards the reasonable costs incurred if **you** require a rental vehicle following **loss** covered under this policy, while the **vehicle** 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.

This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

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

If the **vehicle** is a **total loss**, cover under this benefit ends when **we** settle **your** claim.

You do not have this cover if the **vehicle** is a mobile home, motorcycle, caravan or trailer.

CHILD CAR SEATS

If the **vehicle** suffers **loss** covered under this policy, and as a result of that **loss**:

1. there is **loss** to a child car seat or baby capsule in or on the **vehicle**, or
 2. in **our** opinion the safety of a child car seat or baby capsule in or on the **vehicle** is compromised,
- we** will pay the reasonable costs to replace the item.

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

**ELECTRICAL OR
ELECTRONIC HARDWARE
OR SYSTEM**

If any electrical or electronic hardware component or system (excluding **electronic data**) of the **vehicle** suffers **loss** covered under this policy, **we** will pay the reasonable cost of:

1. restoring, re-setting or re-programming software, programs and other coded instructions to restore manufacturer's settings, and
2. work required on any hardware component or system as part of repairing **loss** to other parts of the **vehicle**.

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 **vehicle**).

**EXCESS AND CLAIM-FREE
DISCOUNT PROTECTION**

If the **vehicle** suffers **loss** covered under this policy caused by the driver of another vehicle, **we** will not deduct the **excess** or adjust **your** claim-free discount 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 at-fault driver (including name and address), and
3. reasonable help to recover costs incurred through **your** claim.

We will not deduct the **excess** or adjust **your** claim-free discount if the **loss** to the **vehicle** is from actual or attempted theft or conversion while it was fitted with an activated electronic engine immobiliser approved by **us**. This clause does not apply and the **excess** will be deducted if **we** have required the immobiliser to be fitted as a condition of providing **your** cover.

**FIRE EXTINGUISHER
REPLACEMENT**

If a claim is solely for replacing or refilling a fire extinguisher that is an **accessory** after it has been used in an attempt to put out a fire or rescue someone, the **excess** and loss of claim-free discount do not apply.

You are entitled to claim under this benefit only once and for only one fire extinguisher during the **annual period**.

If **you** have fire extinguisher replacement cover under any other section of this policy or under any other policy with **us**, the most **we** will pay for any **event** under all policies in total is the highest applicable limit. This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

We will not pay for a fire extinguisher that is:

1. past its expiry date, or
2. of a commercial grade.

IF THE VEHICLE IS A CARAVAN

CONTENTS OF THE CARAVAN

If the **vehicle** 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 **family**.

The most **we** will pay for any **event** is \$4,000.

IF THE CARAVAN IS LESS THAN THREE YEARS OLD

If the **vehicle** shown in the **schedule** is a caravan, **we** will replace the caravan with a new caravan of the same model and specification, provided:

1. **we** consider the caravan is a **total loss**, and
2. the **loss** occurred within three years of **you** purchasing the caravan new, and
3. the same model and 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 caravan.

INCORRECT FUEL OR ADDITIVE

If the **vehicle** suffers **loss** caused by the **accidental** use of:

1. the incorrect fuel type in the fuel tank of the **vehicle**, or
2. an engine additive or a vehicle liquid in the fuel tank of the **vehicle**,

we will pay the reasonable cost of removing the fuel, engine additive or vehicle liquid and repairing the **vehicle**, provided action is taken to prevent further **loss** as soon as reasonably possible after the mistake is realised.

There is no cover for:

- (a) replacing the fuel, engine additive or vehicle liquid, or
- (b) **loss** caused by using contaminated fuel or using a contaminated engine additive or vehicle liquid, or
- (c) intentionally using the incorrect fuel, or
- (d) **loss** caused by using the incorrect octane level fuel over time, or
- (e) **loss** caused by not using an additive when this is required for the type of engine.

Examples of using the incorrect fuel type or using an engine additive incorrectly include putting petrol in a diesel engine, diesel in a petrol engine or an exhaust emissions additive in a fuel tank.

KEYS AND LOCKS

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

For a claim of \$2,000 or less a \$100 **excess** applies and the loss of claim-free discount does not apply to this benefit.

MEDICAL EXPENSES

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

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

This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

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

**METHAMPHETAMINE
CONTAMINATION**

This policy is extended to cover **contamination damage** to the **vehicle**, provided such **contamination damage** occurred in connection with the theft or conversion of the **vehicle** 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 conversion by any of them).

For the purposes of this exclusion, **you** includes any trustee or beneficiary of the trust if the **vehicle** is owned by the trust, or any director or shareholder of the company if the **vehicle** is owned by the company. **We** will at **our** option:

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

If the cost of **remediation** will put the **vehicle** 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 **vehicle** during the **period of cover** caused by an uninsured driver of another vehicle **you** do not own, 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 at-fault driver (including name and address), and
3. reasonable help to recover costs incurred through **your** claim.

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

- (a) arrange to repair the **vehicle** to substantially the same condition it was in before the **loss** occurred, or
- (b) pay **you** the cost of repairs as estimated by **our** assessor.

The most **we** will pay for any **event** is \$5,000.

If **we** consider the **vehicle** is a **total loss** and the **schedule** shows:

- (i) 'Type of Cover: Third Party, Fire & Theft', **we** will at **our** option pay **you**:
 1. the **sum insured** to a maximum of \$5,000, if the **schedule** shows **you** have an Agreed Value policy, or
 2. the **market value** to a maximum of \$5,000, if the **schedule** shows **you** have a Market Value policy, or

- (ii) 'Type of Cover: Third Party Only', **we** will pay **you** the **market value** to a maximum of \$5,000.

We will not deduct the **excess** or adjust **your** claim-free discount.

REPLACEMENT VEHICLE

When **you** buy a replacement vehicle for the **vehicle** or an additional vehicle for **your use**, **we** will automatically provide cover for that replacement vehicle or additional vehicle under this policy from the date of purchase, provided:

1. **you** notify **us** within 30 days of the date of purchase, and
2. the replacement vehicle or additional vehicle's purchase price does not exceed \$125,000, and
3. the replacement vehicle or additional vehicle's 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 Authorised Drivers are covered and/or under 25-year-old drivers are excluded, **we** will not apply these restrictions to any claim that would otherwise be payable under Section One or Section Two of this policy for **loss** caused by or arising from:

1. fire, or
2. theft, or
3. the **vehicle** 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 **vehicle**, or
 - (b) employed by 'Dial a driver' or a similar commercial service, or
 - (c) providing a valet parking service to **you**, or
 - (d) in the course of a medical emergency.

ROAD CLEARING COSTS

We will pay the reasonable costs incurred for:

1. cleaning up and clearing away any debris and spillage, and
 2. recovering and reloading any load lost or fallen from the **vehicle**, and
 3. transferring to another vehicle any load lost or fallen from the **vehicle**,
- following **loss** covered under this policy.

This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

TEMPORARY REPAIRS

We will pay the reasonable cost of temporary repairs to the **vehicle** that are essential to make it roadworthy, to enable **you** to get to **your** destination or to a repairer following **loss** covered under this policy.

TOWING COSTS

If the **vehicle** can no longer be driven following **loss** covered under this policy, **we** will pay for the necessary and reasonable towing and rescue costs to move the **vehicle** to the nearest repairer or place of security.

This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

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** of the **trailer**.

The most **we** will pay during the **period of cover** is \$2,000.

This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

A \$100 **excess** applies to this benefit.

The loss of claim-free discount does not apply to this benefit.

TRANSPORT COSTS

We will pay for the reasonable costs of:

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

if the **vehicle** can no longer be driven following **loss** covered under this policy.

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

This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

TRAUMA COVER

We will pay the reasonable costs of professional counselling services for **you, your partner, family** and other passengers in the **vehicle**, as a result of **injury** following **loss** covered under this policy.

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

This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

VALET COSTS

If the **vehicle** is broken into and **loss** occurs only to the interior during the **period of cover**, **we** will pay the cost to clean and valet the **vehicle**, provided **you** do not claim under any other part of this policy.

The most **we** will pay for any **event** is \$250.

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

WINDOWS

The **excess** and loss of claim-free discount do not apply to a claim that is solely for **accidental** damage to windscreens, windows, sun-roofs, headlights, headlight protectors, fog lights, reversing lights, indicator lights, stop lights and tail lights, of the **vehicle**, but exclude decorator lights.

SECTION ONE – OPTIONAL ADDITIONAL BENEFIT

The following benefit is an Optional Additional Benefit. Cover applies only if **you** have purchased the benefit and it is shown in the **schedule**. This benefit is subject to the terms of this policy, except where the terms are varied in the benefit.

NZI ROADSIDE ASSIST

This policy is extended to provide NZI Roadside Assist for the **vehicle** during the **annual period**.

1. NZI Roadside Assist will:
 - (a) fit the **vehicle's** spare tyre if it has a flat tyre, and
 - (b) access the **vehicle** if its keys are locked inside, and
 - (c) provide 5 litres of fuel if the **vehicle** is out of fuel, and
 - (d) jump-start the **vehicle** if it has a flat battery.
2. NZI Roadside Assist will arrange to tow the **vehicle** to the nearest approved repairer or place of safety if the **vehicle** 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 **vehicle**:
 - (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) towed vehicles such as boats, trailers and caravans, or
 - (b) **vehicles** exceeding 3,000 kg.

You are entitled to six call outs during the **annual period**.

Extra call outs can be made; however, these will be charged to **you** at NZI Roadside Assist's standard fee and further assistance is at **your** expense.

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

SECTION TWO – YOUR LEGAL LIABILITY

WHAT YOU ARE COVERED FOR YOUR LEGAL LIABILITY

You are covered for **your** legal liability for:

1. **accidental loss** to someone else's property (including loss of use), or
2. **bodily injury** to someone else,

that occurs during the **period of cover**, caused by **your use** of the **vehicle** in New Zealand (including in transit between places in New Zealand).

DEFENCE COSTS

You are also covered for defence costs, reasonably incurred by **you** with **our** approval, for liability arising under the items above.

GENERAL AVERAGE

You are covered for General Average or salvage charges that **you** must legally pay as a result of the **vehicle** being carried by ship between places in New Zealand during the **period of cover**.

'General Average' is a marine term that describes how the cost of losses will be shared between those persons with property on the ship.

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** in New Zealand (including in transit between places in New Zealand) of the **vehicle**, or any other private vehicle, provided **you** had the owner's permission to **use** their vehicle, and provided:

1. **you**, or any other person entitled to cover under this clause, tell **us** immediately if **you** or they are charged with an 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 they 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 **vehicle**, 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 **vehicle** 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,
3. the **use** of the **vehicle** 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.

USE OF OTHER VEHICLES

We will cover **your** legal liability, including legal liability to pay **reparation**, while **you** are **using** any other vehicle that is not owned by **you**, provided:

1. **you** have the owner's permission to **use** it, and
2. the liability is not covered under any other insurance, and
3. **your use** of the other vehicle complies with the terms of this policy.

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 the **vehicle**, or
 - (ii) personal effects being carried by and belonging to any passenger in the **vehicle**, or
 - (b) being carried by or loaded into or unloaded from the **vehicle** or a caravan or **trailer** attached to the **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 below.

WHAT WE WILL PAY

AMOUNT PAYABLE FOR PROPERTY DAMAGE

We will pay for:

1. liability, including liability for **reparation**, for **loss** to property, and
 2. reasonable costs and expenses insured under 'What You Are Covered For' 'Your Legal Liability' incurred with **our** approval, and
 3. costs insured under 'What You Are Covered For' 'Your Legal Liability' 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 costs and expenses insured under 'What You Are Covered For' 'Your Legal Liability' incurred with **our** approval, and
 3. costs insured under 'What You Are Covered For' 'Your Legal Liability' awarded against **you** by a court.
- The most **we** will pay for any **event** is \$2,000,000.
This is in addition to any other payment under 'Section One - Cover For Your Vehicle - What We Will Pay'.

AMOUNT PAYABLE FOR A CLAIM FOR BODILY INJURY AND PROPERTY DAMAGE

The most **we** will pay for a claim for property damage and **bodily injury** for one **event** is \$20,000,000.
This is in addition to any other payment under 'Section One – Cover For Your Vehicle – What We Will Pay'.

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 **vehicle**, or
- (b) **family** driving the **vehicle** with **your** permission, or
- (c) **you** or **your partner** driving any other 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**.

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

The **excess** does not apply to this benefit.

'Section Two - What You Are Not Covered For' – Clause 4 (defence costs) does not apply to this benefit.

TOWING

We will cover **you** while the **vehicle** 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 **vehicle**).

POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There is no cover under this policy if the driver of the **vehicle**, the person **using** the **vehicle**, or **you using** any other vehicle that is not owned by **you**:

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 so 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 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 or public or local authority or under any Act 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**.

This exclusion does not apply to:

1. physical damage to other insured 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 more than one **vehicle** covered under this policy, the **excess** applies individually to each **vehicle**. Where an **incident** results in multiple claims under more than one private motor vehicle policy **you** hold with **us**, **we** will only apply one excess. Where there is a collision between the insured motor vehicles, that excess will be the excess that applies to the motor vehicle driven by the person most at fault. Otherwise, the excess will be the highest excess of the policies affected.

Where an **incident** results in multiple claims under any private motor vehicle, home, contents or boat policy **you** hold with **us** (insured at the same address), **we** will only apply one excess. That excess will be the highest excess of the policies affected.

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

There is no cover under this policy if the **vehicle** has been **modified**, unless details of all the **modifications** **we** ask about have been given to **us** and **we** have agreed to those **modifications** in writing.

NUCLEAR

You are not covered for any 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, liability, death, prosecution or expense 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** There is no cover under this policy if the driver of the **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 converted it, provided **you** lay a complaint with the police.
- UNSAFE OR UNROADWORTHY** **You** are not covered if a vehicle is being **used** in an unsafe way or unroadworthy condition, and:
1. that **use** or condition of the vehicle contributed to **loss** or liability, and
 2. the driver should have been aware of that **use** or condition of the vehicle and that it could result in **loss** or liability.
- 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 (whether war is declared or not), civil war, insurrection, rebellion, revolution, or military or usurped power.

HOW TO CLAIM

WHAT YOU MUST DO

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

1. do what **you** can to take care of the **vehicle** and to prevent any further loss, expense 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 **vehicle** 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 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 **vehicle** or any other private 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. 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

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

1. negotiate, defend or settle any claim against **you** 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 **you**, any other person **we** cover under this policy or anyone acting on **your** behalf breaches any of the conditions of this policy, **we** may decline:

1. **your** claim, either in whole or in part,
2. any claim in connection with the same **event** that **you** make on any other policies **you** have with **us**.

DISHONEST OR FRAUDULENT

If **you**, any other person **we** cover under this policy or anyone acting on **your** behalf commits a dishonest or fraudulent act or omission, **we** may treat either this policy or all insurance **you** have with **us** as if it no longer exists 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**. 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 due for the used portion of the **period of cover**.

BY US

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

AUTOMATICALLY

This policy will be automatically cancelled if **you** do not pay the premium when due. Cancellation will be effective from the date to which this 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 **your** NZbrokers insurance broker notice in writing or by electronic means at **your** or **your** NZbrokers insurance broker's last known address. Unless otherwise specified in this policy, the change in terms will take effect from 4pm on the 30th day after the date of the notice.

CHANGES IN CIRCUMSTANCES

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

1. **modifications** to the **vehicle** or
2. material changes that might alter the nature of the risk insured 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 advised to **us** by **you** or anyone else. The change in terms will be effective from the date of 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, including the premium and excess, 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 insured (known as physical hazard), and (b) you and 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)

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

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

**GOVERNING LAW AND JURISDICTION
JOINT INSURANCE**

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

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 **vehicle** 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. This does not apply to the 'Accidental Death and Permanent Disablement' Automatic Additional Benefit (as described in Section One of this policy).

OTHER PARTIES WITH A FINANCIAL INTEREST

If **we** know of any financial interest over the **vehicle**, **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 **vehicle** 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 it is the result of **you** or anyone else covered under this policy being reckless or grossly irresponsible.

SALVAGE

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

TOTAL LOSS

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

1. this policy is automatically cancelled, and
2. the **vehicle** and any salvage will become **our** property (including any refunds, such as unused registration or road user charges), and
3. **we** will credit any unused premium towards insurance arranged with **us** on a replacement vehicle. If **you** do not arrange insurance for a replacement vehicle 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	<p>a part of the vehicle 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:</p> <ul style="list-style-type: none">• audio, multimedia, communication or navigation equipment,• roof racks,• tools and breakdown equipment permanently kept with the vehicle and purchased to repair the vehicle,• first aid kit, torch, fire extinguisher and map,• car seat covers or floor mats. <p>It does not include any mobile phone, laptop computer or tablet computer.</p>
accidental	<p>unexpected and unintended by you and anyone using the vehicle or any other vehicle.</p>
act of terrorism	<p>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:</p> <ul style="list-style-type: none">• 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.
annual period	<p>the period of cover. However, if:</p> <ul style="list-style-type: none">• the premium is paid monthly or quarterly, or• the period of cover is for more than 12 months, <p>the annual period is the current 12-month period calculated consecutively from the date this policy first started.</p>
application	<p>the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us.</p>
bodily injury	<p>the accidental death of, or accidental bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.</p>
computer virus	<p>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'.</p>
contamination damage	<p>loss caused by methamphetamine contamination that exceeds the contamination level.</p>
contamination level	<p>the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.</p>
electronic data	<p>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</p>

	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 happens 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 vehicle 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	<p>any change to the vehicle that is different to the manufacturer's original specification or recommendations, which enhances the performance, or alters the appearance, safety or handling of the vehicle (whether or not we ask about them at the time of application).</p> <p><i>Examples include:</i></p> <ul style="list-style-type: none">• changes to the engine, steering, performance, suspension or chassis, or• body kits, paintwork or interior modifications, or• changes to the tyres or wheels.
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 .
remediate	<p>to reduce the level of methamphetamine contamination to below the contamination level.</p> <p><i>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.</i></p>
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	<p>the vehicle is:</p> <ul style="list-style-type: none">• uneconomic or unsafe to repair or remediate, or• stolen and not recovered.

NZI/NZbrokers Private Motor Vehicle Policy

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 under any other insurance, and• used in accordance with the description in 'Use of Your Vehicle'. <p>It does not include:</p> <ul style="list-style-type: none">• a caravan, boat trailer, camper trailer or horse float, or• the contents, equipment or accessories of any trailer.
use	<p>includes the driving, parking, garaging or storing of the vehicle or any other vehicle.</p>
vehicle	<p>the vehicle(s) described in the schedule (including any trailer as defined) whilst being used by you or anyone with your permission, and includes any:</p> <ul style="list-style-type: none">• standard equipment for the particular make and model of the vehicle supplied and fitted by the manufacturer, and• standard tool or breakdown equipment supplied by the vehicle's manufacturer or similar substitute tool and• accessory or spare part whilst in or on the vehicle, and• accessory or spare part that has been temporarily removed from the vehicle for security purposes, cleaning or servicing, and• accessory or spare part that is not fitted to the vehicle and is stored at your home, and• modifications.
we, us, our	<p>NZI, a business division of IAG New Zealand Limited.</p>
you	<p>the person(s) or entity shown as the insured in the schedule.</p>

NZI, a business division of IAG New Zealand Limited, has relationships with brokers and other insurance intermediaries who issue our policies. IAG New Zealand Limited pays remuneration to brokers and insurance intermediaries when they issue NZI policies, and when these policies are renewed or varied.

