NZI Distinction.
Motor vehicle insurance policy wording.



Welcome to your policy

Thank you for choosing NZI Insurance.

This policy wording, along with your policy schedule, contains all the information you need to know about your insurance cover. Please read these carefully and keep them on hand as you will find them useful if you need to make a claim.

How to contact us

If you have any questions about your policy or think it does not provide the cover you need, please contact your broker.

Roadside Assist

For details go to
nzi.co.nz/personal-cover/vehicle-insurance

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Your cover at a glance

This table summarises the cover and does not form part of your policy. Your policy sets out full details about your cover and the limits, exclusions and conditions that apply.

What we cover	
Sudden and accidental loss of or damage to your vehicle	✓
Legal liability	✓
Repair guarantee on repairs by an agreed repairer as part of your claim, while you own your vehicle	✓
Automatic benefits	
Accidental death and permanent disablement	✓
Baby capsules and child car seats	✓
Completion of journey	✓
Denial of access following a natural hazard	✓
Disability modifications	✓
Excess protection (if the identified driver of another vehicle causes damage and we establish they were completely at fault)	✓
Excess-free glass	✓
Excess-free portable charging equipment	✓
Expediting repair expenses	✓
Fire extinguisher replacement or refilling	✓
Hire car or alternative transport after an incident	✓
Home charging interruption	✓
Inability to drive if incapacitated following an accident	✓
Incorrect fuel	✓
Medical expenses	✓
Methamphetamine contamination	✓
Replacement of keys and locks	✓

Automatic benefits (continued)	
Restricted and excluded drivers	✓
Spare parts	✓
Storage of your vehicle after an incident	✓
Temporary cover for additional or replacement vehicles	✓
Towing	✓
Trailer	✓
Trauma	✓
Vinyl wrap replacement	✓
Legal liability – Careless driving defence costs	✓
Legal liability – Temporary vehicles	✓

Roadside Assist

Automatically included with your policy
For terms and conditions go to
nzi.co.nz/personal-cover/vehicle-insurance

Important information about your policy

'You' and 'your' mean any person or entity shown as the Insured in your **policy schedule**. 'We', 'us' and 'our' mean NZI, a business division of IAG New Zealand Limited (IAG).

What your policy is

Your policy is a contract between you and us, and has three parts:

- This policy wording. It explains what we cover and do not cover, your responsibilities, how to contact us and how to make a claim.
- Your **policy schedule**. This contains information specific to you, such as the type of insurance you have, who and what is insured, your **sum insured**, the **period of insurance** and the premium that applies.
- Any addendum, endorsement or warranty that we apply. This may add special terms and conditions to your policy. It may be a separate document or printed in your **policy schedule**.

How to read your policy

Words in **bold** have a special meaning. These words and what they mean are listed in the section 'Definitions'.

Headings, examples and comments are a guide only. They do not change the meaning of your policy. The headings help you find your way around this policy wording. The examples and comments in boxes help you understand how your policy works.

What you must let us know about as soon as possible

You must let us know as soon as possible if any of the following applies:

- your circumstances change, and the change may affect the chance of a claim or the amount of a claim under your policy
- information in your **policy schedule** needs to be amended
- your vehicle has a modification that we have not already approved in writing
- other insurance covers your vehicle
- your vehicle will be **used** in any of the circumstances that are not covered, as listed below in the section 'Vehicle use we cover and do not cover'
- something happens that could lead to a claim under your policy.

Examples of what you must let us know about as soon as possible:

- a new person starts driving your vehicle regularly
- you change the address where you usually keep your vehicle
- you modify your vehicle's engine
- you have a car accident.

See also:

- 'Vehicle use we cover and do not cover' that explains uses we do not cover
- 'Modified vehicle' in the section 'Exclusions' – 'General exclusions'
- 'Change in circumstances' and 'Duplicate insurance' in the section 'Conditions of your cover'
- 'Claims – what you need to do' that explains what else you need to do for a claim.

If you are not sure whether we need to know about something, it is important that you check with us.

30-day cooling-off period for your new, renewed or amended policy

You have a 30-day cooling-off period when any of the following happens:

- You take out your new policy. The cooling-off period begins on the date your policy starts.
- Your policy renews. The cooling-off period begins on the renewal date.
- You amend your policy part way through the **period of insurance**. For example, you increase your **sum insured**. The cooling-off period begins on the date your policy amendment takes effect and only applies to the amendment.

If, for any reason, you change your mind about your policy or the amendment to your policy, we will refund the applicable premium you have paid if both the following apply:

- you let us know within the 30 days
- you have not made a claim under the cover that you have changed your mind about.

We then treat your policy or the amendment to your policy as if it never existed.

You pay the excess

The excess is the first amount of your claim that you must pay. The excess is deducted from your claim settlement or from the policy limit if that is less. Your **policy schedule** or this policy wording shows the different excesses that apply.

For each **incident** the vehicle excess and any other applicable excess applies, unless stated otherwise.

If you insure more than one vehicle with us, the excess applies individually to each vehicle.

If one **incident** results in a claim under more than one section, benefit, or sub-section of a benefit, we deduct only the highest applicable excess.

If one **incident** results in more than one claim under certain personal property policies you hold at the same address, we deduct only the highest excess of the policies you are claiming under. This applies to a boat, car, caravan, contents, home, landlord's, motorcycle, motorhome, residential contract works or trailer policy you have with us or with any other brand underwritten by IAG.

Examples of how we deduct the excess from a claim or the policy limit

Situation: We accept your claim under a benefit that has a limit of $5,000. Your claim is $2,500.
A $500 excess applies.
Since your claim is less than the benefit limit, we deduct the excess from your claim.
Cover: We pay you $2,000.

Situation: We accept your claim under a benefit that has a limit of $2,000. Your claim is $2,500.
A $500 excess applies.
Since the benefit limit is less than your claim, we deduct the excess from the benefit limit.
Cover: We pay you $1,500.

We provide cover if you pay the premium

When you take out your policy, you agree to pay us the premium. In return for paying the premium, we provide the cover outlined in your policy.

What happens if you do not pay on time

The premium must be paid by the due date to keep your policy active. If the premium remains unpaid, we will cancel your policy for non-payment. Cancellation will take effect from the date your policy was paid up to.

We will not pay any claim for anything that happens after the cancellation takes effect.

You may need to make a claim when the premium is overdue but before we cancel your policy for non-payment. If this happens, you must pay the overdue amount as part of the claim settlement process.

What happens when your policy is about to renew

You will receive notification before your policy expires. You should review any offer of renewal to ensure the insurance cover is still appropriate for you.

You are responsible for checking that your **sum insured** is enough to cover **loss** to your vehicle, including its accessories and modifications. If you do not agree with your **sum insured**, please contact us or your broker.

There are conditions you must meet to be eligible for payment of your sum insured as an agreed value in the event of a total loss claim. These conditions are outlined in ‘What we pay for a total loss’ in the section ‘Cover for your vehicle’.

How we collect and use your personal details

We collect and hold personal information in accordance with our privacy policy, which is available on our website. You should also refer to your broker’s privacy policy.

We may share your personal information with our service providers and other parties that have a financial interest in the covered property.

You have the right to access and correct any information that we hold about you by contacting us or your broker.

What we mean by ‘your vehicle’, ‘accessory’ and ‘modification’

‘Your vehicle’, ‘accessory’ and ‘modification’ have special meanings.

Your vehicle

‘Your vehicle’ means your insured vehicle described in your **policy schedule**.

‘Your vehicle’ includes its:

- standard tools supplied by your vehicle’s manufacturer or similar substitute tools
- accessories or spare parts in or on your vehicle
- accessories that have been temporarily removed from your vehicle for security purposes, cleaning or servicing
- modifications.

‘Your vehicle’ does not include:

- fuel
- additives, lubricants or other fluids
- spare parts not in or on your vehicle.

See also ‘Spare parts’ in the section ‘Automatic benefits’.

Accessory

‘Accessory’ means a part of your vehicle that is both:

- fitted to, usually fitted to, or permanently stored in or on your vehicle
- not directly related to the function of your vehicle.

‘Accessory’ does not include mobile phones, laptop computers, tablet computers, or an item that is or would be covered under the ‘Baby capsules and child car seats’ automatic benefit.

Examples of items we cover and do not cover as accessories

Item: Navigation and multimedia equipment, roof racks, bike racks, rooftop tents, fire extinguishers, seat covers and floor mats.

Cover: Yes, if these are usually fitted to or stored in your vehicle.

Item: A GPS unit borrowed from your passenger’s vehicle.

Cover: No.

Modification

'Modification' means any:

- change to your vehicle from the manufacturer's original specification or recommendations
- performance enhancement to your vehicle
- change to the appearance, safety or handling of your vehicle.

We do not cover any modification to your vehicle that prevents it from meeting a Warrant of Fitness or Certificate of Fitness standard.

We do not cover anything under this policy if you have a modification that we have not approved in writing, even if you got the modification after you applied for your policy. For details, see 'Modified vehicle' in the section 'Exclusions' and 'Change in circumstances' in the section 'Conditions of your cover'.

Examples of modifications:

- changes to the engine, suspension, or chassis
- aftermarket custom paintwork.

Examples of what we do not consider to be modifications:

- changes to the stereo
- aftermarket changes to wheels, such as 'mags' or 'alloys'.



Vehicle use we cover and do not cover

Cover applies while any vehicle or trailer is being **used** for any personal or business purposes, except in the circumstances listed below.

Cover is suspended while any vehicle or trailer is being **used** in any of the following circumstances:

- to carry fare-paying passengers such as a taxi, except for private not-for-profit carpooling
- for courier or delivery work
- for a servicing business that involves installation, maintenance or repairs, such as any appliance, electrical, plumbing, glazing or commercial cleaning business
- for the motor trade or a driving instructor profession
- for hire, including through an arrangement between private individuals
- in any type of motor sport, race, or pace making, including any speed test, reliability or other trial
- on any racetrack, including for driver training or track days
- to tow for financial gain or reward, except for being paid back for the normal running costs of the vehicle.

You must let us know as soon as possible if your vehicle will be **used** in any of the above circumstances.

We do not provide any cover if an incident happens while your vehicle, or another vehicle you are driving, is used in the circumstances above.

However, in certain circumstances we may provide cover while a vehicle is being used for a chauffeur-driven special event hire, a club rally or track event, or participating in a professional driving course. Special terms and conditions may apply. Contact us or your broker for more information.

Example of being paid back for the normal running costs of the vehicle

Situation: You help a friend by towing their vehicle. They pay you back for the petrol you used.

Cover: Yes.

If you have selected ‘Laid up cover’

If your **policy schedule** shows you have selected ‘Laid up cover’, you have limited cover under your policy.

We only cover:

- sudden and **accidental loss** to your vehicle that happens during the **period of insurance** in New Zealand in the following situations:
  - while your vehicle is being stored or restored at the address shown in your **policy schedule**
  - while your vehicle is at, or is being taken to or from, a repairer or mechanic for repairs, a routine service or restoration
- ‘Legal liability’.

The following benefits do not apply:

- the ‘Denial of access following a natural hazard’, ‘Excess-free glass’, ‘Hire car or alternative transport after an incident’ or ‘Inability to drive if incapacitated following an accident’ automatic benefits
- the ‘Temporary vehicles’ legal liability automatic benefit

The ‘NZI Roadside Assist’ service is not available for vehicles with ‘Laid up cover’.

Cover for your vehicle

In this section we explain how we cover your vehicle. We also set out what happens and what we pay following **loss** to your vehicle.

What we cover

We cover sudden and **accidental loss** to your vehicle that happens during the **period of insurance** in New Zealand.

What we pay for repairable damage

If we decide the **loss** to your vehicle is economic to repair, at our option we either:

- Arrange to repair the **loss** to your vehicle by a repairer we both agree on. Your vehicle will be repaired as near as reasonably possible to the condition it was in just before the **loss**.
- Pay you the cost of repairs, and you can arrange a repairer of your choice to repair your vehicle. The most we pay is our estimate of the reasonable cost to repair your vehicle as near as reasonably possible to the condition it was in just before the **loss**.

We pay for current industry accepted materials and repair methods.

For an accessory, the most we pay is its **market value** unless stated otherwise in a benefit.

Examples of a repair using a repairer we both agree on and a repair you arrange using your choice of repairer

Situation: You want us to arrange repairs.

Cover: We both agree that a repairer recommended by your vehicle's manufacturer will repair your vehicle as part of your claim. You pay the applicable excesses to the repairer. 'Repair guarantee while you own your vehicle' applies.

Situation: You want to choose the repairer.

Cover: We pay you our estimate of the reasonable cost of repairs, less the applicable excesses, and you arrange for your chosen repairer to do the work. 'Repair guarantee while you own your vehicle' only applies if you use a repairer we have agreed on.

Repair guarantee while you own your vehicle

If your vehicle is repaired by one of our preferred repairers or another repairer we have agreed on as part of your claim, we give you a quality guarantee on the repairs while you own your vehicle.

When making a claim under this guarantee, you must first let us assess your vehicle before any work is started.

If we accept your claim under this guarantee, at our option we either:

- arrange to fix the repairs to your vehicle, using a repairer we both agree on
- pay you our estimate of the reasonable cost to fix the repairs.

We do not cover wear and tear.

Examples of what we cover and do not cover under 'Repair guarantee while you own your vehicle'

Situation: Three years after your vehicle was repaired by a repairer we agreed on, the paint starts to flake off because the painter did not use the correct undercoat.

Cover: Yes.

Situation: Three years after your vehicle was repaired by a repairer we agreed on, the paint starts to fade as would be expected in normal conditions.

Cover: No.

When a part is not available

If any part or tool is unavailable in New Zealand, we pay the reasonable cost to source and ship an equivalent part or tool through a supplier based in New Zealand.

If any part or tool is unavailable in New Zealand or overseas, the most we pay is the reasonable cost of fitting, if applicable, and our choice of:

- The item's last known selling or list price in New Zealand.
- The cost to have the item made in New Zealand.
- Our estimate of the reasonable cost to replace the item with one from a supplier based in New Zealand, that is of equivalent quality and capability, and in the same general condition just before the **loss**. The replacement item will be equal to or better than the original item.

Your contribution to improvements or repairs for damage not covered under your policy

We may ask you to pay the difference or contribute to the cost before starting repairs if either:

- the repairs put your vehicle in a better condition than it was in just before the **loss**
- our assessor identifies damage to your vehicle that is not covered under your policy but needs to be repaired to make your vehicle roadworthy.

If you do not agree to pay, we pay you our estimate of the reasonable cost of repairs, excluding the cost of the improvements or repairs for damage not covered under your policy.

Examples of repairs that may put your vehicle in a better condition:

- replacement of wheels or tyres
- new paintwork.

Examples of damage not covered under your policy:

- bald tyres caused by wear and tear
- rust damage.

For details of other damage not covered under your policy, see 'Vehicle exclusions' in the section 'Exclusions'.

If your vehicle has other damage covered under your policy but not caused by the same incident as your current claim, you may make a separate claim for the other damage. We must accept this separate claim before repairing the other damage. A separate excess may apply to each claim.

What we pay for a total loss

If we decide your vehicle is a **total loss**, at our option we do one of the following:

- pay you your **sum insured** as an agreed value if either of the following apply:
  - the **loss** happened within 24 months after you purchased your vehicle from a licensed motor vehicle dealer and the verified purchase price is your **sum insured**
  - the **loss** happened within 24 months after we have been given an up to date professional valuation for your vehicle and the valuation amount is your **sum insured**
- pay you the **market value**, or your **sum insured** if that is less
- replace your vehicle with a new vehicle of the same model and specification, including on-road costs, if both the following apply:
  - the **loss** happened within 36 months after you purchased your vehicle new, or as an ex-demonstrator (a vehicle used for demonstration and you are the first registered owner), from a licensed motor vehicle dealer
  - the specific model is available in New Zealand
- pay you the international value of your vehicle as agreed between us and you before your policy started if it is recognised as a limited production vehicle and we cannot get a comparable value locally.

If you choose to keep your vehicle, we deduct the salvage value of your vehicle using an independent professional valuation before we settle your claim.

After we settle a total loss claim

After we settle a **total loss** claim, all the following apply:

- we cancel your policy with effect from the end of the day of the **loss**
- we do not refund or credit any premium
- your vehicle and any salvage become our property, if you choose not to keep your vehicle
- we deregister your vehicle if required by law, including if you choose to keep your vehicle.

If the claim was for your stolen vehicle and the vehicle is later recovered, you must let us know as soon as possible.

If you choose not to keep your vehicle after a total loss, we keep any salvage as well as any refunds, such as for the unused portion of the vehicle licence (registration).

Your policy is automatically cancelled after we settle a total loss claim. If you keep your vehicle and want to start new cover for it, you must apply for a new policy.

For examples of how a claim payment might be calculated, see ‘How we pay claims – some examples’ at the end of this document.

Automatic benefits

You automatically get the following benefits. The terms and conditions of your policy apply.

The amounts we pay under these benefits are included in the amounts payable under 'Cover for your vehicle', unless stated otherwise in a benefit.

Accidental death and permanent disablement

If you, your **partner** or your **family** sustains an injury listed below, connected to **loss** covered under your policy, we pay the following amounts:

- $10,000 for death
- $2,500 for the permanent total loss of sight of an eye
- $2,500 for the permanent total loss of use of a hand
- $2,500 for the permanent total loss of use of a foot.

The most we pay for an **event** is $10,000.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

We do not pay for death resulting from suicide or for a self-inflicted injury.

In this benefit, 'injury' means a bodily injury caused solely and directly by violent, accidental, external and visible means.

Baby capsules and child car seats

We cover sudden and **accidental loss** to your baby capsule or child car seat while it is in any vehicle or temporarily removed from a vehicle for security purposes, cleaning or servicing. This includes where the item has no visible damage but in our opinion its safety is compromised.

We pay the reasonable cost to replace your baby capsule or child car seat, or any part of it, with a new one.

We cover baby capsules and child car seats in your vehicle belonging to other people in the same way as we cover yours, if the **loss** is not insured elsewhere.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

If your claim is only for baby capsules or child car seats, you do not pay an excess and we do not adjust your claim-free discount.

Completion of journey

If we accept a claim for **loss** to your vehicle that leaves it undriveable, we pay the reasonable costs you incur for the following:

- To move your vehicle from where the **loss** happened to the nearest repairer, place of storage or safe place on your journey.

  We also pay the reasonable costs of the following if we approve them first to:

  - move your vehicle to a repairer or place of storage near your home if repairs cannot be completed during your journey

  - return your vehicle to your home after repairs are complete
  - return your vehicle to your home, or a repairer or place of storage near your home, if it is stolen and recovered before a **total loss** claim is settled.

  Cover extends to your trailer covered under the 'Trailer' automatic benefit.

- For temporary repairs to make your vehicle roadworthy so you can get to your destination or to a repairer. The temporary repairs must be both:
  - necessary to keep your vehicle secure or to get back on the road safely
  - directly related to the **incident** that caused the **loss**.
- To transport you, your passengers and domestic pets in your vehicle, from the place where the **loss** happened to your home or to your nearest immediate destination if closer.
- For accommodation for you, your passengers and domestic pets in your vehicle.

If someone else drives your vehicle with your permission, we cover them under this benefit as if they were you.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

If you have other cover with us for completion of journey, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

Denial of access following a natural hazard

We provide cover for a hire car or alternative transport if both the following apply:

- you cannot recover your vehicle from a building or carpark
- the only reason you cannot recover your vehicle is because a government or local authority has denied access to the building or carpark due to safety concerns following a natural hazard.

The most we pay for hiring a car or for alternative transport during the **period of insurance** is $10,000.

Except where the terms and conditions of this benefit differ, your claim is settled in accordance with the applicable terms and conditions under the:

- 'Hire car or alternative transport after an incident' automatic benefit
- 'Temporary vehicles' legal liability automatic benefit.

In this benefit, 'natural hazard' means damage caused by earthquake, hydrothermal activity, landslide, tsunami, volcanic activity, or natural hazard fire. 'Natural hazard fire' means fire caused by, or connected to, any other natural hazard.

Disability modifications

We pay the reasonable cost of modifications to your vehicle if both the following apply:

- you, your **partner** or your **family** sustains an injury connected to **loss** covered under your policy
- the injury involves the permanent total loss of use of a hand, foot or limb.

We only pay the costs incurred above any amount payable by the Accident Compensation Corporation (ACC) or any other insurer.

The most we pay for an **event** is $10,000.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

We do not pay for a self-inflicted injury.

In this benefit, 'injury' means a bodily injury caused solely and directly by violent, accidental, external and visible means.

Excess protection

If we accept a claim for **loss** to your vehicle caused by the driver of another vehicle, we refund your excess and do not adjust your claim-free discount if all the following apply:

- you give us the correct registration number of the other vehicle and other information we need to contact the driver and confirm their involvement, including their name and phone number
- the driver of the other vehicle acknowledges to us, or we can establish, that they were completely at fault
- you give us reasonable help to recover costs incurred through your claim.

Excess-free glass

If your claim is only for sudden and **accidental loss** to the windscreen, window glass, sunroof, moonroof or driving lights of your vehicle, you do not pay an excess and we do not adjust your claim-free discount.

Cover includes parts of the windscreen, window glass, sunroof, moonroof or driving lights such as tinting, demisters, rain sensors and the necessary recalibration of sensors associated with the glass.

If your vehicle is fitted with original manufacturer glass, we pay the reasonable cost to replace it with its original glass.

However, this benefit does not apply to claims involving any repairs to your vehicle that are necessary for the glass to be fitted.

If your claim involves any of these, we may accept your claim under 'What we cover' in 'Cover for your vehicle' (and an excess may apply).

If we settle your claim by paying you the cost of repairs, the most we pay is our estimate of the reasonable cost of repairs.

For details, see 'What we pay for repairable damage' in 'Cover for your vehicle'.

Example of repairs necessary for the glass to be fitted

Situation: Your windscreen needs to be replaced after an accident. Damage around the windscreen caused by the accident needs to be repaired before the new windscreen can be fitted.

Cover: The 'Excess-free glass' automatic benefit does not apply. You pay an excess if we accept your claim under 'What we cover' in 'Cover for your vehicle'.

Excess-free portable charging equipment

If your vehicle is an electric or hybrid vehicle and your claim is only for sudden and **accidental loss** to your vehicle's portable charging equipment, you do not pay an excess and we do not adjust your claim-free discount.

Expediting repair expenses

If we accept a claim for **loss** to your vehicle, we pay the reasonable costs of express freight for parts or accessories and overtime labour charges needed to expedite repairs to your vehicle.

The most we pay for an **event** is an additional 50% of our estimate of the reasonable cost of repairs.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

Fire extinguisher replacement or refilling

If a fire extinguisher accessory of your vehicle is used in an attempt to put out a fire or rescue someone, we pay the reasonable cost to replace or refill it. If your claim is only to replace or refill the fire extinguisher, you do not pay an excess.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

If you have other cover with us for fire extinguisher replacement or refilling, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

We do not cover a fire extinguisher that has expired or that is of a commercial grade.

If your claim is for a different type of **incident**, the most we pay for a fire extinguisher accessory of your vehicle is its **market value**.

Hire car or alternative transport after an incident

If we accept a claim for **loss** to your vehicle, we pay the reasonable cost incurred of a hire car or alternative transport while any of the following applies:

- your vehicle is being repaired
- your vehicle is undriveable while awaiting repair
- you are waiting for a **total loss** claim to be settled.

We pay for one or any combination of the following:

- a taxi, alternative rideshare or public transport reimbursement
- a hire car for a single hire period, if both the following apply:
  - the hire car is a passenger vehicle
  - you pay for all running costs, supplementary costs and add-ons, such as petrol, tolls and GPS hire.

The most we pay is $150 per day up to $10,000 for an **event**.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

We do not pay anything under this benefit after your repaired vehicle is returned to you, or a **total loss** claim is settled.

See also 'Temporary vehicles' in the section 'Legal liability – automatic benefits'.

Home charging interruption

If your vehicle is an electric or hybrid vehicle, and your home is insured with us, we pay the reasonable cost you incur to charge your vehicle away from home, if either of the following applies:

- you cannot access or use your home charging point because of **loss** to your home that is covered under your home policy
- you cannot access or use your home charging point because of damage, maintenance or repairs to the road, driveway or pathway providing access to your home.

Cover under this benefit ends once functionality of, or access to, your home charging point is restored.

The most we pay for an **event** is $5,000.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

You do not pay an excess and we do not adjust your claim-free discount.

Inability to drive if incapacitated following an accident

We provide cover for a hire car or alternative transport if both the following apply:

- your, your **partner's** or your **family's** New Zealand driver licence is revoked by the applicable authority or a medical practitioner
- the driver licence is revoked due to incapacitation resulting from **loss** covered under your policy.

The most we pay for hiring a car or for alternative transport for an **event** is $1,500.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

Except where the terms and conditions of this benefit differ, your claim is settled in accordance with the applicable terms and conditions under the:

- 'Hire car or alternative transport after an incident' automatic benefit
- 'Temporary vehicles' legal liability automatic benefit.

Incorrect fuel

We cover **loss** to your vehicle caused by the **accidental** use of:

- the incorrect fuel type in its fuel tank
- any engine additive or vehicle liquid in its fuel tank.

We pay the reasonable cost to remove the fuel, engine additive or vehicle liquid and repair your vehicle. You or the driver must take action to prevent further **loss** as soon as reasonably possible after you or they realise the mistake.

We do not cover replacement of the fuel, engine additive or vehicle liquid, or **loss** caused by any of the following:

- using any contaminated fuel, contaminated engine additive or contaminated vehicle liquid
- intentionally using the incorrect fuel
- driving your vehicle using the incorrect fuel if you or the driver do not stop when safe to do so once you or they realise the mistake
- using the incorrect octane level fuel over time
- 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:

- you put petrol in a diesel engine
- you put diesel in a petrol engine
- you put an exhaust emissions additive in a fuel tank.

Medical expenses

We pay the reasonable medical costs incurred by you, your **partner**, your **family** or other passengers in your vehicle, because of an injury connected to **loss** covered under your policy. Medical costs include costs for medical, surgical, therapeutic, dental or nursing treatment (including x-rays).

The most we pay for an **event** is $1,000.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

We do not pay for a self-inflicted injury.

We only pay the costs incurred above any amount payable by the Accident Compensation Corporation (ACC) or any other insurer.

In this benefit, 'injury' means a bodily injury caused solely and directly by violent, accidental, external and visible means.

Methamphetamine contamination

If your vehicle sustains contamination damage connected to it being stolen, at our option we do one of the following:

- Arrange to remediate your vehicle.
- Pay you the reasonable cost to remediate your vehicle. The most we pay is our estimate of the reasonable cost of remediation.
- Decide your vehicle is a **total loss**. For details, see 'What we pay for a total loss' and 'After we settle a total loss claim' in 'Cover for your vehicle'.

We do not cover contamination damage caused by, or connected to, any of the following:

- you or a member of your family
- your **partner** or a member of their family
- a person who has your permission to **use** your vehicle
- a trustee or beneficiary of a trust that owns your vehicle
- a director or shareholder of a company that owns your vehicle.

In this benefit, some words have specific meanings:

- 'Contamination damage' means damage caused by methamphetamine contamination that exceeds the contamination level.
- 'Contamination level' means the applicable guideline value for indoor surface contamination as set out in the most recent version of the guidelines followed by the Ministry of Health.
- 'Methamphetamine' means the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975. 'Methamphetamine' includes any of their precursor chemicals and by-products.
- 'Remediate' means to reduce the level of methamphetamine contamination to below the contamination level.

Replacement of keys and locks

We pay the reasonable cost to replace keys and locks if your claim is only for keys to your vehicle that are lost, stolen or believed on reasonable grounds to have been duplicated without your permission.

You do not pay an excess and we do not adjust your claim-free discount.

However, if your keys sustain sudden and **accidental** damage, we settle your claim in accordance with the terms and conditions under 'Cover for your vehicle'. We deduct the applicable excess from your claim settlement.

Restricted and excluded drivers

If your **policy schedule** shows that you only have cover for drivers who are specifically named or that drivers under 25 years of age are excluded, these driver restrictions do not apply in certain circumstances. These driver restrictions do not apply if we would otherwise pay a claim for **loss** caused by any of the following:

- fire
- theft or attempted theft
- another person **using** your vehicle in any of the following circumstances:
  - to repair or service your vehicle in their professional capacity as a member or employee of the motor trade
  - to provide a 'Dial a driver' or similar commercial service to you or any other person covered under your policy
  - to provide a valet parking service to you or any other person covered under your policy
  - for a medical emergency.

Spare parts

We cover sudden and **accidental loss** to a spare part for your vehicle, if the item is securely stored at the address shown in your **policy schedule** or another secure storage area.

At our option, we pay either:

- the cost incurred to repair the item, as near as reasonably possible to the same condition it was in just before the damage, if we decide it is economic to repair the item
- our estimate of the reasonable cost to replace the item with one from a supplier based in New Zealand, that is of equivalent age, quality and capability, and in the same general condition just before the **loss**.

If any part is unavailable from a supplier in New Zealand, the most we pay is in accordance with the terms under 'When a part is not available' in 'Cover for your vehicle'.

The most we pay for an **event** is $20,000, unless a different limit for spare parts is shown in your **policy schedule**.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

If you have other cover with us for spare parts for your vehicle, we pay for the parts under only one policy for an **event**, being the policy most favourable to you.

Storage of your vehicle after an incident

If we accept a claim for **loss** to your vehicle, we pay the necessary and reasonable cost to store it at a location we agree until one of the following happens:

- your vehicle can be repaired
- we settle your claim.

This includes the cost to transport your vehicle to and from a repairer.

If we decide the storage is no longer necessary, we may move your vehicle or ask you to move it to another location we agree. Any further costs, or parking or other requirements, are your responsibility.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

Temporary cover for additional or replacement vehicles

If you purchase an additional vehicle or a replacement vehicle for your vehicle, we cover that vehicle under your policy in the same way as we cover your vehicle if all the following apply:

- the other vehicle is involved in an **incident** within 60 days of the purchase
- the other vehicle is not yet insured
- the other vehicle is one we would cover under your policy
- you apply to insure the other vehicle with us within 60 days of the purchase
- the purchase price of the other vehicle is the sum insured
- you accept any special terms and conditions we apply
- you pay any additional premium we require.

We set up a new policy for the other vehicle. The start date of the new policy is the date you purchased the other vehicle.

Example of what we would cover under this benefit

Situation: You purchase a second vehicle. It is damaged in an accident one week later, before you insure it.

Cover: We set up a new policy for your second vehicle. Your second vehicle is covered for the damage as if it was your vehicle.

Towing

We pay the necessary and reasonable towing and rescue costs incurred if you are unable to drive your vehicle in any of the following circumstances, and if we approve these costs first:

- Your vehicle sustains **loss**, and we accept a claim for that **loss**. We pay to move your vehicle to the nearest repairer or secure place.
- You become ill or injured on your journey and no passenger can drive your vehicle for you. We pay to move your vehicle to the nearest secure place.

If someone else drives your vehicle with your permission, we cover them under this benefit as if they were you.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

Trailer

We cover sudden and **accidental loss** to your trailer.

At our option, we pay you either:

- our estimate of the reasonable cost to repair your trailer as near as reasonably possible to the condition it was in just before the **loss**
- the estimated reasonable cost to replace your trailer with one of the same make, model, year, specification and condition just before the **loss**.

The most we pay for an **event** is $10,000.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

You pay an excess of $100.

We do not adjust your claim-free discount.

Your trailer is also covered as if it was your vehicle under:

- The 'Excess protection', 'Storage of your vehicle after an incident' and 'Towing' automatic benefits.
- 'Legal liability'. Cover for legal liability applies whether or not your trailer is attached to any vehicle. We do not cover legal liability for **loss** to property being carried by or loaded into or unloaded from your trailer.

In this benefit, 'trailer' means any general-use trailer that is all the following:

- owned by you or in your care
- not covered under any other insurance
- **used** in accordance with 'Vehicle use we cover and do not cover'.

'Trailer' does not include any:

- caravan, boat trailer, camper trailer, horse float or vehicle transporter
- contents, equipment or accessories of any trailer.

Trauma

We pay the reasonable cost of professional counselling services incurred by you, your **partner**, your **family** or other passengers in your vehicle, because of an **injury** connected to **loss** covered under your policy.

The most we pay for an **event** is $1,000.

The amount we pay is in addition to any payment under 'Cover for your vehicle'.

Vinyl wrap replacement

If we accept a claim for **loss** to your vehicle, we pay the reasonable cost of replacing the coloured vinyl wrap on your vehicle with vinyl of the same or equivalent specification, if all the following apply:

- your vehicle was fully wrapped in coloured vinyl at the time of the **loss**
- the coloured vinyl was applied to your vehicle no more than 7 years before the time of the **loss**
- the coloured vinyl has not cracked, peeled, shrunk, split or faded, beyond what is reasonably expected for vinyl of that age.

We do not cover any vinyl wrap on your vehicle that was not disclosed to us and approved by us in writing before the **loss** happened.

See also 'Modified vehicle' in the section 'Exclusions' and 'Change in circumstances' in the section 'Conditions of your cover'.

Legal liability

In this section, we explain how we cover your legal liability and the legal liability of another person. We also set out the most we pay for legal liability.

What we cover

We cover your legal liability for **loss** to another person's property or **injury** to another person through the **use** of a vehicle, including towing a trailer or caravan attached to that vehicle. Cover includes your legal liability for general average or salvage charges following your vehicle being carried by ship.

Your legal liability when you use your vehicle

We cover your legal liability resulting from:

- **accidental loss** to another person's property, including loss of use and the cost to remove debris from a road or adjacent area
- **injury** to another person.

Cover applies if the **loss** or **injury** is caused by your **use** of your vehicle, including towing a trailer or caravan attached to your vehicle, during the **period of insurance** in New Zealand.

Cover includes:

- defence and other legal costs and expenses incurred, that we approve first
- costs that a court orders you to pay
- **reparation**.

Your legal liability when you use another person's vehicle

We cover your legal liability caused by your **use** of a vehicle that another person owns, including towing a trailer or caravan attached to that vehicle. We cover this in the same way as we cover you when you **use** your vehicle. Both the following must apply:

- you have the owner's permission to **use** the vehicle, or to tow the trailer or caravan
- the liability is not covered under any other insurance.

The terms and conditions of your policy apply, including 'Vehicle use we cover and do not cover'.

We do not cover **loss** to the vehicle, or trailer or caravan attached to the vehicle, that you are **using**, or the excess under any other insurance. However, this does not apply to the extent cover is provided under the 'Temporary vehicles' legal liability automatic benefit.

Another person's legal liability when they use your vehicle

We cover another person's legal liability caused by their **use** of your vehicle, including towing a trailer or caravan attached to your vehicle. We cover their legal liability in the same way as we cover your legal liability. Both the following must apply:

- the other person has your permission to **use** the vehicle, or to tow the trailer or caravan
- the liability is not covered under any other insurance.

The terms and conditions of your policy apply, including 'Vehicle use we cover and do not cover'.

Your employer's legal liability when your vehicle is used for work

We cover your employer's vicarious liability caused by your **use** of your vehicle for your employer's business, including towing a trailer or caravan attached to your vehicle. We cover their vicarious liability in the same way as we cover your legal liability. The same cover applies when another employee **uses** your vehicle, or tows a trailer or caravan attached to your vehicle, with your permission.

We do not cover:

- liability that is covered under any other insurance
- liability to your employer
- loss or damage to your employer's property in your care.

The terms and conditions of your policy apply, including 'Vehicle use we cover and do not cover'.

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

General average or salvage charges for vehicles on a ship

We cover general average or salvage charges for which you are legally responsible as a result of your vehicle being carried by ship between places in New Zealand.

Cover extends to your trailer covered under the 'Trailer' automatic benefit.

> 'General average' is a marine term that describes how the cost of losses will be shared between people with property on the ship.

What we pay

Limits apply to what we pay for legal liability.

The most we pay for legal liability

The most we pay for an **event**, including all legal liability, costs, expenses and **reparation**, is:

- $20,000,000 for liability for **loss** to property, including loss of use and removal of debris
- $2,000,000 for liability for **injury**.

However, the most we pay in total for an **event** involving both **loss** to property and **injury** is $20,000,000.

If your claim is only for legal liability, you do not pay an excess.

The amount we pay is in addition to any other payment under your policy.

Full and final settlement for legal liability

We may pay the full amount under this part of your policy, or any lesser amount for which the legal liability can be settled. This payment will meet all our obligations under this part of your policy.

Legal liability – automatic benefits

The terms and conditions of your policy apply to these automatic benefits.

Careless driving defence costs

We pay the following reasonable legal costs for careless driving causing death, if we approve the costs first:

- legal defence costs and expenses to defend a charge of careless driving causing death
- costs for legal representation at any inquiry or coroner's inquest connected to a death caused by careless driving.

We cover:

- you or your **partner** driving your vehicle
- your **family** driving your vehicle with your permission
- you or your **partner** driving a vehicle neither of you own, if the owner has given their permission for it to be driven and the costs are not insured elsewhere.

The most we pay during the **period of insurance** is $10,000.

The amount we pay is in addition to any other payment under your policy.

You do not pay an excess.

Temporary vehicles

If we accept a claim for **loss** to your vehicle, we cover your legal liability for **loss** to a courtesy vehicle or hire car you have while:

- your vehicle is being repaired
- your vehicle is undriveable while awaiting repair
- you are waiting for a **total loss** claim to be settled.

We cover the courtesy vehicle or hire car as if it was your vehicle.

You pay the vehicle excess and any other excess that would have applied if the claim was for your vehicle. This excess is in addition to any other excess that applies to your current claim.

See also 'Your legal liability when you use another person's vehicle' in the section 'Legal liability'.

Exclusions – what we do not cover

This section explains what we do not cover. It is divided into three sub-sections – vehicle exclusions, liability exclusions and general exclusions.

See also 'Vehicle use we cover and do not cover', which sets out the circumstances and vehicle **use** that will suspend all cover under your policy.

Vehicle exclusions

The following exclusions apply to your vehicle.

Types of loss

We do not cover any:

- depreciation
- wear and tear, rust or corrosion
- rot, mould or mildew, or gradual deterioration
- loss of use
- consequential loss.

However, this exclusion does not apply to the extent cover is provided under 'Legal liability' or an automatic benefit.

Examples of consequential loss we do not cover

Situation: We accept a claim for your stolen vehicle. You need to take time off work to purchase a new vehicle.

Cover: We do not cover your lost wages from taking time off work.

Situation: Your vehicle is damaged in an accident and we accept your claim.

Cover: We pay to repair the damage, but do not cover any loss in value of your vehicle following the accident.

Breakdown or failure

We do not cover any mechanical, electrical or electronic breakdown, wearing out or failure (including where this is a result of an external source).

However, this exclusion does not apply:

- to breakdown or failure that is a direct result of **loss** from an external source that is covered under 'Cover for your vehicle'
- to the extent cover is provided under the 'Incorrect fuel' automatic benefit.

Example of what we cover and do not cover

Situation: A fault in your vehicle's electronic system causes a collision.

Cover: We do not cover the fault. We cover the cost to repair the damage caused by the collision.

Defects and faults

We do not cover any **loss** caused by, or connected to, any:

- defect, including a structural defect
- faulty design
- faulty work, except as provided under 'Repair guarantee while you own your vehicle' in 'Cover for your vehicle'.

This exclusion only applies to the property directly affected and not to sudden and **accidental loss** to other parts of your vehicle resulting from the defect, faulty design or faulty work.

Example of sudden and accidental loss to other parts of your vehicle resulting from a defect

Situation: A defect in your windscreen wipers causes scratches across your windscreen.

Cover: We do not cover the defective windscreen wipers. We cover the cost to repair the damage to the windscreen.

Incorrect fuel or additive

We do not cover any **loss** caused by, or connected to, any of the following:

- using the incorrect fuel type or octane level
- using an engine additive or vehicle liquid incorrectly
- using any contaminated fuel, contaminated engine additive or contaminated vehicle liquid.

However, this exclusion does not apply to the extent cover is provided under the 'Incorrect fuel' automatic benefit.

Pre-existing damage

We do not cover any:

- damage to your vehicle that existed at the time you took out your policy
- damage to your vehicle that was left unrepaired from a previous claim
- damage as part of a claim if the damage to your vehicle was caused by a different **incident** to the one related to your current claim.

Example of pre-existing damage caused by a different incident

Situation: We accept a claim for damage to a door of your vehicle. Your vehicle's bonnet was damaged in a different incident.

Cover: We do not cover the bonnet as part of the current claim. You may make a separate claim for the bonnet. A separate excess may apply to each claim.

Tyres

We do not cover tyres for any:

- damage caused by braking
- wear and tear
- punctures, cuts or bursts, unless these result from either:
  - **loss** for which we accept a claim
  - malicious damage.

This exclusion also applies if a tyre needs to be repaired or replaced so your vehicle can be released to you as part of a claim.

Examples of what we cover and do not cover

Situation: You are driving your vehicle and are involved in a nose-to-tail crash. Your tyre is damaged as a result of this crash.

Cover: We cover the cost to repair or replace the damaged tyre as part of the cost of repairing your vehicle.

Situation: Your tyre has a puncture and deflates. As a result of the flat tyre, you crash your vehicle.

Cover: We do not cover the tyre puncture. We cover the cost to repair the damage to your vehicle caused by the crash.

Undamaged parts

We do not cover costs relating to any undamaged part of your vehicle, unless we decide this is necessary to repair the **loss** covered.

Example of what we do not cover

Repainting an undamaged panel to match the paint on a repaired panel.

Liability exclusions

We do not cover any liability for **loss** to property that you own, or that is in your care or in the care of any other person covered under your policy.

However, this exclusion does not apply if the property is any of the following:

- a disabled vehicle being towed by any vehicle in accordance with your policy terms and conditions
- personal effects belonging to a passenger in any vehicle, and the effects are in the vehicle at the time of the **incident**
- a courtesy vehicle or hire car, to the extent cover is provided under the 'Temporary vehicles' legal liability automatic benefit
- a trailer, to the extent cover is provided under the 'Trailer' automatic benefit.

We do not cover any liability connected to any of the following:

- **Loss** to property being carried by or loaded into or unloaded from, any vehicle, or a trailer or caravan attached to it. However, this exclusion does not apply if the property is personal effects belonging to a passenger in the vehicle, and the effects are in the vehicle at the time of the **incident**.
- The ownership, **use** or maintenance of any vehicle within the restricted area of an airport.
- Any contract or agreement, unless you would have been liable even without the contract or agreement.
- Costs resulting from the prosecution of any offence under any Act of Parliament including any regulations, except as provided under the 'Careless driving defence costs' legal liability automatic benefit.
- Personal injury if cover is available under the Accident Compensation Act 2001. We also do not cover the injury if the Accident Compensation Corporation (ACC) would have covered a claim if one had been lodged or lodged on time.

  We do not cover a claim that ACC has rejected.

General exclusions

We do not provide any cover, including for loss, damage or liability, in any of the following circumstances.

Alcohol, drugs or other intoxicating substances

We do not cover anything if any of the following applies to the person **using** the vehicle:

- they have a breath or blood alcohol level over the legal limit
- they refuse to take a saliva, breath or blood test, or a compulsory impairment test following an accident, as required by law
- they are affected by a drug or other intoxicating substance, including alcohol, to such an extent that they cannot properly control the vehicle
- they do not stop or stay at the scene following an accident, as required by law.

However, this exclusion does not apply if your vehicle was stolen or subject to attempted theft when the **incident** happened, and a police report has been filed for the theft or attempted theft.

Communicable disease

We do not cover anything connected to, or contributed to by, any:

- communicable disease contamination
- loss of value or loss of use of your vehicle resulting directly or indirectly from communicable disease contamination
- actual or alleged transmission of any communicable disease or the threat or fear of such transmission.

In this exclusion, some words have specific meanings:

- 'Communicable disease' means any:
  - disease stated to be a quarantinable disease under the Health Act 1956
  - disease in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002
  - disease in respect of which a pandemic or epidemic has been declared by the World Health Organization or the New Zealand government or any New Zealand government agency or lawful authority
  - disease declared by the World Health Organization to be a Public Health Emergency of International Concern
- 'Communicable disease contamination' means the actual, suspected or potential presence, or the threat or fear of such presence, of any communicable disease at, in or on your vehicle.

Computer systems

We do not cover anything caused by, or connected to, the unavailability or corruption of, or failure to access, process, use or operate, any computer or electronic system that forms part of your vehicle.

It does not matter how the unavailability, corruption or failure happened. For example, the unavailability, corruption or failure may be connected to a breakdown, fault or defect, or an external source. An external source may be a computer virus or someone accessing any of your vehicle's computer or electronic systems without your permission.

However, this exclusion does not apply to any:

- unavailability, corruption or failure that is a direct result of **accidental loss** caused by non-electronic means that is otherwise covered under 'Cover for your vehicle'
- sudden and **accidental loss** to other parts of your vehicle resulting from the unavailability, corruption or failure, that is otherwise covered under 'Cover for your vehicle'
- legal liability you have for **loss** to another person's property, or **injury** to another person, resulting from the unavailability, corruption or failure, that is otherwise covered under 'Legal liability'.

Example of sudden and accidental loss to other property because a computer system is unavailable

Situation: Your vehicle's computer system is hacked and your brakes stop working. You crash into another vehicle because your brakes did not work.

Cover: We do not cover your brakes. We cover the cost to repair the damage to your vehicle caused by the crash and your legal liability for damage to the other vehicle.

Confiscation

We do not cover anything caused by, or connected to, any:

- confiscation, nationalisation, requisition or acquisition under an order
- destruction of or damage to property under an order.

By 'order', we mean a government order, public or local authority order, or an order under an Act of Parliament or Regulation.

However, this exclusion does not apply if that order is required to prevent or control **loss** that would otherwise have been covered under your policy.

Electronic data

We do not cover lost electronic data, or anything caused by, or connected to, lost electronic data.

However, this exclusion does not apply to any:

- Sudden and **accidental loss** to other property directly resulting from lost electronic data, if the **loss** and property are covered under your policy.
- Cover provided under the 'Replacement of keys and locks' automatic benefit.
- Claim covered under 'Cover for your vehicle' for any electrical or electronic hardware component or system of your vehicle. In this case, we pay the reasonable cost to restore, reset or reprogramme any:
  - software, programs or other coded instructions to restore manufacturer's settings
  - hardware components or systems that need work as part of repairing damage to other parts of your vehicle.

In this exclusion, 'electronic data' means information changed to a form usable for communications, processing or controlling. This includes, for example, software, programs and other coded instructions for data processing or controlling electronic equipment.

Fines and damages

We do not cover any fine, penalty, or punitive or exemplary damages.

Illegal, unsafe or unroadworthy

We do not cover anything caused by, or connected to, any vehicle being **used** in any of the following circumstances:

- for an illegal purpose
- in an illegal or unsafe way
- in a condition that is unroadworthy or would not meet a Warrant of Fitness or Certificate of Fitness standard just before the **loss**, and the driver should have known that this **use** or condition could result in a claim.

This exclusion only applies if the excluded **use** or condition of the vehicle contributed to the **incident**.

However, this exclusion does not apply if your vehicle was stolen or subject to attempted theft when the **incident** happened, and a police report has been filed for the theft or attempted theft.

Example of an incident caused by the condition of your vehicle

Situation: Your vehicle fails a Warrant of Fitness check due to worn brakes. Your vehicle is then damaged in an accident, colliding with another vehicle, partly because the worn brakes meant you could not stop in time.

Cover: No. We do not cover the damage to your vehicle or your liability for damage to the other vehicle.

Incidents outside New Zealand

We do not cover anything that happens outside New Zealand.

Incidents outside the period of insurance

We do not cover anything that happens outside the **period of insurance**.

Intentional or reckless acts

We do not cover anything caused by, or connected to, any intentional or reckless act or failure to act. This exclusion applies whether the action or inaction was by you, by any other person covered under your policy or by any person who has your consent or implied consent to **use** the vehicle.

Modified vehicle

We do not cover anything if your vehicle has been modified, unless we have been given details of all the modifications and have agreed to those modifications in writing.

However, this does not apply to the extent cover is provided under the ‘Disability modifications’ automatic benefit.

You must let us know as soon as possible if you modify your vehicle. If you are not sure whether something is a modification it is important that you check with us.

We may cancel or change the terms of your policy as a result of any new information.

For details, see ‘Change in circumstances’ in the section ‘Conditions of your cover’.

Nuclear contamination and activity

We do not cover anything caused by, or connected to, any:

- ionising radiation or contamination by radioactivity from any nuclear fuel
- ionising radiation or contamination by radioactivity from any nuclear waste from the combustion or fission of nuclear fuel
- nuclear weapons material
- nuclear power plants, including the use or escape of any nuclear fuel, material or waste.

Sanctions

We do not provide any cover or benefit, or pay anything in connection with your policy, including any premium refund, if doing so may breach or risk exposure to any:

- sanctions, prohibitions or restrictions under United Nations resolutions
- trade or economic sanctions, laws or regulations of New Zealand, Australia, Singapore, the United Kingdom, the United States of America or the European Union.

Seepage, pollution or contamination

We do not cover anything caused by, or connected to, seepage, pollution or contamination, including the cost to clean up.

However, this exclusion does not apply if either:

- the **incident** is caused by a sudden and **accidental event**, if the **incident** is otherwise covered under your policy
- the **loss** is covered under the 'Methamphetamine contamination' automatic benefit.

Terrorism

We do not cover anything connected to, or contributed to by, any:

- terrorism that involves any biological, electromagnetic, chemical, radioactive or nuclear pollution, contamination or explosion
- controlling, preventing, suppressing, retaliating against or responding to terrorism as described in the point above.

In this exclusion, 'terrorism' includes any act, threat of action or preparation for action, by a person or group acting alone or in connection with any organisation or government, which is any of the following:

- designed to influence any rightful or actual government or intimidate the public
- in pursuit of political, religious, ideological, or similar purposes.

The act, threat or preparation involves any of the following:

- violence against any person
- damage to property
- endangering of life, except that of the person committing the action
- risk to the health or safety of any person
- anything designed to interfere with or disrupt an electronic system.

Unlawful substances

We do not cover anything caused by, or connected to, contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975, except as provided under the 'Methamphetamine contamination' automatic benefit.

Unlicensed drivers

We do not cover anything if any of the following circumstances apply:

- you or the driver of your vehicle does not meet the conditions of your or their driver licence
- you or the driver of your vehicle does not hold a driver licence appropriate for the class of the vehicle
- you or the driver of your vehicle is not legally allowed to drive in New Zealand.

This exclusion also applies when you drive another person's vehicle.

However, this exclusion does not apply if your vehicle was stolen or subject to attempted theft when the **incident** happened, and a police report has been filed for the theft or attempted theft.

War

We do not cover anything caused by, or connected to (including controlling, preventing or suppressing), any:

- war
- invasion
- act of foreign enemy
- hostilities (whether war is declared or not)
- civil war
- insurrection
- rebellion
- revolution
- military or usurped power.

Weapons

We do not cover anything caused by, or connected to, any chemical, biological, biochemical or electromagnetic weapon.

Claims – what you need to do

This section explains your responsibilities, what you must get our agreement to first and what we may do as part of a claim.

What you must do

If anything happens that may lead to a claim, you must take all the following steps:

- do what you can to take care of the covered property and prevent any further loss, expense or liability
- let us know as soon as possible
- file a police report as soon as possible if you think an illegal act is involved
- keep anything that is or could be part of a claim
- let us or anyone acting on our behalf assess the covered property before any repairs are started, except for temporary repairs provided under the 'Completion of journey' automatic benefit
- send us as soon as possible anything you receive from another person about a claim or possible claim against you
- let us know as soon as possible if you are charged with any offence connected to the **use** of any vehicle that resulted in **loss** to another person's property or **injury** to another person
- provide any information or documents we require as soon as possible
- attend any meetings, or court hearings to give evidence, if we require this
- give us any help we ask for.

What you must get our agreement to first

As part of a claim, you must get our agreement before you do any of the following:

- incur any expenses connected to a claim under your policy, except for expenses provided under the 'Completion of journey' automatic benefit
- remove anything that is fixed to your vehicle
- negotiate, pay, settle, admit or deny a claim against you
- do anything that may affect our rights of recovery
- negotiate, offer to pay, or pay any **reparation**, such as make an offer as part of a pre-trial conference or sentencing hearing.

What we may do

As part of a claim, we may decide to act on your behalf to do any of the following:

- Negotiate, defend or settle a claim against you that is covered under your policy. We cover the reasonable legal costs of these actions.
- Recover anything covered under your policy from another person. If we do this, we may also recover any uninsured loss you sustain in the same **event**.

  We deduct the recovery costs we incurred from any amount recovered and share the remaining amount with you on a proportional basis.

You must co-operate fully with any action we take on your behalf.

See also 'How we pay claims – some examples' at the end of this document.

Conditions of your cover

This section explains the conditions you must meet to have cover under your policy. Some of these conditions also apply to any other person covered under your policy.

Breach of any condition

If you or any other person covered under your policy, or anyone acting on your or their behalf, breaches any of the conditions of your policy, we may do one or both of the following:

- decline your claim, either in whole or in part
- decline any claim connected to the same **event** that you make on any other policies you have with us.

Dishonest or fraudulent act or omission

If you commit a dishonest or fraudulent act or omission, we may avoid your policy and any other policy you have with us. This means we treat your policy or all insurance you have with us as if it no longer exists. The avoidance will take effect from the date of the dishonest or fraudulent act or omission.

This condition also applies to:

- anyone acting on your behalf
- anyone covered under your policy and anyone acting on their behalf.

True statements and answers

You must give true statements and answers in all communications with us, and so must any other person covered under your policy.

Giving true statements and answers includes being truthful when you:

- apply for your policy
- make a change to your policy
- make a claim
- let us know about any change in circumstances.

Cancelling your policy

Your policy can be cancelled in several ways.

By you

You may cancel your policy at any time by letting us know. Cancellation will take effect once you tell us, or from another date we both agree on.

We refund any premium paid for the period you have no cover. You pay any premium owing for the period you had cover.

By us

We may cancel your policy at any time by sending you or your broker notice in writing or electronically at your or your broker's last known address. Unless stated otherwise in your policy, cancellation will take effect from the 30th day after the date of the notice.

We refund any premium paid for the period you have no cover.

Automatically

Your policy will be automatically cancelled once we settle a **total loss** claim. The cancellation will take effect from the end of the day of the **loss**. For details, see 'After we settle a total loss claim' in 'Cover for your vehicle'.

We do not refund or credit any premium paid.

> Once we settle a total loss claim, you will need to make new insurance arrangements on any replacement vehicle, as your policy will be automatically cancelled.

Change in circumstances

You must let us know as soon as possible if your circumstances change, and the change may affect any of the following:

- the chance of a claim under your policy
- the amount of a claim under your policy
- the information in your **policy schedule**.

If the change in circumstances affects any of these, we may cancel or change the terms of your policy. Any cancellation or change of terms will take effect from the date of the change in circumstances.

Examples of a change in circumstances that you need to let us know about:

- you change the address where you usually keep your vehicle
- you are convicted of a criminal offence
- you modify your vehicle's engine.

If you are not sure whether we need to know about something, it is important that you check with us.

Change of terms

We may change the terms of your policy (including the excess) at any time by sending you or your broker notice in writing or electronically at your or your broker's last known address. Unless stated otherwise in your policy, the change in terms will take effect from the 30th day after the date of the notice.

Changes to Crown entities

Any reference to any Crown entity includes any new name given to that entity, and any replacement entity that is responsible for the same or similar functions.

Changes to legislation

Any reference to any Act of Parliament or related regulations or rules your policy refers to includes any amendments made or replacements to that law.

Currency

All amounts shown in your policy are in New Zealand dollars.

Duplicate insurance

You must let us know as soon as possible if any other insurance covers you for any risks covered under your policy. We do not cover **loss** or liability that is insured to any extent under any other insurance. We also do not contribute towards any claim under any other insurance.

However, this condition does not apply to the extent cover is provided under the:

- 'Accidental death and permanent disablement', 'Disability modifications', 'Medical expenses' or 'Trauma' automatic benefits
- 'Temporary vehicles' legal liability automatic benefit.

Goods and Services Tax (GST)

All amounts shown in your policy include Goods and Services Tax.

Governing law and jurisdiction

The law of New Zealand applies to your policy and the New Zealand courts have sole jurisdiction.

Insurance Claims Register

We may put details of any claims you make on the Insurance Claims Register. This is a database of insurance claims that participating insurers can access. We may get personal information and details of insurance claims you have made from the Insurance Claims Register.

Joint insurance

If your policy covers more than one person, everyone is jointly covered and must meet your policy terms and conditions. If any person does not meet your policy terms and conditions, we may decline a claim or treat your policy as if it never existed.

Example of joint cover when making a claim

Situation: Your vehicle is damaged while being driven by another person who is covered under your policy. The driver was over the legal alcohol limit at the time. You make a claim for the damage.

Cover: No.

Other parties with a financial interest

If any other party has a financial interest over the covered property, we may do any of the following:

- Pay part or all of any claim settlement to that other party. This payment will go towards meeting the obligations we have under your policy.
- Give information about your policy and any claim to that other party.

Any other party who has a financial interest over the covered property is not covered under and cannot claim under your policy.

Reasonable care

You must take reasonable care to avoid situations that could result in a claim. We will not accept a claim resulting from you or any other person covered under your policy being reckless or grossly irresponsible.

Definitions

The definitions apply to the plural and any other form of the words. For example, the definition of 'accidental' also applies to the words 'accident', 'accidents' and 'accidentally'.

accidental means unexpected and unintended by you or any other person covered under your policy who is **using** your vehicle or any other vehicle or trailer.

event means any one or more occurrences of covered **loss** or liability during the **period of insurance** arising from one source or original cause or related causes.

family means any member of your family who is permanently living with you.

incident means something that happens at a particular point in time, at a particular place and in a particular way.

injury means the **accidental** death of or **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

loss means physical loss or physical damage.

market value means the estimated reasonable cost to replace your vehicle, accessory or modification with one of the same make, model, year, specification and condition just before the **loss**.

partner means your husband or wife, or the person living with you in the nature of marriage.

period of insurance means the period of insurance shown in your **policy schedule** that specifies the start and end dates of your policy.

policy schedule means the latest version of your policy schedule outlining the details of your cover.

reparation means 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.

sum insured means the sum insured for your vehicle, including its accessories and any modifications, shown in your **policy schedule**.

total loss means your vehicle is either:

- uneconomic or unsafe to repair
- stolen and not recovered.

use means:

- driving, parking, garaging or storing any vehicle or trailer
- getting in, on, off or out of, or being in or on, any vehicle or trailer.

How we pay claims – some examples

The following examples show how a claim payment might be calculated and what amount you may be required to pay. These examples do not cover all scenarios or benefits and do not form part of your policy.

Claim example 1 – repairing your vehicle

While driving your vehicle, you have a crash with another vehicle where you are at fault. The other vehicle is not damaged, but your vehicle is undriveable.

Sum insured	$85,000
Vehicle excess	$500

You make a claim and we arrange for your vehicle to be towed from the location of the accident to a repairer. You take your valuables from your vehicle with you. We accept your claim.

You choose to use a hire car while your vehicle is being repaired so you arrange a hire car and submit incurred costs to us for reimbursement.

What the costs are

The towing cost is $350.

We estimate the cost to repair your vehicle to be $2,250.

The cost of the hire car is $700.

How we settle your claim

We pay the towing company $350 and pay the repairer $1,750 (being the cost of repairs of $2,250 less the $500 vehicle excess).

You pay the repairer the vehicle excess of $500.

We reimburse you $700 for the hire car.

Claim example 2 – total loss

Your 22-year-old son is a named driver listed in your policy schedule. While driving your vehicle, he has a crash with another vehicle where he is at fault. The other vehicle is not damaged, but your vehicle is undriveable.

Sum insured	$160,000
Vehicle excess	$1,600
Additional excesses	Driver excess for your son with a full driver licence $600

You make a claim and we arrange for your vehicle to be towed from the location of the accident to a repairer. You take your valuables from your vehicle with you. We accept your claim.

What the costs are

The towing cost is $300.

We decide your vehicle is a total loss.

You choose to keep your vehicle to restore it, so we arrange an independent professional valuation to determine the salvage value of your vehicle. The salvage value is $15,000.

How we settle your claim

We pay the towing company $300 and pay you $142,800, calculated as:

Sum insured We pay your sum insured, as we have been given an up to date professional valuation for your vehicle within the last 24 months and the valuation amount is your sum insured.	$160,000
Less the vehicle excess	– $1,600
Less the driver excess	– $600
Less the salvage value	– $15,000
TOTAL	**$142,800**

What happens next

After we settle your total loss claim, we cancel your policy from the end of the day of the loss. We deregister your vehicle as required by law.

You want us to cover your vehicle again while it is being restored, so you discuss cover options such as 'Laid up cover' with us based on the condition of the vehicle.

Claim example 3 – vehicle stolen and recovered

Your vehicle is stolen and you report this to the police. A few days later, your vehicle is found damaged and with missing accessories, including your tyre jack, spare wheel, fire extinguisher and first aid kit.

Sum insured	$70,000
Vehicle excess	$500

You make a claim. We accept your claim.

You use a taxi while your claim is being settled.

What the costs are

We estimate the cost to repair your vehicle to be $2,000.

The market value of the missing accessories is $750.

Your taxi fares amount to $480.

How we settle your claim

We pay the repairer $2,000 and pay you $250 for the missing accessories (being the market value of the accessories of $750 less the $500 vehicle excess).

We reimburse you $480 for the taxi fares.

Claim example 4 – liability claim for damage to someone else's property

While driving your vehicle, you lose control and crash through someone else's small front fence and garden. Your vehicle is not damaged.

Liability limit	$20,000,000
Excess	Nil

The homeowner makes a claim with their insurer for the damage to their fence and garden. The homeowner's insurer considers you legally liable for the damage and seeks to recover the cost from you.

You make a claim for legal liability. We agree you are liable for the claim made against you and accept your claim.

What the costs are

The homeowner's insurer assesses that you are liable to pay $3,200.

How we settle your claim

We act on your behalf.

We pay the homeowner's insurer $3,200, the cost we agree is reasonable for the repair.

As your claim is only for legal liability, you do not pay an excess.

Claim example 5 – excess greater than repair cost

You accidentally reverse your vehicle into a fence at your home and damage the rear of your vehicle. The fence is not damaged.

Sum insured	$40,000
Vehicle excess	$500

You make a claim.

What the costs are

Our repairer assesses the cost to repair your vehicle to be $450.

What happens next

You do not go ahead with your claim, as the vehicle excess is more than the repair cost. You arrange and pay for the repairs to your vehicle.

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