

NZI / NZbrokers Private Motor Vehicle Policy



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INTRODUCTION

ABOUT THIS POLICY

Your Private Motor Vehicle Policy consists of:

1. this policy document, and
2. the **schedule**, and
3. the **application** and any subsequent information **you** provide.

YOUR DUTY OF DISCLOSURE

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

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

You also have this duty, every time **your** insurance renews and when **you** make any changes to it.

If **you** breach this duty, **we** may treat this Private Motor Vehicle 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 **your** Private Motor Vehicle Policy, **you** can change **your** mind provided **you** tell **us** within 30 days of the date **your** Private Motor Vehicle Policy started. **We** will treat **your** Private Motor Vehicle 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 PROMISE

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

CLAIMANT AUTHORISATION

If any person, other than those named as the insured (in the **schedule**), makes a claim under this Private Motor Vehicle Policy, then:

1. they authorise the insured to be their agent, and
2. they authorise the insured to negotiate and settle the claim, and
3. **we** may deal with the insured direct, and
4. **our** payment to the insured will represent payment to the person claiming.

USE OF YOUR VEHICLE

WHEN COVER APPLIES

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

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

WHEN COVER DOES NOT APPLY

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

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

TYPE OF COVER THAT APPLIES

TYPE OF COVER OPTIONS

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

FULL COVER

1. If **your schedule** shows: 'Type of Cover: Full Cover', then **you** are:
 - (a) fully insured under 'Section One – Cover For Your Vehicle', and
 - (b) fully insured under 'Section Two – Your Legal Liability',
 during the **period of cover** in New Zealand (including transit between places in New Zealand).

THIRD PARTY, FIRE AND THEFT

2. If **your 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 **accidental loss to your vehicle** caused by:
 - (i) fire, or
 - (ii) theft or attempted theft, unlawful conversion, or
 - (iii) earthquake, volcanic eruption, hydrothermal activity or tsunami, and
 - (b) are fully insured under 'Section One: Automatic Additional Benefits – Protection against uninsured drivers', and
 - (c) are fully insured under 'Section One: Automatic Additional Benefits – Towing costs', and
 - (d) are fully insured under 'Section Two – Your Legal Liability',
 during the **period of cover** in New Zealand (including transit between places in New Zealand).

THIRD PARTY ONLY

3. If **your schedule** shows: 'Type of Cover: Third Party only', then **you**:
 - (a) have no cover under 'Section One – Cover For Your Vehicle', and
 - (b) are fully insured under 'Section One: Automatic Additional Benefits – Protection against uninsured drivers', and
 - (c) are fully insured under 'Section Two – Your Legal Liability',
 during the **period of cover** in New Zealand (including transit between places in New Zealand).

SECTION ONE – COVER FOR YOUR VEHICLE

WHAT YOU ARE COVERED FOR **You** are covered for:

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

WHAT YOU ARE NOT COVERED FOR

LOSS CAUSED BY

You are not covered for:

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

BREAKDOWN OR FAILURE NOT COVERED

You are not covered for damage or failure that is:

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

However, this exclusion does not apply:

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

TYRES

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

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

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

WHAT WE WILL PAY

REPAIRABLE DAMAGE

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

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

TOTAL LOSS

If **we** consider **your vehicle** is **uneconomic to repair**, **we** will pay **you** the **market value**.

IF THE VEHICLE IS LESS THAN 18 MONTHS OLD

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

1. **your vehicle** is stolen and not recovered or the cost to repair **your vehicle** is greater than 60% of its **market value**, and
2. the **loss** occurred within 18 months of **you** purchasing **your 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 **your 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 **your vehicle** undertaken through **our** Approved Repairer Network while **you** own **your vehicle**.

AUTOMATIC ADDITIONAL BENEFITS – FULL COVER

If **you** have cover for any of the following Automatic Additional Benefits under any other policy with **us**, **we** will pay the Benefit only once, being the highest applicable limit.

ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

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

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

If **you, your partner** or any member of **your family** suffer from a combination of **Events** 2., 3. or 4. the amount payable under each **Event** will be cumulative. However, the most **we** will pay during the **period of cover** is the Death Amount.

This Automatic Additional Benefit also provides cover for **you, your partner** or **your 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 **your vehicle**.

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

ACCOMMODATION COSTS

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

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

ALTERNATIVE TRANSPORT

We will contribute towards the reasonable costs incurred if **you** require a rental vehicle following a **loss** covered by this Private Motor Vehicle Policy, while **your vehicle** is:

1. being repaired, or
2. not fit to drive until it is repaired, or
3. missing after being 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.

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

If **your vehicle** is **uneconomic to repair**, cover under this Automatic Additional Benefit ends when **we** settle **your** claim.

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

**EXCESS AND CLAIMS FREE
DISCOUNT PROTECTION**

1. If **your vehicle** suffers a **loss** covered by this Private Motor Vehicle Policy caused by the driver of another vehicle, **we** will not deduct the **excess** or adjust **your** claim-free discount provided **you**:
 - (a) give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
 - (b) give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver (including name and address), and
 - (c) give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.
2. **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 illegal conversion while it was fitted with an activated electronic engine immobiliser approved by **us**.

IF THE VEHICLE IS A CARAVAN

CONTENTS OF THE CARAVAN

If **your vehicle** shown in the **schedule** is a caravan, this Private Motor Vehicle Policy is extended to cover:

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

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

IF THE CARAVAN IS LESS THAN THREE YEARS OLD

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

1. **we** consider the caravan is uneconomic to repair, 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.

KEYS AND LOCKS

If any of the keys to **your vehicle** 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.

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

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

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

MEDICAL EXPENSES

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

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

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

PROTECTION AGAINST UNINSURED DRIVERS

If **your schedule** shows that **you** have 'Third Party, Fire & Theft cover' or 'Third Party only cover', then this Private Motor Vehicle Policy is extended to cover sudden **accidental loss** to **your vehicle** during the **period of cover** caused by an uninsured driver of another vehicle.

We will:

1. if **we** consider **your vehicle** is economic to repair and at **our** option:
 - (a) arrange to repair **your vehicle** to substantially the same condition as it was in before the **loss** occurred, or
 - (b) pay **you** the cost of repairs as estimated by an assessor appointed by **us**, or
2. if **we** consider **your vehicle** is **uneconomic to repair**, pay **you** its **market value**.

Provided **you**:

- (a) give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
 - (b) give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver (including name and address), and
 - (c) give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.
- The most **we** will pay for any **event** is \$3,000. **We** will not deduct the **excess** or adjust **your** claim-free discount.

REPAIR GUARANTEE

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

REPLACEMENT VEHICLE

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

1. **you** notify **us** within 30 days of the date of purchase, and
2. the 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 **your 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 Private Motor 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 **your vehicle**, or
 - (b) employed by 'Dial a Driver' or 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 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 **your vehicle**, and
3. transferring to another vehicle any load lost or fallen from **your vehicle**, following a **loss** covered by this Private Motor Vehicle Policy.

TEMPORARY REPAIRS

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

TOWING COSTS

If **your vehicle** can no longer be driven following a **loss** covered by this Private Motor Vehicle Policy, **we** will pay for necessary and reasonable towing and rescue costs to remove **your vehicle** to the nearest repairers or place of security.

TRAILER COVER

This Private Motor Vehicle Policy is extended to cover **accidental loss** to any **trailer** during the **period of cover**.

We will at **our** option pay:

1. the cost of repairs, or
2. the **market value**.

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

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

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

TRANSPORT COSTS

We will pay for reasonable costs of:

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

if **your vehicle** can no longer be driven following a **loss** covered by this Private Motor Vehicle Policy.

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

TRAUMA COVER

We will pay the reasonable costs of professional counselling services for **you, your partner, your family** and other passengers in the **vehicle**, as a result of an **injury** following a **loss** covered by this Private Motor Vehicle Policy.

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

VALET COSTS

If **your 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 **your vehicle**, provided **you** do not claim under any other part of this Private Motor Vehicle Policy.

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

The **excess** and loss of claim-free discount do not apply to this Automatic Additional 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-roof, headlights, headlight protectors, fog lights, reversing lights, indicator lights, stop lights and tail lights, of **your vehicle**, but exclude decorator lights.

OPTIONAL ADDITIONAL BENEFITS

The following benefit is an Optional Additional Benefit. Cover applies only if **you** have purchased the benefit and it is shown in **your schedule**.

NZI ROADSIDE ASSIST

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

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

NZI Roadside Assist Additional Benefit provides six call outs during the **annual period**.

Extra call outs can be made, however, all extra call outs will be charged to **you** at **our** standard fee, and further assistance is at **your** expense.

The **excess** and loss of claim-free discount do not apply to this Optional Additional 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 any property in New Zealand or
2. **accidental bodily injury** to anyone in New Zealand, or
3. costs and losses recoverable from **you** under Section 43 of the Forest and Rural Fires Act 1977, occurring during the **period of cover**, caused by or through or in connection with **your use of your vehicle** in New Zealand (including transit between places in New Zealand).

Where any of these apply, **you** are also covered for:

- (i) costs charged by any local body or authority, the New Zealand Fire Service, Ambulance Service or any other entity for attending to or assisting at an accident site, following a **loss** covered by this Policy, and
- (ii) legal costs and other expenses recovered by any claimant against **you**.

DEFENCE COSTS

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

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 transit between places in New Zealand) of **your vehicle**, or any other private vehicle, provided that **you** had the owner's permission to **use** their vehicle.

Provided that:

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

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

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

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

OTHER PERSON'S LIABILITY

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

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

VICARIOUS LIABILITY

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

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

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

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 by any other insurance, and
3. **your use** of the other vehicle complies with the terms of this Private Motor Vehicle Policy.

WHAT YOU ARE NOT COVERED FOR

1. **You** are not covered for liability, including liability for **reparation**, for **loss** to any property:
 - (a) owned by **you** or anyone **we** cover and who claims under this Private Motor Vehicle Policy, or
 - (b) in **your** care or in the care of anyone **we** insure under this Private Motor Vehicle Policy other than for:
 - (i) a disabled vehicle being towed without charge by **your vehicle**, or
 - (ii) clothing, personal effects and luggage being carried by and belonging to any passenger in **your vehicle**, or
 - (c) being carried by or loaded into or unloaded from **your vehicle** or a caravan or trailer attached to **your vehicle** other than specified under (b) ii above.
2. **You** are not covered for liability arising out of a contract or agreement unless **you** would have been liable even without such contract or agreement.
3. **You** are not covered for:
 - (a) any fine or penalty, or
 - (b) any punitive or exemplary damages, or
 - (c) levies imposed under Sections 46 and 46A of the Forest and Rural Fires Act 1977.
4. **You** are not covered for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.
5. **You** are not covered for liability, in any way connected with, any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of cover** and is caused by a sudden **accidental event** that happens during the **period of cover**.

IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY 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 is \$20,000,000 for any **event**.
However, the most **we** will pay for a claim under item 3. of 'What You Are Covered For' 'Your Legal Liability' (above) is \$1,000,000 for any **event**.

AMOUNT PAYABLE FOR BODILY INJURY

We will pay for:

1. liability, including liability for **reparation**, for **bodily injury**, and
 2. reasonable costs and expenses 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 is \$2,000,000 for any **event**.

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.

SETTLEMENT OF ANY CLAIM

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

SECTION TWO – AUTOMATIC ADDITIONAL BENEFITS

MANSLAUGHTER DEFENCE COSTS

We will pay:

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

resulting from:

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

Provided that **you** must tell us immediately if **you**, **your partner** or **your family** are charged with any criminal offence in connection with the use of the **vehicle**.

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

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

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

TOWING

We will cover **you** while **your vehicle** is being **used** for towing, provided that such towing is not for financial gain or reward (financial gain does not include the reimbursement of normal running costs of **your vehicle**).

POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There is no cover under this Private Motor Vehicle Policy if the driver of **your vehicle**, the person **using your 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 as to be incapable of having proper control of **your 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 **your vehicle** has stolen or illegally converted it, provided **you** lay a complaint with the police.

CONFISCATION

You are not covered for loss connected in any way with confiscation, nationalisation, requisition, acquisition or destruction of or damage to property by order of government or public or local authority or under any statute or regulation, unless such order is required to prevent loss covered by this policy.

EXCESS

For each **event**, the **excess** will be deducted from the amount **we** would otherwise pay for **your** claim unless stated otherwise under an Additional Benefit.

If **you** have more than one **vehicle** insured under this Private Motor Vehicle Policy, the **excess** applies individually to each **vehicle**.

Where an **event** 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 motor vehicles, that **excess** will be the **excess** that applies to the motor vehicle driven by the most at fault driver. Otherwise, the **excess** will be the highest **excess** of the policies affected.

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

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

INTENTIONAL OR RECKLESS ACTS

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

LOSS OF ELECTRONIC DATA

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

MODIFIED VEHICLE

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

NUCLEAR & WAR RISKS

NUCLEAR

You are not covered for any loss, liability, prosecution or expense 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.

WAR

You are not covered for any loss, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:
war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

OTHER USE OF YOUR VEHICLE

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

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**.

UNLICENSED DRIVERS

There is no cover under this Private Motor Vehicle Policy if the driver of **your 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 **your vehicle** has stolen or illegally converted it, provided **you** lay a complaint with the police.

HOW TO CLAIM

WHAT YOU MUST DO

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

1. do what **you** can to take care of **your vehicle** and to prevent any further **loss** or liability, and
2. tell **us** as soon as possible, and
3. notify the Police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine **your vehicle** before any permanent repairs have 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 without **our** permission, and
9. tell **us** immediately if **you** are charged with any offence in connection with the **use** of a **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 Private Motor Vehicle Policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. negotiate, offer to pay or pay any **reparation**, including but not limited to, offers made as any 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 by this Private Motor Vehicle Policy, and/or
2. make a recovery from any other person for anything covered by this Private Motor Vehicle Policy.

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

SALVAGE

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

DISHONESTY

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

1. decline **your** claim, either in whole or in part, and/or
2. declare either this Private Motor Vehicle Policy or all other insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

POLICY CONDITIONS

BREACH OF ANY CONDITION

If:

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

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

- (a) decline **your** claim either in whole or in part, and/or
- (b) declare either this Private Motor Vehicle Policy or all insurance **you** have with **us** to be of no effect and to no longer exist, from the date of the breach.

This is at **our** sole discretion.

CANCELLATION

BY YOU

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

BY US

We may cancel this Private Motor Vehicle Policy 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.

Your Private Motor Vehicle Policy will be cancelled from 4pm on the 30th day after the date of the notice.

We will refund **you** any premium that is due to **you** based on the unused portion of the **period of cover**.

CHANGE OF TERMS

We may change the terms of this Private Motor Vehicle Policy (including the **excess**) 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. **Your** Private Motor Vehicle Policy will be changed from 4pm on the 30th day after the date of the notice.

CHANGES IN CIRCUMSTANCES

You must notify **us** immediately if, after the start of this Private Motor Vehicle Policy, there are any:

1. **modifications to your vehicle** or
2. material changes that might alter the nature of the risk insured or increase the chance of a claim under this Private Motor Vehicle Policy.

We may change the terms of this Private Motor Vehicle 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 covered (known as physical hazard), and (b) you and other persons covered by this Private Motor Vehicle Policy (known as moral hazard).

CURRENCY

Any amounts shown in this Private Motor Vehicle Policy and in the **schedule** are in New Zealand Dollars.

DISPUTES

The law of New Zealand applies to this Private Motor Vehicle Policy and the New Zealand Courts have exclusive jurisdiction.

GOODS AND SERVICES TAX

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

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

JOINT INSURANCE

If this Private Motor Vehicle Policy covers more than one person, then all persons are jointly covered.

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

LEGISLATION CHANGES

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

OTHER INSURANCE

You must tell **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this Private Motor Vehicle Policy. If **you** can claim under that insurance, **we** will only pay over and above the limit payable by the other insurance. This does not apply to the 'Accidental Death and Permanent Disablement Automatic Additional Benefit' (as described in Section One of this Private Motor Vehicle Policy).

OTHER PARTIES WITH A FINANCIAL INTEREST

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

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

We are authorised by **you** to disclose personal information about **you** to any holder of a financial interest. Any party who is recorded as having a financial interest under this Private Motor Vehicle Policy, is not covered by this Private Motor Vehicle Policy and does not have rights to claim under this Private Motor Vehicle Policy.

REASONABLE CARE

You, and anyone driving **your 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 **you** are reckless or grossly irresponsible.

TRUE STATEMENTS AND ANSWERS

True statements and answers must be given (whether by **you** or any other person) when:

1. this insurance is applied for or renewed, and/or
2. **we** are notified about any change in circumstances, and/or
3. **we** are given information relating to a claim.

UNECONOMIC TO REPAIR

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

1. this Private Motor Vehicle Policy is automatically cancelled, and
2. **your vehicle** will become **our** property, and
3. **we** will credit any unused premium towards insurance arranged with **us** on a replacement vehicle, provided
 - (a) **you** or anyone authorised to drive **your vehicle** was not at fault, and
 - (b) the identity of the other party who caused the **loss** is established.

DEFINITIONS

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

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

accessory

a part of **your vehicle** not directly related to its function as a vehicle including any:

- radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of **your vehicle**, and
- navigation system, and
- first aid kit, torch, fire extinguisher, maps, and
- portable telephone that connects to a power source in **your vehicle**, and
- car seat covers, floor mats or child car restraints/seats, and
- other equipment (not otherwise defined) permanently fitted to **your vehicle**.

accident

unexpected and unintended by **you** and anyone **using your vehicle**.

act of terrorism

includes any 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 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:

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

annual period

the annual period is the **period of cover**. However, if:

- the premium is paid monthly or quarterly, or
- the **period of cover** is for more than 12 months,

the annual period is any one 12-month period calculated from the date this Private Motor Vehicle Policy first started, and consecutively thereafter.

application	the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us .
bodily injury	the accidental death of, or accidental bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
computer virus	a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to Trojan Horses, Worms and Time or Logic Bombs.
electronic data	facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
event	any one event or series of events arising from one source or original cause.
excess	this is the amount of the claim that you must pay. The amount of the excess is shown in either the schedule or in this Private Motor Vehicle Policy wording.
family	any family member who permanently resides with you .
injury	a bodily injury caused solely and directly by violent, accidental, external and visible means.
loss	physical loss or physical damage.
market value	the reasonable cost to buy, immediately before the loss and on the retail market, a vehicle of the same: <ul style="list-style-type: none"> • year, • make, model and specification, • mileage/hours, • general condition, as your vehicle damaged, including the value of any fitted equipment covered by this Private Motor Vehicle Policy.
modification	any change to your vehicle that is different to the manufacturer's original specification or recommendations. <i>Examples include:</i> <ul style="list-style-type: none"> • changes to the engine, steering, performance, suspension, chassis, or • body kits, paintwork, interior modifications, or • tyres or wheels of the vehicle, or • a changed sound system valued at over \$1,000. We do not consider a conversion of your vehicle to run on CNG, LPG or Bio Gas as a modification , provided your vehicle has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.
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 .

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 Private Motor Vehicle Policy.
sum insured	the sum insured shown in the schedule .
trailer	any general use trailer: <ul style="list-style-type: none">• owned by you or in your care, and• that is not covered by any other insurance, and• used in accordance with the Description of Use (as described in this Private Motor Vehicle Policy). It does not include: <ul style="list-style-type: none">• a caravan, a boat trailer, a camper trailer or a horse float; or• the contents, equipment or accessories of any trailer.
uneconomic to repair	a total loss because your vehicle is: <ul style="list-style-type: none">• uneconomic or unsafe to repair, or• stolen and not recovered.
use	includes driving, parking, garaging or storing of your vehicle or trailer .
vehicle	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: <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 or breakdown equipment purchased by you, 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.
we	NZI, a business division of IAG New Zealand Limited.
you	the person(s) or entity shown as the Insured in the schedule .

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.