

USE OF YOUR VEHICLE

WHEN COVER APPLIES:

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

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

WHEN COVER DOES NOT APPLY:

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

1. to carry fare-paying passengers (other than car pooling or car sharing) or for hire, or
2. to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
3. to 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

THIRD PARTY ONLY

If your schedule shows 'Type of Cover Third Party only', then you

(a) are fully insured under 'Section One Automatic Additional Benefits – Protection against uninsured drivers', and

(b) are fully insured under 'Section Two — Your Legal Liability', during the period of cover in New Zealand (including transit between places in New Zealand)

PROTECTION AGAINST UNINSURED DRIVERS

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

We will:

1. if we consider the car is economic to repair and at our option:
 - (a) arrange to repair the car 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 the car 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 and information we need to identify the driver (including name and address, and
- (c) give us reasonable help to recover your claim from the driver of the other vehicle, or from its owner.

The most we will pay for any event is \$3,000

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

SECTION TWO YOUR LEGAL LIABILITY

WHAT YOU ARE COVERED FOR:

YOUR LEGAL LIABILITY

You are covered for your legal liability and defence costs arising from

1. accidental loss to anyone else's property (including loss of use), or
2. accidental bodily injury to any person, occurring during the period of cover, caused by or through or in connection with your use of a vehicle in New Zealand (including transit between places in New Zealand)

OTHER PERSON'S LEGAL LIABILITY

We will cover the legal liability of any other person caused by or through or in connection with their use of a 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 the vehicle meets all the same terms of this Motor Vehicle Policy that you must meet.

WHAT YOU ARE NOT COVERED FOR:

1. You are not covered for liability for loss to any property;
 - (a) owned by you or anyone we cover and who claims under this Motor Vehicle Policy,
 - (b) in your care or in the care of anyone we cover under this Motor Vehicle Policy other than for
 - (i) a disabled vehicle being towed without charge by any vehicle, or
 - (ii) clothing, personal effects and luggage being carried by and belonging to any passenger in any vehicle, or
 - (c) being carried by or loaded into or unloaded from any vehicle or a caravan or trailer attached to any vehicle other than specified under (b)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.
4. 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.

WHAT WE WILL PAY:

AMOUNT PAYABLE FOR PROPERTY DAMAGE

We will pay for:

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

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

AMOUNT PAYABLE FOR BODILY INJURY

We will pay for

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

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

SETTLEMENT OF ANY CLAIM

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

SECTION TWO AUTOMATIC ADDITIONAL BENEFITS

MANSLAUGHTER DEFENCE COSTS

We will pay:

1. legal defence costs necessarily and reasonably incurred, to defend a charge of manslaughter, or reckless driving causing death, or dangerous driving causing death or careless driving causing death, and

2. costs necessarily and reasonably incurred for legal representation at any inquiry or coroners inquest in connection with a death, resulting from

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

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

The excess does not apply to this Additional Benefit

TOWING

We will cover you while the car 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 the car).

POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

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

1. has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
2. refuses to undergo a breath or blood test after an accident, when legally required to do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent as to be incapable of having proper control of the vehicle.

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

CONFISCATION

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

EXCESS

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

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

OTHER USE OF YOUR VEHICLE

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

UNLICENCED DRIVERS

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

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

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

WHAT YOU MUST DO

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

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

WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO

You must obtain our agreement before you:

1. incur any expenses in connection with any claim under this Motor Vehicle Policy, or
2. negotiate, pay, settle, admit or deny any claim against you, or
3. do anything that may prejudice our rights of recovery.

ACTIONS WE MAY TAKE

At our expense we may take action in your name

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

SALVAGE

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

DISHONESTY

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

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

This is at our sole discretion