

PERSONAL INSURANCE

Drive Easy

Private Motor Policy



Lumley 



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Introduction

This is Your insurance Policy which is underwritten by Lumley, a business division of IAG New Zealand Limited. It consists of this wording, any proposal or declaration and the Schedule.

In return for the premium, Lumley will provide the insurance cover explained in this Policy and accept liability to meet valid claims made under the Policy. No claim will be payable if at the time of Loss any premium due has not been paid.

Please read this document carefully to ensure You understand the Policy and that the cover described here meets Your requirements.

Your 30-day free look

If You find the cover You have chosen is not what You want, You can notify Us in writing within 30 days of the date the cover begins and We will refund any premiums paid in full and cancel the cover. Of course, if that happens, We will not pay any claims under the Policy either.

Headings

The headings in this Policy do not form part of it and are not to be referred to in interpreting it.

Your reminder list

We remind You of the following requirements that can affect Your cover under this Policy. Please keep them in mind so Your valuable cover is not at risk. This list is a summary only of the main requirements:

1 Change in circumstances

Please advise Us immediately of any material change in Your circumstances from those that existed when You took out this insurance. For example, please advise Us of any criminal convictions since the Policy started.

2 Change of address

You must tell Us if You move. This insurance and the premium payable are based on Your current location, which is shown in the Schedule.

3 Change of ownership, use or regular driver

You must tell Us if there is any change of ownership or use of Your Vehicle or a change of regular driver. For example, if You start using Your Vehicle for business use, or if Your son or daughter starts using Your Vehicle on a regular basis.

4 Double insurance

You must immediately tell Us if You insure anything already insured under this Policy again with someone else.

5 Driving or traffic offences

You must tell Us if You or any other driver is charged with or fined for any driving or traffic offence (other than parking infringements) or their licence is suspended or revoked for any reason.

6 Duty of disclosure

When You arranged this Policy You had a duty to disclose to Us all information that a prudent insurer would want to take into account when considering whether to insure You, and if so on what terms. If You have omitted something please tell Us immediately.

7 If You purchase a Vehicle

If You replace Your Vehicle or purchase another vehicle for Your sole use, We will cover Your new vehicle if its Market Value is no more than \$100,000. You must tell Us within 30 days of the date of purchase, and We may change the terms of cover to fairly reflect this change.

8 Modifications or changes

Modifications to a Vehicle can invalidate Your insurance. Please check with Us before You start any Modifications or changes. For example, if You lower Your Vehicle, change the Vehicle's engine, modify the exhaust system, change the stereo or add a racing steering wheel.

9 Reckless

You must take care of the property You insure and not be reckless.

10 Truthful

This Policy is based on honesty. You must be entirely truthful with Us at all times.

Making a claim

What You must do:

You must:

- 1 immediately tell Us of any event that might result in a claim
- 2 complete Our claim form if We request it
- 3 immediately tell the Police if property is lost or if You suspect a crime has been committed
- 4 try to reduce any further Loss or liability
- 5 give Us free access to examine and assess the circumstances of the claim
- 6 take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses
- 7 immediately send Us any communication received from any other person in relation to the claim
- 8 co-operate with Us at all times and complete any documentation We require, including any statutory declaration
- 9 authorise disclosure of Your personal information to Us held by anyone else in connection with the claim
- 10 authorise disclosure of Your personal information held by Us to anyone else in connection with the investigation and administration of Your claim.

What You must not do:

You must not:

- 1 dispose of any property involved in a claim, without Our prior consent
- 2 incur any expense, without Our prior consent, except in order to minimise any claim
- 3 make any claim which is fraudulent in any respect. Otherwise We may decline the entire claim and cancel this Policy
- 4 make any untruthful statements in relation to any claim.

Liability claims

- 1 You must not admit responsibility for any claim situation, or try to negotiate, defend or settle any alleged liability.
- 2 You must obtain Our agreement before You negotiate, offer to pay or pay any Reparation, including but not limited to, offers made as part of any case management conference or sentencing hearing.
- 3 You must tell Us immediately if You are charged with any 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.
- 4 We have the sole right to act in Your name and on Your behalf to negotiate, defend or settle any liability claim.
- 5 We may choose the lawyer to represent You and Us and he or she reports direct to Us. Any information You give to the lawyer can be passed on to Us.

- 6 We may settle any liability claim by paying the maximum amount payable under this Policy (or any lesser amount for which the liability can be settled) including costs and expenses incurred to date. If We do so, this meets Our obligations under this Policy in full.

Recoveries

Once We have accepted a claim We may pursue in Your name any legal right of recovery You may have. If We do this, it will be at Our expense.

Types of cover available

There are three different types of cover available under this Policy:

- 1 **Full Cover:** means You have cover under Section 1: Cover for Your Vehicle; and Section 2: Cover for Your legal liability.
- 2 **Third Party, Fire and Theft:** means You have cover under Section 2: Cover for Your legal liability; and Section 1: Cover for Your Vehicle, but only if the Loss is caused by:
 - (a) fire, or
 - (b) theft, or
 - (c) illegal conversion.
- 3 **Third Party Only:** means You only have cover under Section 2: Cover for Your legal liability.

The type of cover You have selected is shown on the Schedule.

Use of Your Vehicle

The covers only apply in the following circumstances:

- 1 the Loss occurs in New Zealand, and
- 2 the Vehicle is being driven by You, or any other person with Your permission, and the driver holds a valid motor driver's licence for the vehicle being driven, and complies with it. (These restrictions do not apply if any person steals or illegally converts Your Vehicle, but You must lay a complaint with the Police), and
- 3 the Vehicle is being used for any of the following purposes:
 - (a) private, social, or domestic
 - (b) farm
 - (c) business or professional purposes but only if:
 - (i) it is not excluded below, and
 - (ii) You are the driver
 - (d) religious, social welfare or youth organisation work
 - (e) to teach a person to drive, provided all legal requirements are complied with.

The covers do not apply while the Vehicle is being used in any of the following circumstances:

- 1 to carry or deliver goods or samples in connection with any trade, business or profession, except for farming
- 2 by any person who is acting as a commission agent, commercial traveller, sales or service person, stock, station or real estate agent, insurance representative assessor or loss adjuster or in any similar capacity
- 3 in connection with the motor trade, other than while being repaired or serviced
- 4 to carry fare-paying passengers
- 5 preparing or practising for, or taking part in or imitating, any race, time trial, rally, sprint or drag race, or any similar motor sport event, demonstration or test
- 6 on any race track
- 7 under any type of hire arrangement or agreement
- 8 by a motor driving instructor unless it is to teach You or a member of Your Family to drive.

Section 1: Cover for Your Vehicle

What You are insured for

We cover You against sudden, Accidental Loss to the Vehicle during the Period of Insurance.

If this occurs and the Vehicle is not in a driveable condition because of the Loss, We also cover You for the reasonable cost of removing the Vehicle to the nearest safe place and the reasonable storage costs.

What You are also insured for if You have selected Full Cover (these benefits are included in Your sum insured)

These benefits are provided on the same terms. If You have the same benefit with Us elsewhere You can only claim once.

Courtesy car

This benefit applies only if this Policy insures a passenger car or station wagon.

If You are driving a courtesy car supplied by a vehicle repairer because Your Vehicle cannot be used as a result of a valid claim under this Policy, this benefit covers:

- 1 the courtesy car against Loss that would be covered under this Policy, and
- 2 Your liability to other parties that would be covered under Section 2: Cover for Your legal liability.

For this cover to apply the courtesy car must be a passenger vehicle.

The most We will pay for Loss to the courtesy car is \$50,000.

The Excess that would apply to Your own Vehicle will apply to the courtesy car.

Keys and locks

Where any key giving access to Your Vehicle is lost, stolen or believed on reasonable grounds to have been duplicated without Your permission during the Period of Insurance, We will cover You for the costs reasonably incurred in replacing that key and altering or replacing the lock.

The most We will pay during any one 12-month period is \$1,000 and:

- 1 a \$100 Excess applies to this benefit, and
- 2 Your no-claims bonus is not affected.

New vehicle cover

If Your Vehicle is a car, station wagon, 4WD, utility or van under 3,500 kgs and at the time of the Loss it is less than one year old from the time of its original registration or purchase (whichever occurred first), We will supply a new vehicle of the same make, model and specification, provided:

- 1 You are the original owner of the Vehicle, and
- 2 We assess the reasonable cost of repairing the Vehicle at more than 60% of its Market Value, and
- 3 the same model and specification is available in New Zealand, and
- 4 We keep the Vehicle.

If such a replacement is not available in New Zealand We will pay You the actual purchase price You originally paid for Your Vehicle, provided:

- 1 the most We will pay is the sum insured shown in the Schedule, and
- 2 We do not pay for any:
 - (a) uninsured Accessories or Modifications
 - (b) freight, duty, import costs or the like.

If You do not want Your Vehicle replaced with a new one, We will pay You the Market Value of Your Vehicle or the sum insured shown in the Schedule, whichever is less.

Replacement vehicle

We will cover:

- 1 a replacement vehicle, or
- 2 an additional vehicle You purchase for Your sole use

if its Market Value at the date of purchase is no more than \$100,000.

However, You must tell Us within 30 days of the date of the purchase. We may change the terms of cover for that vehicle.

Windscreen benefit

If You suffer sudden, Accidental Loss to the Vehicle's windscreen, window glass, sunroof, headlights, headlight protectors, driving lights, or tail lights only:

- 1 You do not pay any Excess, and
- 2 Your no-claims bonus is not affected.

What You are also insured for if You have selected Full Cover (these benefits are additional to Your sum insured)

These benefits are provided on the same terms. If You have the same benefit with Us elsewhere You can only claim once.

Accident costs

We will pay the reasonable cost of any of the following that occur out of a Loss covered by this Policy:

- 1 to remove vehicle debris from the Accident site if this is Your responsibility
- 2 emergency repairs that are required to allow You to drive Your Vehicle to Your destination or a repairer
- 3 to provide:
 - (a) transport home or to the next immediate destination, or
 - (b) overnight accommodationfor the driver and passengers and domestic pets travelling in Your Vehicle if it is not fit to drive, or is missing after being stolen
- 4 to return Your Vehicle home, or any other place We agree to, after it has been repaired or recovered.

Alternative transport allowance

If We have accepted a claim for Loss to Your Vehicle, at Your request We will arrange a hire vehicle for You to use for up to 14 days while Your Vehicle is being repaired or remains stolen and not recovered.

The hire vehicle will be a passenger vehicle up to 2000 cc which is the closest reasonable equivalent to Your Vehicle available.

This benefit does not cover:

- 1 any bond or deposit required by Our supplier
- 2 any fuel used
- 3 any additional charge required by the supplier for additional distance over 100 km per day on average
- 4 claims for motorcycles, mobile homes, caravans or trailers.

You must also contribute \$25 a day to be paid directly to Our supplier when the hire vehicle is obtained.

If We assess Your Vehicle to be a total loss, this benefit ceases immediately upon payment to You or the owner.

Legal expenses – manslaughter or dangerous driving

This benefit applies if We have accepted a claim under Section 1: Cover for Your Vehicle or Section 2: Cover for Your legal liability.

If You or any member of Your Family are charged with manslaughter, dangerous driving causing death or careless driving causing death arising out of that Loss, We will pay Your legal defence costs.

We will pay up to \$1,500 for any Event.

Trailers

We will cover You for sudden, Accidental Loss to:

- 1 any trailer owned by You or Your spouse
- 2 any trailer which You do not own but which is in Your care or control, as long as the Loss is not covered by any other insurance.

This benefit will not cover any:

- 1 boat trailer
- 2 caravan or camper trailer
- 3 horse float
- 4 trailer not normally for Your Vehicle
- 5 contents of any trailer.

This cover applies whether the trailer is attached to a vehicle or not.

The most We will pay during any one 12-month period is \$2,500 and:

- > a \$100 Excess applies to this benefit, and
- > Your no-claims bonus is not affected.

What You receive

You receive one of the following, at Our option:

- 1 reimbursement of the reasonable costs actually incurred to repair the Vehicle (or We pay Your repairer the same), or
- 2 payment of the amount equivalent to the cost of having the Vehicle repaired, or
- 3 payment of the Market Value of the Vehicle immediately before the Loss, and We keep the Vehicle, or
- 4 payment of the difference between the Market Value of the Vehicle immediately before, and immediately after, the Loss, or
- 5 payment of the sum insured stated in the Schedule.

The most We will pay You is the Market Value of Your Vehicle or the sum insured shown in the Schedule, whichever is less.

If new or replacement parts are not available, We will only pay the latest known list price of the parts in New Zealand. If there is no list price, We will pay the list price of the nearest equivalent parts of a reasonably comparable vehicle.

If the Vehicle is improved as a result of repairs, You may need to contribute towards the costs.

Where the claim is settled by a cash payment and a financial interest has been noted on the Policy, We may make payment direct to the interested party. This will meet Our obligation to You under this Policy to the extent of the payment.

Repair Guarantee

If You choose one of Our 'Approved Repairers' We provide a quality guarantee on all repairs to the Vehicle while You own the Vehicle.

What You are not insured for

This insurance does not cover You for:

- 1 loss of use of the Vehicle or any costs or expenses resulting from loss of use of the Vehicle and any consequential loss
- 2 depreciation or loss of value
- 3 wear and tear, deterioration, rust, corrosion
- 4 any Loss which is breakage, breakdown or failure of any load-bearing component or any part of:
 - (a) the engine or transmission systems
 - (b) the electrical or electronic systems or equipment
 - (c) any other mechanically operated systems (including hydraulic, pneumatic, or similar) or equipment

However, We will pay for any Loss which this breakage, breakdown or failure causes to other parts of the Vehicle or if the breakage, breakdown or failure is due to the Vehicle:

- (a) catching fire, or
- (b) suffering an impact or collision, or
- (c) overturning, or
- (d) being partly or fully immersed in water, or

- (e) being stolen or illegally converted, or
 - (f) being maliciously damaged
- 5 any Loss to tyres or their tubes by:
- (a) punctures, cuts, splits or bursts
 - (b) the application of brakes.

However, We will cover You if any of these Losses directly result from Loss to any other part or component for which You have a valid claim under this Policy.

Cover for Your towed caravan

Contents of the caravan

If Your Vehicle is a towed caravan:

- 1 the sum insured shown in the Schedule includes the fixtures, fittings, furniture and equipment which would normally be sold with it, and
- 2 if We have accepted a claim for Loss to Your caravan, We will pay, in addition to the sum insured, up to \$1,000 for personal effects and utensils lost or damaged as a result.

We will not pay any claim for:

- 1 theft, unless the caravan is securely locked and the theft is as a result of actual forcible and violent entry
- 2 storm or wind damage to any awning if it has been left erected and unattended for more than 48 consecutive hours.

The only Excess that applies to caravan insurance is \$100.

New caravan cover

If Your Vehicle is a towed caravan and is less than three years old from the time of its original registration or purchase (whichever occurred first), We will supply a new vehicle of the same make, model and specification, provided:

- 1 You are the original owner of the Vehicle, and
- 2 We assess the reasonable cost of repairing the Vehicle at more than 60% of its Market Value, and
- 3 the same model and specification is available in New Zealand, and
- 4 We keep the Vehicle.

If such a replacement is not available in New Zealand We will pay You the actual purchase price You originally paid for Your Vehicle, provided:

- 1 the most We will pay is the sum insured shown in the Schedule, and
- 2 We do not pay for any:
 - (a) uninsured Accessories or Modifications
 - (b) freight, duty, import costs or the like.

If You do not want Your Vehicle replaced with a new one, We will pay You the Market Value of Your Vehicle or the sum insured shown in the Schedule, whichever is less.

Section 2: Cover for Your legal liability

What You are insured for

We cover You against Your legal liability:

- > for Loss to someone else's property during the Period of Insurance arising from an Accident involving the Vehicle
- > to pay General Average and salvage charges arising from the carriage of the Vehicle, as determined by the law applying to that carriage, to avoid a Loss that would have been covered under Section 1.
- > to pay Reparation to a victim who has suffered Accidental Loss of property or Bodily Injury as a result of Your committing an offence in connection with Your use of the 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 any offence in connection with the use of the Vehicle, or any other private vehicle, which resulted in Loss of property or Bodily Injury to another person; 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 than under Section 1: Cover for Your Vehicle - 'Legal expenses - manslaughter, dangerous or careless driving'.

We also cover Your legal liability on the same terms arising from an Accident involving any:

- 1 trailer or caravan while attached to Your Vehicle
- 2 trailer insured under Section 1 benefit 'Trailers', while it is not attached to or being towed by a vehicle.

Where there is cover under this Section 2, We also cover reasonable legal costs and expenses that You incur with Our prior consent.

If there is no other insurance, We will cover the legal liability of:

- > any other driver of the Vehicle, provided he/she is driving with Your permission and complies with all the requirements of this Policy
- > You, while driving another private car or motorised caravan, provided:
 - You do not own, lease or rent the vehicle, and

- Your legal liability would have been covered if the vehicle was shown in the Schedule, and
- Your Vehicle is not a motorcycle, trailer or caravan

No cover is provided for damage to the vehicle being driven.

- > Your employer, if the Vehicle is being used by You (or a fellow employee with Your permission) for Your employer's business, provided the business is not excluded under 'Use of Your Vehicle' above.

We will pay up to \$5,000,000 in total for one Event. This includes any costs and expenses. If any liability exceeds \$5,000,000, We will apply the benefit to You first.

If You have the same cover with Us elsewhere, You can only claim once.

What You are not insured for

- 1 We do not cover Your legal liability for:
 - > Loss to someone else's property which is in the care or control of You or any person using or travelling in Your Vehicle, except for any car which is being towed because it is not driveable
 - > Loss which You or the driver has agreed to accept, unless You/the driver would have the liability anyway
 - > Loss arising from the use of any form of trailer or caravan while it is attached to any powered vehicle, other than a vehicle covered by this Policy.
- 2 We do not cover Your legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament.

Special exclusions

Applying to both Sections 1 and 2

The following special exclusions do not apply if anyone steals or illegally converts Your Vehicle, but You must lay a complaint with the Police.

Alcohol or drugs

There is no cover for Loss or liability under this Policy whilst the driver:

- 1 is under the influence of alcohol, or any intoxicating substance or drug, or
- 2 has a proportion of alcohol in his/her breath or blood higher than allowed by law, or
- 3 has refused to supply any sample of breath or blood or undergo any test when required to do so by anyone authorised by law, or
- 4 fails or refuses to stop, or remain at the scene, following an Accident (as required by law).

Duty after Accident

There is no cover for Loss or liability under this Policy if the driver did not stop after the Accident as required by law, or failed to comply with any other legal requirement in connection with the Accident.

Exclude drivers under 25 years

If the Schedule shows that this option applies, there is no cover while the Vehicle is being used by any person under 25 years of age.

This exclusion does not apply when Your Vehicle is being:

- 1 driven by a member of the motor trade professionally engaged in the overhaul, repair or servicing of Your Vehicle, or
- 2 driven to a medical centre because of a medical emergency, or
- 3 parked or retrieved by a professional parking valet.

Restricted drivers warranty

If the Principal Driver is under 25 years of age, there is no cover while the Vehicle is being used by any person who is under the age of 25 years, other than those listed as 'intended drivers' on the Schedule.

This exclusion does not apply when Your Vehicle is being:

- 1 driven by a member of the motor trade professionally engaged in the overhaul, repair or servicing of Your Vehicle, or
- 2 driven to a medical centre because of a medical emergency, or
- 3 parked or retrieved by a professional parking valet.

Safe condition of the Vehicle

There is no cover for Loss or liability under this Policy if the Accident occurs while the Vehicle is, or is being used, in an unsafe or unroadworthy condition unless:

- 1 You can satisfy Us that this did not cause or contribute to the Accident, or
- 2 You can show that You (or the person in charge of the Vehicle at the time) did not know about the condition of the Vehicle and could not have been reasonably expected to know.

Special conditions

Excess

Your Excess is the total of:

- 1 the 'Vehicle excess' stated in the Schedule, plus
- 2 the 'additional driver excess' stated in the Schedule for the driver or person in charge of the Vehicle at the time of the Loss, plus
- 3 the higher of:
 - (a) the relevant 'young driver excess' stated in the Schedule if the driver or person in charge of the Vehicle is under 25 years of age, or
 - (b) the 'inexperienced driver excess' stated in the Schedule if the driver or person in charge of the Vehicle has not held a current New Zealand driver's licence for all the preceding 2 years.

For Full Cover, the Excess only applies to Section 1 unless otherwise noted on the Schedule.

For Third Party, Fire and Theft, the Excess applies to both Section 1 and Section 2.

For Third Party Only, the Excess applies to Section 2.

Modification of Your Vehicle

We have agreed to cover the Vehicle on the basis that it has not been Modified after manufacture, other than those Modifications noted in the Schedule. You must obtain Our written approval to any Modifications. We may amend the terms of this Policy with immediate effect to fairly reflect the change in circumstances, or may cancel it.

Named driver only option

If the Schedule shows that this option applies, an additional \$250 will be added to any Excess which may apply to the claim under this Policy if the Vehicle is being used by any person other than those listed as 'named drivers' on the Schedule.

Protection against an uninsured driver

If You are involved in an Accident which is caused by the driver of another vehicle, and You can:

- 1 establish the identity and address of the other driver, and
- 2 prove to Our satisfaction that the other driver was completely at fault

then:

- (a) Your no-claims bonus is not affected, and
- (b) We will not deduct any Excess.

For Third Party, Fire and Theft cover and Third Party Only cover We will also cover You for sudden, Accidental Loss to the Vehicle during the Period of Insurance up to a maximum of \$3,000 in the above circumstances if the other driver has no insurance. This cover is subject to the same terms as Section 1.

Safety of Your Vehicle

You must take all reasonable steps to:

- 1 maintain the Vehicle properly, and
- 2 safeguard the Vehicle from Loss at all times, including after any Accident.

General exclusions

- 1 There is no cover under this Policy for any Loss or liability caused directly or indirectly in any way by any of the following:
 - (a) nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel (for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion)
 - (b) confiscation, nationalisation or requisition by the order of the Government or local authority. However, We will pay for damage as a result of such an order if it is to prevent a Loss which would otherwise have been covered under this Policy.
- 2 There is no cover for the cost of defending any legal proceedings or for any amount awarded by any court unless all proceedings took place in New Zealand.
- 3 There is no cover for death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism.

For the purpose of this exclusion, terrorism means an act including but not limited to the use or threat of force or violence 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) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

There is no cover for death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, the above exclusions.

- 4 There is no cover for any Loss of whatsoever kind arising directly or indirectly out of:
- (a) the corruption, destruction or alteration of or damage to data, coding programs or software; or
 - (b) the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips; or
 - (c) any business interruption losses resulting therefrom.

Provided that this exclusion shall not apply where such Loss occurs as a direct result of physical damage that is otherwise covered by this Policy.

General conditions

All the conditions and obligations of this Policy must be complied with, or We may decline Your claim or, in some circumstances, avoid or cancel Your Policy.

Acts of Parliament

Where this Policy refers to any Act of Parliament, this includes any Regulations and Amendments to that Act. It also includes any other Act or Regulation passed as an addition, an amendment, or in its place.

Alterations

You may only alter the terms of this Policy with Our prior written agreement.

We may alter the terms of this insurance by writing to Your last known postal address. The change will take effect no earlier than 14 days after the date the letter is posted. Prior to the change taking effect You have the opportunity to terminate the contract immediately, in which case We will refund You all of the unused part of the premium.

Automatic reinstatement of cover

If We pay a claim for any partial loss, We will automatically reinstate Your insurance cover provided You carry out all recommendations We make to prevent further Loss.

Cancellation of this Policy

By You

You may cancel this Policy by contacting Us. If Your Period of Insurance is annual, We will refund 80% of the unused part of the premium. Otherwise no refunds are allowed.

By Us

We may cancel this Policy by sending You 14 days' written notice to Your last known postal address. The cancellation will take effect 14 days after the date the letter is posted. If We do, We will refund You all the unused part of the premium.

Care of insured property

You must maintain the insured property in good repair and take all reasonable steps to safeguard it against Loss.

Change in circumstance

If there is any change to any of the circumstances relevant to this insurance since it started that increases the risk, or alters the nature of the risk, You must immediately notify Us. We may amend the terms of this Policy with immediate effect to fairly reflect the change in circumstances, or may cancel it.

Condition precedent to payment of a claim

You must meet all Your obligations under this Policy before We will meet Your claim.

Double insurance

If any Loss or liability covered by this Policy is also covered by any other Policy, We will only pay over and above the cover provided by the other Policy. We will not pay for any excess which applies to the other Policy. You must tell Us as soon as You are aware of any other such insurance.

Goods and Services Tax (GST)

The following amounts exclude GST provided that GST is recoverable by Us:

- 1 The sum insured specified in the Schedule
- 2 The maximum amount under Section 2: Cover for Your legal liability.

The following amounts include GST:

- (a) The Excesses
- (b) All the other limits and sub-limits contained in this Policy.

Joint insurance

If there is more than one insured shown on the Schedule, this Policy insures them jointly.

Other people's obligations

Any other person entitled to cover under this Policy must meet all of the obligations that You are required to meet, wherever this is applicable.

Reckless, deliberate or wilful acts

You must not cause or facilitate Loss or incur any liability through any reckless, deliberate or wilful act. You must not knowingly allow or permit anyone else to cause Loss or liability in this way.

Total loss payment

If We pay a claim for a total loss, then this Policy comes to an end. You are not entitled to any premium refund.

Truth and completeness of statements

We have issued this Policy based on the information You have provided Us. All statements made in relation to any application, Schedule or claim, and any other information supplied, must be correct in every respect.

Meaning of words

Wherever these words (including any derivatives of them) are used with a leading capital in this Policy, this is what they mean.

Accessories: means minor fittings or attachments designed for use in a motor vehicle which are not essential for the motor vehicle to operate. They include:

- 1 fitted
 - (a) audio equipment
 - (b) radar detector
 - (c) communication and navigation systems
 - (d) bull bar
 - (e) towing equipment
- 2 roof rack, bike frame
- 3 child car seats or restraints, floor mats, car seat covers
- 4 emergency aids such as tow rope, petrol container, first-aid kit, torch, fire extinguisher.

Accident: means a happening or event that is unforeseen and unintended by You.

Bodily Injury: means the Accidental death of, or Accidental bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

Event: means an event or series of events arising from one source or original cause.

Excess: means the first amount of any claim that You must pay. If as a result of a single Accident there is a Loss to Your home, contents, Vehicle or boat insured by You with Us under more than one Policy, only the highest Excess will apply.

Family: means any family member who permanently resides with You.

Loss: means sudden physical:

- 1 loss, or
- 2 damage, or
- 3 destruction.

Market Value: means the reasonable retail value (cost to buy) immediately before a Loss.

Modification: means any change to the Vehicle that is different from the manufacturer's original specification or recommendations.

Examples include:

- 1 engine, steering, suspension
- 2 bodywork
- 3 interior, including seats, steering wheel, gear knob, pedals
- 4 wheels or tyres
- 5 exhaust system
- 6 a changed sound system with a Market Value of over \$1,500.

Period of Insurance: means the period in the Schedule during which this insurance is in force.

If the Period of Insurance is weekly, fortnightly or monthly the period starts at the 'start' date and ends at 4 p.m. (New Zealand time) on the first payment date. If We agree to keep insuring You the Policy will be continuously renewed thereafter:

- 1 for a Period of Insurance of 14 days if the premium is paid fortnightly, or
- 2 for a Period of Insurance of one month if the premium is paid monthly, or
- 3 for a Period of Insurance of 12 months if the premium is paid annually

until such time as this Policy is cancelled, expires or lapses.

If the Period of Insurance is annual, the period starts at the 'start' date and ends at 4 p.m. (New Zealand time) on the 'review' date.

No claim will be payable if at the time of Loss any premium due has not been paid.

Principal Driver: means the person who drives the Vehicle the most.

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.

Schedule: means the most recent Schedules to this Policy We have issued.

Vehicle: means the Vehicle shown in the Schedule or any replacement vehicle insured under the 'Replacement vehicle' benefit under Full Cover.

It includes:

- 1 equipment for the particular make and model of Your Vehicle supplied and fitted by the manufacturer
- 2 spare parts, tools and breakdown equipment supplied by the manufacturer which would normally be sold with Your Vehicle such as a car jack, tool kit, wheel brace, spare wheel
- 3 Its Accessories
- 4 any Modifications which are shown in the Schedule.

while they are in or attached to the Vehicle or while they are being used in connection with it.

We, Lumley, Our or Us: means Lumley, a business division of IAG New Zealand Limited.

You: means the person (or persons) shown on the Schedule as 'the insured'.





For more information contact your Broker today.

