



## Ultimate protection for Prestige, Enthusiast & Everyday vehicles.



**Vehicle Policy Wording**

*All the stuff  
you need to know!*



**STAR**  
Insurance  
Specialists



# Hello and welcome

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Thanks for choosing Star Insurance Specialists. You've made the right choice for your insurance policy because we're committed to getting you back on the road as quickly as possible should you experience an accident or loss.

If you don't personally receive the star treatment from us, our CEO wants to hear about it. He likes good news too.

If you want to discuss your policy, please call your broker or us on **0800 250 600** or email **admin@starinsure.co.nz**

**We wish you happy and safe driving experiences.**

## Our charity of choice

We're grateful that our customers have made us industry leaders in the specialist niche insurance space. As a socially conscious business we believe in giving back to the community. One worthy organisation that we support financially, and in other ways, is AttainABLE Trust. They're a not-for-profit charitable trust helping people with disabilities to lead more fulfilling lives through employment and community participation.

If you'd like to learn about the great work AttainABLE does and ways you can support them, please visit:  
**[www.attainabletrust.org.nz](http://www.attainabletrust.org.nz)**

**attainable** Maximising  
potential



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**Roadside Assistance  
Covertime Matrix**

## Motorsport \_ Track day \_ Driver Training

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Star Insurance Specialists is serious about road safety. Whatever your skill level, everyone can improve their defensive and performance driving and riding abilities. The best and most fun way to do this is with hands-on experience in a controlled environment with a registered driver/rider training school.

We insure a lot of fast, prestigious vehicles and bikes, but they can never be legally pushed to their limits, unless you're our customer. By application, you can extend your policy to include closed circuit, race track and some motorsport events. Special policy extension terms and conditions apply (including any additional premium payable) and we need 3-days notice prior to any event to consider your application.

# I. Introduction

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## About this policy

Your policy consists of:

- this policy document; and
- the **schedule**; and
- the information **you** have provided to **us** in the proposal, application or declaration, whether **you** have provided this information to **us** verbally or in documentation completed manually or electronically; and
- any other changes advised by us in writing, including by way of endorsement.

In consideration of **you** having paid the premium **we** agree to insure **you** as set out in **your** policy.

## Vehicle(s) value and sum insured

It is **your** responsibility to ensure that the **sum insured** under this policy is adequate to cover the cost of repair or replacement of **your vehicle** or is otherwise satisfactory for **your** requirements including taking into account any modifications, depreciation and other such matters which may affect the value of **your vehicle**.

## Your responsibilities

**You** must comply with all the terms and conditions of this policy. If **you** do not do so **your** claim will not be payable. However, nothing in this policy affects **our** right to avoid the policy for non-disclosure.

## Disclosure of material information

When applying for, amending or renewing this policy, **you** have a legal duty of disclosure. This means that **you** must tell **us** of everything **you** know (or would reasonably be expected to know) that a prudent insurer would wish to take into account in deciding whether to provide or continue to provide insurance and if so on what terms and at what premium.

If **you** breach this duty, **we** may avoid **your** policy, which means it will be cancelled and treated as if it had never existed.

## Change of circumstances

**You** must tell **us** immediately if, at any time after the commencement of this policy, there are any changes that may alter the nature of the risk insured or increase the likelihood of a claim under this policy.

If **you** do tell **us** of any such changes, **we** may alter the premium and/or any terms and conditions of this policy, or cancel it.

## Headings

The headings in this policy document are for reference only. They are not to be used for the purposes of interpreting the policy document.

## Defined words

Words shown in bold have a defined meaning as set out in the Definitions section starting on page 54 of this policy document.

## 30 day money back guarantee

If **you** are not satisfied with the cover provided by the policy **you** may return the policy within 30 days of receiving it. If **you** have made no claims during this period **we** will give **you** a full refund of any premium paid.

## II. Vehicle Use

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This policy only applies where **your vehicle** is being used by **you** or by anyone else with **your** permission and in accordance with the requirements set out in the description of "Authorised Drivers" as stated in the **schedule**.

The cover provided by this policy only applies where **your vehicle**:

- a is being used within New Zealand; and
- b is being used for:
  - i. private, domestic, social or pleasure purposes; or
  - ii. farming purposes; or
  - iii. business or professional purposes stated in your proposal, application or declaration and accepted by **us**; or
  - iv. unpaid community activities including religious, social welfare or youth support organisations.

The cover provided by this policy does not apply where **your vehicle** is being used:

- a. for hire or reward or carrying of fare paying passengers; or
- b. on a racetrack whether sealed or not and whether in the presence of other vehicles or not; or
- c. for practising, preparing for or taking part in any event at racetracks, competition circuits, courses, arenas or other motor sport venues. Such events include but are not limited to races, rallies, demonstrations, hill climbs, pace-making, tests, trials, closed road events, vehicle handling lessons or any similar or like activities whether organised or not; or
- d. for any driver education or instruction, except where teaching a person to drive, provided all legal requirements are complied with and that such teaching is not for reward or financial gain; or
- e. for any film, television or recorded stunt work; or
- f. for business or professional purposes other than those stated in your proposal, application or declaration and accepted by **us**; or
- g. outside New Zealand;

unless **we** have agreed to cover any of the above and this is noted on the **schedule** or by endorsement.

## III. Types of Cover

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Each type of cover is subject to the terms, conditions and exclusions set out in this policy.

The various types of available cover are set out below. The specific type of cover that applies to **your vehicle** will be shown in the **schedule**.

If "Star Prestige - Elite (Comprehensive)" cover is shown in the **schedule**:

- a. both Section One and Section Two including all policy extensions apply; and
- b. in the event of a **total loss**, settlement will be based on **market value**, unless Policy Extension "New replacement vehicle" (PE23) or "Second hand purchase price guarantee" (PE32) apply. Where PE23 applies, Option C applies, unless otherwise noted in **your schedule**; and
- c. for the purposes of Policy Extension "Loss of use/substitute vehicle hire" (PE21), the daily allowance is \$120 subject to a total amount payable during the applicable **period of insurance** of \$10,000, unless otherwise noted in **your schedule**.

If "Star Prestige - Gold (Comprehensive)" cover is shown in the **schedule**:

- a. both Section One and Section Two including all policy extensions apply; and
- b. in the event of a **total loss**, settlement will be based on **market value**, unless Policy Extension "New replacement vehicle" (PE23) or "Second hand purchase price guarantee" (PE32) apply. Where PE23 applies, Option B applies, unless otherwise noted in **your schedule**; and
- c. for the purposes of Policy Extension "Loss of use/substitute vehicle hire" (PE21), the daily allowance is \$100 subject to a total amount payable during the applicable **period of insurance** of \$7,500, unless otherwise noted in **your schedule**.

If "Star Everyday - Silver (Comprehensive)" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply, except that:
  - i. Policy Extensions PE7, PE24-PE26 and PE33 are removed; and
  - ii. in respect of Policy Extension "Funeral costs" (PE12), the sub-limit is reduced to \$5,000; and
  - iii. in respect of Policy Extension "Incorrect fluids" (PE17), the sub-limit is reduced to \$5,000 and the excess is reduced to \$1,500; and
  - iv. in respect of Policy Extension "Incorrect fuel" (PE18), the sub-limit is reduced to \$5,000 and the excess is reduced to \$1,000; and
- b. in the event of a **total loss**, settlement will be based on **market value**, unless Policy Extension "New replacement vehicle" (PE23) or "Second hand purchase price guarantee" (PE32) apply. Where PE23 applies, Option A applies unless otherwise noted in **your schedule**; and
- c. for the purposes of Policy Extension "Condemned buildings and carparks" (PE5) and "Loss of use/substitute vehicle hire" (PE21), the daily allowance is \$65 subject to a total amount payable during the applicable **period of insurance** of \$2,000.

If "Star Everyday - Basic (Comprehensive)" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply, except that:
  - i. Policy Extensions PE1-PE8 and PE11-PE40 are removed; and
  - ii. in the event of a **total loss**, settlement will be based on **market value**.

If "Star Enthusiast (Comprehensive)" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply except for Policy Extensions "Condemned buildings and car parks" (PE5), "Loss of use/substitute vehicle hire" (PE21) and "New replacement vehicle" (PE23) which are removed; and
- b. in the event of a **total loss**, settlement will be based on **agreed value** (or as otherwise specified in the **schedule**) unless Policy Extension "Second hand purchase price guarantee" (PE32) applies.

If "Star Enthusiast - Modern Hobby (Comprehensive)" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply except for Policy Extensions "Condemned buildings and car parks" (PE5) and "Loss of use/substitute vehicle hire" (PE21) which are removed; and
- b. in the event of a **total loss**, settlement will be based on **market value** (or as otherwise specified in the **schedule**) unless Policy Extension "New replacement vehicle" (PE23) or "Second hand purchase price guarantee" (PE32) apply. Where PE23 applies, Option B applies unless otherwise noted in **your schedule**.

If "Star Enthusiast - Restoration and/or Storage" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply, except for Policy Extensions PE5-PE7, PE14, PE15, PE21, PE23, PE25, PE26 which are removed; and
- b. in the event of a **total loss**, settlement will be based on **market value** (or as otherwise specified in the **schedule**) unless Policy Extension "Second hand purchase price guarantee" (PE32) applies.

If "Star Enthusiast - Off Road (Comprehensive)" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply, except that:
  - i. Policy Extensions PE5-PE7, PE14, PE15, PE21, PE23, PE25 are removed; and
  - ii. Policy Extension "Towage and storage/vehicle recovery" (PE37) applies only where **your vehicle** is recovered or removed from formed and sealed roads; and
- b. in the event of a **total loss**, settlement will be based on **market value** (or as otherwise specified in the **schedule**) unless Policy Extension "Second hand purchase price guarantee" (PE32) applies.

If "Star Enthusiast – Loss & Dam. excl race & prep/test" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply, except that Policy Extensions PE1-PE9, PE11-PE23, PE25-PE40 are removed; and
- b. in the event of a **total loss**, settlement will be based on **market value** (or as otherwise specified in the **schedule**); and
- c. there is no cover under Section One for **loss to your vehicle** whilst it is being carried in transit unless the **vehicle** is secured to the extent necessary to prevent unintended movement of the **vehicle** during such transit; and
- d. there is no cover under Section One for **loss to your vehicle** resulting from fire unless the cause of the fire is positively identified as being solely external to the **vehicle** or ignition of the fire occurs more than 24 hours after the **vehicle's** engine has been turned off.

If "Star Enthusiast – Loss & Dam. excl under own power" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply, except that Policy Extensions PE1-PE9, PE11-PE23, PE25-PE40 are removed; and
- b. in the event of a **total loss**, settlement will be based on **market value** (or as otherwise specified in the **schedule**); and
- c. there is no cover under Section One for **loss to your vehicle** whilst it is being carried in transit unless it is secured to the extent necessary to prevent unintended movement of the **vehicle** during such transit; and
- d. there is no cover under Section One for **loss to your vehicle** resulting from fire unless the cause of the fire is positively identified as being solely external to the **vehicle** or ignition of the fire occurs more than 24 hours after the **vehicle's** engine has been turned off; and
- e. there is no cover under Section One for **loss to your vehicle** when the engine is running or being started or when it is in motion under its own motive power, unless the motive power was being used for the purposes of loading or unloading the vehicle from its means of conveyance (for example, loading/unloading the **vehicle** from a trailer).

If "Third Party Fire & Theft" cover is shown in the **schedule**, the following policy sections apply:

- a. the standard cover under Section One, but only in respect of **accidental loss to your vehicle** which is caused by:
  - i. fire or lightning;
  - ii. explosion;
  - iii. theft or unlawful conversion;
- b. Policy Extension "At fault third party protection" (PE2) and Policy Extension "Fire extinguisher replenishment costs" (PE10);
- c. Section Two.

If "Third Party only" cover is shown in the **schedule**, there is no standard cover under Section One.

The following policy sections apply:

- a. Policy Extension "At fault third party protection" (PE2);
- b. Section Two.



## IV. Section One—Loss to your vehicle

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### What you are covered for

**You** are covered for sudden **accidental loss** to **your vehicle** which occurs in New Zealand during the **period of insurance** subject to the selected type of cover as shown in the **schedule** and the terms, conditions and exclusions of this policy.

### What we will pay

#### Repairable

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

- a. pay for the repair of the damaged portion of **your vehicle**; or
- b. pay **you** the cost of repair as estimated by **our** assessor.

If **we** choose to pay for the repair of the damaged portion of **your vehicle**, **you** may use the repairer of **your** choice, however **we** will not pay more than **our** assessor's estimate of the cost of repair.

If the repair results in an improvement to the **vehicle's** pre-accident condition or increases the value of the **vehicle**, then **we** may require **you** to make a contribution towards the cost of repairs.

If **we** choose to pay for the repair of the damaged portion of **your vehicle**, **we** will use parts which:

- a. are of the same or similar type as those in or on **your vehicle** at the time of the **loss**; and
- b. are consistent with the type, age and general condition of the **vehicle**; and
- c. will not invalidate the **vehicle** manufacturer's warranty if still applicable to the **vehicle**.

If any required parts are not available in New Zealand, **we** will pay the reasonable cost of having those parts sourced and shipped from overseas.

If a part is not available in New Zealand or overseas, **we** will pay the lesser of:

- a. the last known list price in New Zealand; or
- b. the price of the part's closest equivalent; or
- c. the cost of making a new part.

Where any part or parts forms part of a pair, set or suite **we** will only pay the market value of the particular part or parts suffering **loss**. Any payment will be without reference to any special value such item or items may have as part of such pair, set or suite.

For the purposes of this provision:

- a. "set" includes any number of wheels and/or tyres;
- b. "market value" is the reasonable retail value, or value at which the same part can be purchased, immediately prior to the **loss**.

The most **we** will pay in respect of the repair of **your vehicle** is the **sum insured**.

### **Total Loss**

If **we** consider **your vehicle** to be a **total loss**, **we** will:

- a. pay **you** the **vehicle's market value** up to but not exceeding the **sum insured**; or
- b. if the **schedule** shows **your vehicle** is insured for **agreed value** the most **we** will pay is the lesser of:
  - i. the **vehicle's market value** plus 20%; or
  - ii. the **sum insured**; or
- c. if the **schedule** shows **your vehicle** is insured for **certified value**, pay **you** the amount stated in the **schedule** as the **certified value**, provided that, unless **we** agree otherwise, the valuation must be no older than 12 months as at the commencement of the **period of insurance**, failing which settlement will be on the basis of **agreed value**; or
- d. if the **schedule** shows **your vehicle** is insured for **fixed value**, pay **you** the amount stated in the **schedule** as the **fixed value**; or
- e. if applicable and shown in the **schedule**, replace the **vehicle** pursuant to Policy Extension "New Replacement Vehicle" (PE23); or
- f. if applicable and shown in the **schedule**, pay **your** claim in accordance with Policy Extension "Second Hand Purchase Price Guarantee" (PE32); or
- g. if the **vehicle** is leased, pay **you** or the **vehicle's** lessor the **vehicle's market value** up to but not exceeding the **sum insured**; or
- h. if the **schedule** shows **your vehicle** is insured for **construction value**, pay **you** the amount **you** paid for the **vehicle** together with the amounts **you** have spent restoring the **vehicle** as at the date of any loss giving rise to a claim covered by this policy, but not exceeding the **sum insured**.

On payment of a **total loss**:

- a. **we** are entitled to retain possession and ownership of the **vehicle**; and
- b. this policy will be cancelled and **you** will not be entitled to any refund of premium except in accordance with Policy Extension "Premium Credit" (PE29), if applicable.

## Policy Extensions

*Please refer to table contained within each extension to confirm if cover applies to your policy.*

In addition to the standard cover under Section One and depending on the type of cover **you** have selected as shown in the **schedule** and defined in the “Type of Cover” section, some or all of the following policy extensions may be automatically included in **your** policy.

Unless otherwise stated:

- the policy extensions are subject to all terms, conditions and exclusions of this policy;
- some policy extensions may be subject to separate sub-limits and **excesses**, as specified.

### Additions and deletions (PE1)

All **vehicles you** acquire during the **period of insurance** will be covered by this insurance policy from the date of acquisition, provided that **we** are advised of all acquisitions within 30 days of acquisition and an additional premium is paid if requested by **us**.

The maximum **sum insured** for an additional **vehicle** acquired during the **period of insurance** is the purchase price of that **vehicle** subject to a maximum of \$300,000 unless an alternative value is advised to and accepted by **us**.

All **vehicles** which **you** dispose of during the **period of insurance** will be treated as deleted from cover as of the date of disposal.

If there is an addition to or deletion from cover, **we** will adjust the premium at the subsequent renewal or at an earlier date if agreed to by **us**, using **our** premium rates which are current at the time of the adjustment.

PE1

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### At fault third party protection (PE2)

If **your schedule** shows that **you** are covered for “Third party, fire and theft” or “Third party only”, **we** will cover **you** for **accidental loss to your vehicle** caused by a third party, provided that:

- a. **you** establish to **our** satisfaction that the driver of **your vehicle** was completely free of blame; and
- b. **you** obtain and provide **us** with a minimum of:
  - i. the registration number(s) of any other vehicle(s) involved in the **accident**; and
  - ii. the name, address, and contact details of any other driver(s) and witness(es) to the **accident**; and
  - iii. details of any other property damaged in the **accident**.

The most **we** will pay under this policy extension per **event** is the lesser of:

- a. the **market value** of **your vehicle**; or
- b. \$3,000.

after applying an **excess** of \$500.

PE2

Star Prestige - Elite	X	Star Enthusiast	X	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	X	Star Enthusiast - Modern Hobby	X	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	X	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	Y
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	Y

### Claim-free recognition (PE3)

If **you** have remained claim-free over the last five consecutive years of insuring **your vehicle** or a previous **vehicle** for Comprehensive cover with **us** and if **you** have not made more than one claim within the current **period of insurance**, **we** will not increase **your** claims loading when calculating **your** premium.

PE3

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X



**Cleaning/valet costs (PE4)**

If **your vehicle** is broken into and the inside of the **vehicle** damaged and **you** have not made a claim under any other section of this policy (except in respect of windscreens, windows, sunroofs, headlights, fog lights, permanently affixed spotlights, running lights or tail lights) **we** will pay the cost of cleaning and valeting **your vehicle**.

The most **we** will pay under this policy extension is \$250 per **event**. An excess will not be applied and Policy Extension "Claim-free recognition" (PE3) will not be affected.

PE4

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

**Condemned buildings and car parks (PE5)**

If as a result of natural disaster **you** are unable to recover **your vehicle** from a building or carpark due solely to the denial of access to that building or carpark **we** will pay for the reasonable costs of hiring a similar replacement vehicle.

The most **we** will pay under this policy extension is \$100 per day up to a maximum of \$10,000 in total for any one **event**.

This policy extension does not apply:

- if **you** have available a free substitute vehicle or purchase an additional vehicle;
- to fuel, vehicle running or maintenance costs or insurance costs (including any excess reduction charges) charged by the hire company;
- unless costs are actually incurred in hiring a substitute vehicle.

If in **our** view, denial of access to **your vehicle** is likely to exceed 90 days or the costs of hiring a replacement vehicle are likely to exceed the **market value** of **your vehicle**, we will treat **your vehicle** as if it is a **total loss** regardless of whether the **vehicle** has suffered any physical damage.

Section One exclusion "Loss of Use" does not apply to this policy extension.

PE5

\*Limit adjusted to \$65 per day up to a maximum of \$2,000 in total

Star Prestige - Elite	Y	Star Enthusiast	X	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	X	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	*	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	X

### Disability modifications (PE6)

If **you** have been permanently disabled as a direct result of **injuries** sustained in an **accident** which is a covered **loss** for which a claim is payable under this policy, **we** will pay the reasonable costs of necessary modifications to **your vehicle** to allow for **your** permanent disablement.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule**.

Payment will only be made under this policy extension to the extent that the costs are not recoverable under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or from any other insurance or any other source.

For the purposes of this policy extension, a permanent disability or disablement means any **injury** that in **our** view prevents or significantly impairs **your** physical ability to drive **your vehicle**.

This policy extension only applies where **your vehicle** is repairable and not where it is a **total loss**.

The most **we** will pay under this policy extension is \$10,000 per **event** and in total during the **period of insurance**.

PE6

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	X

### Emergency accommodation and travel (PE7)

We will cover **you** for the following necessary emergency, travel or accommodation costs when there has been a **loss** for which a claim is payable under this policy, and **your vehicle** cannot be driven or made roadworthy within five days of the **loss**, or **you** are unable or unfit to drive as a result of the **loss**. We will pay:

- the reasonable costs of transporting **you** and any passengers of **your vehicle** to **your** respective homes within New Zealand, provided that such homes are 150 kilometres or more from the place where the **loss** occurred;
- reasonable temporary overnight accommodation for **you** and **your** passengers up to a maximum of \$250 per night (accommodation only).

The most **we** will pay under this policy extension is \$5,000 per **event**.

Section One exclusion “Loss of Use” does not apply to this policy extension.

PE7

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	X	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	X

### Emergency public relations expenses (PE8)

Following a **loss** for which a claim is payable under this policy and provided **we** have given our prior written consent, **we** will pay the reasonable costs to engage a public relations firm or consultant, crisis management firm, or law firm to prevent or limit adverse or negative publicity.

The most **we** will pay under this policy extension is \$10,000 per **event** after applying a \$2,500 **excess** and \$20,000 in total during the **period of insurance**.

PE8

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Excess protection (PE9)

The claim loading within **your** premium calculation will not be adjusted nor any **excess** applied in respect of a **loss** caused by an at fault third party, provided that:

- a. **you** establish to **our** satisfaction that the driver of **your vehicle** was completely free of blame; and
- b. **you** obtain and provide **us** with a minimum of:
  - i. the registration number(s) of any other vehicle(s) involved in the **accident**; and
  - ii. the name, address, and contact details of any other driver(s) and witness(es) to the **accident**; and
  - iii. details of any other property damaged in the **accident**.

PE9

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	X

### Fire extinguisher replenishment costs (PE10)

We will pay the reasonable costs of replenishing or replacing **your** fire fighting equipment after its use to protect **your vehicle** in the **event** of a **loss**.

The most **we** will pay under this policy extension during the **period of insurance** is \$1,000.

PE10

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	X



### First aid at an accident site (PE11)

We will pay first aid costs **you** incur following an **accident** involving **your vehicle** provided the **accident** is in respect of a **loss** for which a claim is payable under this policy and such costs are not recoverable under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or from any other insurance or any other source.

The most **we** will pay under this policy extension is \$1,000 per **event**.

PE11

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Funeral costs (PE12)

We will pay the funeral costs if:

- you** and/or any **family** member dies as a direct result of and within three months of an **accident** involving **your vehicle**, whether the **vehicle** was in motion or stationary at the time of the **accident**; and
- the **accident** is a covered **loss** for which a claim is payable under this policy; and
- you** and/or the **family** member were the driver or passenger in the **vehicle**; and
- you** and/or the **family** member were wearing driver or passenger restraints at the time of the **accident**.

If **you** are entitled to receive payment for funeral costs under this policy extension, **we** will also pay the reasonable travel costs incurred within New Zealand by any **family** member in order to attend the funeral.

Payment will only be made under this policy extension to the extent that the costs are not recoverable under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or from any other insurance or any other source.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule**.

**We** will not pay any amounts under this policy extension for death or **injury** resulting from suicide, attempted suicide or any self-inflicted **injury**.

The most **we** will pay under this policy extension is \$10,000 per **event**.

PE12				*Limit adjusted to \$5,000	
Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	*	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Hazardous substances emergency (PE13)

If following a **loss** for which a claim is payable under this policy there is an **accidental** release of any hazardous substance from **your vehicle**, **we** will cover **you** for any charge Fire Emergency New Zealand is authorised to make against **you** or any authorised driver in respect of any hazardous substance emergency as defined in the Fire and Emergency New Zealand Act 2017 (and/or any subsequent amendment or replacement Acts).

The most **we** will pay under this policy extension during the **period of insurance** is \$10,000.

There is no cover under this policy extension for any fine, penalty or **reparation** payment.

PE13

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Hired, rented or loaned vehicles not otherwise insured (PE14)

If during the **period of insurance**:

- you** hire, rent or are loaned a **vehicle** in New Zealand pursuant to a written hire, rental or loan agreement; and
- the **vehicle** is a substitute for **your vehicle** and is of similar make, model, specification and age; and
- you** do not accept any offer of insurance from the **vehicle's** owner or do not otherwise arrange separate insurance cover for the **vehicle**; and
- you** advise us of such hire, rent or loan within the current **period of insurance**;

**we** will cover the hired, rented or loaned **vehicle** as if it were **your vehicle** in respect of **your** liability to:

- the owner of the **vehicle**, for **loss** covered under Section One of this policy, provided that the most **we** will pay is \$100,000 in respect of any one **vehicle** and in total during the **period of insurance**; and
- third parties, in accordance with the terms, conditions and exclusions of Section Two of this policy.

An excess of \$500 plus the addition of underage excesses or special excesses as may be noted on **your schedule** apply to any payments made under this policy extension.

The terms, conditions and exclusions of this policy apply as if the hired, rented or loaned **vehicle** were **your vehicle**.

PE14

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	X

### Hired, rented or loaned vehicles excess cover (PE15)

If during the **period of insurance**:

- you** hire, rent or are loaned a vehicle pursuant to a written agreement; and
- the vehicle is a substitute for **your vehicle**; and
- the vehicle is covered by the vehicle owner's insurance policy; and
- there is **loss** or liability giving rise to a claim which is covered by the owner's policy; and
- pursuant to **your** hire, rental or loan agreement **you** are responsible for paying any excess in respect of that claim which is payable under the vehicle owner's insurance policy;

**we** will pay the excess or the cost of repair of the damage, whichever is the lesser, up to a maximum of \$5,000 after applying a \$500 **excess**.

If any excess payable under this policy extension is recovered from an at fault third party or its insurers or from the rental car operator, **you** agree to reimburse **us** the excess to the extent of such recovery.

PE15

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	X

### Inability to drive (PE16)

If during the **period of insurance** **your** driving licence is revoked by the New Zealand Transport Agency as a result of **you** being incapacitated as a direct result of an **injury** sustained in an **accident** which is a covered **loss** for which a claim is payable under this policy, **we** will reimburse **you** for **your** incurred alternative transport costs.

The most **we** will pay under this policy extension during the **period of insurance** is \$2,000.

No payment will be made for any alternative transport costs incurred more than 12 months after the **loss** giving rise to the claim.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule**.

PE16

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X



### Incorrect fluids (PE17)

We will pay for **loss** as a result of **your vehicle** being operated following the **accidental** introduction of incorrect fluids (for example, diesel exhaust fluid, diesel engine additives, introduction of oil which is not currently recommended by the **vehicle** manufacturer, hydraulic fluid, coolant, washer fluid or water) into **your vehicle**.

The most **we** will pay under this policy extension is \$15,000 per **event** after applying a \$2,500 **excess**.

Section One exclusions "Incorrect fluids" and "Vehicle parts" do not apply to this policy extension.

PE17

\*Limit adjusted to \$5,000 and excess adjusted to \$1,500

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	*	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Incorrect fuel (PE18)

We will pay for **loss** as a result of **your vehicle** being operated following the **accidental** introduction of the incorrect fuel type (for example, diesel into a petrol engine or petrol into a diesel engine) into **your vehicle**.

The most **we** will pay under this policy extension is \$15,000 per **event** after applying a \$1,500 **excess**.

Section One exclusions "Incorrect fuel" and "Vehicle parts" do not apply to this policy extension.

PE18

\*Limit adjusted to \$5,000 and excess adjusted to \$1,000

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	*	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Invalidation (PE19)

We will cover **you** under Section One for **loss** resulting from the use of **your vehicle** which would otherwise be excluded from cover or not covered due to a breach of a policy condition, provided that:

- the use of the **vehicle** was without **your** knowledge or consent; and
- you** have not waived any right of recovery against the driver or person responsible for the **loss**; and
- you** report the **loss** and the driver or person responsible for the **loss** to the New Zealand Police; and
- you** cooperate fully with **us** in any subrogated recovery action against the driver or person responsible for the **loss**, including legal proceedings.

For the purposes of sub-paragraph (a) of this policy extension, **your** includes:

- any person employed by **you** with **your** delegated authority to control the conduct of the driver; or
- the driver, if the driver is of a sufficiently senior position within **your** business such that his or her knowledge or consent is deemed by law to be **your** knowledge or consent.

PE19

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Keys and locks only - lower excess (PE20)

If any key and/or remote control device giving access to **your vehicle** is damaged, lost or stolen and **your vehicle** has not suffered any other **loss** covered by Section One of this policy, **we** will pay **your** costs reasonably incurred in:

- altering or replacing locks;
- replacing keys and/or remote control devices;
- recoding or replacing the keyless vehicle module/control unit (or equivalent).

**Your** standard **excess** or a \$500 **excess** (whichever is the lesser) will apply to any payments made under this policy extension.

PE20

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

**Loss of use/substitute vehicle hire (PE21)**

If a **loss** for which a claim is payable under Section One of this policy prevents **you** from using **your vehicle**, **we** will contribute to the cost of hiring a substitute vehicle during the “period of loss” as defined below.

For the purposes of this policy extension, “period of loss” means the period:

- beginning when **your vehicle** is delivered to the repairer for the commencement of repairs or from the date of **loss** if **your vehicle** can no longer be driven or has been stolen; and
- ending when the repairs are completed or **you** have returned the substitute vehicle, whichever occurs first. In the event of a **total loss**, the period of **loss** ends on the date **we** make payment in respect of the **total loss**.

This policy extension does not apply:

- if **you** have available a free substitute vehicle or purchase an additional vehicle;
- to fuel, vehicle running or maintenance costs or insurance costs (including any excess reduction charges charged by the hire company);
- unless costs are actually incurred in hiring a substitute vehicle.

The amount payable under this policy extension consists of a daily allowance and a total amount payable during the applicable **period of insurance** in accordance with the type of cover selected or as otherwise specified in the **schedule**.

Section One exclusion “Loss of Use” does not apply to this policy extension.

PE21

Star Prestige - Elite	Y	Star Enthusiast	X	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	X	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	X

### **Methamphetamine contamination (PE22)**

**We** will pay for the testing of **your vehicle** for any methamphetamine contamination if:

- your vehicle** is stolen but subsequently recovered and returned to **you**; and
- we** have not already paid a claim under Section One; and
- we** have reasonable grounds to believe that **your vehicle** may be contaminated by methamphetamine.

If the test results show methamphetamine contamination and the level does not comply with the relevant guideline set out in the most recent version of the New Zealand Standard NZS8510 (or any subsequent amendment or replacement Standard), **we** will pay for the cleaning of **your vehicle** so that it complies with the relevant guideline.

The most **we** will pay under this policy extension is \$2,000 per **event** after applying a \$250 **excess**.

Section One exclusion “Contamination” does not apply to this policy extension.

PE22

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X



### **New replacement vehicle (PE23)**

If:

- a. **your vehicle** is a **total loss**; and
- b. **your vehicle** was first registered in New Zealand; and
- c. **your vehicle** was purchased from the manufacturer's franchised dealer; and
- d. **you** purchased **your vehicle** within six months of its first date of registration; and
- e. **your vehicle** has travelled no more than 2,500km at the time of purchase;

then **we** will replace **your vehicle** with a new vehicle of the same make, model and specification (but not colour) or the nearest equivalent model and specification if the current model and specification is no longer manufactured, subject to availability within New Zealand, on the basis of one of the following three Options A-C as specified in the Type of Cover applicable to **your vehicle**, and subject to the additional conditions set out below.

#### **Option A**

At the time of the **loss** no more than 12 months have elapsed from the original registration or purchase date of **your vehicle** (whichever occurred first) and it has not travelled more than 15,000km.

#### **Option B**

At the time of the **loss** no more than 24 months have elapsed from the original registration or purchase date of **your vehicle** (whichever occurred first) and it has not travelled more than 30,000km.

#### **Option C**

At the time of the **loss** no more than 36 months have elapsed from the original registration or purchase date of **your vehicle** (whichever occurred first) and it has not travelled more than 45,000km.

This policy extension is subject to the following additional conditions:

- a. if no new replacement vehicle is available or **you** do not want **your vehicle** replaced with a new vehicle, **we** will pay **you** the **market value** up to but not exceeding the **sum insured**;
- b. if **your vehicle** is recognised as one of a "limited edition" and **we** are unable to replace it, **we** will pay the purchase price of **your vehicle** or the **sum insured**, whichever is the lesser;
- c. the most **we** will pay for a replacement vehicle under this policy extension will be the **sum insured**. If the value of the replacement vehicle is higher than the **sum insured** and you want **your vehicle** replaced with a new vehicle, **you** will be required to pay the difference between the **sum insured** and the cost of the replacement vehicle;
- d. if **your vehicle** is subject to finance (including any lease agreement), **you** will only be entitled to the application of this policy extension if the relevant financier agrees to transfer its security over **your vehicle** to any new replacement vehicle.

For the purpose of this policy extension “limited edition” means that there was a limited global run of the vehicle of less than 500.

The policy **excess** applicable to **your loss** applies to any payments made under this policy extension.

PE23

\*Unless noted on your schedule

Star Prestige - Elite	Opt. C*	Star Enthusiast	X	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Opt. B*	Star Enthusiast - Modern Hobby	Opt. B*	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Opt. A*	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	X

### Parts and accessories (PE24)

We will cover **loss** to any of **your vehicle's**:

- accessories** that are not fitted to or are not in **your vehicle**; or
- spare parts that are not fitted to **your vehicle**;

provided that this policy extension only applies where such **accessories** or spare parts are securely stored at **your** home or the home of any authorised driver or in another secure storage location or, in the case of spare parts stolen from **your vehicle**, if they were inside the **vehicle** at the time of the theft and the **vehicle** was locked.

The most **we** will pay under this policy extension is \$5,000 per **event** unless a different amount is payable in accordance with the type of cover selected or as otherwise shown in the **schedule**, and after applying the standard policy **excess**.

PE24

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	X	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

## Personal injury and death (PE25)

**We** will pay the amounts set out below if:

- a. **you** and/or any **family** member suffers **injury** or death as a direct result of and within three months of an **accident** involving **your vehicle**, whether the **vehicle** was in motion or stationary at the time of the **accident**; and
- b. the **accident** gives rise to a **loss** for which a claim is payable under this policy; and
- c. **you** and/or the **family** member were the driver or passenger in the **vehicle**; and
- d. **you** and/or the **family** member were wearing driver or passenger restraints at the time of the **accident**.

**We** will pay the following amounts arising out of any one **event**:

- a. death \$10,000;
- b. medical and dental expenses incurred in connection with such **injury** up to the sum of \$1,000;
- c. total and irrecoverable **loss** of the sight of:
  - i. one eye \$2,500; or
  - ii. both eyes \$5,000;
- d. total and permanent **loss** of the use of:
  - i. one hand or one foot \$2,500;
  - ii. both hands or both feet, or of one hand together with one foot \$5,000.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule**.

**We** will not pay any amounts under this policy extension for death or **injury** resulting from suicide, attempted suicide or any self-inflicted **injury**.

The most **we** will pay under this policy extension is \$10,000 per person and \$30,000 in total for any one **event**.

General exclusion "Accident Compensation" does not apply to this policy extension.

PE25

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	X	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	X	Third Party Only	X

### Personal property owned by you (PE26)

If, as a result of **loss to your vehicle** for which a claim is payable under this policy, **you** or any passenger suffer **loss** of personal property owned by **you** or the passenger and which is within the **vehicle** at the time of the **loss**, we will cover **you** or **your** passenger for such **loss** of personal property.

We will at **our** option pay:

- the cost to repair the property as near as possible to the condition it was in immediately before the **loss** occurred; or
- the market value of the property.

There is no cover under this policy extension if such property is otherwise insured.

The most **we** will pay under this policy extension during the **period of insurance** is \$2,000.

For the purposes of this policy extension, “market value” is the reasonable retail value, or value at which the same item can be purchased immediately prior to the **loss**.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule**.

PE26

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	X	Star Enthusiast - Restoration and / or Storage	X	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Personalised plate cover (PE27)

If **your vehicle** is fitted with a personalised plate and if **your vehicle** or the personalised plate is stolen and not recovered or the personalised plate is damaged, **we** will pay to have the personalised plate remade.

The most **we** will pay under this policy extension is \$100 per **event**. An excess will not be applied and Policy Extension “Claim-free recognition” (PE3) will not be affected.

PE27

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

**Physical assault (PE28)**

If **you** and/or any **family** member is subject to a physical assault during an attempted or actual theft of **your vehicle**, or any actual or threatened physical assault while **you** are driving **your vehicle**, **we** will reimburse **you** or the **family** member for **your** or the **family** member's costs of legal representation, medical expenses or counselling.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule**.

There is no cover under this policy extension where the actual or threatened assault is carried out by a **family** member or by a person known to **you**.

The most **we** will pay under this policy extension during the **period of insurance** is \$2,000.

PE28

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

**Premium credit (PE29)**

Where **we** pay a claim under this policy on the basis of a **total loss** and the policy is automatically cancelled but **you** subsequently insure **your** replacement vehicle with **us**, **we** will credit the unused premium under the cancelled policy to **your** replacement policy, provided that **you** or the person in control of **your vehicle** at the time of the **loss** was in **our** opinion completely free of blame and that **you** obtain and provide **us** with:

- the registration number(s) of any other vehicle(s) involved in the **accident** giving rise to the **loss**; and
- the name, address, and contact details of any other driver(s) involved in the **accident** and any witness(es); and
- details of any other property damaged in the **accident**.

PE29

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Registration and road user charges (PE30)

Where **we** pay a claim under this policy on the basis of a **total loss**, **we** will pay **you** the unexpired portion of any registration and road user charges (if applicable) remaining on **your vehicle**.

PE30

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Road clearing/load recovery costs (PE31)

**We** will pay **your** reasonable costs necessarily incurred in cleaning up and clearing away any debris and spillage resulting from a **loss** for which a claim is payable under this policy.

There is no cover under this policy extension in respect of any fine, penalty or **reparation** payment.

The most **we** will pay under this policy extension is \$10,000 per **event** and in total during the **period of insurance**.

PE31

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

**Second hand purchase price guarantee (PE32)**

We will pay **you** the **sum insured** if **your vehicle** is a **total loss**, and:

- you** are the second or subsequent owner of **your vehicle**; and
- you** have owned **your vehicle** for a period of less than 12 months as at the date of **loss**; and
- the **sum insured** at the time of the **total loss** equals the price **you** paid for **your vehicle**; and
- you** provide to **us** **your** sale and purchase agreement or other documentation acceptable to **us** evidencing the price **you** paid for **your vehicle**.

If **you** are unable to provide to **us** the sale and purchase agreement or other documentation acceptable to **us** evidencing the purchase price of the **vehicle**, the most **we** will pay under this policy extension is the **vehicle's market value** up to but not exceeding the **sum insured** unless **you** have Star Enthusiast (Comprehensive) cover, as shown in the **schedule**, in which case your settlement will be based on **agreed value**.

This policy extension only applies to **vehicle(s)** purchased from a Licensed Motor Vehicle Dealer unless **we** have agreed otherwise and this is noted on the **schedule**.

The policy **excess** applicable to **your loss** applies to any payments made under this policy extension.

PE32

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X



### Temporary additional vehicles (PE33)

If during the period of insurance:

- you** acquire an additional vehicle on a temporary basis, for a period not exceeding seven days; and
- you** do not have an ownership interest in the temporary additional vehicle; and
- the temporary additional vehicle is not covered by any other policy of insurance; and
- you** advise us of the temporary additional vehicle prior to or immediately after **you** acquire it;

**we** will cover the temporarily acquired additional vehicle as if it were **your vehicle** in respect of **your** liability to:

- the owner of the vehicle, in respect of **loss** covered under Section One of this policy, provided that the most **we** will pay is \$100,000 in respect of any one vehicle and in total during the **period of insurance**; and
- third parties, in accordance with the terms, conditions and exclusions of Section Two of this policy.

The standard policy **excess** applies to any payments made under this policy extension.

The terms, conditions and exclusions of this policy apply as if the temporary additional vehicle were **your vehicle**.

PE33

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	X	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Temporary repairs (PE34)

Following a **loss** for which a claim is payable under this policy, **we** will pay the reasonable cost of repairs which are necessary to make **your vehicle** roadworthy, to enable **you** to get **your vehicle** to **your** destination or to a repairer.

The most **we** will pay under this policy extension is \$2,000 per **event**.

PE34

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Total loss - leased vehicles gap cover (PE35)

Where:

- your vehicle** is leased pursuant to a written lease agreement; and
- we** consider it to be a **total loss** and pay **you** the **vehicle's market value** under Section One, "What we will pay - Total loss", sub-paragraph (g);

**we** will also pay to the lessor the outstanding amount owing (if any) under the lease agreement.

There is no cover under this policy extension where the value of **your vehicle** has been overstated at the time of entering into **your** lease agreement.

No payment under this policy extension will include any:

- penalty payments or interest, including but not limited to payments or penalties for early termination, additional distance travelled, lack of or poor servicing or maintenance; or
- rebatable items, or additional costs arising from a variation to the original lease agreement; or
- arrears or unpaid obligations; or
- balloon payments.

The most **we** will pay under this policy extension is \$5,000 per **event**.

PE35

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Total loss - financed vehicles gap cover (PE36)

Where:

- your vehicle** was purchased with loan monies provided by a lender solely for the purpose of purchasing the **vehicle** and pursuant to a written loan agreement; and
- we** consider **your vehicle** to be a **total loss** and pay **you** the **vehicle's market value** under Section One, "What we will pay - Total loss", sub-paragraph (g);

**we** will also pay to the lender any shortfall amount between **our** payment in settlement of **your** claim and the outstanding balance of **your** loan.

There is no cover under this policy extension where the value of **your vehicle** has been overstated at the time of entering into **your** loan agreement.

No payment under this policy extension will include any:

- penalty payments or interest, including but not limited to payments or penalties for early termination; or
- rebateable items or additional costs arising from a variation to the original loan agreement; or
- arrears or unpaid obligations; or
- balloon payments.

The most **we** will pay under this policy extension is \$5,000 per **event**.

PE36

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Towing and storage/vehicle recovery (PE37)

If **your vehicle** cannot be driven following a **loss** for which a claim is payable under this policy, **we** will pay for reasonable and necessary:

- towing or rescue costs to remove the **vehicle** to the nearest place of safety; and
- storage costs incurred while the **vehicle** is awaiting claim acceptance and assessment for repair.

The most we will pay under this policy extension is \$1,000 per **event**.

PE37

\*Only where your vehicle is recovered or removed from formed and sealed roads.

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	*	Third Party Only	X

### Trailers (PE38)

**We** will cover **loss** to any trailer either owned by **you** or in **your** care, custody or control, provided that the trailer:

- is used in accordance with the allowable Vehicle Use set out in this policy; and
- has adequate security devices enabled (including coupling lock, wheel clamp or chain) if it is being stored or is not attached to **your vehicle**; and
- can be towed by **your vehicle**; and
- is not covered by any other policy of insurance.

**We** will pay the lesser of:

- the **market value** of the trailer; or
- the cost to repair the trailer to a condition as close as possible to, but not better than, its condition as at the date of the **loss**.

For the purposes of this policy extension “market value” is the reasonable retail value, or value at which the same trailer can be purchased, immediately prior to the **loss**.

The most **we** will pay under this policy extension is \$5,000 per **event** or as otherwise agreed to by **us** and stated in the **schedule**, after applying a \$250 **excess**.

PE38

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Trauma (PE39)

**We** will pay the reasonable costs of professional counselling services for **you** and/or any **family** member if **you** and/or any **family** member suffers **bodily injury** or death:

- as a direct result of and within three months of an **accident** involving **your vehicle**, whether the **vehicle** was in motion or stationary at the time of the **accident**; and
- the **accident** is a **loss** for which a claim is payable under this policy; and
- you** and/or the **family** member were the driver or passenger in the **vehicle**; and
- you** and/or the **family** member were wearing driver or passenger restraints at the time of the **accident**.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule**.

The most **we** will pay under this policy extension is \$2,000 per **event** and in total during the **period of insurance**.

PE39

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Valet and other vehicle use (PE39a)

Notwithstanding any requirements or restrictions in respect of **vehicle** use set out in the description of “Authorised Drivers” as stated in the **schedule**, **we** will cover **you** for **accidental loss to your vehicle** under Section One and legal liability under Section Two where **your vehicle** is being:

- parked or retrieved by a professional parking valet;
- driven by an authorised employee of a company that has been contracted to provide chauffeur services to **you**;
- driven by a member of the motor trade professionally engaged in the overhaul, repair or servicing of the **vehicle**;
- driven to a hospital or medical centre immediately following a medical emergency suffered by **you**,

provided that:

- the **loss** or liability is not covered by any other insurance policy;
- the terms, conditions and exclusions in this policy otherwise apply as if the person driving **your vehicle** were **you**.

General exclusions “Non allowable use” and “Unlicensed or excluded drivers” do not apply to this policy extension.

PE39a

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	X	Star Enthusiast - Off Road	Y	Third Party Only	X

### Windscreen and glass (PE40)

If **your** claim is solely for **accidental loss** to windscreens, windows, sunroofs, headlights, fog lights, permanently affixed spotlights, running lights or tail lights on **your vehicle**, **your** policy extension “Claim-free recognition” (PE3) will not be affected.

PE40

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	X
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	X
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	X
Star Everyday - Basic	*	Star Enthusiast - Off Road	Y	Third Party Only	X

\*Clause used for windscreen definition only

## Optional Policy Extensions

The following optional policy extensions only apply if **we** agree to offer one or more of the optional policy extensions, **you** have purchased the optional policy extension and it is shown in the **schedule**.

Unless otherwise stated:

- a. the optional policy extensions are subject to the terms, conditions and exclusions of this policy;
- b. some optional policy extensions may be subject to separate sub-limits and **excesses**, as specified.

### Pairs and sets (OE1)

Where following a **loss** for which a claim is payable under Section One of this policy:

- a. **we** are settling **your** claim on the basis that **your vehicle** is repairable; and
- b. any part or parts of **your vehicle** which form part of a pair, set or suite have suffered **loss** and cannot be repaired or replaced;

**we** will at **our** option:

- a. pay for the replacement of the entire pair, set or suite with the nearest available equivalent pair, set or suite; or
- b. pay **you** the last known New Zealand list price of the entire pair, set or suite and not solely the part or parts suffering **loss**.

Where there is **loss** to one or more of the **vehicle's** wheel rims but the **vehicle's** tyres are undamaged, **we** will only pay for the repair or replacement of the damaged wheel rims and not for the replacement of the undamaged tyres.

The most **we** will pay under this optional policy extension is the **sum insured** specified in the **schedule** per **event**.

After **we** pay for the replacement of the pair, set or suite, or pay **you** the last known list price as applicable, all original items both damaged and undamaged become **our** property.

### Peer-to-peer hire or rental (OE2)

If **you** register **your vehicle** with a registered peer-to-peer rental scheme, website or platform which is approved by **us**, **you** are covered under:

- a. Section One of this policy for **loss** to **your vehicle** while it is being driven by the hirer; and
- b. Section Two of this policy for **your** legal liability arising from the use of **your vehicle** by the hirer.

However, if at the time of the **loss** or liability the hirer of **your vehicle** was in breach of any of the terms or conditions of the relevant hire or rental agreement, then:

- a. **we** will be entitled to take over in full any legal right of recovery that **you** have against the hirer or driver of **your vehicle** in respect of any **loss** suffered to **your vehicle** or in respect of any payments made pursuant to any liabilities incurred to third parties; and
- b. **you** must provide **us** with full assistance in respect of any such recovery in accordance with the "Making a Claim" policy condition, "After you have made a claim", sub-section (b).



### **Personal property not owned by you (OE3)**

If, as a result of **loss** to **your vehicle** for which a claim is payable under Section One of this policy, there is **loss** of personal property carried in your vehicle but not owned by **you**, **we** will at **our** option pay the lesser of:

- a. the cost to repair the property as near as possible to the condition it was in immediately before the **loss** occurred; or
- b. the market value of the property.

There is no cover under this optional policy extension if such property is otherwise insured.

The most **we** will pay under this optional policy extension during the **period of insurance** is as specified in the **schedule**.

For the purposes of this optional policy extension, "market value" is the reasonable retail value, or value at which the same item can be purchased immediately prior to the **loss**.

### **Wraps, signwriting and artwork (OE4)**

If, as a result of **loss** to **your vehicle** for which a claim is payable under Section One of this policy, there is **loss** to signwriting, wrap(s) or artwork affixed to **your vehicle**, **we** will:

- a. pay the reasonable cost to repair or reinstate the damaged sections of signwriting, wrap material or artwork; or
- b. in the event of a **total loss** pay **you** the reasonable costs of signwriting, wrapping or installing artwork to an equivalent specification on a replacement vehicle. If **you** request **us** to do so, **we** will pay to remove any personal or company identification signwriting from the **vehicle** wreck before disposing of the wreck.

**We** will not replace any undamaged signwriting or wrap sections due to colour variations arising from environmental conditions, such as fading.

The most **we** will pay under this optional policy extension during the **period of insurance** is \$5,000 or as specified in the **schedule**.

## Section One - Exclusions

### Consequential loss/depreciation

**You** are not covered for consequential loss (including depreciation or loss of value) of any kind, however caused.

### Contamination

**You** are not covered for any **loss** arising from environmental, biological, chemical or other contamination of **your vehicle**.

### Defect in workmanship/design/manufacture

**You** are not covered for any **loss** arising from defective workmanship, failure of, or defect or fault in the design of, the specifications for or the materials incorporated into **your vehicle**, or arising from failure, defect or fault in the manufacture of **your vehicle**.

### Diminution in value

**You** are not covered for loss or reduction in value of **your vehicle** following repair of **your vehicle**.

### Gradual damage

**You** are not covered for any **loss** arising from gradual damage including, but not limited to, water seepage or leakage or the action of light (including sunlight).

### Incorrect fluids

**You** are not covered for **loss** arising from the introduction of incorrect fluids (for example, diesel exhaust fluid, diesel engine additives, introduction of oil which is not currently recommended by the vehicle manufacturer, hydraulic fluid, coolant, washer fluid or water) into **your vehicle**.

### Incorrect fuel

**You** are not covered for **loss** arising from the introduction of the incorrect fuel type (for example, diesel into a petrol engine or petrol into a diesel engine) into **your vehicle**.

### Loss of use

**You** are not covered for any loss, whether financial or otherwise, because **you** are unable to use **your vehicle**.

### Theft by purchaser

**You** are not covered for any **loss** arising from:

- a. theft or illegal conversion by a purported or prospective purchaser of **your vehicle** unless:
  - i. **you** establish to **our** satisfaction that **you** took all reasonable precautions to prevent such theft or illegal conversion; or
  - ii. the theft or illegal conversion was accompanied by violence or the threat of violence, or was a result of deception, which could not have been prevented through the taking of reasonable precautions.

For the purposes of this exclusion, "reasonable precautions" includes but is not limited to:

- a. accompanying the prospective purchaser on any test drive; and
- b. where a purchase is agreed, receiving payment and/or obtaining proof of payment before parting with possession of the **vehicle**.

### **Tyres**

**You** are not covered for **loss** to **your vehicle**'s tyres caused by braking or by punctures, cuts or bursts unless that **loss**:

- a. occurs in the same **event** as another **loss** to **your vehicle** for which a claim is payable under this policy; or
- b. occurs as a result of the malicious or deliberate act of a person not insured by this policy.

### **Vehicle parts**

**You** are not covered for **loss** to the following parts of **your vehicle**:

- a. the engine and all engine parts;
- b. cooling systems, including but not limited to radiators, heat exchangers, cooling fans, pressure caps, water pumps, thermostats and hoses;
- c. hydraulic systems, including but not limited to shock absorbers and suspension systems;
- d. transmission system, including but not limited to gearbox, drive shafts, axles, differentials, clutches and wheel hubs;
- e. fuel systems;
- f. braking systems;
- g. electrical/electronic systems, computer systems and mechanical systems.

However, this exclusion does not apply to **loss** resulting from:

- a. fire;
- b. **your vehicle**, or another vehicle conveying **your vehicle**, overturning;
- c. **your vehicle** impacting or colliding with an external object (including people or animals);
- d. **your vehicle** being partly or fully immersed in a body of water (including flood);
- e. theft or illegal conversion of **your vehicle**;
- f. malicious damage to **your vehicle**;
- g. hail, snow, storm or lightning;
- h. natural disaster;
- i. **your vehicle** being **accidentally** operated with contaminated fuel.

### **Wear and tear etc**

**You** are not covered for wear and tear, corrosion, gradual deterioration, rust, rot, mould or existing damage or defects in **your vehicle**.

## V. Section Two – Legal Liability

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### What you are covered for

#### Legal liability

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

- a. **accidental loss** to the property of others; and/or
- b. **accidental bodily injury** to any person;

where such **accidental loss** or **accidental bodily injury** occurs during the **period of insurance** and is caused by or is in connection with use of **your vehicle** in New Zealand (including while the **vehicle** is being loaded or unloaded).

#### Reparation

**You** are covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** to property or **accidental bodily injury** as a result of **your** committing an offence during the **period of insurance** in connection with use of **your vehicle** in New Zealand (including while it is being loaded or unloaded).

Provided that **you** must tell **us** immediately if **you** or anyone else entitled to cover is charged with any offence in connection with the use of a **vehicle** which resulted in **loss** to property or **bodily injury** to another person.

There is no cover for any:

- a. legal defence costs or expenses including court costs, levies or costs awarded against **you** in respect of an offence; or
- b. order of **reparation** arising from the prosecution of an offence under the Health and Safety at Work Act 2015 (and/or any subsequent amendment or replacement Acts); or
- c. order of **reparation** arising from or in connection with the use of a **vehicle** which is being used for hire or reward.

## What we will pay

### Property damage

In respect of **your** legal liability for **accidental loss** to the property of others **we** will pay for:

- a. liability, including liability for **reparation**; and
- b. costs awarded against **you** by a civil court or arbitrator.

The most **we** will pay is \$20,000,000 per **event**.

In addition, where it is alleged that **you** are legally liable, and that legal liability would be covered under this policy if established, **we** will pay for **your** reasonable defence costs and expenses incurred in defending that allegation up to a limit of \$500,000 per **event**, provided that such costs and expenses are incurred with **our** prior written consent.

### Bodily injury

In respect of **your** legal liability for **accidental bodily injury** to any person **we** will pay for:

- a. liability, including liability for **reparation**; and
- b. costs awarded against **you** by a civil court or arbitrator.

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

In addition, where it is alleged that **you** are legally liable, and that legal liability would be covered under this policy if established, **we** will pay for **your** reasonable defence costs and expenses incurred in defending that allegation up to a limit of \$500,000 per **event**, provided that such costs and expenses are incurred with **our** prior written consent.

### Total payable for property damage and bodily injury

The most **we** will pay for a claim for **accidental loss** to the property of others and **accidental bodily injury** in total for one **event** is \$20,000,000 plus \$500,000 defence costs.

## Section Two - Policy Extensions

Please refer to table contained within each extension to confirm if cover applies to your policy.

In addition to the standard cover under Section Two and depending on the type of cover **you** have selected as shown in the **schedule** and defined in the “Type of Cover” section, some or all of the following policy extensions may be automatically included in **your** policy.

Unless otherwise stated:

- a. the policy extensions are subject to the terms, conditions and exclusions of this policy;
- b. some policy extensions may be subject to separate sub-limits and **excesses**, as specified;
- c. sub-limits are included within the limit of \$20,000,000 for **accidental loss** to the property of others or \$1,000,000 for **accidental bodily injury** as applicable and are not in addition to those limits.

### Exemplary damages (S2E1)

**We** will cover **your** liability for punitive or exemplary damages awarded by any New Zealand court in respect of **accidental bodily injury**, provided that:

- a. any such award of punitive or exemplary damages is deemed insurable at law and to be recoverable under this policy; and
- b. there is no cover under this policy extension in respect of awards of punitive or exemplary damages directly or indirectly arising from or connected with any wilful or malicious act or omission by **you** or anyone acting on **your** behalf.

The most **we** will pay under this policy extension is \$100,000 per **event** and in total during the **period of insurance**.

Section Two exclusion “Exemplary damages” does not apply to this policy extension.

S2E1					
Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y

### General average/salvage charges (S2E2)

We will pay any general average or salvage charges that **you** are legally required to pay as a result of **your vehicle** being carried by sea between places in New Zealand during the **period of insurance**.

S2E2

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y

### Manslaughter defence costs (S2E3)

We will cover:

- your** reasonable legal defence costs incurred with **our** prior written approval to defend a charge of manslaughter, or dangerous driving causing death or careless driving causing death; and
- costs necessarily and reasonably incurred with **our** prior written approval for legal representation at any inquiry or coroner's inquest in connection with such death;

where such death is **accidental bodily injury** resulting from **you** driving **your vehicle** during the **period of insurance**.

The most **we** will pay under this policy extension is \$20,000 per **event** and in total during the **period of insurance** after the application of a \$1,000 **excess**.

Section Two exclusion "Defence costs - prosecutions" does not apply to this policy extension.

S2E3

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y



**Movement of other vehicles (S2E4)**

We will cover **your** liability for **loss** arising out of the movement by **you** of any vehicle not owned by **you**, providing that the vehicle:

- a. is parked in a position that prevents or impedes the loading or unloading of **your vehicle**; or
- b. prevents or impedes the legitimate passage of **your vehicle**.

Section Two exclusion "Property owned by you" does not apply to this policy extension.

The terms, conditions and exclusions in this policy otherwise apply as if the vehicle being moved were **your vehicle**.

S2E4

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y

**Other person's liability (S2E5)**

We will cover under Section Two the legal liability of any "Authorised Person" as specified in the schedule arising from that person's use of **your vehicle**, provided that:

- a. the person's liability is not covered by any other insurance policy; and
- b. the terms, conditions and exclusions in this policy otherwise apply as if the person were **you**.

S2E5

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y

**Towing disabled vehicles (S2E6)**

**We** will cover **your** legal liability in connection with the use of **your vehicle** to tow a disabled vehicle, provided such towing is not for reward or financial gain.

Section Two exclusion "Property owned by you" does not apply to this policy extension.

S2E6

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y

**Using another vehicle (S2E7)**

**We** will cover under Section Two **your** legal liability arising from **your** use of any other vehicle, provided that:

- you** do not own the other vehicle; and
- the other vehicle is not a hire, rental or loan vehicle, unless the other vehicle has been hired, rented or loaned under the Section One Policy Extension "Hired, rented or loaned vehicles not otherwise insured" (PE14) or "Temporary additional vehicles" (PE33) or where Section Policy One Policy Extensions "Condemned buildings and car parks" (PE5) or "Loss of use/substitute vehicle" (PE21) apply; and
- there is no other insurance covering the same liability.

The terms, conditions and exclusions in this policy apply as if the other vehicle being used were **your vehicle**.

S2E7

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y

### Vicarious liability (S2E8)

We will cover **your** liability while any vehicle not belonging to **you** and not provided by **you** is being used in connection with **your** business by any person in **your** employment, provided:

- a. **we** will not be liable for **loss** to that vehicle or to property being conveyed by it; and
- b. there is no other insurance covering the same liability.

The terms, conditions and exclusions in this policy apply as if the vehicle not belonging to **you** and not provided by **you** were **your vehicle**.

S2E8

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y

### Weight damage (S2E9)

We will cover **your** liability for damage to property (including any road) caused by the weight of **your vehicle** including the weight of the load carried by the **vehicle**.

The most **we** will pay under this policy extension is \$500,000 per **event**.

A \$5,000 **excess** applies to this policy extension.

Sub-sections (b)-(d) of Section Two exclusion "Weight" do not apply to this policy extension.

S2E9

Star Prestige - Elite	Y	Star Enthusiast	Y	Star Enthusiast - Loss & Dam excl race & prep / test	Y
Star Prestige - Gold	Y	Star Enthusiast - Modern Hobby	Y	Star Enthusiast - Loss & Dam excl under own power	Y
Star Everyday - Silver	Y	Star Enthusiast - Restoration and / or Storage	Y	Third Party Fire & Theft	Y
Star Everyday - Basic	Y	Star Enthusiast - Off Road	Y	Third Party Only	Y

## Section Two - Exclusions

### Death of a driver

**You** are not covered for liability in respect of death or **bodily injury** to any person who, at the time of the **event** causing such death or **bodily injury**, was driving or in charge of **your vehicle**.

### Defence costs - prosecutions

**You** are not covered for any legal defence costs or expenses including court costs, levies or costs awarded against **you** arising from the prosecution of any offence under any Act of Parliament including any regulations, rules or by-laws made under any Act.

### Exemplary damages

**You** are not covered for any punitive or exemplary damages.

### Fine and penalties

**You** are not covered for any fine or penalty.

### Liability by agreement

**You** are not covered for any liability arising out of a contract or agreement unless such liability would have arisen in the absence of such contract or agreement.

### Not being used as a vehicle

**You** are not covered for any liability directly or indirectly arising from the use or operation of **your vehicle** or any component of the **vehicle** as a tool of trade or as an item of mechanically propelled plant or item of machinery.

### Property owned by you

**You** are not covered for any liability, including liability for **reparation**, for **loss** to any property owned by **you** or in **your** care, custody or control, other than a disabled vehicle being towed by **your vehicle**.

### Weight

**You** are not covered for any liability for or in connection with damage to property (including any road) arising from:

- a. vibration caused by **your vehicle**; or
- b. the weight of **your vehicle**; or
- c. the weight of the load carried by **your vehicle**; or
- d. the combined weight of the load and **your vehicle**.

## VI. General exclusions that apply to all parts of this policy

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### Accident compensation

**You** are not covered for any compensation, benefits, costs or any other amounts or payments that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or which would be recoverable but for:

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

### Alcohol and drugs

There is no cover under this policy if the driver of **your vehicle** was at the time of the **event** giving rise to a claim under this policy:

- a. under the influence of intoxicating liquor or has a breath alcohol or blood alcohol concentration that exceeds the legal limit; or
- b. refuses to undergo a breath or blood test when legally required to do so; or
- c. fails or refuses to stop or remain at the scene of an **accident** when legally required to do so; or
- d. is under the influence of a drug or other intoxicating substance.

This exclusion does not apply if the driver of **your vehicle** has stolen or illegally converted it (provided **you** report the theft or illegal conversion to the New Zealand Police as soon as possible).

### Confiscation

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

### Excess

**You** are not covered for any applicable **excesses**.

For each **event**, the amount of any applicable **excesses** will be deducted from the amount of **your** claim.

Where a single **event** causes **loss** to multiple **vehicles** insured under this policy only one **excess** will apply. The **excess** applied will be the highest of any applicable excesses.

### Foreign courts

**You** are not covered for any **loss** or liability or claim of any type in connection with:

- a. proceedings or a prosecution brought in a court outside New Zealand; or
- b. proceedings or a prosecution brought in a court within New Zealand to enforce a judgment made by a court outside of New Zealand; or
- c. legal liability arising under the proper law of a country other than New Zealand.

### **Intentional or reckless acts**

**You** are not covered for any **loss** or liability arising from any deliberate, intentional or reckless act or omission by **you** or anyone acting with **your** express or implied authority or consent.

### **Loss of electronic data**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with **loss** of **electronic data**, including, but not limited to:

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
- b. error in creating, amending, entering, deleting or using **electronic data**;
- c. total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all;
- d. communication, display, distribution or publication of **electronic data**.

### **Non allowable use**

**You** are not covered for any **loss** or liability arising from any use of **your vehicle** which is outside the terms of the "Vehicle Use" provision in this policy.

### **Nuclear and radiation risks**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with:

- a. nuclear weapons material; or
- b. the operations of a nuclear power plant; or
- c. ionising radiation or contamination by radiation or otherwise from any nuclear waste; or
- d. the fusion or fission of nuclear fuel.

### **Overloaded vehicle**

**You** are not covered for any **loss** or liability arising from or connected with the loading of **your vehicle** in excess of the manufacturer's recommended specifications or contrary to regulations or statute.

### **Terrorism**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with:

- a. any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **loss** or liability; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

### **Unlicensed or excluded drivers**

There is no cover under this policy if the driver of **your vehicle**:

- a. is unlicensed to drive the **vehicle**, does not hold a licence that is in full force and effect and/or does not comply with or is in breach of his or her licence conditions; or
- b. is not legally allowed to drive in New Zealand; or
- c. is not an "Authorised Driver" as specified in the **schedule** or otherwise covered by this policy.

This exclusion does not apply if the driver of **your vehicle** has stolen or illegally converted it provided **you** report the theft or illegal conversion to the New Zealand Police as soon as possible after the theft or illegal conversion.

### **Unsafe vehicle**

There is no cover under this policy if at the time of the **loss your vehicle** is in an unsafe or damaged condition, provided that this exclusion will not apply if **you** prove to **our** satisfaction that:

- a. such condition did not cause or contribute to any **loss** or liability; and
- b. **you** or the driver of **your vehicle** were unaware of such condition; and
- c. **you** had taken all reasonable steps to maintain **your vehicle** in a safe condition.

For the purposes of sub-paragraph (b) of this exclusion, **you** includes any person employed by **you**.

### **War and civil commotion**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, civil commotion assuming the proportions of or amounting to a popular rising, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power.



## VII. Claims Conditions

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### What you must do

As soon as **you** are aware of any events or circumstances which may lead to a claim under this policy **you** must:

- a. notify **us** as soon as possible;
- b. report to the New Zealand Police as soon as possible if **you** suspect any **loss** was caused by any crime or illegal act;
- c. take all reasonable steps to minimise **your loss** or liability, and to avoid any further **loss** or liability;
- d. take all reasonable steps to provide **us** with details of any other person(s), property or **vehicles** involved in the **event** giving rise to the claim, including, at a minimum:
  - i. the registration number(s) of any other vehicle(s) involved;
  - ii. the names, addresses, and contact details of any other driver(s) and any witness(es);
  - iii. details of any other property damaged;
- e. fully complete and provide us with an approved claim form as soon as possible;
- f. allow **us** unhindered access to investigate, inspect and assess the **loss** or liability. If any permanent repairs to the **vehicle** are to be carried out, **you** must allow **us** access to the **vehicle** before such repairs are carried out;
- g. forward to **us** immediately all relevant information and correspondence, including any correspondence advising of a claim or possible claim against **you** and any court documents;
- h. advise **us** immediately if **you** are charged with any offence in relation to the use of **your vehicle** where such offence relates to **loss** to property or **bodily injury** to another person;
- i. provide any other information or assistance **we** may reasonably request, including attending an interview with any person **we** nominate and/or providing a statutory declaration verifying any details of the **loss** or liability.

### What you must not do

If **you** wish to make a claim on this policy **you** must not:

- a. dispose of or abandon any property in respect of which **you** are making a claim;
- b. start any repairs without **our** permission unless it is necessary to prevent further **loss**;
- c. admit responsibility for any **loss** or liability;
- d. say or do anything that may prejudice **our** ability to defend, negotiate or settle a claim made against **you**, or make recovery of the **loss** from any other person who may be responsible for it.

### After you have made a claim

After **you** have made a claim under this policy:

- a. **we** have the sole right to act in **your** name and on **your** behalf to negotiate, defend or settle any action against **you**, at **our own expense** (except in relation to any **excess** that may apply). **We** may appoint **our** own lawyers to defend the matter who will report to **us**;
- b. **we** may take over in full any legal right of recovery that **you** have against any other person. **You** must:
  - i. cooperate with **us** and provide full assistance including, without limitation, providing documents and other evidence and attending court hearings if required; and
  - ii. not voluntarily or knowingly release any third party from liability for **loss** insured by this policy unless **we** give permission for this.

If **you** do not cooperate or provide assistance to **us** as required, **you** must repay any amounts **we** have paid to **you** or any other party in respect of the claim;

- c. if **we** initiate a recovery **we** will include any uninsured **losses** suffered by **you**. Where **we** do this, **you** agree to:
  - i. pay **your** proportional share of the recovery costs, and subsequently the proceeds of any recovery will be shared on the same proportional basis;
  - ii. at **your** own expense provide us with satisfactory evidence of any uninsured losses;
- d. if any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must tell **us** immediately and, if **we** request it, return the property to **us**;
- e. if, in respect of a claim **we** have paid, **you** receive any money from any person ordered to make **reparation** to **you**, **you** must reimburse **us** for **our** payment, subject to adjustment if **you** have not been fully indemnified for **your loss**;
- f. **we** are entitled to retain possession and ownership of property, including the proceeds of sale from any such property, in respect of which **we** have paid a claim under this policy, subject to adjustment if **you** have not been fully indemnified for **your loss**.

#### **Incorrect statements, dishonesty and fraud**

If any claim under this policy is in any respect dishonest or fraudulent or is supported by any incorrect information or statement:

- a. all benefits under the policy will be forfeit and **your** claim will not be payable; and
- b. the policy automatically terminates from the date of the dishonest or fraudulent act; and
- c. **we** may also cancel any other policy **you** have with **us**.

## VIII. General conditions

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### **Breach of conditions**

No claim shall be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. However, nothing in this policy affects **our** right to avoid the policy for non-disclosure.

### **Cancellation by us**

**We** may cancel this policy at any time by giving **you** notice in writing or by email to:

- a. **your** last known postal address or email address on **our** records; or
- b. **your** broker.

The cancellation will take effect at 4 pm on the 14th day after the date of the notice. **We** will refund to **you** on a pro rata basis any unexpired premium already paid.

### **Cancellation by you**

**You** may cancel this policy at any time by giving **us** notice in writing, by email or by telephone.

The cancellation will take effect immediately. Provided **you** have not made a claim during the **period of insurance**, **we** will refund to **you** on a pro rata basis any unexpired premium already paid to **us**, less a \$50 administration fee.

### **Correctness of statements**

All statements made or information given by **you** or on **your** behalf (whether verbally or in documentation completed manually or electronically):

- a. in any proposal, application or declaration; or
- b. in support of this policy; or
- c. in support of any claim;

must be complete and correct in all respects.

### **Goods and services tax (GST)**

All **sum insured** values, policy limits and **excesses** are GST inclusive.

### **Governing law and jurisdiction**

This policy is governed by the laws of New Zealand. The courts of New Zealand have exclusive jurisdiction in relation to any issues, disputes or claims arising under or in relation to this policy.

### **Joint insurance**

If this policy insures more than one person or entity, then all persons and/or entities are jointly insured. If one of the persons or entities does or fails to do anything so that there is no cover, there will be no cover for anyone, not just the person or entity responsible for the relevant act or omission.

### **Modifications**

**You** must tell **us** and obtain **our** written approval of any modifications that are, or have been, made to the manufacturer's standard specifications for **your vehicle** which changes **your vehicle's** performance and/or value.

### **Other insurance**

If, at the time of any claim arising under this policy, there is any other valid and collectable insurance covering all or part of the same **loss** or liability, this policy will apply only to the amount of any **loss** or liability in excess of that recoverable under the other insurance.

### **Other interested parties**

If **you** have notified **us** of any other party who has a financial interest in **your vehicle**, **we** may at **our** option pay all or part of any claim proceeds to that other party. Such payment will meet all **our** obligations to **you** under the policy to the extent of that payment.

By notifying **us** of the interested party, **you** authorise **us** to disclose personal information about **you** to this party.

Any such party who has a financial interest is not insured by this policy and has no rights to claim under the policy.

### **Policy compliance**

It is a condition precedent to **our** liability under this policy that **you** or anyone else entitled to claim under this policy:

- a. comply with all of its terms and conditions;
- b. pay any outstanding premium.

### **Privacy Act and the Insurance Claims Register (ICR)**

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to **you** on the condition that **you** authorise **us** to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. **You** also authorise us to obtain from ICR Ltd personal information about **you** that is (in **our** view) relevant to this policy or any claim made against it. **You** have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

### **Reasonable care**

**You** must:

- a. take all reasonable care to prevent **loss** to **your vehicle** and to avoid liability; and
- b. take all reasonable care to maintain **your vehicle** in good repair; and
- c. maintain any protection devices, including any alarms, immobilisers and GPS tracking units, in an operational condition; and
- d. comply with all legal requirements relating to safety, maintenance and operation of **your vehicle**;
- e. comply at **your** expense with all reasonable instructions **we** give **you** to prevent loss to **your vehicle** and to avoid liability.

### **Sums insured**

Except where Policy Extension "Second hand purchase price guarantee" (PE32) applies, the values declared to **us** for each of **your vehicles** must represent, as nearly as possible, their current **market value**. Values such as book value, depreciated cost, written down value and residual value will not be sufficient to comply with this condition.

## IX. Definitions

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Whenever the following words are used in **bold** in this policy this is what they mean. The definitions also apply to the plural and any derivatives of the words.

### **Accessory**

Any part of **your vehicle** which is not essential to the **vehicle's** operation. This includes, without limitation:

- a. radio, audio equipment or other in-vehicle entertainment equipment;
- b. permanently fitted telephones, communications and navigation systems;
- c. permanently fitted radar or laser detectors;
- d. electric vehicle charging units;
- e. bull bar or towing equipment;
- f. disability access modifications;
- g. car seat covers, child seats and floor mats;
- h. roof racks, bicycle carriers, and storage boxes or similar devices;

**Accessory** does not include any signwriting, vehicle wraps or artwork on the **vehicle**.

### **Accident**

A sudden and unforeseen **event** that is unintended and unexpected by **you** or any other person using the **vehicle**.

### **Accidental**

Unintended and unexpected by **you** or any other person using the **vehicle**.

### **Act of terrorism**

An act, including but not limited to the use of force or violence or threat thereof, 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 done 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.

### **Agreed value**

The lesser of:

- a. the **vehicle's market value** plus 20%; or
- b. the **sum insured**.

### **Bodily injury**

**Accidental** death, or **accidental** bodily injury, including disability, shock, fright, mental anguish or emotional or mental injury.

### **Certified value**

The value of the **vehicle** specified in a valuation prepared by a motor **vehicle** valuer recognised by **us** provided such value is accepted by **us** and stated in the **schedule**.

### **Construction value**

The base **vehicle** cost together with all amounts spent restoring the **vehicle** as at the date of any **loss** covered by the policy.

### **Electronic data**

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programmes, software and other coded instructions for such equipment.

### **Event**

Any one event or series of events occurring within a 72 hour period causing **loss** or liability which arise from one source or original cause.

### **Excess**

The amount that **you** must contribute as the initial payment towards the cost of any claim under this policy. The amount of the **excess** is shown in either the **schedule** or in this policy wording.

### **Family**

Any family member who permanently resides with **you**.

### **Fixed value**

The value of **your vehicle** agreed by **you** and **us** and stated in the **schedule**.

### **Injury**

**Bodily injury** caused solely and directly by violent, **accidental**, external, and visible means.

### **Loss**

Physical loss, physical damage or physical destruction.

### **Market value**

The reasonable sale price of **your vehicle**, as estimated by **us**, immediately before the **loss** taking into account:

- a. the year, make, model and specification of **your vehicle**; and
- b. the general condition of **your vehicle**, including mileage and hours;

but excluding the presence of any sign writing, **vehicle** wraps, or artwork on **your vehicle** unless otherwise advised and accepted by **us** in writing.

### **Period of insurance**

The "Period of Insurance" shown in the **schedule**, commencing at 4:00pm on the first day of cover and expiring at 4:00pm on the last day of cover.

### **Reparation**

An amount ordered by a New Zealand court to be paid to the victim of an offence pursuant to section 32 of the Sentencing Act 2002 (and/or any subsequent amendment or replacement Acts).

### **Schedule**

The most recently dated **schedule** issued by **us** and any other notices **we** may issue from time to time during the **period of insurance**, including any policy endorsements.

### **Sum Insured**

The "Sum Insured" shown in the **schedule**.

### **Total loss**

**Your vehicle** is a **total loss** where in **our** opinion following a **loss your vehicle** is uneconomic or unsafe to repair or where **your vehicle** has been stolen and not recovered within 14 days of the theft being reported to **us**.

### **Vehicle**

Any vehicle:

- a. described in the **schedule**; or
- b. acquired and advised to us pursuant to Policy Extension "Additions and deletions" (PE1); or
- c. hired, rented or loaned pursuant to Policy Extension "Hired, rented or loaned vehicles not otherwise insured" (PE14); or
- d. acquired pursuant to Policy Extension "Temporary additional vehicles" (PE33);

including any **accessories** and any tools supplied by the **vehicle's** manufacturer whilst in or on the **vehicle**, but not including any signwriting, **vehicle** wraps or artwork on the **vehicle**.

### **We/us/our**

Vero Insurance New Zealand Ltd through its appointed agent Star Underwriting Agents Limited trading as Star Insurance Specialists.

### **You, your**

The person(s) or entity shown in the **schedule** as "The Insured".

## X. Making a complaint

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**We** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. If this happens **we** want to hear about it so **we** can try and put things right.

### **Who to contact?**

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible, are to be sure that:

- a) **you** are talking to the right person, and
- b) **you** are giving them the right information.

### **Step 1 – Initiating your complaint**

In the first instance, contact Star Insurance Specialists by calling or writing to **us** using the relevant details following:

The Complaints Officer – Star Insurance Specialists, PO Box 97 954, Manukau City, Auckland 2241  
Email: [admin@starinsure.co.nz](mailto:admin@starinsure.co.nz)

If **you** wish to provide written details, please ensure that **you** provide the following information in **your** communication:

- **Your** name and address
- **Your** Policy number
- The nature of **your** complaint

**We** expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

### **Step 2 – If you are still unhappy**

Contact Vero Insurance New Zealand Limited - Head Office.

If **your** complaint is one of the few that cannot be resolved by Step 1, please write to: National Manager Relationships (Schemes & Facilities), Vero Insurance (NZ) Ltd, Private Bag 92 120, Auckland 1142, New Zealand.

Please ensure that **you** quote **your** Policy number and state that **you** are Insured with a Star Insurance Specialists policy.

### **Step 3 – Beyond Vero**

If Vero Insurance has given **you** their final response and **you** are still dissatisfied **you** may refer **your** case to the Insurance & Financial Services Ombudsman (IFSO). The IFSO is an independent body that resolves complaints about financial and insurance products. The IFSO will only consider complaints after Vero Insurance has provided **you** with a 'deadlock' letter. Vero Insurance, will produce such a letter only when the Vero internal complaints procedure has been exhausted.

The IFSO can be contacted at: PO Box 10-845 Wellington 6143  
Ph. 0800 888 202  
Email: [info@ifso.nz](mailto:info@ifso.nz)



# Roadside Assistance

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If **you** have made an agreed additional payment and "Roadside Assistance" is shown on the **schedule**, **your vehicle** will be registered with a Journey On Standard membership with our roadside assistance provider, NZ Roadside Assistance LTD (NZRA). This provides a 24 hour, 7 day roadside assistance. For roadside assistance call 0800 888 247. You will need to quote your vehicle registration.

Journey On Standard membership provides everything you need to get up and running again:

- Jump start if your battery is flat
- Flat tyre replacement with your spare tyre
- Emergency fuel if you have run out
- Minor roadside repairs, such as replacement fuses, temporary repair to hoses etc
- Emergency windscreen assistance repair and replacement
- Key replacement, locksmith service or key courier service
- Driver assistance with directions
- Urgent message relay
- Emergency towing (transport for motorcycles) to the nearest place of safety if your motor vehicle cannot be mobilised.

**Journey On Standard terms and conditions:**

- Your vehicle must be currently warranted and registered, in a sound state of repair, and must be on or near a public road accessible by a 2WD vehicle.
- There is a limit of \$100 per callout, with a limit of three callouts in any twelve month period.
- Any emergency tow is to the nearest place of safety i.e. service station, garage, lockup, tow yard, or anywhere that gets your vehicle off the road and to a place of safety. The emergency tow is not subject to the \$100 callout limit.

Please note that this service is provided by NZRA and it is separate to this policy of insurance. For questions about the service, please contact NZRA on 0508 697 623 and state that you are a Journey On Standard member.

		Star Prestige - Elite (Comprehensive)	Star Prestige - Gold (Comprehensive)	Star Everyday - Silver (Comprehensive)	Star Everyday - Basic (Comprehensive)
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PE1 Additions and deletions	p.11	Y	Y	Y	Clause removed
PE2 At fault third party protection	p.12	Not applicable	Not applicable	Not applicable	Not applicable
PE3 Claim free recognition	p.12	Y	Y	Y	Clause removed
PE4 Cleaning/Valet costs	p.13	Y	Y	Y	Clause removed
PE5 Condemned buildings & car parks	p.13	Y	Y	Y (\$65/\$2,000)	Clause removed
PE6 Disability modifications	p.14	Y	Y	Y	Clause removed
PE7 Emergency accomodation & travel	p.15	Y	Y	Clause removed	Clause removed
PE8 Emergency public relations	p.15	Y	Y	Y	Clause removed
PE9 Excess protection	p.16	Y	Y	Y	Y
PE10 Fire extinguisher replenishment costs	p.16	Y	Y	Y	Y
PE11 First aid at an accident site	p.17	Y	Y	Y	Clause removed
PE12 Funeral costs	p.18	Y	Y	Y Limit adjusted to \$5,000	Clause removed
PE13 Hazardous substances emergency	p.19	Y	Y	Y	Clause removed
PE14 Hired, rented or loaned vehicles not otherwise insured	p.19	Y	Y	Y	Clause removed
PE15 Hired, rented or loaned vehicles excess cover	p.20	Y	Y	Y	Clause removed
PE16 Inability to drive	p.20	Y	Y	Y	Clause removed
PE17 Incorrect fluids	p.21	Y	Y	Y Limit adjusted to \$5,000	Clause removed
PE18 Incorrect fuel	p.21	Y	Y	Y Limit adjusted to \$5,000	Clause removed
PE19 Invalidation	p.22	Y	Y	Y	Clause removed
PE20 Keys & locks only - lower excess	p.22	Y	Y	Y	Clause removed
PE21 Loss of use/substitute vehicle	p.23	Y (\$120/\$10,000) or as per schedule	Y (\$100/\$7,500) or as per schedule	Y (\$65/\$2,000) or as per schedule	Clause removed
PE22 Meth contamination	p.24	Y	Y	Y	Clause removed
PE23 New replacement vehicle	p.25	Y - 3 yr (Option C)	Y - 2 yr (Option B)	Y - 1 yr (Option A)	Clause removed
PE24 Parts & accessories	p.26	Y (\$5,000) or as per schedule	Y (\$5,000) or as per schedule	Clause removed	Clause removed
PE25 Personal injury or death	p.27	Y	Y	Clause removed	Clause removed
PE26 Personal property owned by you	p.28	Y	Y	Clause removed	Clause removed
PE27 Personalised plate cover	p.28	Y	Y	Y	Clause removed
PE28 Physical assault	p.29	Y	Y	Y	Clause removed
PE29 Premium credit	p.29	Y	Y	Y	Clause removed
PE30 Registration & road user charges	p.30	Y	Y	Y	Clause removed
PE31 Road clearing/load recovery	p.30	Y	Y	Y	Clause removed
PE32 Second hand purchase price guarantee	p.31	Y	Y	Y	Clause removed
PE33 Temporary additional vehicles	p.32	Y	Y	Clause removed	Clause removed
PE34 Temporary repairs	p.32	Y	Y	Y	Clause removed
PE35 Total loss-leased vehicle GAP cover	p.33	Y	Y	Y	Clause removed
PE36 Total loss-financed vehicles GAP cover	p.34	Y	Y	Y	Clause removed
PE37 Towing & storage/vehicle recovery	p.34	Y	Y	Y	Clause removed
PE38 Trailers	p.35	Y	Y	Y	Clause removed
PE39 Trauma	p.36	Y	Y	Y	Clause removed
PE39a Valet and other vehicle use	p.37	Y	Y	Y	Clause removed
PE40 Windscreen & glass	p.37	Y	Y	Y	Clause for windscreen definition only

		Star Enthusiast (Comprehensive)	Star Enthusiast Modern Hobby (Comprehensive)	Star Enthusiast Restoration and/or Storage	Star Enthusiast Off Road (Comprehensive)
<b>PE1</b> Additions and deletions	p.11	Y	Y	Y	Y
<b>PE2</b> At fault third party protection	p.12	Not applicable	Not applicable	Not applicable	Not applicable
<b>PE3</b> Claim free recognition	p.12	Y	Y	Y	Y
<b>PE4</b> Cleaning/Valet costs	p.13	Y	Y	Y	Y
<b>PE5</b> Condemned buildings & car parks	p.13	Clause removed	Clause removed	Clause removed	Clause removed
<b>PE6</b> Disability modifications	p.14	Y	Y	Clause removed	Clause removed
<b>PE7</b> Emergency accomodation & travel	p.15	Y	Y	Clause removed	Clause removed
<b>PE8</b> Emergency public relations	p.15	Y	Y	Y	Y
<b>PE9</b> Excess protection	p.16	Y	Y	Y	Y
<b>PE10</b> Fire extinguisher replenishment costs	p.16	Y	Y	Y	Y
<b>PE11</b> First aid at an accident site	p.17	Y	Y	Y	Y
<b>PE12</b> Funeral costs	p.18	Y	Y	Y	Y
<b>PE13</b> Hazardous substances emergency	p.19	Y	Y	Y	Y
<b>PE14</b> Hired, rented or loaned vehicles not otherwise insured	p.19	Y	Y	Clause removed	Clause removed
<b>PE15</b> Hired, rented or loaned vehicles excess cover	p.20	Y	Y	Clause removed	Clause removed
<b>PE16</b> Inability to drive	p.20	Y	Y	Y	Y
<b>PE17</b> Incorrect fluids	p.21	Y	Y	Y	Y
<b>PE18</b> Incorrect fuel	p.21	Y	Y	Y	Y
<b>PE19</b> Invalidation	p.22	Y	Y	Y	Y
<b>PE20</b> Keys & locks only - lower excess	p.22	Y	Y	Y	Y
<b>PE21</b> Loss of use/substitute vehicle	p.23	Clause removed	Clause removed	Clause removed	Clause removed
<b>PE22</b> Meth contamination	p.24	Y	Y	Y	Y
<b>PE23</b> New replacement vehicle	p.25	Clause removed	Y - 2 yr (Option B)	Clause removed	Clause removed
<b>PE24</b> Parts & accessories	p.26	Y (\$5,000) or as per schedule	Y (\$5,000) or as per schedule	Y (\$5,000) or as per schedule	Y (\$5,000) or as per schedule
<b>PE25</b> Personal injury or death	p.27	Y	Y	Clause removed	Clause removed
<b>PE26</b> Personal property owned by you	p.28	Y	Y	Clause removed	Y
<b>PE27</b> Personalised plate cover	p.28	Y	Y	Y	Y
<b>PE28</b> Physical assault	p.29	Y	Y	Y	Y
<b>PE29</b> Premium credit	p.29	Y	Y	Y	Y
<b>PE30</b> Registration & road user charges	p.30	Y	Y	Y	Y
<b>PE31</b> Road clearing/load recovery	p.30	Y	Y	Y	Y
<b>PE32</b> Second hand purchase price guarantee	p.31	Y	Y	Y	Y
<b>PE33</b> Temporary additional vehicles	p.32	Y	Y	Y	Y
<b>PE34</b> Temporary repairs	p.32	Y	Y	Y	Y
<b>PE35</b> Total loss-leased vehicle GAP cover	p.33	Y	Y	Y	Y
<b>PE36</b> Total loss-financed vehicles GAP cover	p.34	Y	Y	Y	Y
<b>PE37</b> Towing & storage/vehicle recovery	p.34	Y	Y	Y	Y - sublimited definition
<b>PE38</b> Trailers	p.35	Y	Y	Y	Y
<b>PE39</b> Trauma	p.36	Y	Y	Y	Y
<b>PE39a</b> Valet and other vehicle use	p.37	Y	Y	Y	Y
<b>PE40</b> Windscreen & glass	p.37	Y	Y	Y	Y

		Star Enthusiast Loss & Damage excl race & prep/test	Star Enthusiast Loss & Damage excl under own power	Third Party Fire & Theft	Third Party Only
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PE1 Additions and deletions	p.11	Clause removed	Clause removed	Not applicable	Not applicable
PE2 At fault third party protection	p.12	Not applicable	Not applicable	Y	Y
PE3 Claim free recognition	p.12	Clause removed	Clause removed	Not applicable	Not applicable
PE4 Cleaning/Valet costs	p.13	Clause removed	Clause removed	Not applicable	Not applicable
PE5 Condemned buildings & car parks	p.13	Clause removed	Clause removed	Not applicable	Not applicable
PE6 Disability modifications	p.14	Clause removed	Clause removed	Not applicable	Not applicable
PE7 Emergency accomodation & travel	p.15	Clause removed	Clause removed	Not applicable	Not applicable
PE8 Emergency public relations	p.15	Clause removed	Clause removed	Not applicable	Not applicable
PE9 Excess protection	p.16	Clause removed	Clause removed	Not applicable	Not applicable
PE10 Fire extinguisher replenishment costs	p.16	Y	Y	Y	Not applicable
PE11 First aid at an accident site	p.17	Clause removed	Clause removed	Not applicable	Not applicable
PE12 Funeral costs	p.18	Clause removed	Clause removed	Not applicable	Not applicable
PE13 Hazardous substances emergency	p.19	Clause removed	Clause removed	Not applicable	Not applicable
PE14 Hired, rented or loaned vehicles not otherwise insured	p.19	Clause removed	Clause removed	Not applicable	Not applicable
PE15 Hired, rented or loaned vehicles excess cover	p.20	Clause removed	Clause removed	Not applicable	Not applicable
PE16 Inability to drive	p.20	Clause removed	Clause removed	Not applicable	Not applicable
PE17 Incorrect fluids	p.21	Clause removed	Clause removed	Not applicable	Not applicable
PE18 Incorrect fuel	p.21	Clause removed	Clause removed	Not applicable	Not applicable
PE19 Invalidation	p.22	Clause removed	Clause removed	Not applicable	Not applicable
PE20 Keys & locks only - lower excess	p.22	Clause removed	Clause removed	Not applicable	Not applicable
PE21 Loss of use/substitute vehicle	p.23	Clause removed	Clause removed	Not applicable	Not applicable
PE22 Meth contamination	p.24	Clause removed	Clause removed	Not applicable	Not applicable
PE23 New replacement vehicle	p.25	Clause removed	Clause removed	Not applicable	Not applicable
PE24 Parts & accessories	p.26	Y (\$5,000) or as per schedule	Y (\$5,000) or as per schedule	Not applicable	Not applicable
PE25 Personal injury or death	p.27	Clause removed	Clause removed	Not applicable	Not applicable
PE26 Personal property owned by you	p.28	Clause removed	Clause removed	Not applicable	Not applicable
PE27 Personalised plate cover	p.28	Clause removed	Clause removed	Not applicable	Not applicable
PE28 Physical assault	p.29	Clause removed	Clause removed	Not applicable	Not applicable
PE29 Premium credit	p.29	Clause removed	Clause removed	Not applicable	Not applicable
PE30 Registration & road user charges	p.30	Clause removed	Clause removed	Not applicable	Not applicable
PE31 Road clearing/load recovery	p.30	Clause removed	Clause removed	Not applicable	Not applicable
PE32 Second hand purchase price guarantee	p.31	Clause removed	Clause removed	Not applicable	Not applicable
PE33 Temporary additional vehicles	p.32	Clause removed	Clause removed	Not applicable	Not applicable
PE34 Temporary repairs	p.32	Clause removed	Clause removed	Not applicable	Not applicable
PE35 Total loss-leased vehicle GAP cover	p.33	Clause removed	Clause removed	Not applicable	Not applicable
PE36 Total loss-financed vehicles GAP cover	p.34	Clause removed	Clause removed	Not applicable	Not applicable
PE37 Towing & storage/vehicle recovery	p.34	Clause removed	Clause removed	Not applicable	Not applicable
PE38 Trailers	p.35	Clause removed	Clause removed	Not applicable	Not applicable
PE39 Trauma	p.36	Clause removed	Clause removed	Not applicable	Not applicable
PE39a Valet and other vehicle use	p.37	Clause removed	Clause removed	Not applicable	Not applicable
PE40 Windscreen & glass	p.37	Clause removed	Clause removed	Not applicable	Not applicable

## Notes

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.



# Make your insurance happiness happen!

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