

VEHICLE  
MOTOR  
INSURANCE



## a. YOUR POLICY

The information **You** have given will be the basis of the contract of insurance with **Us**. For the contract to be valid, all the information **You** have given **Us** must be correct and complete.

Your Policy, which is **Your policy** booklet, most recent **Policy Schedule** and any endorsement(s), is evidence of that contract. **You** should read it carefully and keep it in a safe place.

In return for **Your** premium, **We** will provide insurance as described in the following pages and in **Your Policy** Schedule. Any injury, **Loss** or liability must occur anywhere within New Zealand and happen in the **Period of Insurance** as shown on **Your Policy** Schedule.

### IMPORTANT INFORMATION

Please read this **Policy** booklet with **Your Policy Schedule** to make sure that **You** are satisfied with **Your** insurance. If **You** have any questions, please contact **Us**.

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

Please also take some time to read **Our** Complaints procedure in the "Making a Complaint" section.

### 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 the Insurance Claims Register Ltd (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 the ICR Ltd, where they will be retained and be available for other insurance companies to inspect. **You** also authorise **Us** to obtain from the 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.

## b. DEFINITIONS

These definitions apply throughout **Your Policy**.

Words that are highlighted in bold print are defined below will have the same meaning wherever used in the **Policy**. The definitions are listed alphabetically: below will have the same meaning wherever used in the **Policy**. The definitions are listed alphabetically:

### ACTS OF PARLIAMENT

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

### AUTHORISED DRIVER

Means any person whom **You** have given permission to use the **Insured Vehicle** providing they have a valid driving licence which allows them to drive it, they are not disqualified from driving and their name is listed on the Schedule.

### DEDUCTIBLE/EXCESS

Means the amount **You** are required to pay as the first part of each and every claim made.

### INSURED VEHICLE

Means the vehicle specified in the **Schedule** including all accessories, spare parts and load securing equipment in or on the vehicle, but excluding any item of electrical or optional communication equipment not permanently affixed to the vehicle and wired into the vehicle's electrical system.

### LOSS

Means sudden physical Loss, physical damage to or physical destruction of an **Insured Vehicle** caused by an accident.

### MARKET VALUE

Means the price **You** paid for the **Insured Vehicle** or the cost of replacing the **Insured Vehicle** in New Zealand, with one of the same make, model, specification, mileage, age and condition whichever is the lesser amount.

### PERIOD OF INSURANCE

Means the period shown in **Your Policy Schedule** during which this **Policy** is in force.

### POLICY

Means **Your Policy** booklet and most recent **Policy Schedule**, including any endorsement(s).

**SCHEDULE**

Means the most current **Schedule** and endorsements issued to **You**.

**SECURED**

Means **Secured** to the extent necessary to prevent unnecessary or unintended movement of the **Insured Vehicle** for the purposes of transit.

**WE/US/OUR**

Vero Insurance New Zealand Ltd (Vero) (*Vero is the underwriter of the insurance policy. Star Underwriting Agents Ltd trading as Prestigio Insurance issue and administer the policy as Vero's agent.*)

**YOU/YOUR**

The Policyholder(s) named in the Schedule.

**c. USE OF VEHICLE****DESCRIPTION OF USE**

The cover provided by this **Policy** only applies in the following circumstances:

- a) the **Insured Vehicle** is being used within New Zealand; and
- b) the **Insured Vehicle** is being driven by **You** or any **Authorised Driver**, and the driver holds the appropriate motor driver's licence which is in full force and effect and is not breaching any of the licence conditions (These restrictions do not apply if any person steals or illegally converts **your** vehicle, but **You** must lay a complaint with the Police.); and
- c) the **Insured Vehicle** is being used for:
  - i. private, domestic, social or pleasure purposes, including community work; or
  - ii. farming purposes; or
  - iii. business or professional purposes; or
  - iv. religious, social welfare or youth organisation work purposes; or
  - v. teach a person to drive, provided all legal requirements are complied with.

**DESCRIPTION OF USE EXCLUSIONS**

This **Policy** does not provide indemnity whilst any **Insured Vehicle** is:

- a) being driven or used for a purpose not listed above in the Description Of Use. This includes, but is not limited to being driven on a race track, or for: pace making, reliability trials, hill climbs or speed tests, or being driven in preparation for any one of these activities.
- b) being driven in an unsafe condition.  
This includes any condition:
  - i. which is contrary to any recommendation by the manufacturer of the **Insured Vehicle**; or

- ii. as a result of which the **Insured Vehicle** is not fit to deal with any peril likely to be encountered during the course of its operation.

This exclusion only applies if **You** or the person in charge of the **Insured Vehicle** was aware, or with reasonable diligence ought to have been aware, of the unsafe condition.

- c) Used, loaded or operated in **excess** of the manufacturer's recommended specifications, or loaded contrary to the law; or its ancillary plant or machinery is being operated contrary to the law. This exclusion only applies if **You**, or the person in charge of the **Insured Vehicle**, was aware, or with reasonable diligence ought to have been aware, of the unsafe condition.
- d) being used or driven by any person who is not the holder of a licence for the appropriate class and use applicable to the operation of the **Insured Vehicle** or its components, or who is breaching any condition of their licence.  
This exclusion will not apply if the person is an **Authorised Driver** and had held and is not disqualified from holding or obtaining, and actually obtains a licence, nor if the **Insured Vehicle** is being used for the purpose of teaching a learner to drive, if all requirements of the law are being complied with.
- e) being driven by any person who:
  - i. is under the influence of alcohol, or any intoxicating substance or drug.
  - ii. has a proportion of alcohol in his/ her breath or blood higher than allowed by law.
  - iii. has refused to supply any sample of breath or blood or undergo any test when required to do so by anyone authorised by law; and/or
  - iv. fails to stop, or remain at the scene, following an accident as required by law.
- f) being driven in breach of the law relating to driving hours.
- g) being used to carry fare paying passengers.

Exclusions a to g will not apply in respect of **Loss** which results from fire, or to any person who steals or illegally converts **Your** Vehicle, but **You** must lay a complaint with the Police.

**d. LEVEL OF POLICY COVER**

Your **Schedule** will indicate the level of cover **You** have selected.

**COMPREHENSIVE**

All sections apply.

**THIRD PARTY, FIRE AND THEFT**

In respect of (Section One - Cover for your vehicle) the cover is restricted to **Loss** caused directly by fire; lightning; explosion; or theft.

### THIRD PARTY LIABILITY ONLY

{Section One - Cover for your vehicle} does not apply;

### OFF ROAD OR COMPETITION MOTOR VEHICLE

In respect of {Section One - Cover for your vehicle} the following exceptions apply;

- a) {Section One - Cover for your vehicle} does not cover the **Insured Vehicle** when the engine is running or being started or when it is in motion under its own motive power.
- b) {Section One - Cover for your vehicle} does not cover the **Insured Vehicle** for **Loss** whilst it is in transit unless it is Secured.
- c) {Section One - Cover for your **Insured Vehicle**} does not cover the **Insured Vehicle** for **Loss** resulting from fire unless the cause of the fire is positively identified as solely external to the **Insured Vehicle** and ignition occurs more than 24 hours after the **Insured Vehicle** has been switched off.

In respect of {Section Two - Your legal Liability} the following exception applies;

- a) {Section Two - Your legal Liability} does not apply unless liability arises from the transit of the **Insured Vehicle**.

### STORAGE AND TRANSIT OR RESTORATION AND TRANSIT

In respect of {Section One - Cover for your vehicle}, the following exceptions apply;

- a) {Section One - Cover for your vehicle} does not cover the **Insured Vehicle** for **Loss** when it is in motion under its own motive power.
- b) {Section One - Cover for your vehicle} does not cover the **Insured Vehicle** for **Loss** whilst it is in transit unless it is Secured.

In respect of {Section Two - Your legal Liability} the following exception applies;

- a) {Section Two - Your legal Liability} does not apply unless liability arises from the transit of the **Insured Vehicle**.

### e. SECTION 1 - COVER FOR YOUR INSURED VEHICLE

This insurance covers **You** for **Loss** during the **Period of Insurance**.

It also covers **You** for:

- a) the reasonable cost of removing the **Insured Vehicle** to the nearest safe place and associated storage costs, and
- b) transportation costs for the **Insured Vehicle** to an appropriate repairer if:
  - i. You have a valid claim, and
  - ii. the **Insured Vehicle** is not in a driveable condition because of the **Loss**.

### WHAT WE WILL PAY

- a) **We** choose whether to repair the damage, or to pay **You** the cash amount of **Your Loss**.
- b) If **We** repair the **Insured Vehicle** **We** will use genuine manufacturer's parts which are consistent with the age and general condition of the **Insured Vehicle** maintaining the manufacturer's warranties. In addition, **We** will also pay any associated reasonable airfreight charges if necessary.
- c) Should the **Insured Vehicle** be improved as a result of repairs, **You** will need to contribute towards the costs.
- d) If **We** do not repair the **Insured Vehicle**, **We** may either:
  - i. retain any wreck as salvage, or
  - ii. deduct its value from the cash amount **We** pay **You**.
- e) The most **We** pay under {Section One - Cover for your vehicle} is:
  - i. the sum insured,
  - ii. or the **Market Value** of the **Insured Vehicle**, whichever is the lesser.
- f) If new or replacement parts are not available **We** will only pay the latest known list price of the parts and if there is no list price, **We** will pay the list price of the nearest equivalent parts of a reasonably comparable vehicle.
- g) Where the **Insured Vehicle** is recognised as a limited production vehicle and a comparable value is unable to be attained locally, the international value will apply as agreed between **Us** and **You** prior to inception of the Policy.

However, if the **Insured Vehicle** is:

- a) leased at the time of **Loss** - **We** will pay the greater of:
  - i. the reasonable Market Value, or
  - ii. the residual value of the **Insured Vehicle** if **We** choose not to repair the **Insured Vehicle**.

But this does not include:

- a) penalties for early termination, and
- b) penalties for any additional distance travelled, and
- c) unpaid obligations under the lease at the time of the **Loss**, and
- d) penalties resulting from lack of servicing or poor maintenance, and
- e) balloon payments, and
- f) the amount by which the residual value of the **Insured Vehicle** exceeds 120% of the **Market Value**, where there is a guaranteed buy back arrangement.

Where the claim is settled by a cash payment and a financial interest has been noted on the Policy, **We** may make payment direct to the interested party. Receipt by them will discharge **Our** responsibilities to that extent.

## EXCLUSIONS

- a) The **Deductible** in the **Schedule** for each and every claim. Where more than one **Insured Vehicle** is involved in the same accident, only one **Deductible** will apply.
- b) Any consequential loss, including costs and expenses following **Loss** to the **Insured Vehicle**.
- c) Depreciation or **loss** of value.
- d) Wear and tear, deterioration, rust, corrosion.
- e) Breakage, breakdown or failure of any part of:
  - i. the engine or transmission systems;
  - ii. the electrical or electronic systems or equipment; and/or
  - iii. any other mechanically operated systems (including hydraulic, pneumatic, or similar) or equipment and any subsequent damage which this causes to the rest of these systems or equipment.  
This exclusion does not apply if the breakage, breakdown or failure results from:
    - 1) fire; or
    - 2) a collision, overturning of the **Insured Vehicle** or impact; or
    - 3) the **Insured Vehicle** being partly or fully immersed in water; or
    - 4) theft or illegal conversion of the **Insured Vehicle** or malicious acts by anyone other than **You** or persons acting with **Your** knowledge and consent (provided **You** lay a complaint with the Police); or
    - 5) punctures, cuts, splits or bursts of the tyres or their tubes unless directly result from **Loss** to any other part or component of the **Insured Vehicle** for which **You** have a valid claim under this Policy.

## f. ADDITIONAL BENEFITS OF YOUR POLICY

The following benefits to your insurance Policy are included if you have comprehensive cover.

### ACCESSORIES

Minor fittings or attachments designed for use in a motor vehicle but not essential or a motor vehicle to operate but only if advised to **Us** and included in sum insured. These include:

- a) Permanently fitted:
  - i. audio equipment.
  - ii. radar detector.
  - iii. communication and navigational systems.
  - iv. bull bar.
- b) towing equipment.
- c) roof rack, bike frame.
- d) child car seats or restraints, floor mats, car seat covers.
- e) audio accessories used in connection with an item of fitted equipment but not more than \$500 in total and only if not covered by any other insurance.

The most **We** will pay under this additional benefit for any one **Loss** will be \$2,000.

### ADDITIONAL LOSS COSTS

We will also pay the reasonable cost of the following additional losses, up to \$5,000 in total, if it is a direct result of **Loss** resulting in a valid claim:

- a) removing **Insured Vehicle** debris from the accident site if this is **Your** legal responsibility.
- b) providing transport home or to the next immediate destination, or to provide overnight accommodation, for the driver and passengers and domestic pets travelling in the **Insured Vehicle** if it is not fit to drive, or is missing after being stolen.
- c) returning the **Insured Vehicle** to **Your** home address or any other place **We** agree to, after it is repaired.

### ADDITIONS AND DELETIONS

Any **Insured Vehicle** disposed of during the currency of this **Policy** will be treated as deleted from the date of disposal and any vehicle acquired by **You** will be covered by this **Policy** from the date of its acquisition, provided all acquisitions are advised to **Us** within fourteen days from their date of acquisition and in respect of those vehicles over \$150,000 immediate notice must be given to **Us**. The premium for all additions and deletions will be adjusted on **Our** current premium rates. For declaration purposes, the value for each additional **Insured Vehicle** will be its purchase price, not exceeding **Market Value** and in respect of deletions the value declared on the most current **Schedule** at the time of deletion.

### CLAIM FREE RECOGNITION

If **You** have remained claim free over the last 5 consecutive years of insuring **Your** vehicle, or a previous or similar vehicle, for comprehensive cover with **Us** or another insurance company, **We** will not reduce **Your** Claim Free Recognition under this **Policy** as long as **You** do not make more than one claim in any one **Period of Insurance**.

### CLEANING – VALET COSTS

Where the **Insured Vehicle** is broken into and damage occurs to the inside of the **Insured Vehicle** and **You** have not made a claim under any other part of this Policy, except the broken glass optional benefit, **We** will cover the cost of cleaning and valeting the **Insured Vehicle** to a maximum cost of \$250 without applying a **Deductible** and without affecting **Your** Claim Free Recognition.

### DEATH BY ACCIDENT

If **You** or any other person in named in the **Schedule** or any **Authorised Driver** die as a result of a **Loss** that results in a valid claim under this Policy, whether or not death occurs at the time of **Loss**, **We** will pay to the executors or administrators of **Your** estate the amount of \$10,000, regardless of any other insurance, provided that death occurs solely and directly as a result of the **Loss** within 3 calendar months of the **Loss**.



## DEFENCE COSTS

If **You** or any **Authorised Driver** is charged with manslaughter, or reckless or dangerous driving causing death arising from **Loss**, covered under (Section One - Cover for your vehicle) and is represented at any inquiry or coroner's inquest in connection with the death, **We** will cover the reasonable costs of **You** or the **Authorised Driver's** legal representation. The most **We** will pay per event will be \$5,000 in total.

## DISABLEMENT

If **You** suffer an injury in direct connection with the **Insured Vehicle**, while restrained (as and when legally required) and **You** suffer total and permanent **Loss** of the use of a hand, foot or limb, **We** will pay up to \$10,000 toward the cost of modifying the **Insured Vehicle** to enable **You** to continue driving the **Insured Vehicle**.

But **We** will not pay:

- a) Where the injury was caused by **Your** attempted suicide;
- b) If **Your** name as it appears on the **Schedule** is not that of a natural person(s);
- c) For any other vehicle being modified other than the **Insured Vehicle** that was subject to this claim.

## HAZARDOUS SUBSTANCE EMERGENCY

Regardless of whether the **Insured Vehicle** has sustained **Loss**, **We** will pay for any charges that the New Zealand Fire Service is authorised to recover from **You** in respect to any hazardous substance emergency during the **Period of Insurance** arising out of or in connection with the **Insured Vehicle**. Any payment will be limited to \$5,000 any one **Loss**.

## HIRED VEHICLES

If **You** hire a vehicle during the **Period of Insurance** and do not arrange separate insurance cover for it, this extension covers **Your** liability:

- a) to the owner of the vehicle against
  - i. **Loss** that would be covered under (Section One - Cover for your vehicle), subject to **Our** liability not exceeding \$100,000 for any one vehicle; and
  - ii. Consequential Losses caused by this **Loss**, subject to **Our** liability not exceeding \$50,000 for any one **Loss**; and
- b) to other parties that would be covered under (Section Two - Your legal Liability).

This extension applies to vehicle's hired in New Zealand only.

## INABILITY TO DRIVE

If during the **Period of Insurance** **You** have **Your** New Zealand driving license revoked by the New Zealand Transport Agency as a result of **You** being incapacitated due to ill health, or injury following an accident in the **Insured Vehicle** which results in a valid claim under this Policy, **We** will reimburse **You** for incurred alternative transport costs, up to a

maximum amount of \$1,000 and up to a maximum period of 12 months.

## INCORRECT REFUELLING

This **Policy** is extended to cover where **You** or **Authorised Drivers** have used the incorrect fuel (i.e. diesel instead of petrol and vice versa). **We** will pay for the cost of removing the fuel and any direct damage caused by the incorrect fuel, to a maximum of \$1,500 any one event. Note: this extension shall not apply where contaminated fuel has been used.

## INVALIDATION

This **Policy** covers an **Insured Vehicle** (including hired vehicles) driven in any of the circumstances referred to in the "Description of Use Exclusions," provided

- a) the driving was without **Your** knowledge or consent of **You**; and
- b) **You** have not waived any right of recovery against the driver.

## KEYS AND LOCKS

Where any key giving access to the **Insured Vehicle** is:

- a) stolen, lost or
- b) believed on reasonable grounds to have been duplicated without **Your** permission, this insurance extends to include the costs reasonably and necessarily incurred in replacing them and altering or replacing the locks which they are used for. The most **We** will pay in respect of any one event and during any one 12 month period is \$2,500. This extension is subject to a \$250 **Excess** for any one claim.

## LOSS OF USE

If **Loss** covered under (Section One - Cover for your vehicle) prevents **You** from using the **Insured Vehicle**, this extension covers the reasonable cost of **You** hiring a substitute vehicle, during the **period of loss** (as defined below).

'**Period of Loss**' means the period:

- a) Beginning when the **Insured Vehicle** is delivered to the repairer to start the repair, or from the date of the **Loss**, if the **Insured Vehicle** can no longer be driven, or is lost at that date; and
- b) Ending when the repairs are completed and **You** have taken delivery of the **Insured Vehicle**, or have returned the substitute hire vehicle, whichever occurs first. In the case of a total **Loss**, the period ends on the date **We** make payment for the total **Loss**.

This extension is subject to the following:

- a) It only applies to the **Insured Vehicles** stated in the **Schedule** as being subject to this extension.
- b) The substitute vehicle must be of no greater specification to the **Insured Vehicle**.
- c) The extension does not apply if **You** have available a free substitute vehicle or purchase an additional vehicle.

- d) The repair of the **Insured Vehicle** must be carried out as soon as reasonably practicable.
- e) This extension does not cover costs charged by the hire company for insurance, petrol or normal running costs.

Our total liability under this extension will not exceed \$5,000 in any 12 month period.

## NEW VEHICLE COVER

(**Your** schedule will show which option will apply to **Your** policy)

If the **Insured Vehicle** is a motor car or station wagon or 4 wheel drive:

- Option A) and at the time of the **Loss** it is less than 1 year old from the time of its original registration or purchase (whichever occurred first), and has travelled less than 15,000km,
- Option B) and at the time of the **Loss** it is less than 2 years old from the time of its original registration or purchase (whichever occurred first), and has travelled less than 30,000km,
- Option C) and at the time of the **Loss** it is less than 3 year old from the time of its original registration or purchase (whichever occurred first), and has travelled less than 45,000km

**We** will supply a new vehicle of the same make, model, specification, but not colour or the nearest equivalent model if the current model is not manufactured anymore, subject to availability within New Zealand provided:

- a) **You** are the first registered owner of the **Insured Vehicle**; and
- b) **We** assess the reasonable cost of repairing the **Insured Vehicle** at more than 70% of its Market Value; and
- c) **You** assign the **Insured Vehicle**'s ownership to **Us**.
- d) the **Insured Vehicle** has been insured for its full purchase price; and
- e) **You** have not reduced the Sum Insured of the **Insured Vehicle** during this time.

If the model is not available or **You** do not want the **Insured Vehicle** replaced with a new one, **We** will pay the Market Value of the **Insured Vehicle** or the sum insured, whichever is the lesser.

Our maximum liability payable under the New Vehicle Cover additional benefit will not exceed the sum insured stated in the **Schedule**.

This is subject to the agreement of any interested party named in the **Policy**.

## PARTS

**We** will cover up to \$5,000 in total for spare parts, accessories and associated equipment which belong to but are not attached to the **Insured Vehicle**. This cover only applies however whilst such spare parts, accessories and associated equipment are securely stored at the primary driver's or **Your** residence or other secure storage area.

This additional benefit also applies to Competition Motor Vehicle, Storage and Transit or Restoration & Transit covertypes.

## PERSONAL INJURY

If **You** or any immediate family members (meaning **your** Spouse/Partner and/or Sons/Daughters residing at same address) suffer an injury in direct connection with any **Loss** covered under this Policy.

**We** will pay:

- a) the following amounts (up to a maximum of \$10,000 any one Loss), provided such injury is the sole cause of any of the following within three calendar months of injury:
  - i. total and irrecoverable loss of the sight of an eye \$2,500
  - ii. total and irrecoverable loss of the sight of both eyes \$5,000
  - iii. total and permanent loss of the use of one hand or one foot \$2,500 and
  - iv. total and permanent loss of the use of both hands or both feet or of one hand together with one foot \$5,000, and
- b) medical and dental expenses incurred in connection with such injury up to the sum of \$1,000 per person any one claim.

But **We** will not pay:

- a) where death or injury was caused by **Your** suicide or attempted suicide;
- b) If **Your** name as it appears on the **Schedule** is not that of a natural person(s);
- c) under more than one motor vehicle insurance **Policy** held with **Us**.

## PERSONALISED PLATE COVER

If the **Insured Vehicle** has a personalised plate and the **Insured Vehicle** is stolen during the **Period of Insurance** and not recovered, **We** will pay to have **Your** personalised plate reproduced.

## PHYSICAL ASSAULT

If **You** or any other person named in the **Schedule** or any **Authorised Driver**, are subject to an actual physical assault following an attempted theft of the **Insured Vehicle** or following any other incident involving the **Insured Vehicle**, **We** will re-imburse **You** for costs towards legal representation, medical expenses and counselling. Cover under this benefit does not apply where the assault is carried out by a family member or by a person known to **You**. Any payment will be limited to \$1,000 during any one **Period of Insurance**.

### PREMIUM CREDIT

Where the **Insured Vehicle** is treated as a total **Loss** and **We** make a claim payment under this **Policy** and **We** then in turn insure **Your** replacement vehicle, **We** will credit the unused premium towards insurance on the replacement. This is provided that:

- a) the person in control of the **Insured Vehicle** was completely free of blame; and
- b) the identity of the other party who caused the damage is established.

This benefit only applies once in any one **Period of Insurance**.

### REGISTRATION AND ROAD USER CHARGES

If following a **Loss** covered under this **Policy** the **Insured Vehicle** is declared a total **Loss** and **We** make a claim payment under this **Policy**, **We** will refund the unexpired portion of any registration and road user charges (if applicable) remaining on the **Insured Vehicle** as calculated by and received from the LTSA

### SECOND HAND PURCHASE PRICE GUARANTEE

If **Your** second hand **Insured Vehicle** has been owned by **You** for a period of less than 12 months, in the event of a **Loss** **We** will pay the purchase price, provided it does not exceed the **Market Value** by more than 120%. This is subject to the sum insured at the time of **Loss** is equivalent to the price **You** paid for it.

This additional benefit does not apply to leased vehicles.

### TRAILER

We will cover any trailer owned, hired or leased by **You**, but excluding:

- a) caravans or boats, horse or camper trailers;
- b) the contents of any trailer;
- c) trailers which are insured by another policy; and/or
- d) trailers which cannot be drawn by the **Insured Vehicle**.

We will pay up to \$5,000 for any one event. An **Excess** of \$250 applies to each and every claim.

### TRAUMA COVER

**We** will pay the reasonable costs of professional counseling services for **You**, **Your** partner, **Your** immediate family – i.e. **Your** Spouse/Partner, **Your** Son/ Daughters – and other passengers in the **Insured Vehicle**, if a person suffers an injury in relation to **Loss** involving the **Insured Vehicle** which is a valid claim. The most **We** will pay is \$2,000 for any **Loss**.

### UNINSURED THIRD PARTY PROTECTION

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

- a) establish the identity and address of the other driver, and

b) prove to **Our** satisfaction that the other driver was completely at fault then:

- i. **Your** no-claims bonus will not be affected; and
- ii. **We** will not deduct any **Excess**.

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

### WINDSCREEN, WINDOW AND HEADLIGHTS EXTENSION

We will not change **Your** Claim Free Recognition if **Your** **Loss** relates solely to the **Insured Vehicle**'s windscreen, window glass or sunroof and headlights.

*Hobby or collectible or classic vehicle additional benefits. If Your Insured Vehicle is noted as Hobby/Collectible/Classic on Your Schedule, then the following additional benefits also apply to Your Policy*

### AGREED VALUE

If the **Insured Vehicle** sustains a total **Loss** the total amount **We** will pay **You** will be the amount declared in the Schedule for this extension. If however this amount is 120% or more than the **Vehicle**'s **Market Value** then the **Market Value** will become the maximum **We** will pay. A total **Loss** occurs when the assessed cost of repairs and the post-**Loss** value of the damaged **Insured Vehicle** exceed the amount payable.

The cover provided by this extension is on the condition, that:

- a) **You** do not drive the **Insured Vehicle** more than 5,000 kilometres a year, and;
- b) **You** ensure that when not in use the **Insured Vehicle** is kept in a locked garage whilst at **Your** place of residence or, if it is kept elsewhere, in a fully locked building /storage facility. At all other locations when the **Insured Vehicle** is not in use it must be fully Secured with the security protection provided in the **Insured Vehicle** enabled and operating.



## PARTS MANUFACTURE

If it is necessary to manufacture new parts or accessories the most **We** will pay in respect of such parts or accessories will be limited to the latest list price of identical parts or accessories in New Zealand for the year of manufacture of the **Insured Vehicle** or the cost of making a new part, whichever is the lesser.

The cover provided by this extension is on the condition, that:

- a) You do not drive the **Insured Vehicle** more than 5,000 kilometres a year, and;
- b) You ensure that when not in use the **Insured Vehicle** is kept in a locked garage whilst at **Your** place of residence or, if it is kept elsewhere, in a fully locked building /storage facility. At all other locations when the **Insured Vehicle** is not in use it must be fully Secured with the security protection provided in the **Insured Vehicle** enabled and operating.

## g. SECTION 2 - YOUR LEGAL LIABILITY

**We** will indemnify **You**, and any **Authorised Driver** against the following:

- a) Liability for:
  - i. Accidental Bodily Injury to any person;
  - ii. Accidental physical **Loss** or physical damage to any property; occurring in New Zealand during the **Period of Insurance** in connection with an **Insured Vehicle** (including whilst being loaded or unloaded).
- b) Liability for:
  - i. Accidental Bodily Injury to any person;
  - ii. Accidental physical **loss** or physical damage to any property; occurring in New Zealand during the **Period of Insurance** in connection with the movement by **You** of any vehicle which:
    - 1) is parked in a position which prevents or impedes the loading or unloading of the **Insured Vehicle**; or
    - 2) prevents or impedes the legitimate passage of the **Insured Vehicle**.

The most **We** will pay is \$20,000,000 - inclusive of costs and expenses in respect of any one claim or claims arising from any one event.

## EXCLUSIONS

{Section Two - Your legal Liability} does not cover **Your** legal liability directly on indirectly caused by or in any way connected to:

- a) for any property (including any road) arising from vibration caused by the **Insured Vehicle** or from the weight of the load carried by the **Insured Vehicle**, or from the weight of the **Insured Vehicle**, or from the combined weight of the load and the **Insured Vehicle**;
- b) while any component on the **Insured Vehicle** is being used or

operated for the purpose for which it was designed (e.g. operation of a crane or back hoe);

- c) in respect of property which belongs to, or is in the care, custody or control of **You** or any **Authorised Driver**, other than;
  - i. buildings leased or rented by **You** or any **Authorised Driver**;
  - ii. a vehicle (not being the property of **You** or any **Authorised Driver** or Insured under (Section One - Cover for your vehicle) of the Policy) which is being towed by an **Insured Vehicle**, other than an **Insured Vehicle** which is towed or recovered for reward where **Your** or an **Authorised Driver's** business includes a vehicle recovery service;
  - iii. personal baggage and wearing apparel of any passenger, however this provision does not apply to the **You** or any **Authorised Driver's** liability as a bailee;
- d) to any person, who at the time of the accident, was in charge of the **Insured Vehicle**;
- e) arising as a result of a judgement or order of any court outside New Zealand, or for any debt based on such judgement or order;
- f) the **Deductible** shown in the **Schedule** for each and every claim.

## h. SPECIAL EXCLUSIONS

### DUTY AFTER ACCIDENT

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

### EXCLUDE DRIVERS UNDER 25 YEARS

If the **Schedule** shows that this option applies there is no cover under this **Policy** for drivers under 25 years of age unless their name is shown on the Schedule.

This exclusion does not apply when the **Insured Vehicle** is being:

- a) driven by a member of the motor trade professionally engaged in the overhaul, repair, or servicing of the **Insured Vehicle**, or
- b) driven to a medical centre because of a medical emergency, or
- c) parked or retrieved by a professional parking valet.
- e) Driven by an authorised employee of a company, registered at Companies Office, that has been contracted to provide chauffeur services to **You**.

### NAMED DRIVERS

If the **Schedule** shows that this option applies there is no cover while the **Insured Vehicle** is being used by any person not named on **Your** Schedule.

This exclusion does not apply when the **Insured Vehicle** is being:

- a) driven by a member of the motor trade professionally engaged

- in the overhaul, repair, or servicing of the **Insured Vehicle**, or
- b) driven to a medical centre because of a medical emergency, or
- c) parked or retrieved by a professional parking valet.
- d) by any person who steals or illegally converts the **Insured Vehicle**, but **You** must lay a complaint with the Police.
- e) Driven by an authorised employee of a company, registered at Companies Office, that has been contracted to provide chauffeur services to **You**.

#### i. SPECIAL CONDITIONS

##### INSTALMENT PREMIUMS

Where there is a total or constructive total **Loss** which is covered by this Policy, **We** shall be entitled to deduct from any payment made to or on behalf of **You** or anyone entitled to indemnity under this **Policy**, the difference between the annual premium and the amount of premium paid by instalments.

##### MODIFICATION TO THE VEHICLE

We have agreed to cover the **Insured Vehicle** on the basis that it has not been modified after manufacture. This includes but is not limited to changing or replacing any of the following that is different from the manufacturer's original specification or recommendations: the engine, steering, suspension, bodywork, exhaust or wheels. **You** must obtain **Our** written approval to any modifications.

##### SAFETY OF THE VEHICLE

You must take all reasonable steps to:

- a) maintain the **Insured Vehicle** properly
- b) safeguard the **Insured Vehicle** from **Loss** at all times, including after any **Loss**.

##### INSPECTION OF THE VEHICLE

You must make the **Insured Vehicle** available to **Us** at a reasonable time and place if **We** wish to inspect it.

##### MAXIMUM LIABILITY

If any claim is more than \$20,000,000, **We** will apply the benefit to **You** first. If **You** have liability protection with **Us** under any other policy, **Our** maximum combined liability under all policies shall be \$20,000,000.

#### j. GENERAL EXCLUSIONS

- a) There is no cover under any part of this **Policy** for any **Loss** or liability directly or indirectly caused by or in any way connected to any of the following:
  - i. nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste;
  - ii. the combustion of nuclear fuel (for the purpose of this

exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion);

- iii. confiscation, nationalisation or requisition by the order of the Government or local authority. However **We** will pay for **Loss** as a result of such an order if it is to prevent a **Loss** which would otherwise have been covered under this Policy.
- iv. war, invasion, mutiny, acts of foreign enemies, hostilities or war
- v. like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- vi. any act of terrorism.

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

- vii. the corruption, destruction or alteration of or damage to data, coding programs or software or;
- viii. the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips or;
- ix. any business interruption losses resulting there from.
- b) There is no cover for the cost of defending any legal proceedings or for any amount awarded by any court unless all proceedings took place in New Zealand.
- c) There is no cover for liability for bodily injury which is covered by the Accident Compensation Corporation.

This **Policy** also excludes death, injury, illness, **Loss**, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, the above exclusions.

#### k. CLAIMS CONDITIONS

**You** and/or any **Authorised Driver** must comply with the following conditions to have the full protection of **Your** Policy. If **You** and/or any **Authorised Driver** do not comply with them, **We** may, at **Our** option, cancel the **Policy** or refuse to deal with **Your** and/or any **Authorised Driver's** claim, or reduce the amount of any claim payment.

- a) Following a **Loss** covered under (Section One - Cover for your vehicle):
  - i. take prompt steps to minimise **Loss** and to prevent further **Loss**;

- ii. if the **Insured Vehicle** can be driven safely and without causing further Loss, take it to any repairer or otherwise have it towed to the nearest suitable repairer or tow-yard; and
- iii. as soon as possible inform **Us** and complete a claim form and deliver it to **Us**.

You can obtain a claim form by calling **Us** on 0800 250 600, or **You** can download one from **Our** website: [www.prestigio.co.nz](http://www.prestigio.co.nz)

Note: No repairs should be carried out until the **Our** surveyor/assessor has examined the **Insured Vehicle** and approved any repair work, unless this requirement is specifically waived by **Us**, prior to the commencement of the repair.

In the Event of a **Loss** in transit **You** must retain all articles that were used to ensure that the **Insured Vehicle** was **Secured** prior to the **Loss**. **You** must provide these to **Us** for inspection if **We** request this.

- b) **You** are responsible for the payment of the **Deductible** to the repairer;
- c) If a claim is made for a total **Loss** of the **Insured Vehicle** by theft, **We** will not be required to settle the claim for a minimum of 30 days from the date of reporting the **Loss** to **Us**; or until investigations are complete.
- d) **You** must notify the Police immediately in respect of **Loss** or liability as a result of theft, conversion, arson, malicious damage, death or bodily injury to any person;
- e) If there is any payment by **Us** in respect of the total **Loss** (or constructive total **Loss**) of any **Insured Vehicle**, the cover granted by this insurance on such **Insured Vehicle** ceases entirely from the date of such **Loss** and no premium will be refundable for the unexpired **Period of Insurance**. The **Insured Vehicle** then becomes the property of **Us**. In the event **You** are paying the premium by monthly instalments, the remaining instalments will, at **Our** option, be deducted from the claim settlement or **We** may require **You** to pay the balance due in full.
- f) If there is a claim, or possible claim, under (Section Two - Your legal Liability) **You** must:
  - i. obtain and complete a claim form, if not already completed for a claim under (Section One - Cover for your vehicle) and deliver it to **Us**; and
  - ii. not, without the written consent of **Us**:
    - 1) incur any expense in making good any **Loss** to the property of others or incur any legal expense; or
    - 2) Make any statement or take action which may be considered to be an admission of liability; or

- 3) negotiate, pay, settle, admit or repudiate any claim made by another person, but must refer that person to **Us**, which will be entitled to handle the claim on behalf of **You** or any Authorised Driver;

- g) **You** or any **Authorised Driver** or any other person, will as often as may be reasonably required submit to an examination under oath by any person named by **Us**, and must cooperate with **Us** and supply any information or documentation **We** may reasonably require;
- h) If **We** cover **You** or any **Authorised Driver** for any **Loss** or liability **We** shall be entitled to instigate, take over or defend any legal proceeding in the name of **You** or any **Authorised Driver**, including any claim or counterclaim, and shall have full discretion to conduct or settle such proceedings;
- i) At any time after the happening of any event giving rise to a claim or series of claims under (Section Two - Your legal Liability) of this Policy, **We** may pay to **You** or any **Authorised Driver** or agree to pay, as and when incurred by **You** or any **Authorised Driver**, the full amount of **Our** liability for a claim under (Section Two - Your legal Liability) and relinquish the conduct of any claim, defence or proceedings. **We** will not be liable for any costs or expenses whatsoever incurred by **You** or any **Authorised Driver** or other person after **We** will have paid such amount and relinquished such conduct.

## 1. GENERAL CONDITIONS

**You** and/or any **Authorised Driver** must comply with the following conditions to have the full protection of **Your** Policy. If **You** and/or any **Authorised Driver** do not comply with them, **We** may, at **Our** option, cancel the **Policy** or refuse to deal with **Your** and/or any **Authorised Driver's** claim, or reduce the amount of any claim payment.

## ALTERATIONS

You can have this **Policy** altered at any time as long as **We** agree in writing to the alteration before it takes effect. **We** can alter the terms of this insurance by writing to **Your** last known postal address. The change will take effect 14 days after the date of that letter from **Us**.

## AUTOMATIC REINSTATEMENT OF COVER

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

### CANCELLATION OF THIS POLICY

We may cancel this **Policy** at any time by sending a letter, facsimile or e-mail to this effect to **You** at **Your** last known postal address, facsimile number or e-mail address, or by notifying **Your** Insurance Advisor.

The cancellation will take effect at 4.00 pm on the 30th calendar day after the communication has been sent. **We** will refund the unused part of **Your** paid premium. **You** may cancel this **Policy** by giving written notice to **Us**. **We** will refund 80% of the unused part of **your** paid premium provided that **You** have not made a claim on this **Policy** during the **Period of Insurance**.

### CARE OF INSURED PROPERTY

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

### CHANGE IN CIRCUMSTANCES

If there are changes to any circumstances relevant to this insurance **You** must immediately notify **Us**. **We** may amend the terms of this **Policy** with immediate effect, or cancel it.

### CONDITION PRECEDENT TO PAYMENT OF A CLAIM

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

### DISCLOSURE/ACCURACY OF STATEMENTS

We have issued this **Policy** based on the information **You** have provided **Us**. **You** must tell **Us** everything that a prudent insurer would want to take into account in deciding whether to issue, continue or renew this cover. If **You** do not advise **Us** of all material information **We** may avoid **Your** **Policy** and any claims will not be payable. This includes (but is not limited to) criminal activity or associations, criminal convictions not subject to the 'Clean Slate Scheme' under the Criminal Records (Clean Slate) Act 2004, bankruptcy or insolvency, flood, hazardous processes, or any circumstances giving greater than normal risk of **Loss** – note, this is not an exhaustive list. All statements made in any application, proposal form, Schedule, or claim, or any other information supplied must be correct in every respect. Otherwise, **We** may be entitled to consider **You** as being uninsured.

### FRAUD

If **You**, or anyone else covered under this **Policy**, is dishonest or fraudulent in any way in connection with a claim, all benefits under the **Policy** are forfeited.

### GOODS AND SERVICES TAX (GST)

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

- a) any sum insured specified in the **Schedule** (other than specified items)
- b) legal liability cover

The following amounts include GST:

- a) any **Excess**
- b) specified items
- c) any other amounts, additional cover or limits

### GOVERNING LAW

The law of New Zealand governs this **Policy**, and the courts of New Zealand have exclusive jurisdiction.

### JOINT INSURANCE

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

### OTHER INSURANCE

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

### OTHER PEOPLE'S OBLIGATIONS

Any other person entitled to cover under this **Policy** must meet all of the conditions and obligations that **You** are required to meet, wherever this is applicable. Otherwise, this insurance may not cover them, or **You**.

### RECKLESS, WILFUL OR DELIBERATE ACTS

You must not recklessly or deliberately cause or facilitate **Loss** or recklessly or deliberately incur any liability nor must **You** knowingly allow or permit anyone else to cause **Loss** or liability in this way.

### UNDER INSURANCE

In the event of the sum insured specified in the Schedule being less than 80% of the market value of the **Insured Vehicle** at the time of the **loss** any claim will be settled at the same percentage as the sum insured relates to the Market Value.

### m. MAKING A COMPLAINT

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. When 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:

- a) to be sure **You** are talking to the right person, and
- b) that **You** are giving them the right information.

#### STEP ONE - INITIATING YOUR COMPLAINT

In the first instance, contact Prestigio Insurance by calling or writing to **Us** using the relevant details below.

**The Complaints Officer - Star Underwriting Agents Ltd**  
**PO Box 97954 Manukau City Auckland 2241**  
**Fax: 09 250 6001**

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 TWO - IF YOU ARE STILL UNHAPPY

Contacting Vero Insurance New Zealand. If **your** complaint is one of the few that cannot be resolved by this stage, please write to: Vero Insurance New Zealand Ltd, Private Bag 92120, Auckland 1010

Please ensure that **You** quote **Your Policy** number and state that **You** are Insured with a Star Underwriting Agents Ltd Insurance policy.

#### STEP THREE - BEYOND VERO

If Vero Insurance has given **You** their final response and **You** are still dissatisfied **You** may refer **Your** case to the Insurance and Savings Ombudsman (ISO), an independent body that arbitrates on complaints about financial and insurance products.

The ISO will ask if **Your** insurer has issued a 'deadlock' letter. Vero will produce such a letter only when the internal complaints procedure has been exhausted.