

MOTOR VEHICLE INSURANCE POLICY



WELCOME TO PRESTIGE BY CLASSIC COVER

Welcome to **your** Prestige by Classic Cover Insurance Policy. Thank **you** for placing **your** trust in **us** to provide **your** insurance cover. **Your** Policy sets out the terms, conditions and exclusions subject to which insurance cover is provided.

An insurance policy is a contract between insured and insurer so **we** ask that **you** read **your** Policy, including the **schedule** and any endorsements, carefully to ensure the cover is right for **you**. If **you** are not completely satisfied, or if **you** have any questions, please contact Classic Cover Insurance on 0800 456 254.

Classic Cover Insurance is underwritten by Lumley, a business division of IAG New Zealand Limited.

ABOUT THIS POLICY

Your Motor Vehicle policy consists of:

1. this policy document, and
2. the **schedule**, and
3. any endorsements or warranties that **we** apply, and
4. the information **you** have provided in the **application**.

YOUR DUTY OF DISCLOSURE

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

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

You also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** breach this duty **we** may avoid **your** policy which means it will be treated as if it had never existed and any claims made will not be payable.

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

Information you will need to disclose includes (but is not limited to):

- *Any circumstance which may increase the risk of an insurance claim;*
- *Criminal offences and convictions;*
- *Any cancellation or refusal to renew insurance or the imposing of special terms by an insurer;*
- *Insurance claims, or significant losses, you have made or incurred in the past.*

EXAMPLES

We have sometimes used examples and comments to make the parts of this policy document easier to understand. These examples and comments, which appear in italics, do not affect or limit the meaning of the section they refer to.

HEADINGS

The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document.

DEFINED WORD

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean in the section 'DEFINITIONS'.

CLAIMS

Making a claim is quick and easy:

If **you** are insured through a broker please contact them in the first instance and they will assist **you** with making **your** claim;

For all other claims:

- Call: 0800 456 254
- Email: claims@classiccover.co.nz
- Website: www.classiccover.co.nz

OUR ASSURANCE TO YOU

FAIR INSURANCE CODE

We belong to the Insurance Council of New Zealand and have made a commitment to act in accordance with the Council's Fair Insurance Code. **You** can access the Code here:

<http://icnz.org.nz/wp-content/uploads/Fair-Insurance-Code.pdf>

COMPLAINTS PROCESS

It is appreciated when **you** take the time to notify **your** concerns and Classic Cover Insurance is open to receiving **your** feedback on improvements to its products and service.

When a complaint is made, Classic Cover Insurance will:

- Record **your** complaint: **you** may be asked to complete a Complaint Form;
- Acknowledge **your** complaint;
- Investigate and review **your** complaint;
- Provide a response/propose a resolution.

Please advise if **you** wish to receive a copy of Classic Cover Insurance's internal complaints procedure. In the unlikely event **your** complaint cannot be resolved satisfactorily, Classic Cover Insurance belongs to an independent complaints scheme should **you** wish to make a complaint.

30-DAY MONEY BACK GUARANTEE

If **you** are not satisfied with the cover provided by the Policy **you** may cancel the Policy within 30 days of it commencing. If **you** have not made any claims during that 30 days **you** will be given a full refund of any premium paid and **we** will both treat the Policy as never having existed.

PRIVACY ACT AND THE INSURANCE CLAIMS REGISTER (ICR)

During the course of **our** relationship with **you**, **we** collect information, including 'Personal Information' about individuals. **We** are committed to acting in accordance with the Privacy Act 1993 including in the way **we** collect, store, use and disclose 'personal information'.

The ICR is a database of insurance claims to which participant insurers have access. 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, where it will be retained and be available for other insurers.

You also authorise **us** to obtain from the ICR information about **you** that is (in **our** view) relevant to this Policy or any claim made against it. For further details please refer to:

<http://icnz.org.nz/for-consumers/insurance-fraud/insurance-claims-register/>

Personal Information may be held by **us** and/or Classic Cover Insurance. Individuals have the right to request access to, and correction of, their personal information.

INSURANCE AGREEMENT

OUR AGREEMENT

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

USE OF THE VEHICLE

WHEN COVER APPLIES

There is only cover under this policy when any **vehicle** is being **used**:

1. for private, domestic, social or pleasure purposes, including community work, or
2. in connection with any business, profession, occupation or farming purposes, or
3. to carry passengers for hire or reward in connection with a wedding or other chauffeur driven hire, as long as the **car** is being driven by an **authorised driver**.

WHEN COVER DOES NOT APPLY

There is no cover under this policy when any **vehicle** is being **used**:

1. to carry passengers or goods for reward (subject to the above), or
2. while let out for hire, or
3. to practice for or take part in any race, timed or competitive rally, pace-making, reliability trial or speed test, or
4. on any race track,

unless **we** have agreed to **your** request to extend cover and this is specified on the **schedule**.

Note: Please see Section One – Optional Extensions which provides the options to extend cover while let out for hire, for use in Rallies, and Track days.

WHO MAY USE THE VEHICLE

There is only cover under this policy when any **vehicle** is being **used** by an **authorised driver**.

Cover will also apply while the **car** is being **used** by:

1. a member or employee of the motor trade, in connection with the repair or servicing of the **car**, or
2. a person providing a valet parking service to **you**, or
3. a person providing a 'Dial a Driver' or similar commercial service to **you**, unless **your schedule** shows under 'Driver Details' that only those named specifically are covered to drive, or
4. a person in the course of a medical emergency.

POLICY COVER OPTIONS

COVER OPTIONS

There are six cover options:

1. Full Cover;
2. Third Party, Fire and Theft,
3. Third Party Only,
4. Restoration & Laid Up Cover;
5. Dedicated Competition Cover;
6. Road Race Rally Cover

The type of cover that applies to a **vehicle** is shown against that **vehicle** in the **schedule** under 'Cover Type'.

FULL COVER

If **you** have selected "Full Cover", and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section One – Cover For Your Vehicle', and
2. 'Section One – Automatic Extensions', and
3. 'Section Two – Your Legal Liability', and
4. 'Section Two – Automatic Extensions'.

THIRD PARTY, FIRE AND THEFT

If **you** have selected "Third Party, Fire and Theft" cover, and it is shown in the **schedule**, then the policy provides the following cover:

'Section One – Cover For Your Vehicle' – limited specifically to **accidental loss** caused by fire, lightning, explosion or theft, and 'Section One – Automatic Extensions – Third Party, Fire and Theft/ Third Party Only', and 'Section Two – Your Legal Liability', and 'Section Two – Automatic Extensions'.

THIRD PARTY ONLY

If **you** have selected "Third Party Only" cover, and it is shown in the **schedule**, then the policy provides the following cover:

'Section One – Automatic Extensions – Third Party, Fire and Theft/ Third Party Only', and 'Section Two – Your Legal Liability'.

RESTORATION & LAID UP COVER

If **you** have selected "Restoration & Laid Up" cover, and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section One – Cover For Your Vehicle', including while it is being loaded or unloaded for transit (including whilst moving under its own motive power as long it is safe and reasonable to do so) or transported on a trailer, provided that the **car** is secured to withstand the ordinary rigors of transportation

There is no cover:

- (a) unless the **car** is adequately secured against theft;
 - (b) when the **car** is moving under its own motive power other than as set out above whilst being loaded or unloaded for transit.
2. Section Two – Your Legal Liability'.

DEDICATED COMPETITION COVER

If **you** have selected "Dedicated Competition" cover, and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section One – Cover For Your Vehicle', including while it is being loaded or unloaded for transit or transported on a trailer, provided that the **car** is secured to withstand the ordinary rigors of transportation

There is no cover:

- (a) unless the **car** is adequately secured against theft;
 - (b) whilst the engine is in use (i.e. from start-up to shut-down);
 - (c) whilst on any race track or drag strip for the purpose of any competition, **event** or demonstration (*this does not include whilst parked in the pits or staging area of the race track as long as such area is distinctly separate from the race track*).
2. Section Two – Your Legal Liability'.

ROAD RACE RALLY COVER

If **you** have selected "Road Race Rally Cover (RRR)" for **your car** and it is shown in the **schedule**, provided all **use** is in compliance with the Land Transport Act 1998, cover for the **car** is limited to only whilst the **car** is in **use** on any public road:

- (a) whilst traveling to or from any motorsport event;
- (b) during any touring stage of any motorsport event (however, there is no cover under this Policy for the **car** during special and or speed stages); and
- (c) for the purpose of moving the **car** for essential services such as to any place for repair, maintenance or enhancement.

SECTION ONE – COVER FOR YOUR VEHICLE

LOSS TO YOUR VEHICLE

WHAT YOU ARE COVERED FOR

You are covered for **accidental loss** to **your car** that happens during the **period of insurance** in New Zealand (including transit between places in New Zealand).

WHAT YOU ARE NOT COVERED FOR (UNDER SECTION ONE)

WEAR AND TEAR, FAULTS OR DEFECTS

This policy does not insure **loss** caused by or in connection with:

- (a) wear and tear, or
 - (b) rust or corrosion, or
 - (c) the **car's** faulty or defective design, specification or materials.
- However, this exclusion is limited to the part immediately affected and does not apply to any resultant **loss** to any other part of the **car**.

CONSEQUENTIAL LOSS

This policy does not insure:

1. loss of use of any kind whatsoever, or costs or expenses that result from that loss of use, unless expressly agreed, or
2. depreciation or reduction in value.

VEHICLE PARTS

1. This policy does not insure **loss** to the following **parts** of the **car**:
 - (a) engine and all engine parts, or
 - (b) cooling systems, including but not limited to radiators, cooling fans, intercoolers, air conditioning units, pressure caps, water pumps, thermostats and hoses, or
 - (c) hydraulic system, including but not limited to shock absorbers and suspension systems, or
 - (d) transmission system (including but not limited to gearbox, drive shafts, axles, differentials, clutches, and wheel hubs), or
 - (e) fuel systems, or
 - (f) braking systems, or
 - (g) electrical/electronic systems and or computer systems and or mechanical systems, or
 - (h) pumping and vacuuming systems, or
 - (i) any fixed plant machinery (including but not limited to food / drink preparation equipment).
2. However, this exclusion does not apply to **loss** the direct result of:
 - (i) fire, or
 - (ii) the **car** or a conveying vehicle overturning, or
 - (iii) the **car** suffering an impact or collision with an external object, or
 - (iv) the whole **car** being partly or fully immersed in a body of water, or
 - (v) the **car** being stolen or converted, or
 - (vi) the **car** being maliciously damaged, or
 - (vii) the **car** being **accidentally** operated with the incorrect fuel type. ie: Diesel in a petrol engine or petrol in a diesel engine.
This does not include operating the **car** with fuel of the correct type which is contaminated, or
 - (viii) hail, snow, storm or lightning, or
 - (ix) natural disaster, or
 - (x) animals.

TYRES

This policy does not insure damage to or destruction of tyres.

However this exclusion will not apply if the damage or destruction results from a **loss** otherwise covered under Section 1 of this policy.

THEFT BY PROSPECTIVE PURCHASER

This policy does not insure **loss** arising from theft or conversion by a prospective purchaser unless **you**:

1. have sighted the original driving licence of the prospective purchaser and have recorded all of the details contained in the licence, and
2. pass the details of the licence to **us** in the event of a **loss**, and

3. file a police complaint for the theft or conversion and provide confirmation to **us**.

IMPORTANT: Please also read the GENERAL EXCLUSIONS which apply to all parts of this policy.

WHAT WE WILL PAY

REPAIRABLE DAMAGE

If **we** consider the **car** is economic to repair:

1. **you** may use the repairer of **your** choice to undertake the repairs.

We will pay the reasonable cost of materials and wages incurred for the purpose of the repairs, limited to **our** appointed assessor's estimate of the cost of repairs,

or

2. **we** will at **our** option:

- (a) arrange to repair the **car** to substantially the same condition as it was in before the **loss** occurred, or

- (b) pay **you** the cost of repairs as estimated by **our** assessor.

Reasonable endeavours will be made to always source genuine parts of the same quality to repair **your car** as those needing replacement on **your car** due to the **loss**. If any part is unable to be sourced, then at **our** sole discretion, **we** may approve the use of second hand parts or suitable aftermarket parts, or have a part custom made in New Zealand or pay **you** an amount equal to the manufacturer's or supplier's last published price for the parts.

For windscreen and window glass, parts of similar quality and technical specification as to what the **car** had prior to the **loss** can be used in any repair or replacement.

We do not pay any cost of repairs that improve the condition of the **car** from its condition before the **loss** occurred.

PARTS OBTAINED OVERSEAS

We will pay the reasonable freight costs for any new parts, **accessories** or tools that are unobtainable in New Zealand. The most **we** will pay is the cost of the part to be air freighted to New Zealand by regular scheduled service of an established airline. The most **we** will pay in total for all such costs during the **period of insurance** is the amount specified in the **policy appendix**.

TOTAL LOSS

Agreed Value Cover

If the **car** is a **total loss**, **we** will:

- (a) pay **you** the **sum insured**, or
- (b) if the **sum insured** exceeds the **market value** at the time of the **loss** by more than 20%, the most **we** will pay is the **market value**.

Where the **car** 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.

NEW REPLACEMENT VEHICLE

If the **car** is a **total loss**, and the **loss** occurred within 24 months of **you** purchasing the **car** new from a franchise dealer in New Zealand, **you** may elect to have the **car** replaced with a new one, provided:

- (a) **you** are the first registered owner of the **car**,
- (b) **you** insured the **car** under this policy without break from the date of purchase to the date of **loss**, and
- (c) the **sum insured** is equivalent to the purchase price.

If **you** do not elect this settlement option, **your** claim will be settled in accordance with 'TOTAL LOSS' above.

TRAILER

For **loss** to any **trailer**, **we** will at **our** option pay:

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

The most **we** will pay in total for all claims during the **period of insurance** is the amount specified in the **policy appendix**.

A \$100 **excess** applies.

LEASED VEHICLE

If the **car** is leased at the time of **loss** we will pay the greater of:

1. the **market value**, or
2. the residual value of the **car** if **we** choose not to repair the **car**.

But this does not include:

- (a) penalties for early termination, or
- (b) penalties for any additional distance travelled, or
- (c) unpaid obligations under the lease at the time of the **loss**, or
- (d) penalties resulting from lack of servicing or poor maintenance, or
- (e) balloon payments, or
- (f) the amount by which the residual value of the **car** 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.

SECTION ONE – AUTOMATIC EXTENSIONS (FULL COVER ONLY)

If **you** have selected 'Full Cover' as shown on the **schedule** under 'Cover Type', the following Automatic Extensions apply:

ACCESSORIES

We will also pay for all **accidental loss** to **accessories**, during the **period of insurance** whilst such are securely stored at **your** residence or other secure storage area. The most **we** will pay in total for all claims in the **period of insurance** is the amount specified in the **policy appendix**.

ALTERNATIVE TRANSPORT

We will pay the reasonable costs incurred if **you** require a rental vehicle for transportation following a **loss** covered by this policy while **your car** is:

1. being repaired provided **you** use **our** approved repairer network, or
2. not fit to drive until it is repaired, or
3. missing after being stolen,

provided:

- (a) **we** have arranged the rental vehicle through **our** approved supplier, and
- (b) **you** pay for all running costs including any bond or deposit, and
- (c) **you** immediately return the rental vehicle when **we** settle **your** claim.

The most **we** will pay under this Automatic Extension in total during the **period of insurance** is the amount specified in the **policy appendix**.

There is no cover under this Automatic Extension if **your** claim is solely for **loss** to windscreens, windows, sun-roof, headlight glass or tail light glass of the **car**.

For you to require transportation under this benefit you must not have access to any other motor vehicle which could be used for the purposes your car was used (having regard to your normal weekly routine) i.e. not have the opportunity to use a courtesy car from the panel beaters.

We will automatically provide cover for the rental vehicle on the same basis as 'Section 2 – Automatic Extension, Hired vehicles'.

An **excess** of \$500 applies for any **loss** to the rental vehicle.

CLEANING – VALET COSTS

We will pay the reasonable costs incurred by **you** for cleaning and valeting the **car** following a **loss** where the **car** is broken into and damage occurs to the inside of the **car** and **you** have not made a claim under any other part of this policy.

The most **we** will pay for any one **event** is the amount specified in the **policy appendix**.

No **excess** applies to any claim under this benefit.

COMPLETION OF JOURNEY COSTS

If the **car** suffers **loss** covered under this policy **we** will pay the reasonable costs incurred by **you** to:

- (a) hire another vehicle of similar make and model to complete the journey, or to return **you**, an **authorised driver** and passengers of the **car** to where the journey first commenced, and
- (b) return the **car** to the premises where it is normally based following its repair, or
- (c) recover the **car** in the event of theft or conversion.

If, at the time of **loss**, **you** were involved in an organised event or rally for which cover is not excluded under this policy, **we** will also pay the reasonable costs of transporting **you** and **your** passengers to complete such event or rally.

The most **we** will pay in total for all **events** during the **period of insurance** is the amount specified in the **policy appendix**.

DEATH BY ACCIDENT

If **you** die as a result of an **accident** covered by this policy, provided the death occurs within 90 days of the **accident**, **we** will pay this benefit to **your** estate, regardless of any other insurance. The most **we** will pay in total during the **period of insurance** is the amount specified in the **policy appendix**.

DISABLEMENT

If **you** suffer an injury in direct connection with a **loss** to the **car**, 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 toward the cost of modifying the **vehicle** to enable **you** to continue driving the **car**. The most **we** will pay in total during the **period of insurance** is the amount specified in the **policy appendix**.

EMERGENCY ACCOMMODATION

We will pay the reasonable costs incurred by **you** for overnight accommodation for **you** and **your** passengers if the **car** can no longer be driven following a **loss** covered by this policy.

EMERGENCY REPAIRS

We will pay the reasonable costs of emergency repairs to the **car** if the repairs are essential to make it roadworthy, to enable **you** to get to **your** destination or to a repairer following a **loss** covered by this policy.

EXCESS PROTECTION

If the **car** suffers **loss** covered by this policy caused by an identifiable driver of another vehicle, **we** will not deduct the **excess** provided **you**:

- (a) give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
- (b) give **us** the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address), and
- (c) give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

INABILITY TO DRIVE

If, during the **period of insurance** **you** have **your** New Zealand driving licence revoked by the applicable Authority or medical practitioner as a result of **you** being incapacitated due to ill health, or injury following an **accident** in the **car** which results in a valid claim under this policy, **we** will reimburse **you** the reasonable costs incurred for alternative transport.

The most **we** will pay is the amount specified in the **policy appendix** for costs incurred in a maximum period of 12 months from the date **your** claim is confirmed as accepted.

KEYS AND LOCKS

If any of the keys to the **car** are lost or stolen or believed on reasonable grounds to have been duplicated without **your** permission during the **period of insurance**, **we** will pay the reasonable cost of replacing the keys and altering or replacing the locking mechanism.

The most **we** will pay for any **event** is the amount specified in the **policy appendix**.

Your standard **excess** (to a maximum of \$250) applies to any claim under this Automatic Extension.

MEDICAL EXPENSES

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

The most **we** will pay is the amount specified in the **policy appendix**.

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

PARTS & EQUIPMENT

If **parts** and/or **equipment** suffer **loss** caused by fire, explosion, burglary from a locked or secured building or vehicle, or whilst being transported by **you**, **we** will pay:

- a. for the cost of repairs; or
- b. if the **part** or **equipment** is deemed a **total loss** by **us**, its **market value**,

subject to the most **we** will pay in total per item and per **event** is the amount specified in the **policy appendix** unless a higher amount is shown on the **schedule**.

An **excess** of \$250 applies to any claim under this Automatic Extension.

REGISTRATION AND ROAD USER CHARGES

In the event of a **total loss**, **we** will pay **you** any refund of the unexpired portion of any registration remaining on the **car** as calculated and paid to **us** by the relevant Authority.

REPLACEMENT AND ADDITIONAL VEHICLES

When **you** buy a replacement or additional vehicle, **we** will automatically provide cover for that vehicle under this policy from the date of purchase, provided that:

1. **you** notify **us** within 30 days of the date of purchase, and
2. the replacement vehicle's purchase price does not exceed the maximum amount specified in the **policy appendix**, and
3. the replacement vehicle's purchase price will be the **sum insured**, and
4. **you** pay any additional premium that is required.

ROAD CLEARING COSTS

We will pay the reasonable costs incurred for removing debris from any road or parking area, following a **loss** covered by this policy.

TRAUMA COVER

We will pay the reasonable costs of professional counselling services for the **authorised driver** of, and passengers in the **car**, required following a valid claim under **your** policy.

The most **we** will pay for any **event** is the amount specified in the **policy appendix**

WINDOWS

If **your** claim is solely for **accidental loss** to windscreens, windows, sun-roof, headlight glass, headlight protectors, tail light glass or driving lights of the **car** no **excess** applies, unless a specific **excess** is shown on the **schedule**.

SECTION ONE – OPTIONAL EXTENSIONS

These Optional Extensions only apply where specified in the **schedule**.

CLUB EVENT – RALLY

Section One – Cover For Your Vehicle is extended to cover the **car** while it is being **used** to participate in an organised timed or competitive rally.

Note: Your schedule specifies additional terms specific to a Rally.

CLUB EVENT – TRACK

Section One - Cover For Your Vehicle is extended to cover the **car** while it is being **used** to participate in an organised Club track event.

Note: Your schedule specifies additional terms specific to a Track event.

PROFESSIONAL DRIVING COURSE

Section One - Cover For Your Vehicle is extended to cover **you** while **you** are using the **car** to participate in a driving course that is designed to improve **your** driving skills. The course may be held on a public road or at a private specialist venue provided a qualified and generally recognised instructor for this class of vehicle is present.

'Use of the vehicle, When Cover Does Not Apply – clause 3', does not apply to this Optional Extension.

Note: Your schedule specifies additional terms specific to a Professional Driving Course.

VEHICLES FOR HIRE

This policy is extended to cover **accidental loss** to the **car** while it is let out for hire provided that this Optional Extension does not insure **loss** resulting from theft or conversion of the **car**, by a person to whom the **car** has been let out on hire.

'Use of the vehicle, When Cover Does Not Apply – clause 2', does not apply to this Optional Extension.

Note: Your schedule specifies additional terms specific to cars which are let out for hire.

SECTION ONE – AUTOMATIC EXTENSIONS (THIRD PARTY, FIRE AND THEFT AND THIRD PARTY ONLY)

If **you** have selected 'Third Party only' or 'Third Party, Fire and Theft' as shown on the **schedule** under 'Cover Type', the following Automatic Extensions apply:

PROTECTION AGAINST UNINSURED DRIVERS

If the **car** suffers **loss** caused by an identifiable and uninsured driver of another vehicle, **we** will pay **you** up to a maximum of the amount specified in the **policy appendix** for the cost of repairing or replacing the **car** and will not deduct the **excess** or adjust **your** claim-free discount provided **you**:

1. give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
2. give **us** the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address), and
3. give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

ROAD CLEARING COSTS

We will pay the reasonable costs incurred for removing debris from any public road or parking area, following a **loss** that would have been covered by this policy had **you** selected 'Full Cover'.

SECTION TWO – YOUR LEGAL LIABILITY

WHAT YOU ARE COVERED FOR

YOUR LEGAL LIABILITY

We will cover **you** for **your** legal liability and defence costs arising from:

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

REPARATION

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

Provided that:

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

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

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

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

GENERAL AVERAGE

We will cover **you** for general average or salvage charges that **you** must legally pay as a result of the **car** being carried by ship between places in New Zealand during the **period of insurance**.

OTHER PERSON'S LIABILITY

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

1. the **authorised drivers'** liability is not covered by any other insurance, and
2. the **authorised driver** meets all the same terms of this policy that **you** must meet.

VICARIOUS LIABILITY

We will cover **your** employer's vicarious liability while **you**, or any other employee who has **your** permission, are **using** the **car** for **your** employer's business purposes, provided:

1. **your** employer's vicarious liability is not covered by any other insurance, and
2. any other employee **using** the **car** meets all the same terms of this policy that **you** must meet.

WHAT YOU ARE NOT COVERED FOR

1. **You** are not covered for liability, including liability to pay **reparation**, for **loss** to any property:
 - (a) owned by **you** or anyone **we** cover under this policy and who claims under this policy, or
 - (b) in **your** care or in the care of anyone **we** cover under this policy, unless the property is:
 - (i) a disabled vehicle being towed for free by the **vehicle**, or
 - (ii) clothing, personal effects and luggage being carried by, and belonging to, any passenger in the **vehicle**, or
 - (c) being carried by, or loaded into, or unloaded from, the **vehicle**, caravan or trailer attached to the **vehicle** other than specified under (b)(ii) above.
2. **You** are not covered for liability under a contract or agreement unless **you** would have been otherwise liable even without such contract or agreement.
3. **You** are not covered for:
 - (a) any fine or penalty, or
 - (b) any punitive or exemplary damages.

4. **You** are not covered for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules, or By-Laws made under any Act of Parliament.
5. **You** are not covered for liability in any way connected with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up) unless the seepage, pollution or contamination happens:
 - (a) during the **period of insurance**, and
 - (b) is caused by a sudden **accidental event** that happens during the **period of insurance**.
6. This policy does not insure liability arising out of the ownership, operation or maintenance of any **vehicle** within the restricted area of any airport used for scheduled commercial flights.

IMPORTANT: Please also read the GENERAL EXCLUSIONS which apply to all parts of this policy.

WHAT WE WILL PAY

Amount payable for property damage

We will pay for:

1. liability, including liability to pay **reparation**, for **accidental loss** to property, and
2. reasonable defence costs incurred with **our** approval, and
3. costs awarded against **you** by a Court.

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

Where **you** have selected 'Full Cover' as shown on the **schedule** under 'Cover Type', no **excess** applies to any claim under this cover.

Amount payable for bodily injury

We will pay for:

1. liability, including liability to pay **reparation**, for **accidental bodily injury**, and
2. reasonable defence costs and expenses incurred with **our** approval, and
3. costs awarded against **you** by a Court.

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

Where **you** have selected 'Full Cover' as shown on the **schedule** under 'Cover Type', no **excess** applies to any claim under this cover.

Maximum amount payable

The most **we** will pay in total for any claim for property damage and **bodily injury** is \$20,000,000 for any **event**.

Settlement of any claim

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

SECTION TWO – AUTOMATIC EXTENSIONS

HIRED VEHICLES

If **you** hire a vehicle during the **period of insurance** and do not arrange separate insurance cover for it, this Automatic Extension covers **your** liability:

1. to the owner of that vehicle against:
 - (a) **loss** for which **you** would be covered under 'Section One – Cover For **your** Vehicle', but limited to \$100,000 for any **event**, and
 - (b) consequential loss caused by that **loss**, limited to \$50,000 for any **event**, and
2. to other parties, for which **you** would be covered under 'Section Two – Your Legal Liability'.

This extension applies to vehicles hired in New Zealand only.

COURTESY VEHICLE

This policy is extended to cover **your** liability arising from **use** of a courtesy vehicle while **your car** is:

1. being repaired, or
 2. not fit to drive,
- following a **loss** which is covered under 'Section 1 – Cover For Your Vehicle':

1. to the owner of that vehicle for **loss** for which **you** would be covered under 'Section One – Cover For Your Vehicle', but limited to \$100,000 for any **event**, and
2. to other parties, for which **you** would be covered under 'Section Two – Your Legal Liability'.

An **excess** of \$500 applies to this Automatic Extension.

The 'Other Insurance' Policy Condition does not apply to this Automatic Extension.

GENERAL POLICY EXTENSION APPLICABLE TO SECTIONS ONE AND TWO

INVALIDATION

You are covered for **loss** to the **car** and for any liability provided pursuant to Section 2 of this policy (including borrowed or hired vehicles) while that **vehicle** is being driven in the circumstances excluded by:

1. General Exclusions, 'Alcohol, Drugs and Other Intoxicating Substances',
2. General Exclusions, 'Unlicensed Drivers',
3. General Exclusions, 'Unsafe or Unroadworthy',

provided:

- (a) the driving in those excluded circumstances was without **your** knowledge, and
- (b) **you** have not waived any right of recovery against the driver, and
- (c) if the **car** has been stolen or converted, **you** lay a complaint with the police, and **you** and all **authorised drivers** named in the **schedule** cooperate fully with **us** and them in pursuit of **reparation** from the offender.

GENERAL EXCLUSIONS

These exclusions apply to all parts of this policy.

ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There is no cover under this policy if, at the time of the **loss**, the person **using** the **vehicle**:

1. has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
2. refuses to undergo a breath or blood test after an accident, when they must legally do so, or

3. is under the influence of a drug or any other intoxicating substance to such an extent that they are incapable of having proper control of the **vehicle**, or
4. fails or refuses to stop, or remain at the scene, following an accident (as required by law).

This does not apply if the **vehicle** has been stolen or converted, as long as **you** lay a complaint with the police, and **you** and all **authorised drivers** named in the **schedule** cooperate fully with **us** and them in pursuit of **reparation** from the offender.

CONFISCATION

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

INTENTIONAL OR RECKLESS ACTS

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

LOSS OF ELECTRONIC DATA

You are not covered for loss of **electronic data** and any liability arising from it, connected in any way with a **computer virus**. This includes loss of use, reduced functionality or any other associated loss or expense in connection with the **electronic data**.

NUCLEAR

This policy does not insure any loss in connection with:

1. ionising radiation or contamination by radioactivity from:
 - (a) any nuclear fuel, or
 - (b) any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

TERRORISM

This policy does not insure any loss in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

UNDER 25 YEAR OLD DRIVERS

There is no cover under this policy if the driver of any **vehicle** is under the age of 25, unless **you** have requested and **we** have agreed to this as shown on the **schedule**.

UNLICENSED DRIVERS

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

1. does not comply with all the conditions of his or her driver's licence, or
2. is not legally allowed to drive in New Zealand.

This does not apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police, and **you** and all **authorised drivers** named in the **schedule** cooperate fully with **us** and them in pursuit of **reparation** from the offender.

UNSAFE OR UNROADWORTHY

There is no cover under this policy if, at the time of the **loss**, the **vehicle** was being **used** in an unsafe or unroadworthy condition and:

1. the condition of the **vehicle** contributed to **loss** or liability, and
2. the driver should have been aware of that condition and that the condition could result in **loss**.

WAR

This policy does not insure any loss in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

HOW TO CLAIM

EXCESS

If **you** claim under this policy, any applicable **excess(es)** set out in the **schedule** and the policy will be deducted from the amount payable for each **event**.

WHAT YOU MUST DO

If anything happens that may lead to a claim under this policy, **you** must:

1. do what **you** can to take care of the **car** and to prevent any further **loss**, expense or liability, and
2. tell **us** as soon as possible, and
3. notify the police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **car** before any permanent repairs are started, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information in connection with the claim being:
 - (a) disclosed to **us**, and
 - (b) transferred to Insurance Claims Register Limited, and
8. tell **us** immediately if **you** are charged with any offence in connection with the **use** of the **car** or a **vehicle** which resulted in **loss** of property or **bodily injury** to another person.

WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. negotiate, offer to pay or pay any **reparation**, including but not limited to, offers made as part of any case management conference or sentencing hearing, or
4. do anything that may prejudice **our** rights of recovery.

DISHONESTY

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

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

This is at **our** sole discretion.

ACTIONS WE MAY TAKE

1. Subrogation

Once **we** have accepted any part of **your** claim under this policy, **we** may assume **your** legal right of recovery. If **we** initiate a recovery **we** will include **your excess**, and any other uninsured losses suffered by **you**. **You** must fully co-operate with any recovery process. If **you** do not, **we** may recover from **you** the amount paid in relation to the claim.

2. Conduct of defence

We have the sole right to act in **your** name or in the name of any other person insured under this policy, and on **your** or their behalf to defend, negotiate or settle any liability covered under 'Section 2: Liability Cover' as **we** see fit (this will be done at **our** expense).

We may elect at any time to pay the maximum amount payable under this policy, or any lesser sum that the liability can be settled for. Once **we** have paid this (plus any defence costs and expenses covered by this policy and already incurred, but less any applicable **excess**) **our** responsibility to **you** or any other person covered under this policy is met in full.

The lawyers **we** instruct to act on behalf of **you** or any other person entitled to cover, are authorised by **you** or such other person, to disclose to **us** any information the lawyers receive in that capacity, including information they receive from **you** or any other person.

3. Recoveries

If the **car** or any property **we** have paid a claim for is later found or recovered, **you** must tell **us** immediately and hand it over to **us** if **we** request it. **We** have the right to keep the **car** and any property that **we** have paid a claim for under this policy, including any proceeds if it is sold.

4. Reparation

If any person is ordered to make reparation to **you** for **loss** to the **car** that **we** have paid a claim for under this policy, then **you** must tell **us**. Any payments received must first reimburse our claims payment up to the amount of any **reparation** received.

SALVAGE

You must not abandon the **car** to **us**. However, after the **car** is declared a **total loss**, **we** may keep the **car** and retain the salvage. **You** will have the first option to purchase any salvage. The value of the salvage will be determined by an independent valuer qualified to supply a valuation for this type of vehicle. **We** will deduct the salvage value from any claim payment to be made to **you**.

POLICY CONDITIONS

YOUR OBLIGATIONS

1. Assignment

You must not assign or attempt to assign this policy or **your** interest in this Policy to any other person or party without **our** prior written consent.

2. Breach of any Condition

If:

1. **you**, or
2. any other person **we** insure under this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may:

- (a) decline **your** claim either in whole or in part, and/or
- (b) declare either this policy or all insurance **you** have with **us** to be unenforceable.

This is at **our** sole discretion.

3. Correct Statements and Answers

The **application** is the basis of this policy. Correct and complete statements and answers must be given (whether by **you** or any other person) when **you**:

1. apply for this insurance, and/or
2. notify **us** regarding any change in circumstances, and/or
3. make a claim under this policy.

4. Reasonable Care

You, or any person in charge of property insured under this policy including a **vehicle**, must take reasonable care at all times to avoid circumstances that could result in a claim.

You will not be covered if **you**, or any person in charge of the **vehicle**, are reckless or grossly irresponsible.

5. Complying with this Policy

We will not pay any claim unless **you**, or any person who acts on **your** behalf, complies with this policy. This also applies to any other person who can claim under the policy.

6. Modifications

Prior to commencement of this policy, **you** must have advised **us** of any **modifications** to the **car**.

7. Changes In Circumstances

You must tell **us** immediately if there are any changes in:

1. **modifications** to the **car**, or
2. material changes that might alter the nature of the risk insured or increase the chance of a claim under this policy.

Information is 'material' where we would have made different decisions about either:

- a) accepting your insurance, or
- b) setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.

The 'risk insured' refers to both:

- a) the actual property or liabilities covered (known as physical hazard), and
- b) you or other persons covered by this policy (known as moral hazard).

HOW WE ADMINISTER THIS POLICY

Cancellation

BY you

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

BY us

We may cancel this policy by giving you notice in writing or by electronic means at your last known address. The policy will be cancelled from 4pm on the 14th day after the date of the notice. We will refund you any premium that is due to you based on the unused portion of the **period of insurance**.

Change Of Terms

We may change the terms of this policy (including the **excess**) by giving you notice in writing or by electronic means at the last known address we have for you. Your policy will be changed from 4pm on the 30th day after the date of the notice.

Other Insurance

You must tell us as soon as you know about any other insurance which covers the car. This policy does not cover your loss or liability at all if it is insured to any extent under any other insurance policy. We will not contribute towards any claim under any other insurance policy.

Joint Insurance

If this policy insures more than one person, then all persons are jointly insured. This means that a breach of this policy by any one person affects everyone's ability to claim under this policy.

We may choose to pay any claim in full to the person who is named first in the **schedule**, and this will meet all our obligations under this policy for that claim.

Inspection

We will always have the right to examine the vehicle subject to us providing you with reasonable notice of such inspection.

Interests of Other Parties

If we know of anyone who has a financial interest over the car, we can pay them part or all of any claim proceeds. This payment goes towards meeting our obligations under the policy.

However, anyone recorded as having a financial interest under this policy is not covered by it and has no right to make a claim.

We are also authorised by you to disclose personal information about you to anyone who holds a financial interest in the car.

Premium

All premium (including any levies and taxes) must be paid to us before we are liable to indemnify you under this Policy.

Uneconomic to repair

If we have paid your claim for a car that we determine is uneconomic to repair:

1. that car is automatically deleted, and
2. we will not give any refund of premium, and
3. your car will become our property.

This means that you will need to make new insurance arrangements on any replacement car.

Please also see 'Premium Credit' below.

Premium Credit

Following a **total loss** where we in turn insure your replacement vehicle, we will credit the unused premium towards insurance on the replacement. This is provided that:

1. the person in control of the car was completely free of blame, and
2. the identity of the other party who caused the damage is established.

LAWS AND ACTS THAT GOVERN THIS POLICY

1. Governing Law and Jurisdiction

The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.

2. Legislation Changes

Where this policy refers to any Act of Parliament, it also includes any sub-ordinate regulations or rules made under it, and any later Act, regulations or rules in substitution of them.

3. Insurance Law Reform Acts

The exclusions and conditions in this policy are subject to your rights under the Insurance Law Reform Acts 1977 and 1985.

4. Currency

Any amount shown in this policy or the **schedule** is in New Zealand dollars.

5. Goods and Services Tax

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

1. Any **sum insured** which is an Agreed Value includes GST, and
2. all other sums insured exclude GST, and
3. all limits and sub limits include GST, and
4. all **excesses** include GST, and
5. GST will be added, where applicable, to claim payments.

DEFINITIONS

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

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

accessory – A minor fitting or attachment that alters the performance, characteristics of, or is designed for use on, a vehicle to which it is attached but without which the vehicle would still operate, and emergency aids, each used exclusively for the **car** (including when temporarily removed from the **car** provided they are kept in secure storage at the same place as the **car** or **your** residence), (e.g. on board computers, navigational systems, telephone installations, audio, safety or protection equipment in, on or used in connection with the car).

accident – Unexpected and unintended by **you** and anyone using the **vehicle**.

act of terrorism – An act, including but not limited to the use of force or violence and/or threat thereof, of any person(s) or group(s) (whether acting alone or on behalf of, or in connection with, any organisation(s) or government(s)) that 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.

application – The information provided by **you** to **us** when **you** purchased this insurance or requested a quotation for this insurance from **us**. It also includes any subsequent information **you** provide **us** with.

authorised driver –

1. **You**, and
2. any person named on the **schedule** under 'Driver Details', and
3. any person to whom **you** have given permission to **use** the **car**, unless the **schedule** excludes persons other than those specifically named on the **schedule**.

Note: Please refer to the 'Driver Details' section of the schedule for further details.

bodily injury – The **accidental** death of, or **accidental** bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

car – The **vehicle** described in the **schedule**, and including any:

1. standard tool supplied by the **vehicle's** manufacturer or a similar substitute tool, and
2. **accessories**.

computer virus – A set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to Trojan Horses, Worms and Time or Logic Bombs.

electronic data – Facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

equipment – Tools and equipment owned by **you** which:

1. were purchased separately from the **vehicle** but are used solely in respect of the **vehicle**; and/or
2. are specified on the **schedule**.

event – A single event or a series of events arising from one source or original cause.

excess – The first amount of **your** claim that **you** must pay. The amount of the excess is shown in either the **schedule** or in this policy wording.

Please also see HOW TO CLAIM for further details on excesses.

family – **Your** husband or wife or person with whom **you** are living with in the nature of a marriage, and any family member who permanently resides with **you**.

loss – Sudden, physical:

1. loss;
2. damage; or
3. destruction.

market value – The reasonable cost to buy, immediately before the **loss** and on the retail market, a vehicle (or **equipment** or **part**) of a similar:

1. year, and
2. make, model and specification, and
3. general condition (including mileage/hours),

as the damaged **car** (or **equipment** or **part**), including the value of any fitted equipment covered by this policy.

modification – Any change to **your car** that is different to the manufacturer's original specification or recommendations.

Examples include:

1. changes to the engine, steering, performance, suspension, chassis, or
2. body kits, paintwork, interior modifications, or
3. tyres or wheels of the car, or
4. a changed sound system valued at over \$1,000.

We do not consider a conversion of the **car** to run on CNG, LPG or Bio Gas to be a **modification** provided the **car** has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.

parts – Parts for **your vehicle** which are solely owned by **you**, not attached to **your vehicle** at the time of **loss** but that are solely for use in or on the **car**.

period of insurance – The period of time stated in the **schedule** for which cover applies.

present value – The reasonable cost to purchase an item in New Zealand, which is of an equivalent age, quality and capability, and is in the same general condition.

reparation – An amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

schedule – The latest version of the Schedule or Coverage Summary **we** issued **you** for this policy.

sum insured – The Sum Insured shown in the **schedule**.

total loss – When:

1. **we** determine the **car** is uneconomic to repair, or
2. the **car** is converted or stolen and not recovered.

trailer – Any general use trailer **used** and:

1. owned by **you** or in **your** care, and
2. that is not covered by any other insurance, and

It does not include:

1. a caravan, a boat trailer, a camper trailer or a horse float, or
2. the contents, equipment or accessories of any trailer

use – The driving, parking, garaging or storing of the **car**, **trailer** or **vehicle**.

vehicle – The **car** or **trailer** when being **used** by **you** or anyone else with **your** permission, and any other motorcar that is not owned by **you**, being used by **you**, provided **you** have the owner's permission to **use** it and the liability is not covered by any other insurance.

we/us/our – Lumley, a business division of IAG New Zealand Limited.

you/your – The person(s) or entity shown as the insured in the **schedule**.

POLICY APPENDIX

Limits applicable to Prestige by Classic Cover motor vehicle wording

SECTION 1 – COVER FOR YOUR VEHICLE

Parts Obtained Overseas	\$2,500 for each part \$10,000 in total for one event
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Trailers	\$5,000
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SECTION 1: AUTOMATIC EXTENSIONS (FULL COVER ONLY)

Accessories	\$3,500
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Alternative Transport	\$6,500
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Cleaning - Valet Costs	\$350
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Completion of Journey Costs	\$6,500
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Death by Accident	\$10,000
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Disablement	\$10,000
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Inability to Drive	\$1,000
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Keys and Locks	\$2,000
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Medical Expenses	\$750
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Parts & equipment	\$5,000
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Replacement and Additional vehicles	\$200,000
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Trauma Cover	\$2,000
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SECTION ONE – AUTOMATIC EXTENSIONS (THIRD PARTY, FIRE & THEFT AND THIRD PARTY ONLY)

Protection Against Uninsured Drivers	\$3,000
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MOTOR VEHICLE POLICY ADDENDUM



INTRODUCTION

The following endorsement applies to your Classic Cover Prestige Insurance Policy (Classic Cover 06/18). **Effective from Nov 1 2022.**

'Section 1: Cover for the Insured Vehicle' – 'WHAT YOU ARE NOT COVERED FOR (UNDER SECTION ONE)' – 'Vehicle Parts' on Page 3 is deleted and replaced with the following:

Vehicle Parts

1. This policy does not insure any **loss** to, or any cost or expense, in connection with any of the following parts (including any components of those parts) of any **vehicle**:
 - a. 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 or electronic systems, computer systems, and mechanical systems,
 - h. pumping and vacuuming systems,
 - i. any fixed plant machinery (including but not limited to food or drink preparation equipment),
 - j. underground exploratory devices.
2. Exclusion (1) does not apply to any resultant sudden and **accidental loss** to any other **vehicle** part not included in 1(a)-(j).
 - a. Exclusion (1) does not apply to any **accidental loss** that is caused directly by any of the following:
 - a. fire,
 - b. the **vehicle** or a conveying **vehicle** overturning,
 - c. the **vehicle** suffering an impact or collision with an external object,
 - d. the **vehicle** being partly or fully immersed in a body of water,
 - e. the **vehicle** being stolen or converted,
 - f. the **vehicle** being maliciously damaged by non-electronic means,
 - g. the **vehicle** being accidentally operated with the incorrect fuel type, including but not limited to diesel in a petrol engine or petrol in a diesel engine. This does not include operating the **vehicle** with fuel of the correct type, which is contaminated,
 - h. hail, snow, storm or lightning,
 - i. earthquake, subterranean fire, hydrothermal activity, geothermal activity, volcanic activity, or tsunami,
 - j. impact or damage by animals.

'General Exclusions' - 'Loss of Electronic Data' on Page 7 is deleted and replaced with the following:

4. This policy does not insure:

- (a) **loss of data** or **loss of data** value or liability of any type in connection with any **loss of data** or **loss of data value**,
- (b) any costs or expenses of any type (including defence costs, fines or court costs) arising from any prosecution, claim or liability in connection with any **loss of data** or **loss of data value**.

This exclusion does not apply to **loss of data** that results directly from **accidental loss** that is covered by Section 1 of the policy. The following definitions apply to this Electronic Data Exclusion: **computer system** includes any computer operating system, hardware, programme, software, communications system, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, including any similar system or configuration of the aforementioned, whether the insured's property or not.

loss of data includes any actual or alleged:

1. loss of, alteration of, or damage to any **electronic data**, or
2. cost in correcting or reprogramming any **electronic data**, or
3. reduction in the functionality, availability or operation of any **electronic data**, or
4. cost involved in retrieving **electronic data**.

loss of data value means any actual or alleged loss in the value (whether financial or otherwise) of any **electronic data**.

electronic data means information, facts, concepts, code or any other information of any kind and whether owned by the insured or not that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by any **computer system**.

The following new '**General Policy Exclusion**' is added to your policy:
5. Communicable Disease Exclusion

Notwithstanding any provision to the contrary in this policy or any other endorsement, this policy does not insure any:

1. **contamination costs** directly or indirectly arising out of or attributable to the presence or potential presence, or threat or fear of the presence, of any disease:

(a) stated to be a quarantinable disease under the Health Act 1956, or

(b) in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002, or

(c) in respect of which a pandemic or epidemic has been declared by the World Health Organisation or the New Zealand government or any New Zealand government agency or lawful authority, or

(d) declared by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

2. liability directly or indirectly arising from any actual or alleged **injury** resulting from the transmission of any communicable disease.

References in this exclusion to legislation and legislative and official terms include any amended, replacement, re-enacted, successor, equivalent, substituted, corresponding, or similar legislation (including any secondary legislation made under such legislation) and legislative and official terms.

For the purpose of this exclusion only, the following definitions apply:

contamination costs means all costs to clean, neutralise, disinfect, treat, decontaminate, restore, rectify, destroy, remove, dispose of, repair, replace or reinstate any property, and any loss of value or loss of use of any property; and includes any liability for or arising from such costs or loss of value or loss of use of property.

injury includes bodily injury, sickness, disease, disability, impairment, incapacity, mental anguish, emotional distress, shock, fright, or death of any person.