



# On Road<sup>®</sup> Plus

## Commercial Motor Vehicle Insurance Policy

Effective date: 1 February 2021

360TLCORPV221



TLC Insurance Limited **NZBN** 9429037766177  
TLC House, 1 Forrester Drive, Welcome Bay, Tauranga 3112 | PO Box 7006, Tauranga 3148  
[360uw.co.nz](http://360uw.co.nz)

# Commercial Motor Vehicle Insurance Policy

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# About this Booklet

## Introduction

Thank **you** for choosing TLC Insurance Limited to provide **you** with **your** insurance cover.

Arranging insurance means **you** are making a legal contract under which **you** promise to meet certain obligations and conditions, and in return **we** promise to provide specified insurance cover.

The obligations, memoranda, warranties, exclusions, extensions and conditions in this contract are subject to **your** rights under the *Insurance Law Reform Acts 1977 and 1985*.

Words shown starting with a capital are words that have had their meaning defined. These meanings are found in the definitions section of this policy or on the **schedule** of this policy. Any word or expression to which a specific meaning has been given will have the same meaning wherever it appears.

Please examine this document, including the **schedule**, to ensure the insurance protection is in accordance with **your** requirements. If it does not meet **your** requirements, or **you** wish to make changes to the insurance cover, please contact **your** insurance broker, adviser or TLC Head Office.

## On Road<sup>®</sup> Plus

Insurance administered and issued by TLC INSURANCE LIMITED, underwritten by BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (inc. in Nebraska, USA)

THIS POLICY OF INSURANCE confirms that in return for payment of the premium shown in the **schedule**, **we** have agreed to insure **you**, in accordance with the details shown in the **schedule** in conjunction with this Policy wording.

In accepting this Insurance, the Underwriters have relied on the information and statements that **you** have provided on the Proposal Form (or subsequent renewal declaration). **You** should carefully read this Policy wording and the **schedule** attached hereto, and if it is not correct please contact **us**. It is an important document and **you** should keep it in a safe place with all other papers relating to this Insurance.

This Policy of Insurance is issued by TLC Insurance Limited in accordance with the authority granted to them by Berkshire Hathaway Specialty Insurance Company (inc. in Nebraska, USA).

## For Further Information

**Our** knowledge, expertise and experience are always available to **your** broker and **you**. If **you** need any further information about this Policy, or any other product or service **we** provide, then contact **your** broker or TLC Insurance Limited at:

PO Box 7006, Tauranga 3148  
Phone. +64 7 544 6686  
Freephone. 0800 TLC INS (0800 852 467)  
Email. [info@tlcinsurance.co.nz](mailto:info@tlcinsurance.co.nz)  
Website. [360uw.co.nz](http://360uw.co.nz)

# General Information



exclaim

Phone. +64 7 544 6686  
Freephone. 0800 TLC INS (0800 852 467)

## Complaint Handling Process

If **you** are not happy, **we** want to know so that **we** can help.

**Our** goal is to have loyal and happy customers. **We** want **our** customers to be completely satisfied in all dealings with **us**.

TLC is committed to:

- + listening to what **our** customers and brokers tell **us**
- + being accurate and honest in telling customers and brokers about **our** products and services
- + communicating clearly with **our** customers and brokers, and
- + resolving any customer complaints or concerns.

This is part of **our** commitment to the General Insurance Code of Practice.

Customers are encouraged to contact **us** with the following messages:

### By Phone

If **you** have a complaint please preferably phone the number on the back of **your** Policy wording or call **us** on one of the numbers below weekdays 8.30am to 5.00pm. Here **you** can discuss **your** concern with one of **our** team members.

Phone. +64 7 544 6686  
Freephone. 0800 TLC INS (0800 852 467)

### In Writing

Send **us** the full details of **your** complaint, including any support documents and explain what **you** would like **us** to do. Mail to:

PO Box 7006, Tauranga 3148

### In Person

If **you** would like to come in to talk to **us** face to face, please call and **we** will arrange an appointment for a meeting. Phone one of the numbers below for an appointment.

## TLC Complaint Procedure

When first advised of a complaint:

1. the complaint will be handled by a person who has authority to deal with it; and this person will review **your** complaint
2. consider the facts and contact **you** to resolve the complaint as soon as possible, usually within 24 hours.
3. If the matter cannot then be resolved to **your** satisfaction, it will
4. be referred to the relevant Manager, who will contact **you** within 5 working days
5. If **you** are still not satisfied with the outcome, it will be referred to General Management.
6. **You** will receive TLC's final decision in writing within 15 working days from the date **you** first made the complaint.
7. If more information is required or **we** need to assess or investigate **your** complaint, TLC will agree a reasonable alternative timeframe with **you**.

And if the complaint still remains unresolved then **you** can undertake dispute resolution proceedings directly with the office of the Insurance & Financial Services Ombudsman as the selected dispute resolution scheme required under the terms of the *Financial Service Providers (Registration and Dispute Resolution) Act 2008*. Contact details as below;

Post. Insurance & Financial Services  
Ombudsman Scheme (ONE LINE)  
PO Box 10-845  
Wellington 6143  
New Zealand

Email. [info@ifso.nz](mailto:info@ifso.nz)  
Website. [www.ifso.nz](http://www.ifso.nz)

# Definitions

Where stated in the Policy the meaning of the following words shall be as defined below:

**Accident, Accidental, Accidentally** means:

An unforeseen, unintended and unexpected event which occurs suddenly at a specific time and place in New Zealand.

**Agreed Value** means:

The value of the **insured vehicle you** and **we** have agreed at the time of insuring or at any subsequent renewal, subject to the terms and conditions specified in Automatic Extension 2 applicable to Section 1 of this policy.

**Act of terrorism** means:

An act including but not limited to the use of force or violence and/or the threat of that, including the intention to influence any government or to put in fear the public or any section of the public which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons 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).

**Bodily injury** means:

**Bodily injury**, disability, disease, illness, shock, fright, mental anguish and mental injury.

**Damages** means:

Amounts payable in accordance with judgement against **you** and/or settlements negotiated by **us**, including the other party's costs where applicable, and includes interest on any judgement that accrues after entry of the judgement and before **we** have paid, tendered or deposited in court that part of the judgement that does not exceed the appropriate limit of liability, limit of indemnity or sum insured shown in the **schedule**.

**Damages** do not include fines, penalties, **reparation**, or any other form of criminal sanction, nonpecuniary relief, taxes or any payment deemed to be unlawful to insure against.

**Defence costs** means:

All reasonable legal costs and expenses for expert assistance (other than **your** wages, salaries, lost earnings or fees) incurred by **you** or on **your** behalf with **our** consent which will not be unreasonably withheld in defending, investigating, monitoring, settling, or appealing any claim made against **you**.

**Electronic data** means:

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

**Excess** means:

The first amount of any claim that **you** must pay.

Where a single event causes liability, loss or damage to property or items under more than one policy or extension of this policy only one **excess** will apply.

The amount of the **excess** will be the highest **excess** of any **excess** applied by any policy or extensions.

**Illness** means:

**Illness**, sickness, disease or debilitating or degenerative condition that is not an injury.

**Insured** means:

The **insured** named on the **schedule**, the entity named on the **schedule**, or any subsidiary company of either domiciled in New Zealand.

The **insured** also includes any driver authorised by the **insured** named on the **schedule** to drive the **insured vehicle** at the time and place of an **accident** and any other person claiming a benefit under this policy.

**Insured vehicle** means:

Any vehicle shown on the Schedule or acquired and advised in accordance with the additions and deletions extension including all accessories, spare parts and load securing equipment while thereon. Mobile telephones are not regarded as accessories unless permanently fitted to the **insured vehicle**.

**Loss** means:

Sudden physical **loss**, damage or destruction as a result of an **accident**.

**Market value** means:

The reasonable retail value, or value at which the same item can be purchased, of the **insured vehicle** or any other insured property immediately prior to the **loss**.

**Material information** means:

Any information which might influence the decision **we** make as to whether or not to provide insurance or to continue to provide insurance and if so on what terms and at what premium.

**Notify/notified to us** means:

Notify/notified in writing to **us**.

**One claim** means:

All claims or series of claims as a result of or attributable to one source or original cause.

**Period of Insurance** means:

The period shown on the **schedule** commencing on the 'From' date and expiring at 4.00pm on the 'To' date.

**Regulations** means:

Any Act of Parliament or regulations made under or framed in accordance with any Act of parliament or regulation or by-law of any local authority.

**Reparation** means:

An amount ordered by a New Zealand court under section 32 of the *Sentencing Act 2002* or any subsequent amendment to be paid to the victim of an offence.

**Reparation** does not include:

1. Damages, court costs, fines, penalties, any other form of criminal sanction, nonpecuniary relief, taxes, any payment deemed to be unlawful to insure against; or
2. **Your** defence costs in relation to an offence.

**Schedule** means:

The most recently dated **schedule** issued by **us**. This includes any **schedule** that is issued at inception or any Expiry Notice or Endorsement Notice issued to renew or endorse this policy.

**We, Us, Our** means:

TLC Insurance Limited, representing the Insurer named in the policy Schedule

**You, Your** means:

The Insured named on the **schedule**.

# Insurance Contract

In consideration of **you** having paid or promised to pay the required premium **we** agree to indemnify **you** in the manner and to the extent set out in this policy. The insurance contract consists of any statements on which this insurance is based, **your** proposal, the applicable parts of this policy, and the **schedule**.

## The Indemnity

**We** will indemnify **you** for loss or liability as defined by Section 1 and Section 2 as applicable occurring during the **period of insurance**.

### Scope of Cover

As shown on the **schedule** under "Type of cover":

Comprehensive – means all sections of this policy apply.

Third party – means only Section 2 and the uninsured third party protection extension under Section 1 of this policy apply.

Third party fire and theft – means Sections 1 and 2 of this policy apply, however in respect of Section 1 cover is restricted to loss directly caused by fire, lightning, explosion, theft or illegal conversion and loss covered by the uninsured third party protection extension.

### Description of use

Cover only applies while the **insured vehicle** is in New Zealand and is being driven by or is under **your** control or the control of any person using the vehicle with **your** consent, provided they meet all legal requirements to drive the vehicle:

1. in the course of **your** business or occupation stated in the proposal or submission; or
2. for private social or domestic purposes; or
3. in the course of a business or occupation comparable with **your** own stated in the proposal or submission and having been temporarily lent out without charge by **you**.

## Section 1 - Loss to the Insured Vehicle

**We** will indemnify **you** for loss or liability as defined by Section 1 and Section 2 as applicable occurring during the **period of insurance**.

**We** will indemnify **you** for loss to the **insured vehicle** occurring during the **period of insurance**.

**We** will at **our** option repair, replace or make a cash payment in accordance with the basis of settlement where an **insured vehicle** suffers loss. **We** will also pay the

reasonable costs of having the **insured vehicle** removed to the nearest repairer or place of safety following an **accident**.

### Basis of settlement

Unless otherwise specified in Section 1 or in any endorsement or extension the limit of **our** liability is as follows:

#### Market Value

The value of the **insured vehicle** as compared to other vehicles which are the same or similar make, model and type and in like condition to **your** vehicle, subject to the terms and conditions specified in Automatic Extension 2 applicable to Section 1 of this policy.

#### Agreed Value

The value of the **insured vehicle** **you** and **we** have agreed, and as stated on the proposal, at the time of insuring or at any subsequent renewal, subject to the terms and conditions specified in Automatic Extension 2 applicable to Section 1 of this policy.

#### Repairs and parts availability

If **your insured vehicle** needs to be repaired, **we** will pay the lesser of the latest New Zealand price of identical parts or accessories for the vehicle or the cost of making a new part. Where no such list applies the most **we** will pay will be the lesser of the last known list price in New Zealand or the price of the part's closest New Zealand equivalent or the cost of making a new part.

If the repair makes a substantial improvement to the condition or value before the loss of the **insured vehicle** **you** may be required to make a contribution towards the cost of repairs.

#### Leased vehicles

If the **insured vehicle** is leased and **we** agree it is a total or constructive total loss and **we** choose not to replace the vehicle, **we** will pay the reasonable **market value** or the residual value, whichever is the greater amount, up to an amount no more than the **market value** of the **insured vehicle** plus 20%.

The residual value for the purposes of this clause only means the agreed estimated value of the **insured vehicle** or the final book value at the natural expiry date of the lease contract, as set out under the terms of that contract.

No settlement under this clause will include any:

1. penalty for early termination;
2. penalty for any additional distance travelled;
3. unpaid obligations or outstandings;
4. penalty resulting from lack of or poor servicing or maintenance;



5. balloon payment or residual value payment.

#### Excess

You must contribute the **excess** shown on the **schedule** as the first amount of any claim.

If the **insured vehicle** is being used or driven by anyone under 25 years of age the under-age **excess** shown on the **schedule** applies in addition to any other **excess**.

## Section 2 - Liability to third parties

We will indemnify **you** against legal liability for **damages** and **defence costs** resulting from an **accident**, that occurs during the **period of insurance**, caused by or in connection with any **insured vehicle**, including while it is being loaded or unloaded, in respect of:

1. Death of or **bodily injury** to any person;
2. Loss of or damage to physical property;
3. Loss of or damage to personal baggage and wearing apparel of any passenger.

The limit of **our** liability is the amount shown on the **schedule** for Liability to Third Parties (inclusive of **defence costs** and expenses) in respect of any **one claim** or claims arising directly or indirectly from any one loss.

If the indemnity provided under this section is insufficient to indemnify both **you** and any other person entitled to cover under this policy, it will apply in priority to **you**.

## Exclusions

### Applicable to Section 1

Refer also to the general exclusions of this policy.

There is no cover under Section 1 for:

#### 1. Breakdown

Any inability to operate, breakage, breakdown or failure of the engine, transmission, mechanical, electrical, alarm or electronic systems or any Loss that their failure may cause to the rest of these systems unless the **loss** is caused by collision or impact damage, earthquake, fire, flood, lightning, a malicious act, overturning of **your** vehicle, theft or illegal conversion, or volcanic eruption.

#### 2. Damage to tyres

Damage to tyres damage to tyres by application of brakes or by punctures, cuts or bursts.

#### 3. Defect in design

Defect in design loss arising from failure of, or defect or fault

in, the design, specifications or materials incorporated into the **insured vehicle**.

### 4. Deliberate damage by You

Deliberate damage by You if the **insured vehicle** is deliberately damaged by any person with a financial or ownership interest in the **insured vehicle** or in **your** business.

### 5. Entanglement

Loss to any **insured vehicle** that is an agricultural implement or machine arising from ingestion or entry of any foreign body or object into that **insured vehicle**.

### 6. Other Costs and damage

1. **loss** of use;
2. depreciation;
3. wear and tear, corrosion, gradual deterioration; rust, rot, mould;
4. existing defects or damage;
5. damage caused by action of light.

### 7. Theft by purchaser

Loss arising from theft or illegal conversion by a purported or prospective purchaser or non-return by a hirer or borrower.

### Applicable to Section 2

There is no cover under Section 2 for liability:

#### 8. Bringing of a load

In connection with the bringing of a load to the **insured vehicle** or taking away the load from it.

#### 9. Death of a driver

In respect of the death or injury to any person who, at the time of the loss, was in charge of the **insured vehicle**.

#### 10. Exemplary damages

In respect of any punitive or exemplary **damages**.

#### 11. Fine and penalties

In respect of any fine, penalty or order for reparation.

#### 12. Not being used as a vehicle

Directly or indirectly caused while any **insured vehicle** or any component on the **insured vehicle** is being used or operated as a tool of trade or item of mechanically propelled plant or item of machinery and not being used or operated solely as a vehicle.

### 13. Property in care, custody or control

In connection with property that belongs to **you** or is in **your** care, custody or control.

### 14. Weight

In respect of any property (including any road) arising from vibration caused by the **insured vehicle**, or the weight of the **insured vehicle** including the weight of the load carried by the **insured vehicle**.

### Applicable to Section 1 and Section 2

There is no cover under either Section 1 or Section 2 (except that exclusions 15, 17, 18, 19, 21 and 22 below will not apply when the **insured vehicle** has been stolen or illegally converted):

### 15. Accident Insurance Act

For any costs that are recoverable (including by the victim of an offence) under the provisions of the *Accident Compensation Act 2001* (or any replacement Act) and any subsequent amendments, or would be recoverable 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, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or
2. the decision of any authority including the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part for any reason whatsoever.

### 16. Breath test refusal

If the **insured vehicle** is being used or driven by any person who following the Loss fails to stop or leaves the scene of the Loss when it is an offence to do so, or refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so.

### 17. Driving hours

If the **insured vehicle** is being driven in breach of the legal requirements relating to driving hours.

### 18. Excluded persons

If the **insured vehicle** is being used or driven by any person who:

1. does not have a licence that is in full force and effect to drive the **insured vehicle** at the time and place of the **loss**; or
2. Is not complying with the conditions of their licence; or

3. Is excluded from this policy cover.

### 19. Intentional or reckless acts

For loss or liability arising from any intentional or reckless act or omission.

### 20. Intoxicating liquor or drug

If the **insured vehicle** is being used or driven by any person who at the time of the loss giving rise to a claim under this policy is under the influence of intoxicating liquor or a drug or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law.

It will be assumed that the proportion of alcohol in the blood or breath at the time of the loss was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the loss.

### 21. Liability by agreement

For any liability that attaches by virtue of an agreement unless such liability would have attached in the absence of such agreement.

### 22. Non-allowable use

If the **insured vehicle** is being used or driven:

1. other than in accordance with the description of use; or
2. for hire or carrying of fare-paying passengers; or
3. for motor sport events, demonstrations, hill climbs, pace-making, racing, tests, trials, or any similar or like activities whether organised or not; or
4. being tested in preparation for any of the purposes in c) above; or
5. outside New Zealand.

### 23. Overloaded vehicle

If the **insured vehicle** is loaded or has been loaded in **excess** of the manufacturer's recommended specifications or loaded or operated contrary to regulations or statute.

### 24. Unsafe vehicle

If the **insured vehicle** is in an unsafe or damaged condition, unless **you**:

1. can prove that such condition did not cause or contribute to the Loss; or
2. can prove that **you** and the driver were unaware of such condition; and
3. had taken all reasonable steps to maintain the **insured vehicle** in a safe condition.

## Automatic extensions

These automatic extensions form part of this policy and are subject to all its provisions (unless otherwise stated). If there is any conflict or inconsistency between the extension and other parts of the policy, only the extension will apply. If there is any conflict or inconsistency between the extensions, only the more particular extension will apply.

### Applicable to Section 1

#### 1. Additions and deletions

All vehicles **you** acquire during the **period of insurance** will be covered by this policy from the date of acquisition and all vehicles disposed of during the **period of insurance** will be treated as deleted from the date of disposal provided that **we** are advised of all acquisitions at the end of the **period of insurance**, and an additional premium is paid.

The sum insured for acquired vehicles is the purchase price of that vehicle, subject to a maximum of the amount shown on the **schedule**, unless advised to **us** at the time of acquisition.

#### 2. Agreed Value

The maximum amount **we** will pay under this Policy will be the **agreed value** shown on the **schedule** unless it is determined to be more than 20% above the **market value** in which case **we** will only pay the lesser of:

1. the **agreed value** stated on the **schedule**; OR
2. **market value** plus 20%.

For the purpose of this extension:

1. the Agreed Value shall be the amount declared to **us** by the Insured on the required proposal or any subsequent schedule for renewal.
2. the **market value** shall be determined by obtaining valuations from:
  - a. any approved Valuer who is able to substantiate any valuation provided with examples of vehicles which are the same or similar make, model and type and in like condition to **your** vehicle that:
  - b. have sold within a 3 month period prior to the loss; and/or
  - c. are for sale on the current market.
3. **We** deem an 'approved Valuer' to be a company or person who has reasonable experience and industry knowledge within the New Zealand market.

#### 3. Claims preparation costs

**We** will cover **you** for any costs, up to the limit shown on the **schedule**, **you** reasonably incur for the purpose of preparing and proving any claim under this policy provided:

1. a claim is admissible under this policy; and
2. the total costs incurred are more than \$100.

#### 4. Disability modifications

Where the regular driver has been permanently disabled as a direct result of injuries sustained in a loss for which there is a valid claim under this policy **we** will pay the necessary and reasonable costs of modifying the **insured vehicle** to allow for the regular driver's permanent disablement to the extent that these costs are not recoverable under the provisions of the *Accident Compensation Act 2001* (or any replacement Act) and any subsequent amendments or from any other insurance or from any other source.

**Our** liability is limited for any one loss to the amount shown on the **schedule**.

#### 5. Emergency accommodation and travel

**We** will cover **you** for necessary emergency travel or accommodation costs when there has been a loss covered by this policy, and the vehicle cannot be made roadworthy, or **you** and any passengers are unable to drive or are unfit to drive, as a result of the loss. **We** will pay:

1. the reasonable costs of transporting **you** and other occupants of the **Insured vehicle** to their home or place of work;
2. reasonable temporary overnight accommodation for **you** and for **your** passengers.

**Our** liability for all costs arising out of any one loss is limited to the amount shown on the **schedule**.

#### 6. Employees' vehicle/accessories

**We** will cover:

1. Employees' vehicles as if they were an **insured vehicle** while being used on **your** business when such use invalidates the employee's own vehicle insurance or where such vehicle is uninsured.

**Our** liability will not exceed for any one vehicle the amount shown on the **schedule**.

2. Employees' personal effects, motor vehicle accessories and spare parts normally carried on or used in connection with any such vehicles.

**Our** liability will not exceed for any one vehicle the amount shown on the **schedule**.

Provided that:

- a. this extension will not apply to any vehicle that is used for the purpose of carriage of passengers for hire, fare or reward;
- b. any other indemnity or insurance available to **you** or to any of **your** employees or to the owner of any vehicle or to any other person will be exhausted before indemnity under this extension will apply.

The standard **excess** shown on the **schedule** applies to claims under this extension.

## 7. Funeral costs

**We** will cover **you** and any driver authorised to drive by **you** for funeral costs in **excess** of any costs recoverable under the *Accident Compensation Act 2001* (or any replacement Act) and any subsequent amendments, or from any other insurance, following the death of **you** or an authorised driver as a direct result of a loss to the **insured vehicle** for which a claim is payable under Section 1 or Section 2 of this policy.

The limit of **our** liability under this extension is limited for all costs in respect of all funerals in respect of any one loss to the amount shown on the **schedule**.

## 8. Goods in transit

**We** will cover **you** against damage to **your** property while being carried in or on any **insured vehicle** directly caused by fire, collision, overturning or impact of the vehicle.

**Our** liability is limited to the amount shown on the **schedule**.

The standard **excess** shown on the **schedule** applies to claims under this extension.

## 9. Hazardous substances emergency

**We** will cover **you** for any charge the New Zealand Fire Service is authorised to make against **you** in respect of any hazardous substance emergency as defined in the *Fire Service Act 1975* (or any replacement Act) and any subsequent amendments where the **accidental** release of any hazardous substance has been caused by an **insured vehicle**.

**Our** liability is limited in respect of any one loss to the amount shown on the **schedule**.

This extension does not cover any fine, penalty or order for **reparation**.

## 10. Hire of a vehicle following the theft of your vehicle

**We** will cover **you** for the additional, necessary and reasonable costs, up to the amount shown on the **schedule**,

of hiring or borrowing a replacement vehicle if **your insured vehicle** has been stolen and not recovered.

**Our** payment will cover costs incurred after **you** have notified **us** of the theft until the day after **your** vehicle is recovered or the day after **we** offer settlement to **you**, whichever day occurs first. If **you** hire or borrow a vehicle which is not similar to the **insured vehicle** stolen, **we** may adjust settlement of the amount otherwise payable under this extension.

## 11. Hoists

**We** will cover **you** for mechanical breakdown or failure of hoists which is not due to wear and tear.

**Our** liability is limited in respect of any loss to the amount shown on the **schedule**.

The standard **excess** shown in the **schedule** applies to claims under this extension.

## 12. Invalidation

**We** will cover **You** under Section 1 when the **insured vehicle** is being used in a manner to which an exclusion would exclude indemnity, providing:

1. the use was without **your** knowledge or consent;
2. **You** have not waived any right of recovery against the driver or person responsible for the loss; and
3. **You** co-operate fully in any subrogated recovery action.

The maximum amount payable under Section 1 of this policy is limited to the amount shown on the **schedule**.

This extension also covers **your** liability under Section 2, but not the liability of the driver or person responsible for the loss, and not **your** liability for punitive or exemplary **damages**.

For the purpose of this extension only, '**you**' means the name shown on the **schedule**. If **you** are a legal entity other than a person, then any person who has an interest in the legal ownership of the insured entity, will be deemed to have been using the **insured vehicle** with **your** knowledge or consent.

## 13. Locks and keys

**We** will cover **you** for the necessary costs of replacing the key mechanism, locks and keys if the keys:

1. are believed on reasonable grounds to have been duplicated; or
2. have been subject to a loss.

The maximum amount payable under this extension is limited to the amount shown on the **schedule**.

#### 14. New replacement vehicle

If as a result of a loss for which there is a valid claim under this policy an **insured vehicle** becomes a total loss within 12 months of the original (first) registration or purchase date when new **we** will (subject to local availability) replace the **insured vehicle** with a new vehicle of similar kind, make and model together with similar accessories, tools and spare parts.

This extension applies only to cars, station wagons, vans and utility vehicles.

#### 15. Rental vehicles

If **You** do not accept the vehicle owner's offer of insurance, **we** will cover a hired vehicle as if it is an **insured vehicle** for **your** liability:

1. to the owner of the vehicle against:
  - a. Loss under Section 1 of this policy, subject to a limit of **our** liability for any one vehicle to the amount shown on the **schedule**;
  - b. consequential losses caused by loss for which a claim is payable under 1. a) above, subject to a limit of **our** liability for any **one claim** of the amount shown on the **schedule**.

#### 16. Road clearing / load recovery costs

**We** will cover **you** for the reasonable costs incurred in:

1. cleaning up and clearing away any debris and spillage resulting from the loss;
2. recovering and reloading any load lost or fallen from an **insured vehicle** as a result of the loss; and
3. transferring the load carried on, lost or fallen from an **insured vehicle** to another vehicle and removing it to the nearest place of safety if this is necessary as a result of the loss.

**Our** liability is limited in respect of any one loss to the amount shown on the **schedule**.

This extension does not cover any fine, penalty or order for **reparation**.

#### 17. Salvage costs

**We** will cover **you** for reasonable costs incurred as a result of a loss in salvaging or recovering the **insured vehicle**, including the costs of ensuring its safety and delivery to a place of repair or inspection.

**We** will also cover the reasonable costs of storage of the **insured vehicle** after a claim for loss has been lodged and which has been accepted by **us**.

#### 18. Signwriting

**We** will cover **you** in respect of a loss for the reasonable costs of replacing signwriting or artwork on **your insured vehicle** up to the amount shown on the **schedule**.

#### 19. Stolen or damaged trailers

If **you** own, hire or borrow a trailer for **your** own use and it is stolen or **accidentally** lost or damaged and it is not otherwise insured **we** will at **our** option either pay:

1. **You** the depreciated value of the trailer; or
2. to repair the trailer.

**We** will not pay for any proportion of repairs that will put the trailer in a better condition than it was before the loss.

**Our** liability for any one loss is limited to the amount shown on the **schedule**.

#### 20. Subrogation waiver for group companies

Where **you** are a parent company controlling more than fifty percent of the share capital of a subsidiary company or a subsidiary company in a group of companies related to each other by ownership this policy will not be invalidated by **you** waiving or having waived any rights of recovery **we** may otherwise have against any other company in the same group of companies in respect of a loss covered by this policy.

#### 21. Substitute vehicle

**We** will cover a substitute vehicle being used following loss to **your insured vehicle** where **you** have a liability to insure the substitute vehicle.

The cover under this extension ceases when **your insured vehicle** is repaired or when **we** make a final offer of settlement to **you**.

#### 22. Tarpaulins, sheets, ropes, twitches or chains

**We** will cover loss of tarpaulins, sheets, ropes, twitches or chains while in or on the **insured vehicle**.

**Our** liability in respect of any one loss will not exceed the amount shown on the **schedule**.

#### 23. Temporary repairs

If **You** need to have temporary repairs done to **your insured vehicle** following a loss covered by this policy, so that **You** can get **your insured vehicle** to **your** destination or a repairer, **we** will pay the reasonable cost of essential repairs to make **your** vehicle roadworthy again.

## 24. Tyres and Tracks

We will cover **you** in respect of any loss to any tractor or implement tyres or tracks (excluding inner tubes) fitted to the **insured vehicle** while the vehicle is in actual use and arising out of such use provided that:

1. We will not pay for normal wear and tear;
2. the vehicle is not primarily used or operated on public roads;
3. there is no cover for the amount of any **excess** shown on the **schedule**.

Our liability is limited per tyre or track to the amount shown on the **schedule**.

## 25. Uninsured third party protection

The no claim bonus will not be affected nor any **excess** applied in respect of a loss caused by an at fault third party provided that:

1. the identity of the third party who caused the damage is established;
2. no valid third party motor insurance policy was in force in respect of the third party vehicle at the time of the loss;
3. **you** were not in any way at fault in the loss; and
4. **you** are unable to make a recovery from the third party.

## 26. Vehicle accessories and parts

We will cover vehicle accessories or spare parts that are not fitted to the vehicle and are stored where **you** live up to the amount shown on the **schedule** for any one loss.

The **excess** applying to the **insured vehicle** applies to claims under this extension.

## 27. Windscreen

We will cover the cost of replacing broken windscreens, sunroofs or windows (or any scratching or damage to body work resulting solely and directly from such breakage).

The **excess** will not apply and the no claim bonus in respect of the **insured vehicle** will not be affected.

## Automatic extensions

These automatic extensions form part of this policy and are subject to all its provisions (unless otherwise stated).

If there is any conflict or inconsistency between the extension and other parts of the policy, only the extension will apply.

If there is any conflict or inconsistency between the extensions, only the more particular extension will apply.

## Applicable to Section 2

### 28. Accidents when using another vehicle

We will cover **you** under the terms of Section 2 for **your** legal liability if **you** were not otherwise insured arising from **accidents** while **you** were using another person's vehicle.

This extension does not cover **your** liability for **accidental** loss or damage to the vehicle being used by **you**.

### 29. Defence costs

We will cover the reasonable costs of **your** legal representation if:

1. **you** are charged with careless driving causing death;
2. **you** are legally represented at any inquiry or coroner's inquest in connection with such death; and
3. such death arises from loss for which a claim is otherwise payable under this policy.

Our liability is limited in respect of any one loss to the amount shown on the **schedule**.

### 30. Exemplary damages

We will cover **you** against legal liability for punitive or exemplary **damages** awarded by any New Zealand court in respect of **bodily injury** provided:

1. this extension will not provide cover if the claim is otherwise accepted by application of the invalidation extension;
2. the limit of liability inclusive of all costs and expenses in respect of any **one claim** or claims arising from any one loss and in the aggregate any **one period of insurance** is limited to the amount shown on the **schedule**; and
3. cover will not apply for claims arising directly or indirectly from wilful or malicious conduct.

Exclusion 9. does not apply to this extension.

### 31. Marine liability

We will cover **you** for General Average and Salvage charges adjusted according to the contract of affreightment and governing law and practice for which **you** have a legal liability when **your insured vehicle** is transported by sea or air between places in New Zealand.

### 32. Movement of other vehicles

We will cover **your** liability for loss arising out of the movement by **you** of any vehicle that:

1. is parked in a position that prevents or impedes the loading or unloading of the **insured vehicle**;
- or

- prevents or impedes the legitimate passage of the **insured vehicle**.

For the purpose of this extension, exclusion 12 of Section 2 relating to loss to property in the custody or control of any person claiming indemnity will not apply to the vehicle being moved.

The exclusions in this policy will apply to the vehicle being moved as if it was an **insured vehicle**.

### 33. Principals indemnity

We will cover the principal of any construction or works project but only in respect of their legal liability for **damages** and **defence costs** resulting from an **accident** caused by or in connection with **your insured vehicle** being used or operated in connection with the construction or works.

### 34. Rental vehicles

If **you** do not accept the vehicle owner's offer of insurance, **we** will cover a hired vehicle as if it is an **insured vehicle** for **your** liability to third parties as provided for under section 2 of this policy.

### 35. Reparation

Notwithstanding exclusion 11, **we** will cover **you** against legal liability to pay an award of **reparation** in respect of death, **bodily injury**, or loss or Damage to physical property happening during the **period of insurance** as a result of an **accident** caused by or in connection with any **insured vehicle**, including while it is being loaded or unloaded.

Amounts payable under this extension are included in, and not additional to, the limits of **our** liability shown on the **schedule** for liability to third parties for death or **bodily injury**, or loss or Damage to physical property, in respect of any **one claim** or claims arising directly or indirectly from any one loss.

**Our** liability for Sentencing Act **reparation** claims is limited to the limit of indemnity shown on the **schedule** or \$10,000,000, whichever is the lesser.

Cover for **defence costs** does not apply to a claim under this extension. **We** will not pay **defence costs** in relation to an offence or where **your** liability is to pay **reparation**.

This extension does not cover **reparation** arising from prosecution of an offence under the Health and Safety in *Employment Act 2015* (or any replacement Act) and any subsequent amendments.

### 36. Towing disabled vehicles

**We** will cover liability while the **insured vehicle** tows a disabled vehicle provided that such disabled vehicle is not towed for reward or financial gain.

### 37. Vicarious liability

**We** will cover **you**:

- while any vehicle not belonging to **you** and not provided by **you** is being used in connection with **your** business by any person in **your** employment; or
- while any vehicle hired-in by **you** is being used in connection with **your** business by any hired-in driver.

**We** will not be liable:

- for **loss** to that vehicle or to property being conveyed by it; or
- if there is any other existing insurance covering the same liability.

### 38. Weight damage

**We** will cover liability for damage caused by the weight of the **insured vehicle** including the weight of the load carried by the **insured vehicle**.

For the purpose of this extension, exclusion 14 of Section 2 relating to weight will not apply.

**Our** liability is limited for any one loss to the amount shown on the **schedule**.

An **excess** of the amount shown on the **schedule** applies to claims under this extension.

## Optional extensions

Each of the following extensions will have no effect unless there is a statement on the **schedule** that the particular extension will apply. They are subject to all the provisions of this policy (unless otherwise stated). If there is any conflict or inconsistency between the optional extension and other parts of this policy only the optional extension will apply. If there is any conflict or inconsistency between extensions, only the more particular extension will apply.

### Loss of use

If a loss prevents **you** from using the **insured vehicle** **we** will cover the reasonable cost of hiring a substitute vehicle provided:

- you** have suffered a loss for which the claim is payable under Section 1;
- compensation for the substitute vehicle will begin when the **insured vehicle** is delivered to the repairer to start the repair or from the date of the loss if the **insured vehicle** is totally disabled or lost at that date;
- the substitute vehicle is of similar specification to the **insured vehicle**; and

4. no compensation will be paid if **you** have a free replacement or surplus vehicle available.

**Our** liability is subject to the special limits shown on the **schedule** for:

1. the **excess**, being the number of days after cover under this extension begins that **You** are not covered for;
2. the specified daily limit;
3. the maximum number of days that the compensation will be paid for; and
4. the limit for any **one claim**.

### Third party cover

When shown on the **schedule** in respect of a particular motor vehicle that third party only wording applies:

1. Section 1 is limited to Loss to the **insured vehicle** as a result of an Accident caused by an uninsured third party. Cover will only apply if **we** are satisfied that:
  - a. the driver of the **insured vehicle** was completely free of blame;
  - b. the identity of the third party who caused the damage is established; and
  - c. the third party had no valid insurance.

**Our** liability is limited to the **market value** of the **insured vehicle** or \$5,000 whichever is the less.

2. Section 2 applies and the excesses, including under age, shown on the Schedule apply to Section 2.

### Third party fire and theft cover

When shown on the **schedule** in respect of a particular motor vehicle that third party fire and theft wording applies:

1. Section 1 is limited to **loss** to the **insured vehicle**:
  - a. by fire, lightning, explosion, theft or illegal conversion; or
  - b. as a result of an **accident** caused by an uninsured third party.

Cover for 1. b) will only apply if **we** are satisfied that:

- I. the driver of the **insured vehicle** was completely free of blame;
- II. the identity of the third party who caused the damage is established; and
- III. the third party had no valid insurance.

**Our** liability is limited:

1. a. to the lesser of the **market value** of the **insured vehicle** or the sum insured;
- b. to the lesser of the **market value** of the

**insured vehicle** or \$5,000.

2. Section 2 applies and the **excesses**, including under age, shown on the Schedule apply to Section 2.

### Burning cost premium adjustment

The premium payable will be adjusted at the end of each **period of insurance** on the basis of losses incurred during the **period of insurance**, being the total amount of claims paid net of actual and estimated recoveries plus reasonable estimates of outstanding claim amounts yet to be paid including all fees.

#### 1. Deposit premium

At the beginning of each **period of insurance** **you** will provide **us** with a list of all vehicles to be insured and their current values. A deposit premium will be calculated on these values. This deposit may be increased or reduced during the **period of insurance** by operation of the additions and deletions extension.

#### 2. Adjustment premium

At the end of each **period of insurance** the deposit premium will be adjusted by dividing the losses incurred by xx%.

If the adjusted premium is more than the deposit premium including any additions and deletions, **you** will pay **us** the difference up to a maximum amount of yy% of the deposit premium.

If the adjusted premium is less than the deposit premium, **we** will refund the difference to **you** up to a maximum refund of zz% of the deposit premium.

xx = Deposit % (as shown on the **schedule**)

yy = Max % (as shown on the **schedule**)

zz = Min % (as shown on the **schedule**)

### Profit commission

Subject to the policy being renewed for a further 12 month period with **us**, a profit commission will be deducted from the following renewal premium on the basis of:

1. at the end of a 12-month **period of insurance** the premium will be totalled together with claims settled and appraised outstanding claims and the loss ratio calculated by comparing the net premiums (i.e. gross premiums charged less return premiums, and less commissions if applicable) to the total claims paid and outstanding;
2. profit commission will be calculated on the difference between claims paid and outstanding and net premiums received on the following basis:
  - a. if the loss ratio is 40% or less = 20% profit commission



- b. if the loss ratio is between 41% and 50% = 15% profit commission
- c. if the loss ratio is between 51% and 60% = 10% profit commission
- d. if the loss ratio is over 60% = nil

## General conditions

These general conditions apply to this policy.

### 1. Breach of condition

If **you** or any insured under this policy breaches any condition in this policy, all benefits under this policy will be forfeited. Nothing in this policy affects **our** common law rights, including **our** right to avoid the policy for nondisclosure.

### 2. Cancellation by Us

**We** may cancel this policy at any time by sending a letter, facsimile or e-mail to **you** at **your** last postal address, facsimile number or e-mail address on **our** records. The cancellation will take effect at 4pm on the 30th day after the letter facsimile or e-mail has been sent. In the event of such cancellation **we** will refund to **you** a pro rata proportion of the premium (subject to any adjustment required by the terms of this policy).

### 3. Cancellation by You

**You** may cancel this policy at any time, and with immediate effect, by written notice delivered to **us** or by facsimile transmission or e-mail. In the event of such cancellation, **we** will be entitled to a pro rata proportion of the premium (subject to any adjustment required by the terms of this policy) for the time during which the policy has been in force.

### 4. Care of motor vehicle

**You** must take all reasonable steps to prevent loss and maintain the **insured vehicle** in good repair. **We** will always have the right to examine the **insured vehicle**.

### 5. Fraudulent Claim Clause

If **You** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, then:

1. **We** shall be entitled to decline that claim in its entirety, regardless of any aspect of that claim not relating to the false or fraudulent activity or device and recover any payments already made;
2. **We** shall also be entitled to cancel this Policy, in which case **we** will refund to **you** any pro-rated share of the premium for the period from the date of cancellation to the end of the Policy period;

3. Regardless of General Condition 1 and 2, cancellation under b) above shall be:
  - a. Effective if communicated by letter, fax or email, to **you** or **your** broker or agent to **your**, or their, last known address; and
  - b. Effective from the date of loss, claim, notification to **us**, or first fraudulent activity or device, whichever is the earlier.

### 6. Goods and services tax

Provided that goods and services tax (GST) is recoverable by **us**, the sum or sums insured by this policy are exclusive of GST to the extent that, in the event of a claim, **we** will pay a maximum of the sum insured plus additional GST to a maximum of the current rate of GST applied to that sum insured.

### 7. Governing law

This policy will be governed in accordance with the laws of New Zealand. Any disputes arising out of or under this policy will be submitted to the exclusive jurisdiction of the courts of New Zealand.

### 8. Headings

Where headings or margin references are used in this policy they are purely descriptive in nature and are not to be used for interpretative purposes.

### 9. Installment premiums

Where **we** have agreed to accept payment of premium by instalments:

1. in the event of a claim being made against the policy **we** reserve the right to require immediate payment of the balance of any annual premium; and
2. all benefits under this policy will be forfeited from the date the first unpaid instalment was due and **your** policy automatically cancelled if any premium instalment remains unpaid for 28 days.

Where any instalment is overdue but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due until the date **we** receive all the overdue premiums.

### 10. Joint insurance

If there is more than one insured named on the **schedule** this policy insures the insureds jointly. This means that if one of **you** does or fails to do anything so that there is no cover there will be no cover for any of **you**, not just the person or entity responsible.

## 11. Modifications

**You** must tell **us** of any modifications that have been made to the manufacturer's standard specifications for the **insured vehicle**.

## 12. Observance of terms and conditions

The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you**, and the correctness of any statements made to **us** (whether made by **you** or not), are conditions precedent to any liability **we** may have to provide any indemnity under this policy.

## 13. Other insurance

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

## 14. Other interested parties

If the **insured vehicle** is financially encumbered and the interested party is named on the **schedule**, the proceeds of any valid claim will be payable to each such interested party in the order of their legal priorities and their receipt will be sufficient discharge, provided **our** total liability will be limited to such amount as would have been payable to **you** in the absence of this condition.

Any interested party is not an insured under the policy and has no right to claim under the policy.

## 15. Sanctions

The Insurer will not be liable to pay any claim or provide any cover or benefit to the extent that the provision of cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition, or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of New Zealand, Australia, the European Union, United Kingdom or the United States of America.

## 16. Sums insured

It is a condition of this policy that **you** will declare as the sum insured shown on the **schedule**, the current **market value** of each **insured vehicle**. Values such as book value, depreciated cost, written down value and residual value will not be sufficient to comply with this condition.

## 17. Terms, exclusions and conditions

"The Indemnity" in this policy is subject to all the terms, exclusions and conditions of that section and all the general obligations, general conditions and general exclusions of this policy.

## General exclusions

These are the general exclusions that apply to all sections of this policy. In addition, there are also specific exclusions set out elsewhere.

There is no cover under this policy for any claim, loss, damage, liability, death, disablement, injury, **illness**, or any other form of cover otherwise available under this policy resulting from or directly or indirectly caused by or arising in connection with:

### 1. Confiscation

Confiscation, requisition, destruction of, or damage to property by order of any Government or Local Authority unless it is to prevent or control.

### 2. Electronic Data Exclusion

This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**Electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

#### Listed Perils

- + Fire
- + Explosion

#### Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should **electronic data** processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such **electronic data** to the Assured or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

#### Cyber Attack Exclusion

This Policy does not insure against any **loss** or liability or costs directly or indirectly caused by, arising from or in any way connected with the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

### 3. Radioactivity

Nuclear weapons material, ionising radiations or contamination from any nuclear fuel or from any nuclear waste which results from the combustion (including self-sustaining process of nuclear fission) of nuclear fuel.

### 4. Terrorism

Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such Loss, damage, liability, death, injury, **illness**, disablement, cost or expense or action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

### 5. Unlawful to insure

Any act, event or occurrence deemed to be unlawful to insure against.

### 6. War

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, civil commotion assuming the proportions of or amounting to a popular rising, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power.

### 7. Communicable Disease Exclusion

Notwithstanding any clause to the contrary, this Policy does not cover any Loss, damage, Liability or expense arising directly or indirectly from, or in any way connected with, the actual or suspected presence or threat of any virus, organism or like substance that is capable of inducing disease, **illness**, physical distress or death to any humans, animals or plants, whether infectious or otherwise, including but not limited to any epidemic, pandemic, influenza, or any outbreak of a virus or

disease affecting humans, animals or plants, or any derivative or mutation thereof. This includes, but is not limited to, the human coronavirus, SARS-CoV-2, which causes the disease COVID-19.

## General obligations

These are the general obligations that apply to this policy. There are also specific obligations and conditions set out elsewhere. **You** must comply with all the obligations and conditions of this policy. If **you** do not, in some instances **your** claim will not be paid.

Some parts of this policy may cover other people or companies or entities as well as **you**. To gain the benefit of any cover under this policy they must meet all the same conditions and obligations **you** are required to meet.

#### To disclose material information

**You** must advise **us** of all material information before inception of the policy and before each renewal or variation of the policy. Failure to do so entitles **us** to avoid the policy.

#### If circumstances change

1. **You** must notify **us** immediately of any change in circumstances that has happened after the start of this policy or that **you** know is going to happen and which may increase:
  - a. the amount of the risk; or
  - b. the risk of Loss, damage, liability; or
  - c. the risk of insuring **you**.
2. If **you** do notify **us** of a change, **we** may alter the premium and/or the terms of this contract.
3. If **you** do not comply with this obligation any Loss, damage or liability that happens after the date of the change in circumstance may not then be insured and **we** may not continue to insure **you**.

#### To provide accurate information

**You** must make sure all statements made to **us** are in every respect correct and complete.

#### To avoid loss, damage or liability

If **you** are insured with **us**, then **you** must take all reasonable care at all times to:

1. make sure all property covered by this insurance is kept safe and protected from possible Loss or damage;
2. avoid any Loss, damage or injury for which **you** could be held legally liable.

**You** must not intentionally or recklessly cause Loss or damage to any property covered by this policy or for which **you** could be held legally liable.

**You** must not allow anyone else to cause Loss, or damage, or do anything for which **you** could be held legally liable.

**You** must comply with all legal requirements imposed by any government or public authority for the safety of people or property.

**You** must comply at **your** expense with all reasonable recommendations **we** give **you** to prevent Loss or damage to **your** property **you** have insured or to prevent Loss or damage for which **you** could be held legally liable.

### What you need to know about making a claim

**You** must:

1. obtain **our** approval before proceeding with repairs;
2. make the **insured vehicle** available for inspection by **us**;
3. be responsible for the payment of the **excess** to the repairer;
4. not incur any expense or negotiate, pay, settle, repudiate or admit responsibility for any Loss, damage or liability without **our** written consent.
5. notify **us** immediately if **you** or any other person entitled to cover under this policy for **reparation** is charged with any offence in connection with the use of the **insured vehicle** or any other vehicle which has resulted in Loss or damage to physical property or death or **bodily injury** to another person; and
6. not make any offer of **reparation** (including as part of any case management conference or sentencing hearing), without **our** written approval.

**We** will be entitled at **our** expense and in **your** name to take any proceedings necessary to obtain relief from any other party, and to take over and conduct the defence and settlement of any claim against **you** or anyone else **we** insure under this policy for **damages**. **You** must provide all reasonable assistance and co-operation.

If any person is ordered to make **reparation** to **you** or anyone else **we** insure under this policy for Loss or damage to any property for which **we** have paid a claim 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.

If the **insured vehicle** is mortgaged or secured by any other financial agreement, **we** may make payment for any Loss direct to the interested party. This will meet **our** obligations under this policy.

If **we** make any payment in respect of the total loss (or constructive total loss) of any **insured vehicle**, the cover granted by this policy on such **insured vehicle** ceases entirely from the date of such **loss** and no premium will be refundable for the unexpired **period of insurance** in respect of that **insured vehicle**. The **insured vehicle** then becomes **our** property.

If a claim is made for total loss following theft of the **insured vehicle**, **we** may consider allowing time for the stolen vehicle to be recovered and elect not to consider settling **your** claim until the expiry of a period of 30 days from the date of reporting the **loss to us**.

If **you** wish to make a claim on this policy

**You** must:

1. give **us** free access to examine and assess any **loss**, damage or liability;
2. provide any other information or assistance **we** reasonably request in relation to **your** claim;
3. forward any letter of demand or court documents to **us** immediately;
4. if **we** request it, provide a statutory declaration to verify the Loss, damage or liability;
5. if **we** request it, attend interviews with any person **we** nominate; and
6. if **we** request it, fully complete **our** claim form as soon as practical.

After **you** have made a claim

After **you** have made a claim on this policy **we** have the sole right to act in **your** name and on **your** behalf to negotiate, defend or settle any action against **you**. If **we** do this, it will be at **our** expense, except in relation to any **excess** that applies.

After **your** claim is accepted

After **we** have paid a claim or accepted liability for a claim on this policy either in whole or in part **we** have the right to take over in full any legal right of recovery or indemnity that **you** have. If **we** do this, **we** may exercise these rights for **our** own benefit at **our** own expense and **you** must co-operate with **us** in all respects to allow **us** to do anything reasonably necessary to enforce that right. If **you** do not co-operate with **us**, **you** must repay any amounts **we** have paid to **you** or any other party in respect of **your** claim.

**You** must not voluntarily and knowingly release any third party from liability arising from Loss or damage insured by this policy unless first declared to and accepted by **us**.

If any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must:

1. tell **us** immediately; and
2. if **we** request, hand the property over to **us**.

**We** have the right to keep any property, including any proceeds from its sale, for which **we** have paid a claim under this policy subject to adjustment if **you** have not been fully indemnified for **your** Loss.

If any person is ordered to make or otherwise makes **reparation** to **you** for Loss or damage to any property for which **we** have paid a claim under this policy, **you** must reimburse **us** for

that payment as soon as any **reparation** is made, subject to adjustment if **you** have not been fully indemnified.

If **you** don't agree with **our** claim decision

If **you** do not agree with **our** decision on **your** claim then **you** should ring **your** adviser, **your** agent, **your** broker or **our** Head Office as per the contact details shown below.

PO Box 7006, Tauranga 3148  
Phone. +64 7 544 6686  
Freephone. 0800 TLC INS (0800 852 467)  
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