

DUAL Motor Insurance

Niche Motor Vehicle

DUAL

DUAL New Zealand

Niche Motor Vehicle Policy Wording

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Introduction

About This Policy

Your Niche 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 **your** policy will be cancelled as if it had never existed.

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

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 WORDS

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'.

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

Cover only applies under this policy when the **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 (subject to written approval from **us**), as long as the **vehicle** is being driven by an **authorised driver**.

WHEN COVER DOES NOT APPLY

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

1. to carry passengers or goods for reward, or
2. while let out for hire, or
3. to practice for or take part in any race, 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 Club Rally's, and Track days.

WHO MAY USE THE VEHICLE

Cover only applies under this policy when the **vehicle** is being used by an **authorised driver**. Cover will also apply while the **vehicle** is being used by:

1. a member or employee of the motor trade, in connection with the repair or servicing of the **vehicle**, 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 'Named Driver' 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 five cover options:

1. Full Cover,
2. Third Party, Fire and Theft,
3. Third Party Liability Only,
4. Laid Up Cover.
5. Restoration Cover

The type of cover that applies is shown in the **schedule** under 'Scope of Cover'.

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:

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

Third Party Liability Only

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

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

Laid Up Cover

If **you** have selected "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, unloaded or transported on a **trailer**, provided that the **vehicle** is secured to withstand the ordinary rigors of transportation.

There is no cover:

1. where and whilst the **vehicle** engine is running, or
2. where **loss** results from fire, unless the fire:
 - i. is ignited by a source external to the **vehicle**, or
 - ii. ignition occurs more than 24 hours after the **vehicle** has been switched off, and
2. 'Section Two – **Your** Legal Liability'.

Restoration Cover

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

1. 'Section One – Cover For **Your Vehicle**', for incidental road usage in connection with the restoration of the **vehicle** only;
2. 'Section Two – **Your** Legal Liability'.

Section One – Cover For Your Vehicle

Loss To Your Vehicle

WHAT YOU ARE COVERED FOR

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

WHAT YOU ARE NOT COVERED FOR

Wear and tear, faults or defects

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

1. wear and tear, or
2. rust or corrosion, or
3. the **vehicle'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 **vehicle**.

Consequential loss

This policy does not cover :

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

Vehicle parts

1. This policy does not cover **loss** to the following parts of the **vehicle**:
 - 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).

However, this exclusion does not apply to **loss** as a direct result of:

- j. fire, or
- k. the **vehicle** or a conveying **vehicle** overturning , or
- l. the **vehicle** suffering an impact or collision with an external object, or
- m. the whole **vehicle** being partly or fully immersed in a body of water, or
- n. the **vehicle** being stolen or converted, or

- o. the **vehicle** being maliciously damaged, or
- p. the **vehicle** being **accidentally** operated with the incorrect fuel type. i.e.: 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, or
- q. hail, snow, storm or lightning, or
- r. natural disaster, or
- s. animals.

Tyres

This policy does not cover 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 cover **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 **vehicle** is economic to repair, **we** will at **our** option:

1. arrange to repair the **vehicle** to substantially the same condition as it was in before the **loss** occurred, or
2. pay **you** the cost of repairs as estimated by **our** assessor.

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

Total loss

If the **vehicle** is a **total loss**, **we** will at **our** option:

1. pay **you** the **sum insured**, or
2. the **market value**, whichever is the lesser.

If the **vehicle** is a **total loss** and is specified in the **schedule** as a 'Classic **Vehicle**', **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**, unless prior to inception of this policy **we** have agreed with **you** to the contrary.

Where the **vehicle** is recognised as a limited production **vehicle** and a comparable **market value** is unable to be attained locally, the international **market value** will apply as agreed between **us** and **you** prior to inception of the policy.

New replacement vehicle

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

1. **you** are the first registered owner of the **vehicle**, and
2. the **vehicle** has amileage driven of no more than 30,000 kilometres if **loss** occurs within 24 months or driven no more than 45,000 kilometres if extended to a maximum of 36 months

The 24 month period noted above may be extended to a maximum of 36 months of **you** purchasing the **vehicle** new from a franchise dealer in New Zealand, subject to the same conditions listed above, as **well** as subject to **application** and approval by **us**, and additional premium being paid.

The most **we** will pay for a replacement **vehicle** will be the **sum insured**. If the value of the replacement **vehicle** is higher than the **sum insured** and **you** want **your vehicle** replaced with a new **vehicle**, **you** will be required to pay the difference between the **sum insured** and the cost of the replacement **vehicle**.

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

Second hand purchase price guarantee

If **you** purchased **your vehicle** second hand and it has been owned by **you** for a period of less than 12 months, in the **event** of a **total loss**, the most **we** will pay is the purchase price provided,

- a. the **sum insured** is equivalent to the purchase price, and
- b. **you** can provide verification of the purchase price to **our** satisfaction, and
- c. the purchase price does not exceed the **market value** by more than 20% (if the purchase price exceeds the **market value** by more than 20% the most **we** will pay will be the **market value** plus 20%).

This benefit does not apply to a 'Classic **Vehicle**' or a 'Leased **Vehicle**'.

Parts obtained overseas

We will pay the **market value** at the time of the **loss** for any new parts, accessories or tools that are unobtainable in New Zealand. The most **we** will pay is the cost of the part air freighted to New Zealand by regular scheduled service of an established airline plus the estimated reasonable cost of fitting.

Trailer

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

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

The most **we** will pay in total for all claims during the **period of insurance** is the amount specified in the Limits section. A \$250 **excess** applies.

Leased vehicle

If the **vehicle** is leased in the **event** of a **total loss**, **we** will pay the greater of:

1. the **market value**, or
2. the residual value of the **vehicle** if **we** choose not to repair the **vehicle**. But this does not include:
 - a. penalties for early termination, and/or
 - b. penalties for any additional distance travelled, and/or
 - c. unpaid obligations under the lease at the time of the **loss**, and/or
 - d. penalties resulting from lack of servicing or poor maintenance, and/or
 - e. balloon payments, and/or
 - f. the amount by which the residual value of the **vehicle** exceeds 120% of the **market value**, where there is a guaranteed buy back arrangement.

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

Section One – Automatic Extensions (Full Cover Only)

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

Accessories

We will pay for all **accidental loss** to accessories, during the **period of insurance**. This cover only applies whilst such are securely stored at **your** residence or other secure storage area. The most **we** will pay is the amount shown in the Limits section.

Alternative Transport

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

For the purposes of this policy extension, "period of **loss**" means the period:

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

This policy extension does not apply:

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

The amount payable under this policy extension is the amount as shown in the Limits section.

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

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**.

Claim Free Recognition

If **you** have remained claim free over the last 5 consecutive years of insuring **your vehicle** (or a previous or similar **vehicle**) for Full (Comprehensive) Cover with **us** or another insurance company (if **you** provide proof), **we** will not reduce **your** claim free recognition under this policy as long as **you** do not make more than one claim during the **period of insurance**.

Cleaning – Valet Costs

We will pay the reasonable costs incurred by **you** for cleaning and valeting the **vehicle** following a **loss** where the **vehicle** is broken into and damage occurs to the inside of the **vehicle** 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 shown in the Limits section. No **excess** applies to any claim under this benefit.

Completion Of Journey Costs

We will pay the reasonable costs incurred by **you** to:

1. hire another **vehicle** of similar make and model to complete the journey, or to return **you**, an **authorised driver** and passengers of the **vehicle** to where the journey first commenced, and

2. return the **vehicle** to the premises where it is normally based following its repair, or
3. recover the **vehicle** in the **event** of theft or conversion.

The most **we** will pay in total for all **events** during the **period of insurance** is the amount as shown in the Limits section.

Death By Accident

If **you** die as a result of an **accident** covered by this policy, whether or not death occurs at the time 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 as shown in the Limits section.

Disablement

If **you** suffer an injury in direct connection with a **loss** to the **vehicle**, while **you** are 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 **vehicle**. The most **we** will pay in total during the **period of insurance** is the amount shown in the Limits section.

Emergency Accommodation

We will pay the reasonable costs incurred by **you** for one night of accommodation for **you** and **your** passengers if the **vehicle** 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 **vehicle** 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 And Claim Free Recognition Protection

If the **vehicle** suffers **loss** covered by this policy caused by an identifiable driver of another **vehicle**, **we** will not deduct the **excess** or adjust **your** claim-free recognition 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.

Hazardous Substance Emergency

We will cover any charge that the New Zealand Fire Service is authorised to impose on the **insured** for their attendance at a hazardous substance emergency arising out of or in connection with a **vehicle**.

The most **we** will pay for any one **event** is the amount shown in the Limits section.

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 **vehicle** 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 **schedule** 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 **vehicle** 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 as shown in the Limits section. An **excess** of \$250 applies to any claim under this section.

Medical Expenses

We will pay the reasonable costs incurred by **you, your** immediate **family** and other passengers in the **vehicle**, 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 as shown in the Limits section.

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

Passenger Property

We will cover **loss** to personal property that is:

1. owned by, or under the care, custody or control of any passenger in the **vehicle** travelling with **you**, and
2. as a result of an **event** covered by this policy, provided such property is not otherwise **insured**. **We** will at **our** option pay:
 - a. the cost to repair the item as near as possible to the condition it was in immediately before the **loss** happened, or
 - b. the **present value**.

The most **we** will pay for any one **event** is the amount shown in the Limits section. If **your** claim is solely for passenger property an **excess** of \$150 will apply.

Registration And Road User Charges

In the **event** of a **total loss**, **we** will pay **you** back any refund of the unexpired portion of any registration remaining on the **vehicle** 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:

- a. **you** notify **us** within 30 days of the date of purchase and **your** intention for the replacement or additional **vehicle** to be covered under this policy, and
- b. the replacement **vehicle's** purchase price will be the **sum insured** subject to a maximum \$200K, unless otherwise agreed by **us** in writing, and
- c. **you** pay any additional premium that is required, using **our** current premium rates at the time of the notification. Any additional premium must be paid within 14 days of quote, otherwise **we** will consider the quote rejected and coverage will be treated as never existed.

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 **vehicle**, required where directly connected and as a result of a valid claim under **your** policy.

The most **we** will pay for any **event** is the amount as shown in the Limits section.

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 **vehicle** no **excess** applies, unless a specific **excess** is shown on the **schedule**.

Section One – Optional Extensions

These Optional Extensions only apply where agreed by **us** and specified in the **schedule**

Certified Agreed Value

If the **vehicle** is a **total loss**, **we** will pay the Certified Agreed Value.

The Certified Agreed Value is only eligible for **vehicles** 26 years or older and an independent written valuation of the **vehicle** has been provided.

We may also, at **our** discretion, agree a Certified Agreed Value for **your vehicle** which is 26 years or older if **you** provide **us** with a detailed specification of the **vehicle** and satisfactory recent colour photographs of the interior, engine bay and full exterior shot of the **vehicle**.

Where **you** fail to meet this requirement, cover reverts to the standard basis of settlement set out in 'Section One – Cover For **Your Vehicle**', 'What **We** Will Pay'.

Club Event – Rally

'Section One – Cover For **Your Vehicle**' is extended to cover the **vehicle** while it is being used to participate in an organised Club rally **event**.

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

Club Event – Track

'Section One - Cover For **Your Vehicle**' is extended to cover the **vehicle** 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 **vehicle** 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 **vehicle** while it is let out for hire provided that this Optional Extension does not insure **loss** resulting from theft or conversion of the **vehicle**, by a person to whom the **vehicle** 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 vehicles which are let out for hire.

Roadside Assistance

This policy is extended to provide Roadside Assistance for the **vehicle** during the **period of insurance**

1. Roadside Assistance will:
 - a. fit the **vehicle's** spare tyre if it has a flat tyre, and
 - b. access the **vehicle** if **vehicle** keys are locked inside, and

- c. provide 5 litres of fuel if the **vehicle** is out of fuel, and
 - d. jump-start the **vehicle** if it has a flat battery.
2. Roadside Assistance will arrange to tow the **vehicle** to the nearest approved repairer or place of safety if the **vehicle** suffers mechanical or electrical damage or failure and:
 - a. cannot be easily mobilised at the roadside, or
 - b. requires replacement parts.
3. Roadside Assistance will not assist where the **vehicle**:
 - a. has been left unattended, or
 - b. requires specialised salvage equipment, or
 - c. is not within easy access of a public road that is negotiable by a two wheel drive **vehicle**, or
 - d. cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
 - e. was being used for competitions or off-road activity, or
 - f. was involved in an **accident** or collision, or
 - g. was being misused.
4. Roadside Assistance will not assist:
 - a. for towed **vehicles** such as boats, **trailers** and caravans, or
 - b. for **vehicles** exceeding 3,000 kg net **vehicle** weight.No **excess** applies to this Optional Extension.

Vehicle Spare Parts

We will cover **accidental loss** to spare parts associated with the **insured vehicle** during the **period of insurance**. This cover only applies whilst the spare parts are securely stored at **your** residence or other secure storage area. The most we will pay is the amount shown in the Limits section. An excess of \$250.00 applies to any claim under this section.

Section One – Automatic Extensions (Third Party, Fire And Theft And Third Party Liability Only)

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

Protection Against Uninsured Drivers

If the **vehicle** suffers **loss** caused by an identifiable and **uninsured** driver of another **vehicle**, we will pay **you** up to a maximum of \$3,000 for the cost of repairing or replacing the **vehicle** and will not deduct the **excess** or adjust **your** claim-free recognition 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

As a result of a valid claim under Section 1 **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 **vehicle** 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 that they would be entitled to claim under the Act,
3. a decision by the **Accident Compensation Corporation** to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

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

General average

We will cover **you** for general average or salvage charges that **you** must legally pay as a result of the **vehicle** 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 Named Driver, caused by or through or in connection with their use of the **vehicle** 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 **vehicle** 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 **vehicle** 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 vehicle** or in the **vehicle** 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. **Your** legal 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 \$10,000,000 for any event.

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

Amount payable for bodily injury

We will pay for:

1. **your** legal 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 'Scope of Cover', 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 \$10,000,000 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** legal liability arising from use of a courtesy **vehicle** while **your vehicle** is:

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

Modified Vehicles

There is no cover under this policy if the **vehicle** has been modified from the manufacturer's original specifications, unless details of all the **modifications** have been given to **us** and **we** have agreed in writing to continue cover.

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 and the driver is specified 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 their 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.

Sanctions

This policy does not any insure any **loss** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulation of New Zealand, Australia, the European Union, United Kingdom or United States of America.

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 **vehicle** and to prevent any further **loss**, expense or liability, and
2. tell **us** as soon as possible by notifying **our** dedicated claims team below:
P: 0800 785 400
E: DUAL_Motor_Claims@hdi-specialty.com, 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 **vehicle** 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 disclosed to **us**, and
8. tell **us** immediately if **you** are charged with any offence in connection with the use of the **vehicle** or a **vehicle** which resulted in
9. **loss** of property or **bodily injury** to another person, and provide us with any reasonable assistance and information that we request in relation to the claim. This may mean giving written statements or documents to our representative or us. We may require you or the person claiming to go to Court to give evidence.

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.

Things You Must Do After We Pay A Claim

The **insured** and anyone else entitled to cover under this policy must:

1. tell **us** if any lost or stolen property which was part of the claim is found or recovered, and hand it over to **us** if **we** request it; and

2. tell **us** if any person is ordered to make **reparation** to the **insured** for any **loss** or cost which is part of the claim, and reimburse us for that payment as soon as any **reparation** is received.

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 cooperate 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 **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 **vehicle** 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 **vehicle** 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 **vehicle** 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 **vehicle** to **us**. However, after the **vehicle** is declared a **total loss**, **we** may retain the **vehicle** and/or any salvage.

General Conditions

Your Obligations

1. 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.

2. True Statements and Answers

The **application** is the basis of this policy. True statements and answers must be given (whether by **you** or any other person acting on **your** behalf) 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

3. Reasonable Care

You must take reasonable Care at all times to avoid circumstances that could result in a claim.

You will not be covered if **you** are reckless or grossly irresponsible.

4. Complying with this Policy

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

5. Changes In Circumstances

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

1. **modifications** to the **vehicle**, 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 30th 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 **vehicle**. 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.

Interests of Other Parties

If we know of anyone who has a financial interest over the **vehicle** and they are noted on the **schedule**, **we** may 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 **vehicle**.

Uneconomic to repair

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

1. that **vehicle** is automatically deemed as deleted from the **schedule** and therefore no cover is available under this policy, and
2. **we** will not give any refund of premium, and
3. **your vehicle** will become **our** property.

This means that you will need to make new insurance arrangements on any replacement vehicle. 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 **vehicle** 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 or equivalent to 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. all sums **insured** exclude GST, and
2. all limits and sub limits include GST, and

3. all excesses include GST, and
4. 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'.

accident	A sudden, fortuitous or unforeseen occurrence, happening or mishap, which is not expected nor intended by the insured .
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	<ol style="list-style-type: none"> 1. You, and 2. any person named on the schedule under Named Drivers', and 3. any person to whom you have given permission to use the vehicle, unless the schedule excludes persons other than those specifically named on the schedule. <p><i>Note: Please refer to the 'Named Drivers' section of the schedule for further details</i></p>
bodily injury	The accidental death of, or accidental bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
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.
event	A single event or a series of events arising from one source or original cause.
excess	<p>The first amount of your claim for each and every event that you must pay.</p> <p>The amount of the excess is shown in either on the schedule or in this policy wording.</p> <p><i>Please also see HOW TO CLAIM for further details on excesses.</i></p>
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 .
insured/you	The insured named on the schedule . We may also use the term ' you ' to describe ' insured '.
loss	Physical loss or physical damage.
market value	The reasonable cost to buy, immediately before the loss and on the retail market, a vehicle of a similar:

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

as the damaged **vehicle**, including the value of any fitted equipment covered by this policy.

modification Any change to **your vehicle** 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 vehicle, or
4. a changed sound system valued at over \$1,000.

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

period of insurance The period of time stated in the **schedule** for which cover applies unless the policy is cancelled or terminated earlier.

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 and any subsequent amendments.

schedule The relevant **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 **vehicle** is uneconomic to repair, or
2. the **vehicle** 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 **vehicle, trailer** or **vehicle**.

vehicle The **insured vehicle** listed in the **schedule**.

we/us/our HDI Global Specialty SE - New Zealand (FSP 774050), acting through its agent DUAL New Zealand Ltd.

Policy Limits

The following limits apply unless a different amount is shown in the **schedule**.

Automatic Extensions Section One – Full Cover	Policy Limit
Accessories	\$3,500
Alternative Transport	\$7,000
Cleaning – Valet Costs	\$500
Completion of Journey Costs	\$7,000
Death by Accident	\$10,000
Disablement	\$10,000
Emergency Accommodation	Refer Policy
Emergency Repairs	Refer Policy
Excess and Claim Free Recognition Protection	Refer Policy
Hazardous Substance Emergency	\$5,000
Inability to Drive	\$1,000
Keys and Locks	\$2,500
Medical Expenses	\$750
Passenger Property	\$2,000
Registration and Road User Charges	Refer Policy
Replacement and Additional vehicles	Refer Policy
Road Clearing Costs	Refer Policy
Trailers	\$5,000
Trauma Cover	\$2,000
Windows	Refer Policy
Vehicle Spare Parts	\$5,000

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