

CAR

Third Party Only Insurance



STATE

click.**done.**

backed by 

Welcome TO STATE

Thank you for choosing State to insure your car. You've made a great choice – we've been helping New Zealanders with their insurance needs for more than 100 years and are proud to be doing the same for you.

If you have any questions about your policy or think it doesn't provide the cover you need, please ring us straight away – we'll be happy to help.

IMPORTANT

This document is your Car Third Party Only policy wording.

Please make sure you read it carefully, as it contains important information you should know, including what your insurance covers – and what it doesn't.

Contacting us

In New Zealand, simply call 0800 80 24 24. If you ever have a question, need help, or want to make an insurance claim, you're welcome to phone us any time, 24 hours a day.

Australia call us free on 1 800 887 863.

United States call us free on 1 800 593 9482.

United Kingdom call us free on 0800 096 5308.

Somewhere else overseas call us direct on 64 9 969 1150.

If you'd prefer to email us, it's easy. Just follow the link in the 'Contact Us' section at state.co.nz.

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Your policy

▶ Reading your policy

Words in bold

You'll notice that some words in **your** policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean on page 10.

Examples and headings

To make it easy for **you** to understand **your** policy, **we've** included some examples and comments in *italics*. Note these don't affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy wording are designed to help **you** find **your** way around it. **You** mustn't use them when interpreting the policy wording.

▶ What your policy consists of

Your Car Third Party Only Policy consists of this policy wording, the **schedule** and the information **you** provided in the **application**.

▶ You can change your mind

If **you're** not happy with this policy **you** are welcome to change **your** mind, but **you** must tell **us** within 15-days of the date it started. **We'll** then cancel it and refund in full any premium **you've** paid. This doesn't apply if **you** have made a claim on **your** policy.

▶ Our commitment to you

We'll do **our** best to:

- ▶ provide **you** with helpful, professional service
- ▶ act on **your** requests promptly
- ▶ provide **you** with policies that suit **your** needs
- ▶ give **you** information that will help **you** to reduce the risk of loss
- ▶ make **you** aware of policy conditions and obligations.

▶ Our agreement with you

Together, **you** and **we** have an agreement. **You** agree to pay **us** a premium for **your** cover and, in exchange, **we** promise to cover **you** as stated in this policy wording.

▶ So what must you tell us?

You must tell **us** about anything that could affect **your** insurance with **us**. For example, **you** must tell **us**:

- ▶ *if the car has been modified in any way*
- ▶ *if you, or anyone who may drive the car, have had their drivers licence suspended or cancelled in the last 7-years*
- ▶ *if you, or anyone who may drive the car, have had any traffic offences, including speed camera fines (not parking tickets) in the last 5-years*
- ▶ *if you have been convicted of a criminal offence in the last 7-years*
- ▶ *if your car will be used for business purposes*
- ▶ *if there are any changes to who the drivers will be*
- ▶ *if you move to a different address*
- ▶ *if you have been declined or refused insurance in the last 5-years*

- ▶ *if there has been any material change in circumstances since the policy started*
- ▶ *if you insure your car again with anyone else*

These *examples* are only a guide.

Remember, **we** provide **your** insurance based on the information **you** gave **us** when **you** applied for it. If anything changes, or if **you** expect something to change, **you** must let **us** know or **your** policy may be unenforceable. Please ask **us** if **you're** not sure if **you** should tell **us** about something.

▶ We must tell you about...

We must keep **you** updated on **your** insurance. For example, **we** must tell **you**:

- ▶ *if we change the terms of your policy*
- ▶ *if we add new terms to your policy*
- ▶ *about any other changes to your policy*
- ▶ *before your policy renews, how much your new premium will be*

▶ Our other responsibilities to you

- ▶ *We'll answer your questions honestly and accurately*
- ▶ *We'll provide you with information and advice to help you understand your insurance and its terms and exclusions*
- ▶ *If you need it, we'll give you a copy of the information you gave us when you applied for your insurance*
- ▶ *When you first insure with us, and when you renew your policy, we'll tell you about the financial rating on our ability to pay for any claims our customers make*

If **you** have any questions please call **us** on **0800 80 24 24**.

Keeping us informed

When **you** apply for insurance with **us**, **you** have an important 'duty of disclosure'. This means that **you** must:

- ▶ give **us** all the information that a prudent insurer needs to decide whether to accept or decline **your application** for insurance. If **we** accept **your application**, it includes information that a prudent insurer needs to decide the cost of **your** insurance and the terms and conditions that will apply (including the **excess**), and
- ▶ provide **us** with true, accurate and complete information, even if **you** think it isn't important.

If **you** don't tell **us**, **your** insurance policy may not be valid and **you** may not be covered if **you** want to make a claim.

You must also tell **us** about changes that occur during the policy **period of cover** – see 'Changes in circumstances' on page 8.

If **you're** not sure whether **you** should give **us** some information, tell **us** anyway. Simply call **us** on **0800 80 24 24** – **we'll** talk the matter over with **you** and let **you** know if it affects **your** policy.

We treat all information **you** give **us** in accordance with the Privacy Act 1993.

A prudent insurer uses good judgement, carefully considers consequences and acts accordingly.

Making a claim

When **you** need to make a claim, **we'll** be here to help **you** 24-hours a day, 7-days a week – just call **us** on **0800 80 24 24**.

▶ What we'll do

When **you** contact **us** to make a claim under this policy, **we'll**:

- ▶ treat **you** fairly and process **your** claim within the terms of the policy, and
- ▶ explain how the claim process works, and
- ▶ advise **you** how to prevent further damage, and
- ▶ if possible, register **your** claim straight away after asking **you** questions and recording **your** responses
- ▶ if possible, accept **your** claim during the first phone call, and
- ▶ explain what **we** need to go ahead with **your** claim, and
- ▶ if required, arrange for an assessor to inspect the damage and explain the procedure that will be followed, and
- ▶ keep **you** updated on **your** claim's progress, and
- ▶ give **you** all the information **you** need on how **we'll** settle **your** claim, and
- ▶ if **we** decline **your** claim, clearly explain why.

▶ What you must do

If anything happens that could result in a claim under this policy, **you** must:

- ▶ do what **you** can to take care of the **car** and prevent any further **loss** or liability, and
- ▶ tell **us** as soon as possible, and
- ▶ notify the police as soon as possible if **you** think the **loss** was caused by a criminal act, and
- ▶ allow **us** to examine the **car** before any permanent repairs are started, and
- ▶ not destroy or dispose of anything that is, or could be, part of a claim, and
- ▶ as soon as possible, send **us** anything **you** receive from anyone about a claim or possible claim against **you**, and
- ▶ give **us** any information or help **we** ask for, and
- ▶ consent to **your** personal information in connection with **your** claim being disclosed to **us** and transferred to Insurance Claims Register Limited, and
- ▶ tell **us** immediately if **you** or anyone else entitled to cover under this policy is charged with any offence in connection with the **use** of the **car** or a **vehicle** which resulted in **loss** of property or **bodily injury** to another person.

▶ What's the Insurance Claims Register?

It is an electronic register that holds a central record of claims lodged with participating insurance companies. These companies can access the claims history of a customer, for the specific purpose of checking for fraud. This helps to keep the cost of insurance affordable to **you**.

▶ Don't forget about your excess

When **you** make a claim, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your loss**. The **excess** applies to each **event** – unless specifically stated otherwise in another part of this policy.

▶ Getting our permission first

You must ask for **our** permission before **you**:

- ▶ incur any expenses in connection with a claim under this policy, or
- ▶ negotiate, pay, settle, or admit any allegation that **you** are legally liable, or
- ▶ negotiate, offer to pay or pay any **reparation**, including but not limited to, offers made as any part of any case management conference or sentencing hearing, or
- ▶ do anything that may prejudice **our** rights of recovery.

'Rights of recovery' means that we can claim the money that we paid out on your claim back from the responsible person (if someone else that is not insured under this policy was responsible for the loss). You must not do anything that prevents us from doing that, or that disadvantages us when doing that.

It is best that you allow us to manage your claim on your behalf. We'll let you know how you can help us when we talk to you about your claim.

▶ Honesty is the key

You and **we** have an agreement. As part of that agreement, **you** agree to be honest in all **your** dealings with **us**, just as **we'll** be honest with **you**. If **your** claim is dishonest or fraudulent in any way, **we** have the discretion to:

- ▶ decline **your** whole claim or part of it, and/or
- ▶ declare that this policy or all the policies **you** have with **us** are unenforceable from the date of the dishonest or fraudulent act.

▶ Things that will help us help you

- ▶ Keep **your** insurance documents in a safe and easily accessible place.
- ▶ Have **your** policy number handy when **you** contact **us**.
- ▶ Have any relevant information ready when **you** contact **us**, such as brand names, special features, names and address of drivers of other vehicles involved and registration numbers.
- ▶ Let **us** know if **your** contact details change.
- ▶ Ask **us** if there's something **you're** not sure about.

► If you have a problem with your claim

We'll always do our very best to get things right and provide you with the service you expect from us. However, sometimes things do go wrong – so when they do, we want to resolve the problem as quickly as possible.

Here's how you can help, in three easy steps:

1. Talk the problem over with the person you've been dealing with.
If they can't resolve the problem, or if you're unhappy with their response, contact their Claims Team Leader. It's best to put your complaint in writing, but if you prefer you can phone the Claims Team Leader instead. They'll confirm that they've received your complaint, investigate the matter and update you on the outcome.
2. If you're not satisfied with the results of step 1, you can write to the Head of State Insurance at State Insurance, Private Bag 92130, Auckland.
We'll acknowledge your complaint within three working days of receiving it and make sure it's fully investigated. Within 10-days of receiving your complaint, we'll write to you with the outcome of the investigation – or, if it's not complete, we'll give you an update on progress.
3. If we can't resolve your complaint to our Chief Executive Officer within 2-months of receiving it, we'll let you know and advise you of your rights under the independent Insurance & Savings Ombudsman scheme, which considers complaints free of charge.

The Insurance & Savings Ombudsman can only consider complaints that have been investigated by the insurance company involved and that have resulted in a deadlock.

You can contact the Insurance & Savings Ombudsman by phoning 0800 888 202 or (04) 499 7612, by fax at (04) 499 7614 or by writing to PO Box 10 845, Wellington.

You'll find additional information and contact details on the web at www.iombudsman.org.nz.

Make sure you read your policy thoroughly. That way there won't be any surprises when you need to claim.

What you get if we accept your claim

Your policy is designed to give you protection for your legal liability. You also have limited cover for damage to the car. You'll find information of what it covers on page 5 – 'What your policy covers'.

The information that follows tells you when we'll repair your car and when we'll pay you for it if we accept your claim. It also gives other information that you should know about.

Please make sure you read this section carefully. If you have any questions, just phone us on 0800 80 24 24.

► Payment for liability

You'll find all the information on what we'll pay for your legal liability under 'What you'll get' on page 6.

► Repair or pay cash?

Repairable

If the car is economic to repair in our opinion, we have the option to:

1. arrange for the car to be repaired to substantially the same condition as it was in before the loss happened, or
2. pay you the cost of repairs as estimated by our assessor.

Not repairable

If the car is uneconomic to repair in our opinion, we'll pay you the market value up to \$3,000.

Parts unavailable in New Zealand

If any new parts, accessories or tools cannot be bought in New Zealand we'll pay the last known selling or list price in New Zealand plus the reasonable fitting cost.

Repair guarantee

All repairs to the car that are done through our approved repairer network, are quality guaranteed while:

1. you own it, and
2. while it is insured with us.

► Goods and services tax

All amounts in this policy include GST.

What your policy covers

This section explains what **your** policy does and doesn't cover. It also gives important information about the **use** of the **vehicle** that **you** must know about.

Please read it carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

► Use of the vehicle

This policy only applies when the **vehicle** is being **used**:

1. for private, domestic, social or pleasure purposes (including community work), or
2. in connection with a business, profession or occupation, as long as the person **using** the **vehicle** is not **using** it in their capacity as a:
 - a. salesperson, commission agent, service person or commercial traveller, or
 - b. insurance representative, insurance agent or insurance broker, or
 - c. land or real estate agent, or
 - d. mortgage broker or mobile mortgage manager, or
 - e. stock or station agent, or
 - f. courier driver, delivery person or taxi driver, or
 - g. member of a motor trade.

You're not covered when the **vehicle** is being **used**:

1. to carry fare-paying passengers (except when car pooling or car sharing) or for hire, or
2. to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
3. to practice for or take part in any race, rally, pace-making, reliability trial or speed test, or
4. on any racetrack.

See also 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 9.

► Manslaughter defence

You're covered for costs necessarily and reasonably incurred for:

1. legal defence, to defend a charge of manslaughter, or dangerous driving causing death or careless driving causing death, and
2. legal representation at any inquiry or coroner's inquest in connection with a death,

resulting from:

1. **you** or **your partner** driving the **car**, or
2. any member of **your family** driving the **car** with **your** permission, or
3. **you** or **your partner** driving any motorcar that **you** or **your partner** do not own and are not purchasing, provided that **you** or **your partner** has the owner's permission to drive the motorcar,

during the **period of cover**.

Personal liability 'What isn't covered' – clause 5 (offences) does not apply to this benefit.

What you'll get

The most **we** will pay is \$5,000 during any 12-month period.

What isn't covered?

See also 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 9.

► Personal liability

What does 'personal liability' mean?

'Personal liability' is the legal liability that a person has for loss or damage suffered by someone else.

For example:

If you crash your car through a fence on someone else's property, you'll be held legally liable (or personally liable) for the damage to their property.

Your legal liability

You're covered 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 cover**, caused by or through or in connection with **your use** of a **vehicle** in New Zealand (including transit between places in New Zealand).

General average

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

'General average' is a marine term that describes how the cost of losses will be shared between those persons with property on the ship.

Other people's liability

We'll cover the legal liability and liability to pay **reparation** of any other person caused by or through or in connection with their **use** of a **vehicle**, in the same way as **we** cover **you**, as long as:

1. **you** gave **your** permission for such **use**, and
2. the other persons' liability is not covered by any other insurance, and
3. the person **using** the **vehicle** meets all the same terms of this policy that **you** must meet.

Reparation

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

Provided that:

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

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

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

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

Vicarious liability

You're covered for your employers' vicarious liability while you, or any other employee who has your permission, uses the car for the business of your employer, as long as:

1. the liability is not covered by any other insurance, and
2. the person using the car meets all the same terms of this policy that you must meet, and
3. the use of the car meets all the same terms of this policy that you must meet.

'Vicarious liability' means that your employer may be held responsible for injury or damage, even if they were not actively involved in the incident.

What you'll get

Property damage payment

We'll pay for:

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

The most we'll pay in total for 1, 2 and 3 is \$20,000,000 for any event.

Bodily injury payment

We'll pay for:

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

The most we'll pay in total for 1, 2 and 3 is \$1,000,000 for any event.

Settlement of any claim

If we pay the full amount under this part of your policy (or any lesser amount that we can settle your liability for), plus your defence costs, this will meet all our obligations under this part of your policy.

What isn't covered?

1. You're not covered for liability for **loss** to any property:
 - a. owned by you or anyone we cover and who claims under this policy, or
 - b. in your care or in the care of anyone we insure under this policy other than for:
 - i. a disabled vehicle being towed without charge by any vehicle, or
 - ii. clothing, personal effects and luggage being carried by and belonging to any passenger in any vehicle, or
 - c. being carried by or loaded into or unloaded from any vehicle or a caravan or trailer attached to any vehicle other than specified under (b)(i) above.
2. You're not covered for liability arising out of a contract or agreement unless you would have been liable even without such contract or agreement.
3. You're 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 during the **period of cover** and is caused by a sudden **accidental event** that happens during the **period of cover**.

4. You're not covered for exemplary damages or fines.
5. You're 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.

'Damages' in this context refers to money claimed from you as compensation for harm done, or loss or injury. Exemplary damages are money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.

See also 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 9.

► Protection against uninsured drivers

You're covered for sudden **accidental loss** to the car that happens during the **period of cover** in New Zealand (and transit between places in New Zealand), that is caused by an uninsured driver of another vehicle, as long as 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.

For example:

If you are waiting at a red light and another car hits your car in the rear, you can claim under this policy up to \$3,000, but only if that person is not insured and if you can give us all the information that is listed in 1, 2, and 3 above. If that person is insured then you must claim from their insurance company or from them personally.

What you'll get

See 'What you get if we accept your claim' on page 4 for details on what we'll pay. The most we will pay for any event is \$3,000 – and you won't have to pay the excess.

What isn't covered?

See also 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 9.

► Road clearing costs

You're covered for costs to remove debris from any road or parking area, following a **loss** covered by this policy.

What you'll get

We'll pay reasonable costs incurred.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 9.

► Towing costs

You're covered for towing and rescue costs, to remove the car to the nearest repairers or place of security, if the car isn't driveable because of a loss covered by this policy.

What you'll get

We'll pay for necessary and reasonable towing and rescue costs.

What isn't covered?

See also 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 9.

Additional cover if you've paid extra

This section explains what additional cover you may be able to add onto your policy if you've paid extra. You are only covered for these if you have paid the extra premium and the cover is printed on the schedule. Please read this section carefully – and if you have any questions, call us on 0800 80 24 24.

► State Roadside Rescue

We'll provide State Roadside Rescue service for the car during the period of cover.

What you'll get

1. State Roadside Rescue will:
 - a. fit the car's spare tyre if it has a flat tyre, and
 - b. access the car if the car keys are locked inside, and
 - c. provide 5-litres of fuel if the car is out of fuel, and
 - d. jump-start the car if it has a flat battery.
2. State Roadside Rescue will arrange to tow the car to the nearest approved repairer or place of safety if the car suffers mechanical or electrical damage or failure and:
 - a. cannot be easily mobilised at the roadside, or
 - b. requires replacement parts.
3. State Roadside Rescue cover provides two call outs during any 12-month period.

Extra call outs can be made, however, all extra call outs will be charged to you at our standard fee, and further assistance is at your expense. The excess does not apply to this State Roadside Rescue cover.

What isn't covered?

State Roadside Rescue will not assist where the car:

1. has been left unattended, or
2. requires specialised salvage equipment, or
3. is not within easy access of a public road that is negotiable by a two wheel drive vehicle, or
4. cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
5. was being used for competitions or off-road activity, or
6. was involved in an accident or collision, or
7. was being misused, or
8. is a towed vehicle such as a boat, trailer and caravan, or
9. exceeds 3,000kg.

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 9.

► Windscreens and windows

You're covered for accidental loss to your windscreens, windows, sun-roofs, or driving lights of the car and you won't have to pay an excess.

What you'll get

See 'What you get if we accept your claim' on page 4 for details on what we'll pay.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 8 and 'Policy conditions' on page 9.

Exclusions that apply to the whole policy

This section explains things **your** policy doesn't cover that are additional to those already mentioned in the previous sections. Please read it carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

▶ Alcohol, drugs and other intoxicating substances

There's no cover under this policy if 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 doesn't apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

▶ Excess

For each **event**, we'll deduct the **excess**, from the amount we would otherwise pay for **your loss** – unless specifically stated otherwise under another part of this policy.

▶ Intentional or reckless acts

You're not covered for any loss or liability arising from any intentional or reckless act or omission.

▶ Loss of electronic data – computer virus

You're not covered for **loss** of **electronic data** and any liability arising from it, directly or indirectly caused by or in connection 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 vehicle

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

▶ Nuclear and war risks

You're not covered for **loss** or liability and any defence costs connected in any way with:

1. operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:
 - a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices, or
 - b. the use, handling or transportation of radioactive material, or
 - c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, an act of a foreign enemy, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, rebellion or revolution, or
3. civil commotion assuming the proportions of or amounting to an uprising, insurrection or military or usurped power.

▶ Terrorism

You're not covered for any **loss**, damage, death, injury, illness, liability, cost or expense directly or indirectly caused by, resulting from or in connection with:

1. an **act of terrorism**, regardless of any other cause or **event** contributing to the **loss**, damage, injury, illness, liability, cost or expense, or
2. any action taken to control, prevent, suppress or do anything else in relation to an **act of terrorism**.

▶ Unlicensed drivers

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

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

This doesn't apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

▶ Unsafe or unroadworthy

You're not covered if the **vehicle** is 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.

▶ Use of the vehicle

You're not covered when the **vehicle** is being **used**:

1. to carry fare-paying passengers (except when car pooling or car sharing) or for hire, or
2. to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
3. to practice for or take part in any race, rally, pace-making, reliability trial or speed test, or
4. on any racetrack.

▶ Wear, tear, depreciation and loss of use

You're not covered for:

1. depreciation, or
2. wear and tear or rust, or
3. loss of use.

Policy conditions

Your Car Third Party Only policy has some important conditions. This section explains what they are and what happens if you don't follow them. Please read it carefully and if you have any questions phone us on 0800 80 24 24.

If you don't comply with the policy...

You and anyone else covered under this policy, must comply with this policy. If any of the terms of this policy are breached, we have the sole discretion to decline any claim you make – either the whole claim or part of it.

► Your obligations

True statements and answers

The application is the basis of this policy. All statements and answers that you give, or any other person gives on your behalf, must be honest and accurate when you:

1. apply for this insurance, and/or
2. let us know about any change in your circumstances, and/or
3. make a claim under this policy,

otherwise we can declare that this policy or all the policies you have with us are unenforceable from the date of the dishonest or fraudulent act.

Changes in circumstances

You must let us know straight away if, after the start of this policy, there are any modifications to the car, or any material increase or change in the risk we cover.

At any time we may change the terms of this policy in response to what you tell us.

Information is 'material' where we would have made different decisions about either accepting your insurance or setting the terms of the insurance, if we had known that information. Tell us if this information changes while we insure your car – as soon as you know that the change will happen.

If you're not sure if information is 'material', tell us anyway.

The 'risk we cover' refers to the actual property or liabilities we insure (known as physical risks), and you or other people covered by this policy (known as moral risks).

Reasonable care

You must always take reasonable care to avoid circumstances that could result in a claim. You won't be covered if you are reckless or grossly irresponsible.

We can take action in your name

We can take action in your name to:

1. negotiate, defend or settle any claim against you covered by this policy
2. to make a recovery from anyone else for anything covered by this policy, and you must cooperate with us.

We'll pay any costs associated with these actions.

► Administering this policy

Cancellation

By you...

You can cancel this policy at any time. If you do, we'll refund any premium due to you based on the period of cover you haven't used.

You must pay us any outstanding payments due to us.

By us...

We can cancel this policy by writing to or emailing you at the last known address we have for you. The policy will be cancelled on the 14th day after the date of the notice. We'll refund any premium due to you based on the period of cover you haven't used.

Changing the terms

We can change this policy's terms (including the excess) by writing to or emailing you at the last known address we have for you. Unless otherwise specified in the policy, the change in terms will take effect on the 14th day after the date of the notice.

If the car is uneconomic to repair

If the car is uneconomic to repair and we've paid your claim:

1. this policy is automatically cancelled, and
2. we won't give any refund of premium, and
3. the car will become our property.

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

Joint insurance

If this policy covers more than one person, all persons are jointly covered.

This means that if one person breaches the policy it affects everyone's ability to claim.

Other insurance

You must tell us if the car is (or becomes) covered by another insurance policy. If you can claim under that insurance, we'll only pay the amount of any loss that's above the limit payable by the other insurance.

Other parties with a financial interest

If we know of anyone who has a financial interest over the car, we can pay them part or all of any claim proceeds. This payment goes towards meeting our obligations under the policy. However, anyone recorded as having a financial interest under this policy isn't covered by it and has no right to make a claim.

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

For example, if you borrowed money from the bank or finance company to buy the car, then the bank or finance company has a financial interest in the car until you have repaid the full loan amount.

Definitions

Here are the special meanings of the words shown in **bold** in this policy. The definitions apply to the plural and any other versions of the words.

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

accessory

a part of the **car** not directly related to its function as a vehicle, including any:

- ▶ radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of the **car**, and
- ▶ portable telephone that connects to a power source in the **car**, and
- ▶ **car** seat covers, floor mats or child **car** seats.

accidental

unexpected and unintended by **you** and anyone **using** the **vehicle**.

act of terrorism

an act by any person or group(s) that includes (but isn't limited to) the use of force or violence and/or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s). By its nature or context, this act 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 make the public, or any section of the public, afraid.

application

the information **you** provided to **us** when **you** applied for and bought this insurance.

bodily injury

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

car

the vehicle described in the **schedule**, including any:

- ▶ standard tool supplied by the vehicle's manufacturer or a similar substitute tool, and
- ▶ **accessory** or spare part while it is in or on the vehicle, and
- ▶ **accessory** that has been temporarily removed from the vehicle for security purposes, or cleaning or servicing.

computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or codes, whether programmatic or not, that propagate themselves through a computer system or network. This includes (but isn't limited to) Trojan horses, worms and time or logic bombs.

electronic data

facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

event

any one event or series of events arising from one source or original cause.

excess

this is the amount of **your loss** that **you** must pay. The amount of the excess is shown in the **schedule**.

family

any member of **your** family who lives with **you** permanently.

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 the same:

- ▶ year,
- ▶ make, model and specification (including fitted equipment covered by this policy),
- ▶ mileage/hours,
- ▶ general condition,

as the **car** that was damaged.

modification

any change to the **car**, that is different to the manufacturer's original specification or recommendations.

Examples include:

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

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

partner

your husband or wife or person who **you** are living with in the nature of a marriage.

period of cover

the 'Period of cover' shown in the **schedule**.

reparation

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

schedule

the latest version of **your** 'Policy Schedule' that **we** issued to **you** for this policy.

uneconomic to repair

a total loss because the **car** is:

- ▶ uneconomic or unsafe to repair, or
- ▶ stolen and not recovered.

use

includes driving, parking, garaging or storing of the **car**.

vehicle

- ▶ the **car** when it is **used** by **you** or anyone else with **your** permission, and
- ▶ any other motorcar that **you** don't own, that is **used** by **you**, as long as **you** have the owner's permission to **use** it and the liability is not covered by any other insurance.

we

State, a business division of IAG New Zealand Limited.

you

the person(s) shown as 'The Insured' in the **schedule**.

Car Third Party Only Insurance

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