CAR Insurance

STATE click.done.

backed by iag
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 call us straight away – we’ll be happy to help.

IMPORTANT

This document is your Car 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 have a question, need help, or want to make an insurance claim our contact centres are available 7 days a week, or visit state.co.nz.

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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The below information is only a guide and does not form part of your policy wording.

Please read this table in conjunction with the policy wording to understand the full details of your policy, limits and exclusions that may apply.

<table>
<thead>
<tr>
<th>Your insurance cover</th>
<th>Car Comprehensive</th>
<th>Third Party, Fire &amp; Theft</th>
<th>Third Party only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental loss</td>
<td>✓</td>
<td>✓</td>
<td>X</td>
</tr>
<tr>
<td>(includes windscreen, windows, sun roof and driving lights)</td>
<td></td>
<td>(For fire, theft, attempted theft or natural disaster)</td>
<td></td>
</tr>
<tr>
<td>Accidental death &amp; permanent disablement</td>
<td>✓</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Excess protection</td>
<td>✓</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Protection against uninsured drivers</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>(covered under accidental loss above)</td>
<td></td>
<td>(up to $3,000)</td>
<td>(up to $3,000)</td>
</tr>
<tr>
<td>Road clearing costs</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Towing costs</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Trailer cover</td>
<td>✓</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Transport costs</td>
<td>✓</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>Options you can add</strong></td>
<td></td>
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</tr>
<tr>
<td>Hire car</td>
<td>Optional</td>
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<td>X</td>
</tr>
<tr>
<td>Roadside rescue</td>
<td>Optional</td>
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</tr>
<tr>
<td>No excess for accidental loss on windscreen, windows, sun roof or driving lights</td>
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<td>Optional</td>
<td>Optional</td>
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<td><strong>Additional features</strong></td>
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</tr>
<tr>
<td>Repair guarantee</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>
Your policy

Our agreement with you

We have an agreement with you. You agree to pay us the premium. In exchange, we promise to cover you as set out in this policy wording.

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 11.

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 policy consists of this policy wording, the schedule, the information you provided in the application and any subsequent information you provide.

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.

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

You also have this duty every time your insurance renews and when you make any changes to it.

If you breach this duty, we may treat your policy as being of no effect and to have never existed.

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

Making a claim

To make a claim, go to state.co.nz/claims anytime, or call 0800 80 24 24. We're available 7 days a week.

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.

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.
What you get if we accept your claim

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

Repair, replace 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 as near as possible to the condition it was in before the loss happened, using parts and practice appropriate in the New Zealand repair industry, 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:
1. pay you the sum insured, if the car was in a good and well maintained condition in our opinion when the loss happened, or
2. pay you the market value up to the sum insured, if the car was not in a good and well maintained condition in our opinion when the loss happened, or
3. replace the car with a new one, as long as:
   a. the loss happened within 12-months of you buying the car new, and
   b. the same model and specification is available in New Zealand.

Whenever we take one of these actions, this policy comes to an end.

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.

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 e.g. as a taxi (other than private, not-for-profit car pooling) 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 ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

Type of cover that applies

Cover options

There are three cover options:
1. CC Car Comprehensive
2. TPFT Third Party, Fire & Theft
3. TPO Third Party Only

The type of cover that applies to you will be shown in your schedule.
You’ll note that we’ve used symbols for each cover option.
We’ve used these symbols throughout this policy to help you know if a benefit applies to you or not.
What your policy covers

This section explains what your policy covers and what it doesn’t cover at all. There are also some optional covers that you may have selected. Please read page 8 for information on these. Please read this section carefully – and if you have any questions, call us on 0800 80 24 24.

Accidental loss

Comprehensive Cover
You’re covered for sudden and accidental loss to the car that happens during the period of cover in New Zealand (including in transit between places in New Zealand).

Third Party, Fire & Theft
You’re covered for sudden and accidental loss to the car caused by:

- fire, or
- theft or attempted theft, unlawful conversion, or
- natural disaster,

during the period of cover in New Zealand (including in transit between places in New Zealand).

Third Party Only
You’re not covered under this ‘Accidental loss’ benefit.

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 9 and ‘Policy conditions’ on page 10.

Accidental death and permanent disablement

We’ll pay the amounts shown under ‘What you’ll get’ below, as long as:

1. you or your partner were injured because of a loss covered by this policy, and
2. the injury happened while you or your partner were driving the car, and
3. any of, or a combination of the events happens within 90-days from the date of the injury.

What you’ll get

<table>
<thead>
<tr>
<th>Event</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Death</td>
<td>$2,000</td>
</tr>
<tr>
<td>2. Permanent total loss of sight of an eye</td>
<td>$1,000</td>
</tr>
<tr>
<td>3. Permanent total loss of use of a hand</td>
<td>$1,000</td>
</tr>
<tr>
<td>4. Permanent total loss of use of a foot</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

If you suffer a combination of events 2, 3 or 4, the amount we pay will be cumulative. The most we’ll pay during the period of cover is the death amount. If more than one person is entitled to payment, we’ll pay proportionately to the number of persons entitled.

What isn’t covered?
We will not pay for death resulting from suicide, or any self-inflicted injury. See ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

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. 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 in 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.

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 the car, in the same way as we cover you, as long as:

1. you gave your permission for such use, and
2. the other person’s liability is not covered by any other insurance, and
3. the other person using the car 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 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 in 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**

We’ll cover your employer’s 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. any other employee 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.

**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 defence costs and expenses incurred with our approval (we won’t unreasonably withhold 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 – and you won’t have to pay an excess.

**Bodily injury payment**

We’ll pay for:

1. liability, including liability to pay reparation, arising from bodily injury, and
2. reasonable defence costs and expenses incurred with our approval (we won’t unreasonably withhold our approval), and
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 – and you won’t have to pay an excess.

**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)(ii) above.
2. You’re not covered for liability created by 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.
   Exemplary damages are money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.
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.

See ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

**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:
   a. you or your partner driving the car, or
   b. any member of your family driving the car with your permission, or
   c. 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.

**What you’ll get**

The most we’ll pay is $5,000 during the period of cover – and you won’t have to pay an excess.

**What isn’t covered?**

See ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.
Medical expenses
You're covered for costs incurred because of an injury that you or your partner suffered during a loss covered by this policy.

What you'll get
We'll pay reasonable costs incurred by you or your partner for medical, surgical, therapeutic, dental and nursing treatment (including x-rays). The most we'll pay during the period of cover is $500 for any event – and you won't have to pay an excess.

What isn't covered?
We won't pay for any expense that can be claimed from any other source or that results from self-inflicted injury.

See ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

Methamphetamine contamination
You're covered for contamination damage to your car provided that it occurs in connection with the theft or illegal conversion of your car during the period of cover.

Damage by you and certain others not covered
You're not covered for any contamination damage that is connected in any way with you or your partner or any member of your or their family (including the theft or illegal conversion by any of them).

For the purposes of this exclusion, you includes any trustee or beneficiary of the trust if the car is owned by the trust, or any director or shareholder of the company if the car is owned by the company.

What you'll get
Where there's cover under this benefit, we'll at our option:
1. arrange to remediate the car, or
2. pay the reasonable costs to remediate the car as estimated by our assessor.

If the cost of remediation will put the car in a substantially better condition, you may be required to make an appropriate contribution towards this cost if we ask you to.

The most we'll pay is the sum insured shown on the schedule.

Please note the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination.

What isn't covered?
See ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

Road clearing costs
You're covered for costs incurred for removing debris from any road or parking area, following 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 ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

Towing costs
You're covered for towing and rescue costs, to remove the car to the nearest repairer 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 ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

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 in transit between places in New Zealand), that is caused by an uninsured driver of another vehicle, as long as you give us:
1. enough information to establish that the driver of the other vehicle was completely at fault, and
2. the correct registration number of the other vehicle and information we need to identify the driver (including name and address), and
3. 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 and assistance 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'll pay for any event is $3,000 – and you won't have to pay the excess.

What isn't covered?
See ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.
Transport costs

You’re covered for transport costs for:

1. you, your partner, your family, other passengers and domestic pets in the car, from the place where the loss occurred to your home or your nearest immediate destination, and
2. returning the car to your home or to another place you and we agree, after the car has been repaired, if the car can no longer be driven following a loss covered by this policy. If the car is recovered following theft or conversion, you’re covered for costs to return the car to the place from where it was stolen or to another place that you and we agree (such as your home).

What you’ll get

We’ll pay for reasonable costs incurred.

What isn’t covered?

See ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

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.

Hire car

You’re covered if you need a hire car while the car is:

1. being repaired, or
2. not driveable until it is repaired, or
3. stolen and not found, after a loss that is covered by this policy, as long as:
   a. we arranged the hire car using our approved supplier, and
   b. you pay for all running costs, and
   c. the hire car is a passenger vehicle up to 1800cc.

What you’ll get

We’ll contribute towards the reasonable costs of a hire car, up to a maximum of 14-days. If we are unable to arrange a hire car, we will pay you $50 per day, up to a maximum of 14-days or until the car is repaired, whichever comes first.

What isn’t covered?

You’re not covered if the claim is only for accidental damage to windscreens, windows, sun-roofs or driving lights.

This cover is only for the costs of the hire car. This policy doesn’t insure the hire car while it is being used.

See ‘Exclusions that apply to the whole policy’ on page 9 and ‘Policy conditions’ on page 10.

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 9 and ‘Policy conditions’ on page 10.

Windscreens and windows

If a claim is only for accidental loss to windscreens, windows, sun-roofs, or driving lights of the car, 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 9 and ‘Policy conditions’ on page 10.
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.

Confiscation

You’re 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 or regulation, unless the order is given to control any loss that is covered by this policy.

Electronic data and programs

You’re not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with electronic data arising from any cause whatsoever including, but not limited to, a computer virus.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with electronic data.

However, this exclusion does not apply to physical damage to other covered property that results from that loss of or damage to electronic data, and which is not otherwise excluded.

Excess

For each event, the relevant excess will be deducted from the amount of your claim unless stated otherwise.

Intentional or reckless acts

You’re not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by you or anyone else covered by this policy.

Mechanical or electrical breakdown

You’re not covered for mechanical loss, electrical loss, or electronic loss.

However, this exclusion does not apply:

1. where that loss results:
   a. in or from a fire, or
   b. from a collision, overturning, immersion in water, a flood, intentional damage, theft or conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami, or
2. to the extent that cover is provided by State Roadside Rescue, if you have purchased that cover.

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

You’re not covered for any loss, damage, cost, expense, prosecution or liability of any type 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

You’re not covered for any loss, damage, cost, expense, prosecution, death or liability of any type connected in any way with an act of terrorism including in connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism.

Tyre damage

You’re not covered for:

1. damage to tyres caused by braking, or
2. punctures, cuts or bursts to your tyres.

However, this exclusion does not apply to punctures, cuts or bursts that result in or from:

a. fire,
b. collision,
c. overturning,
d. malicious damage,
e. theft or illegal conversion, or
f. natural disaster.

Unlawful substances

You’re not covered for any loss, damage, expense or liability connected in any way with contamination from any ‘controlled drug’ as defined in the Misuse of Drugs Act 1975. This exclusion does not apply to loss caused covered under ‘Methamphetamine contamination’ cover on page 7.

Unlicensed drivers

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

1. does not comply with all the conditions of his or her 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 and that the condition could result in damage to the **vehicle**.

War

**You’re** not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or war like 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.

Wear, tear, depreciation and loss of use

**You’re** not covered for:
1. depreciation, or
2. wear and tear, rust or corrosion, or
3. loss of use, or
4. gradual deterioration, or
5. consequential loss, unless otherwise stated.

For example, you are not covered for any loss in value of the vehicle following an accident.

Policy conditions

Your 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…

Breach of any condition

If:
1. you, or
2. any other person we cover under this policy, or
3. anyone acting on your behalf,
breaches any of the conditions of this policy, we may at our sole discretion:
   a. decline your claim, either in whole or in part,
   b. decline any claim connected with the same event that you make on any other policies you have with us,
   c. 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, or breach.

Your obligations

**True statements and answers**

True statements and answers must be given (whether by you or any other person) in all communications with us, including when:
1. this insurance is **applied** for and renewed, and
2. we are notified about any change in circumstances, and
3. you make any claim under this policy.

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, and
2. 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 unused portion of the period of cover.

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 unused portion of the period of cover.

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.

Currency

Any amounts shown in this policy and on the schedule are in New Zealand Dollars.

Goods and Services Tax

All amounts referred to in this policy include any GST that may apply.

Governing law and jurisdiction

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

Joint insurance

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

Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

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. This does not apply to the ‘Accidental death and permanent disablement’ cover on page 5.

Other parties with a financial interest

If we know of any financial interest over the car, we may:
1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations we have under this policy for the loss, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest is not covered and does not have rights to claim under this policy.

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, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:
- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or disrupt an electronic system.

application

the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us.

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 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’.

contamination damage

means loss caused by chemical contamination from methamphetamine that exceeds the contamination level.

contamination level

the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.

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

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

excess

the first amount of the claim that you must pay, which is shown in either the schedule or in this policy wording.

family

any member of your family who lives with you.

injury

a bodily injury caused solely and directly by violent, accidental, external and visible means.

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 comparable:

- year,
- make, model and specification (including fitted equipment covered by this policy),
- mileage,
- general condition,
as the car or trailer that was damaged.

methamphetamine
means the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any precursor chemicals and by-products.

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 don’t consider a conversion of the car to run on CNG, LPG or Bio Gas as a modification, as long as the car has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.

natural disaster
an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the Earthquake Commission Act 1993.

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.

remediate
means to reduce the level of methamphetamine contamination to below the contamination level.

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.

sum insured
the ‘Sum insured’ shown in the schedule.
Car Insurance

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