

TRAILER

Insurance



STATE

click.**done.**

backed by 

Welcome TO STATE

Thank you for choosing State to insure your trailer. 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 Trailer 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 9.

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 State Trailer 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 trailer has been modified in any way*
- ▶ *if you, or anyone who may use the trailer, have had their drivers licence suspended or cancelled in the last 7-years*
- ▶ *if you, or anyone who may use the trailer, have had any traffic offences, including speed camera fines (not parking tickets) in the last 5-years*
- ▶ *if you or anyone who may use the trailer have been convicted of a criminal offence in the last 7-years*
- ▶ *if your trailer will be used for business purposes*
- ▶ *if there are any changes to who will use the trailer*
- ▶ *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 trailer 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** as best **we** can, on 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 **trailer** 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 **trailer** 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.

▶ 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 for **loss** to **your trailer**, **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
- ▶ 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 us. You can contact our claims team on 0800 80 24 24.

If they can't resolve the problem, or if you're unhappy with their response, contact one of our Claims Team Leaders. It's best to put your complaint in writing, but if you prefer you can phone a 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 make sure its fully investigated. Within 10 working 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 the Head of State Insurance 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 at www.iombudsman.org.nz.

What you get if we accept your claim

This section explains when we'll repair your trailer and when we'll pay you for it, 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 or pay cash?

Repairable

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

1. arrange for the trailer 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 trailer is uneconomic to repair in our opinion, we'll:

1. pay you the sum insured, if the trailer 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 trailer was not in a good and well maintained condition in our opinion when the loss happened.

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

Parts unavailable in New Zealand

We'll pay the value at the time of the loss for any new parts or tools that cannot be bought in New Zealand. The most we'll pay is the last known selling or list price in New Zealand plus the reasonable fitting cost.

► Goods and services tax

All amounts in this policy include GST.

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

What your policy covers

This section explains what **your** policy does and doesn't cover. Please read this section carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

► Use of the trailer

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

1. to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
2. to sell food and/or drink, or
3. to practice for or take part in any race, rally, pace-making, reliability trial or speed test, or
4. on any racetrack, or
5. for hire.

See also 'Exclusions that apply to the whole policy' on page 6 and 'Policy conditions' on page 8.

► Accidental loss

You're covered for sudden and **accidental loss** to the **trailer** that happens during the **period of cover** in New Zealand (and transit between places in New Zealand).

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 6 and 'Policy conditions' on page 8.

► Excess protection

You won't pay an **excess** if an identifiable driver of another vehicle causes **loss** that is covered by this policy, 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.

► 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 your trailer is parked insecurely on a slope and crashes through a fence on someone else's property, you may be held personally (or legally) liable for the damage to the other person's 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 the **trailer** 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 **trailer** 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 a ship.

Other people's legal liability

We'll cover the legal liability of any other person caused by or through or in connection with their **use** of the **trailer**, 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 **trailer** 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 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**. However, the most **we'll** pay for a claim under 'Your legal liability item 2.' is \$1,000,000 for any event.

Bodily injury payment

We'll pay for:

1. liability 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 clothing, personal effects and luggage belonging to any passenger in any vehicle towing the trailer, or
 - c. being carried by or loaded into or unloaded from the trailer other than under 1(b) 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 liability caused directly by or through or in connection with the use of a vehicle towing the trailer.
5. You're not covered for exemplary damages or fines.

'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 6 and 'Policy conditions' on page 8.

▶ Rescue costs

You're covered for rescue costs, to remove the trailer to the nearest repairer or place of security, if it isn't towable 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 6 and 'Policy conditions' on page 8.

▶ 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 reasonable costs incurred.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 6 and 'Policy conditions' on page 8.

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 to which the trailer is attached:

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.

This doesn't apply if the person using 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.

▶ 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.

▶ 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.

▶ 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.

▶ Modified trailer

There's no cover under this policy if the trailer 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**.

► 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 doesn't apply to tyre damage directly caused by:

- a. a **loss** for which a claim is otherwise payable under this policy, or
- b. intentional damage.

► Unlicensed drivers

There's no cover under this policy if the person using the vehicle to which the **trailer** is attached:

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

This doesn't apply if the person using 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 **trailer**, or the vehicle to which the **trailer** is attached, is being used in an unsafe or unroadworthy condition, and:

1. the condition contributed to **loss** or liability, and
2. **you** or the person using the **trailer** or vehicle should have been aware of that condition and that the condition could result in damage to the **trailer**.

► Use of the trailer

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

1. to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
2. to sell food and/or drink, or
3. to practice for or take part in any race, rally, pace-making, reliability trial or speed test, or
4. on any racetrack, or
5. for hire.

► Gradual damage, depreciation and loss of use

You're not covered for:

1. depreciation, or
2. wear and tear, corrosion, or rust, or
3. rot, mildew or gradual deterioration, or
4. loss of use.

Policy conditions

Your State Trailer 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 **trailer**, or any material increase or change in the risk **we** cover.

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 trailer – 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 (known as physical risks) or liabilities we insure, 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 **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 trailer is uneconomic to repair

If the **trailer** 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 **trailer** will become **our** property.

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

Joint insurance

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

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

Other insurance

You must tell **us** if the **trailer** 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 **trailer**, **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 **trailer**.

For example, if you borrowed money from the bank or finance company to buy the trailer, then the bank or finance company has a financial interest in the trailer 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', 'accidental' and 'accidents'.

accidental

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

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 bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish and mental injury.

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**.

loss

physical loss or physical damage.

market value

the reasonable cost to buy, immediately before the **loss** and on the retail market, a **trailer** of comparable:

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

This includes the value of any fitted equipment.

modification

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

Examples include:

- ▶ *changes to the suspension or chassis, or*
- ▶ *tyres or wheels of the trailer.*

period of cover

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

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**.

trailer

the **trailer** described in the **schedule** including any equipment or accessories that would normally be sold with the **trailer**.

It does not include:

- ▶ a caravan, camper trailer, or self propelled vehicle, or
- ▶ contents or supplies owned by **you** that are in the **trailer**.

uneconomic to repair

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

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

use

includes towing, parking, garaging or storing of the **trailer**.

we

State, a business division of IAG New Zealand Limited.

you

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

Trailer Insurance

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