



**PRIVATE
MOTOR**

POLICY WORDING

CONTENTS

INTRODUCTION	3
INSURANCE AGREEMENT	3
USE OF YOUR VEHICLE	3
TYPE OF COVER THAT APPLIES	4
SECTION ONE – LOSS TO YOUR VEHICLE	4
AUTOMATIC ADDITIONAL BENEFITS – FULL COVER	5
OPTIONAL ADDITIONAL BENEFIT	8
SECTION TWO – YOUR LEGAL LIABILITY	8
SECTION TWO – AUTOMATIC ADDITIONAL BENEFITS	9
POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY	10
HOW TO CLAIM	11
POLICY CONDITIONS	11
DEFINITIONS	13

AON CPF PRIVATE MOTOR POLICY

INTRODUCTION

ABOUT THIS POLICY

Your Private Motor Policy consists of:

1. this policy document, and
2. the **schedule**, and
3. the information **you** have provided in the **application**.

YOUR DUTY OF DISCLOSURE

When you apply for insurance, you have a legal duty of disclosure. This means you must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

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

You also have this duty, every time **your** insurance renews and when **you** make any changes to it. If **you** breach this duty **your** Private Motor Policy will be cancelled as if it had never existed. Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

CHANGING YOUR MIND

If **you** are not happy with **your** Private Motor Policy, **you** can change your mind provided **you** tell **us** within 30-days of the date **your** Private Motor Policy started. **We** will cancel **your** Private Motor Policy as if it had never existed and refund in full any premium **you** have paid. This does not apply if a claim has been made.

EXAMPLES

We have sometimes used examples and comments to make the parts of this policy document easier to understand. These examples and comments, which are printed in *italics*, do not affect or limit the meaning of the section they refer to.

HEADINGS

The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document.

DEFINED WORDS

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean at the back of this policy document in the section 'DEFINITIONS'.

INSURANCE AGREEMENT

OUR PROMISE

You agree to pay **us** the premium. In exchange, **we** agree to cover **you** as set out in this policy document.

USE OF YOUR VEHICLE

WHEN COVER APPLIES

This Private Motor Policy applies only when any **vehicle** is being **used**:

1. for private, domestic, social or pleasure purposes, including community work, or
2. in connection with any business, profession or occupation other than:
 - (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) motor trade.

WHEN COVER DOES NOT APPLY

This Private Motor Policy does not apply when any **vehicle** is being **used**:

1. to carry fare-paying passengers (other than 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 practise for or take part in any race, rally, pace-making, reliability trial or speed test, or
4. on any racetrack.

TYPE OF COVER THAT APPLIES

TYPE OF COVER OPTIONS

The type of cover that applies will be shown in **your schedule**.

FULL COVER

1. If **your schedule** shows: 'Type of Cover: Full Cover', then **you** are:
 - (a) fully insured under 'Section One – Loss to your Vehicle', and
 - (b) fully insured under 'Section Two – Your Legal Liability'.

THIRD PARTY, FIRE AND THEFT

2. If **your schedule** shows: 'Type of Cover: Third Party, Fire & Theft', then **you**:
 - (a) have limited cover under 'Section One – Loss to your Vehicle'. It only covers **accidental loss** to the **vehicle** caused by:
 - (i) fire, or
 - (ii) theft or attempted theft, unlawful conversion, or
 - (iii) earthquake, volcanic eruption, hydrothermal activity or tsunami, and
 - (b) are fully insured under 'Section One: Automatic Additional Benefits – Protection against uninsured drivers', and
 - (c) are fully insured under 'Section Two – Your Legal Liability', during the **period of insurance** in New Zealand (including transit between places in New Zealand).

THIRD PARTY ONLY

3. If **your schedule** shows: 'Type of Cover: Third Party only', then **you**:
 - (a) have no cover under 'Section One – Loss to your Vehicle', and
 - (b) are fully insured under 'Section One: Automatic Additional Benefits – Protection against uninsured drivers', and
 - (c) are fully insured under 'Section Two – Your Legal Liability'.

SECTION ONE – LOSS TO YOUR VEHICLE

WHAT YOU ARE COVERED FOR

You are covered for:

1. Sudden **accidental loss** to the **car** during the **period of insurance** in New Zealand (including transit between places in New Zealand), and
2. General Average or Salvage Charges that **you** are legally required to pay as a result of the **car** being carried by ship between places in New Zealand during the **period of insurance**.

WHAT YOU ARE NOT COVERED FOR

TYPES OF LOSS NOT COVERED

You are not covered for:

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

BREAKDOWN OR FAILURE NOT COVERED

You are not covered for damage or failure that is:

1. mechanical, or
2. electrical, or
3. electronic.

However, this exclusion does not apply:

- (a) to the above types of loss to the **car** where it results in or from fire, collision, overturning, immersion in water, flood, malicious damage, theft or illegal conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami, or
- (b) to the extent that cover is provided by Aon CPF Roadside Assist Optional Additional Benefit.

TYRES

You are not covered for:

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

However, this does not apply to tyre damage that arises in connection with:

- (a) a loss for which a claim is otherwise payable under this policy, or
- (b) malicious damage.

IMPORTANT Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY below.

WHAT WE WILL PAY**REPAIRABLE DAMAGE**

If **we** consider the **car** is economic to repair, **we** will at **our** option:

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

TOTAL LOSS

If **we** consider the **car** is **uneconomic to repair**, **we** will:

1. pay **you** the **market value**, or
2. replace the **car** with a new vehicle of the same model and specification, provided that:
 - (a) the **loss** occurred within 12 months of **you** purchasing the **car** new, and
 - (b) it is available in New Zealand.

PARTS OBTAINED OVERSEAS

We will pay the **market value** at the time of the **loss** for any new parts, **accessories** or tools that are unobtainable in New Zealand. The most **we** will pay is the last known selling or list price in New Zealand plus the reasonable cost of fitting.

REPAIR GUARANTEE

We provide a quality guarantee on all repairs to the **car** undertaken through **our** Approved Repairer Network while **you** own the **car**.

AUTOMATIC ADDITIONAL BENEFITS – FULL COVER

ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

If **you**, **your partner** or any member of **your family** suffer an **injury**, following a **loss** covered by this Private Motor Policy, during the **period of insurance**, **we** will pay the amounts below if **you**, **your partner** or any member of **your family** suffer any or a combination of the events below within 90-days from the date of an **injury**.

Event	Amount
1. Death	\$10,000
2. Permanent total loss of sight of an eye	\$2,500
3. Permanent total loss of use of a hand	\$2,500
4. Permanent total loss of use of a foot	\$2,500

If **you**, **your partner** or any member of **your family** suffer from a combination of Events 2., 3. or 4., the amount payable under each **Event** will be cumulative. However, the most **we** will pay during the **period of insurance** is the Death Amount.

This Automatic Additional Benefit also provides cover for **you**, **your partner** or **your family** when **you** drive any other motorcar with the owner's permission, provided this **use** meets all the requirements that **you** would have to meet for this policy to cover **loss** involving the **car**.

We will not pay for death resulting from suicide, or any self-inflicted **injury**.

ACCOMMODATION COSTS

We will pay for reasonable costs of accommodation for **you**, **your partner**, **your family**, other passengers and domestic pets, in the **car** travelling with **you**, if the **car** can no longer be driven following a **loss** covered by this Private Motor Policy.

The most **we** will pay is \$1,500 for any **event**.

ALTERNATIVE TRANSPORT

We will contribute towards the reasonable costs incurred if **you** require a rental vehicle following a **loss** covered by this Private Motor Policy while the **car** is:

1. being repaired, or
2. not fit to drive until it is repaired, or
3. missing after being stolen.

Provided:

- (a) **we** have arranged the rental vehicle through **our** approved supplier, and
- (b) **you** contribute \$20 per day (paid to **our** supplier when the rental vehicle is obtained), and
- (c) **you** pay any bond or deposit, and
- (d) **you** pay for all running costs.

We will contribute towards these costs for a maximum of 14 days.

The rental vehicle will be a passenger vehicle up to 2000cc.

If the **car** is **uneconomic to repair**, cover under this Additional Benefit ends when **we** settle **your** claim.

You do not have this cover if the **car** is a mobile home.

**EXCESS AND CLAIMS
FREE DISCOUNT
PROTECTION**

1. If the **car** suffers **loss** covered by this Private Motor Policy caused by an identifiable driver of another vehicle, **we** will not deduct the **excess** or adjust **your** claim free discount provided **you**:
 - (a) give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
 - (b) give **us** the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address), and
 - (c) give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.
2. **We** will not deduct the **excess** if the **loss** to the **car** is from actual or attempted theft or illegal conversion while it was fitted with an activated electronic engine immobiliser approved by **us**.

IF THE CAR IS A CARAVAN

Contents of The Caravan

If the **car** shown in the **schedule** is a caravan, this Private Motor Policy is extended to cover:

1. any fixture, fitting or furnishing that would normally be expected to be sold with the caravan, and
2. any utensils, supplies, appliances and personal effects in the caravan belonging to **you**, **your partner** or any member of **your family**.

The most **we** will pay is \$1,000 for any **event**.

A \$100 **excess** applies to this Additional Benefit.

KEYS AND LOCKS

If any of the keys to the **car** are **lost** or stolen or believed on reasonable grounds to have been duplicated without **your** permission during the **period of insurance**, **we** will pay the reasonable cost of replacing the keys and the locks they were for.

The most **we** will pay is \$1,500 for any **event**.

A \$100 **excess** applies to this Additional Benefit.

The loss of claim-free discount does not apply to this Additional Benefit.

MEDICAL EXPENSES

We will pay the reasonable costs incurred by **you**, **your partner**, **your family** and other passengers in the **car**, for medical, surgical, therapeutic, dental and nursing treatment (including x-rays) as a result of an **injury** following a **loss** covered by this Private Motor Policy. The most **we** will pay is \$500 for any **event**.

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

PASSENGER PROPERTY

This Private Motor Policy is extended to cover **loss** to property that is:

1. owned by, or under the care, custody or control of any passenger in the **car** travelling with **you**, and
2. as a result of an **event** covered by this Private Motor Policy, provided such property is not otherwise insured by another party.

We will at **our** option pay:

1. the cost to repair the item as near as possible to the condition it was in immediately before the **loss** happened, or
2. the **present value**.

The most **we** will pay is \$5,000 for any **event**.

If **your** claim is solely for passenger property an **excess** of \$50 will apply.

**PROTECTION AGAINST
UNINSURED DRIVERS**

If **your schedule** shows that **you** have 'Third Party, Fire & Theft cover' or 'Third Party only cover', then this Private Motor Policy is extended to cover sudden **accidental loss** to **your car** during the **period of insurance** caused by an identifiable and uninsured driver of another vehicle.

We will:

1. if **we** consider the **car** is economic to repair and at **our** option:
 - (a) arrange to repair the **car** to substantially the same condition as it was in before the **loss** occurred, or
 - (b) pay **you** the cost of repairs as estimated by an assessor appointed by **us**, or
2. if **we** consider the **car** is **uneconomic to repair**, pay **you** its **market value**.

Provided **you**:

1. give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
2. give **us** the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address), and
3. give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

The most **we** will pay for any **event** is \$3,000. **We** will not deduct the **excess** or adjust **your** claim-free discount.

REPLACEMENT VEHICLE

When **you** buy a replacement car for the **car**, **we** will automatically provide cover for that replacement car under this Private Motor Policy from the date of purchase, provided that:

1. **you** notify **us** within 45 days of the date of purchase, and
2. the replacement car's purchase price will be the sum insured, and
3. the replacement car's purchase price does not exceed \$150,000, and
4. **you** pay any additional premium that is required.

ROAD CLEARING COSTS

We will pay reasonable costs incurred for removing debris from any road or parking area, following a **loss** covered by this Private Motor Policy.

TEMPORARY REPAIRS

We will pay the reasonable cost of temporary repairs to the **car** that are essential to make it roadworthy, to enable **you** to get to **your** destination or to a repairer, following a **loss** covered by this Private Motor Policy.

TOWING COSTS

If the **car** can no longer be driven following a **loss** covered by this Private Motor Policy, **we** will pay for necessary and reasonable towing and rescue costs to remove the **car** to the nearest repairer or place of security.

TRAILER COVER

This Private Motor Policy is extended to cover **accidental loss** to any **trailer** during the **period of insurance**.

We will at **our** option pay:

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

The most **we** will pay for any **event** is \$1,500.

A \$50 **excess** applies to this Additional Benefit.

The loss of claim-free discount does not apply to this Additional Benefit.

TRANSPORT COSTS

We will pay for reasonable costs of:

1. transport for **you, your partner, your family**, other passengers and domestic pets in the **car**, from the place where the **loss** occurred to **your** home or to **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 Private Motor Policy.

If the **car** is recovered following theft or conversion, **we** will pay the reasonable costs incurred to return the **car** to the place from where it was stolen or to **your** home or to another place that **you** and **we** agree.

The most **we** will pay is \$1,500 for any **event**.

TRAUMA COVER

We will pay the reasonable costs of professional counselling services for **you, your partner, your family** and other passengers in the **car**, as a result of an **injury** following a **loss** covered by this Private Motor Policy.

The most **we** will pay is \$1,000 for any **event**.

WINDOWS

The **excess** and loss of claim-free discount do not apply to a claim that is solely for **accidental** damage to windscreens, windows, sun-roof, headlight glass, headlight protectors, tail light glass or driving lights of the **car**.

OPTIONAL ADDITIONAL BENEFIT

The following benefit is an Optional Additional benefit. Cover applies only if **you** have purchased the benefit and it is shown in **your schedule**.

AON CPF ROADSIDE ASSIST

This Private Motor Policy is extended to provide Aon CPF Roadside Assist for the **car** during the **period of insurance**.

1. Aon CPF Roadside Assist will:
 - (a) fit the **car's** spare tyre if it has a flat tyre, and
 - (b) access the **car** if 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. Aon CPF Roadside Assist 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. Aon CPF Roadside Assist will not assist where the **car**:
 - (a) has been left unattended, or
 - (b) requires specialised salvage equipment, or
 - (c) is not within easy access of a public road that is negotiable by a two wheel drive vehicle, or
 - (d) cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
 - (e) was being **used** for competitions or off-road activity, or
 - (f) was involved in an **accident** or collision, or
 - (g) was being misused.
4. Aon CPF Roadside Assist will not assist:
 - (a) for towed vehicles such as boats, trailers and caravans, or
 - (b) where the **car** exceeds 3,000 kg.

This Aon CPF Roadside Assist Optional Additional Benefit provides cover for six call outs during the **period of insurance**.

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** and loss of claim-free discount does not apply to this Optional Additional Benefit.

SECTION TWO – YOUR LEGAL LIABILITY

WHAT YOU ARE COVERED FOR

YOUR LEGAL LIABILITY

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

OTHER PERSON'S LEGAL LIABILITY

We will cover the legal liability of any other person caused by or through or in connection with their **use** of the **car** or **trailer**, occurring during the **period of insurance**, in the same manner as **we** cover **you**, provided:

1. such **use** has **your** permission, and
2. their liability is not covered by any other insurance, and
3. the person **using** the **car** meets all the same terms of this Private Motor Policy that **you** must meet.

WHAT YOU ARE NOT COVERED FOR

1. **You** are not covered for liability for **loss** to any property:
 - (a) owned by **you** or anyone **we** insure and who claims under this Private Motor Policy, or
 - (b) in **your** care or in the care of anyone **we** insure under this Private Motor 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).
2. **You** are 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** are not covered for:
 - (a) any fine or penalty, or
 - (b) any punitive or exemplary damages, or
 4. **You** are not covered for liability, in any way connected with, any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of insurance** and is caused by a sudden **accidental event** that happens during the **period of insurance**.

IMPORTANT Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY below.

WHAT WE WILL PAY

AMOUNT PAYABLE FOR PROPERTY DAMAGE

We will pay for:

1. liability for **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** will pay is \$20,000,000 for any **event**.

The **excess** does not apply to this Benefit.

AMOUNT PAYABLE FOR BODILY INJURY

We will pay for:

1. liability for **bodily injury**, and
2. reasonable costs and expenses incurred with **our** approval, and
3. costs awarded against **you** by a Court.

The most **we** will pay is \$5,000,000 for any **event**.

The **excess** does not apply to this Benefit.

SETTLEMENT OF ANY CLAIM

We may pay the full amount under this part of **your** Private Motor Policy, or any lesser amount for which the liability can be settled plus defence costs incurred, and this will meet all **our** obligations under this part of **your** Private Motor Policy.

SECTION TWO – AUTOMATIC ADDITIONAL BENEFITS

MANSLAUGHTER DEFENCE COSTS

We will pay:

1. legal defence costs necessarily and reasonably incurred, to defend a charge of manslaughter, or reckless driving causing death, or dangerous driving causing death or careless driving causing death, and
2. costs necessarily and reasonably incurred for 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 vehicle,

during the **period of insurance**.

The most **we** will pay is \$10,000 during the **period of insurance**.

The **excess** does not apply to this Additional Benefit.

TEMPORARY VEHICLES

This Private Motor Policy is extended to cover **your** liability when **you** have a courtesy vehicle or rental vehicle following a **loss** covered by this policy, while **your car** is:

1. being repaired, or
2. not fit to drive, or
3. missing after being stolen.

We will automatically provide cover for this rental vehicle or courtesy vehicle as if it were **your car**.

The Other Insurance Policy condition does not apply to this Additional Benefit.

POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There is no cover under this Private Motor Policy if the driver of, or 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 legally required to do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent as to be incapable of having proper control of the **vehicle**.

This exclusion does not apply if the driver of the **vehicle** has stolen or illegally converted it, provided **you** lay a complaint with the Police.

CONFISCATION

You are not covered for **loss** connected in any way with confiscation, nationalisation, requisition, acquisition or destruction of or damage to property by order of government, public or local authority.

EXCESS

For each **event**, the **excess** will be deducted from the amount of **your loss** unless stated otherwise under an Additional Benefit.

If **you** have multiple vehicles insured under this policy, the **excess** applies individually to each vehicle.

LOSS OF ELECTRONIC DATA

You are not covered for **loss** of **electronic data** and any liability arising from this, directly or indirectly caused by, or in connection with a **computer virus**. This includes loss of use, reduction in functionality or any other associated **loss** or expense in connection with the **electronic data**.

MODIFIED VEHICLE

There is no cover under this Private Motor Policy if the **car** has been **modified**, unless details of all the **modifications** have been given to **us** and **we** have agreed to those **modifications** in writing.

NUCLEAR & WAR RISKS

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

1. any operations employing the process of nuclear fission or fusion, 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 or similar devices, or
 - (b) the use, handling or transportation of any radioactive material, or
 - (c) the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, or
3. civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

OTHER USE OF YOUR VEHICLE

You are not covered for any **loss** or liability where the **vehicle** or anything attached to the **vehicle** is not being used in accordance with the description in Use of the Vehicle (as described in Section One of this policy).

TERRORISM

You are not covered for loss, damage, death, injury, illness, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

1. an **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, death, injury, illness, liability, cost or expense, or
2. any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

UNLICENSED DRIVERS

There is no cover under this Private Motor 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 exclusion does not apply if the driver of the **vehicle** has stolen or illegally converted it, provided **you** lay a complaint with the Police.

HOW TO CLAIM

WHAT YOU MUST DO

If anything happens that may lead to a claim under this Private Motor Policy, **you** must:

1. do what **you** can to take care of the **car** and to prevent any further **loss** or liability, and
2. tell **us** as soon as possible, and
3. notify the Police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **car** before any permanent repairs have commenced, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information in connection with the claim being:
 - (a) disclosed to **us**, and
 - (b) transferred to Insurance Claims Register Limited.

WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this Private Motor Policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery.

ACTIONS WE MAY TAKE

At **our** expense **we** may take action in **your** name:

1. to negotiate, defend or settle any claim against **you** covered by this Private Motor Policy, and
2. to make a recovery from any other person for anything covered by this Private Motor Policy, and **you** must cooperate with **us**.

SALVAGE

You must not abandon the **car** to **us**. However, after the **car** is declared **uneconomic to repair**, **we** may keep the **car** and retain the salvage.

DISHONESTY

If **your** claim is dishonest or fraudulent in any way, **we** may:

1. decline **your** claim, either in whole or in part, and/or
2. declare either this Private Motor Policy or all insurance **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

POLICY CONDITIONS

BREACH OF ANY CONDITION

If:

1. **you**, or
2. any other person **we** cover under this Private Motor Policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this Private Motor Policy, **we** may:

- (a) decline **your** claim either in whole or in part, and/or
- (b) declare either this Private Motor Policy or all insurance **you** have with **us** to be unenforceable.

This is at **our** sole discretion.

TRUE STATEMENTS AND ANSWERS

The **application** is the basis of this Private Motor Policy. True statements and answers must be given (whether by **you** or any other person) when **you**:

1. apply for this insurance, and/or
2. notify **us** regarding any change in circumstances, and/or
3. make any claim under this policy.

REASONABLE CARE

You, and anyone driving the **car** with **your** permission, must take reasonable care at all times to avoid circumstances that could result in a claim.

Your claim will not be covered if **you** or the person driving with **your** permission are reckless or grossly irresponsible.

OTHER INSURANCE

You must tell **us** if the **car** is or becomes covered under any other insurance. If **you** can claim under any other insurance, **we** will only pay the amount of any **loss** over and above the limit payable by the other insurance. This does not apply to Accidental Death and Permanent Disablement Additional Benefit (as described in Section One of this policy).

CHANGES IN CIRCUMSTANCES

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

1. **modifications** to the **car**, or
2. material changes that might alter the nature of the risk insured or increase the chance of a claim under this Private Motor Policy.

*Information is 'material' where **we** would have made different decisions about either: (a) accepting **your** insurance, or (b) setting the terms of **your** insurance, if **we** had known that information. If in any doubt, notify **us** anyway.*

*The 'risk covered' refers to both: (a) the actual property or liabilities insured (known as physical hazard), and (b) **you** or other persons covered by this Private Motor Policy (known as moral hazard).*

CANCELLATION

BY YOU

You may cancel this Private Motor Policy at any time. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of insurance**.

BY US

We may cancel this Private Motor Policy by giving **you** notice in writing or by electronic means at **your** last known address. **Your** Private Motor Policy will be cancelled from 4pm on the 30th day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of insurance**.

CHANGE OF TERMS

We may change the terms of this Private Motor Policy (including the **excess**) by giving **you** notice in writing or by electronic means at **your** last known address. **Your** Private Motor Policy will be changed from 4pm on the 30th day after the date of the notice.

UNECONOMIC TO REPAIR

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

1. this Private Motor Policy is automatically cancelled, and
2. the **car** will become **our** property, and
3. **we** will credit any unused premium towards insurance arranged with **us** on a replacement vehicle, provided
 - (a) **you** or anyone authorised to drive the **car** was not at fault, and
 - (b) the identity of the other party who caused the **loss** is established.

GOODS AND SERVICES TAX

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

1. all sums insured exclude GST, and
2. all limits and sub limits include GST, and
3. all **excesses** include GST, and
4. GST will be added, where applicable, to claim payments.

JOINT INSURANCE

If this Private Motor Policy covers more than one person, then all persons are jointly covered.

This means that a breach of this Private Motor Policy by any one person affects everyone's ability to claim under this policy.

OTHER PARTIES WITH A FINANCIAL INTEREST

If **we** know of any financial interest over the **car**, **we** may pay part or all of any claim proceeds to the holder of that interest.

This payment will meet all obligations **we** have under this policy for the **loss**.

We are authorised by **you** to disclose personal information about **you** to any holder of a financial interest.

Any party, who is recorded as having a financial interest under this Private Motor Policy, is not covered by this policy and does not have rights to claim under this policy.

DEFINITIONS

The definitions apply to the plural and any derivatives of the words. *For example, the definition of 'accident' also applies to the words 'accidentally', 'accidental' and 'accidents'.*

accessory	A part of the car not directly related to its function as a vehicle including any: <ul style="list-style-type: none"> • radio, audio equipment, radar detector, or other in-vehicle entertainment and communication equipment forming an integral part of the car, and • navigation system, and • first aid kit, torch, fire extinguisher, maps, and • portable telephone that connects to a power source in the car, and • car seat covers, floor mats or child car restraints/seats, and • other equipment (not otherwise defined) permanently fitted to the car.
accidental	Unexpected and unintended by you and anyone using the vehicle .
act of terrorism	An act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) that from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
application	The information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us .
bodily injury	The accidental death of, or bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
car	The vehicle described in the schedule , and includes any: <ul style="list-style-type: none"> • standard equipment for the particular make and model of the vehicle supplied and fitted by the manufacturer, and • standard tool or breakdown equipment supplied by the vehicle's manufacturer or similar substitute tool or breakdown equipment purchased by you, and • accessory or spare part whilst in or on the vehicle, and • accessory or spare part that has been temporarily removed from the vehicle for the security purposes, cleaning or servicing, and • accessory or spare part that is not fitted to the vehicle and is stored at your home.
computer virus	A set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to Trojan Horses, Worms and Time or Logic Bombs.
electronic data	Facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
event	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 either the schedule or in this policy wording.
family	Any family member who permanently resides 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 the same: <ul style="list-style-type: none"> • year, • make, model and specification, • mileage/hours, • general condition, as the car damaged, including the value of any fitted equipment covered by this Private Motor Policy.

modification	<p>Any change to the car, that is different to the manufacturer’s original specification or recommendations.</p> <p><i>Examples include:</i></p> <ul style="list-style-type: none"> • <i>changes to the engine, steering, performance, suspension, chassis, or</i> • <i>body kits, paintwork, interior modifications, or</i> • <i>tyres or wheels of the car, or</i> • <i>a changed sound system valued at over \$1,000.</i> <p>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.</p>
partner	Your husband or wife or person with whom you are living in the nature of a marriage.
period of insurance	The Period of Insurance shown in the schedule .
present value	The reasonable cost to replace an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.
schedule	The latest version of the Schedule we issued to you for this Private Motor Policy.
sum insured	The Sum Insured shown in the schedule .
trailer	<p>Any general use trailer:</p> <p>(a) owned by you or in your care, and</p> <p>(b) that is not covered by any other insurance, and</p> <p>(c) used in accordance with the Description of Use (as described in this policy).</p> <p>It does not include:</p> <ul style="list-style-type: none"> • a caravan, a boat trailer, a camper trailer or a horse float; or • the contents, equipment or accessories of any trailer.
uneconomic to repair	<p>A total loss because the car is:</p> <ul style="list-style-type: none"> • uneconomic or unsafe to repair, or • stolen and not recovered.
use	Includes driving, parking, garaging or storing of the car or trailer .
vehicle	<p>(a) the car or trailer when being used by you or anyone else with your permission, and</p> <p>(b) any other motorcar that is not owned by you, being used by you provided you have the owner’s permission to use it and the liability is not covered by any other insurance.</p>
we, us, our	The Co-Insurers for the percentages set out in the ‘List of Co-Insurers’.
you	The person(s) shown as the Insured in the schedule .

THE CO-INSURERS

Arranging insurance means making a legal contract under which you promise to meet certain obligations and conditions and in return your Co-Insurers promise to provide the specified insurance cover.

This policy has been signed by the Co-Insurers for the percentages, severally, set out below.

LIST OF CO-INSURERS



NZI, a business division of IAG New Zealand Limited
Proportion 51%



VERO INSURANCE NEW ZEALAND LIMITED
Proportion 39%



ALLIANZ AUSTRALIA INSURANCE LIMITED
Proportion 10%

RESPECTED NAMES IN THE NEW ZEALAND AND AUSTRALIAN INSURANCE INDUSTRY FOR MANY YEARS

AON CPF PRIVATE MOTOR POLICY

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