

We would like to make sure you are aware of all your entitlements under this policy, so please read this document carefully. After you have read it, please contact Go Cover Car Insurance if you would like further information.

## Introduction and agreement

We agree to provide the cover set out in this *policy* during the Period of cover provided You have paid the *premium* and subject to the policy's terms, limits, conditions and exceptions.

Your insurance contract consists of three parts:

1. this pre-printed policy document;
2. the personalised *schedule*, with details of the cover which applies to You. (The policy schedule is updated from time to time as changes are made to Your cover. Any changes to the standard cover in this policy will be noted on the *schedule*); and
3. the proposal or application form.

### Definitions

**We, Us or Our** means Lumley, a business division of IAG New Zealand Limited.

**You or Your** means the insured named in the schedule.

**Schedule** means the most current *Schedule* and endorsements issued to You, and includes any subsequent *Schedule* and endorsements which may be issued if this insurance is renewed.

**Accident** means an unforeseen and unintended happening or event from the standpoint of You, occurring anywhere within New Zealand. Accidental refers to "Accident" as defined above.

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

**Loss** means sudden physical loss, damage or destruction caused by an Accident.

**Period of cover** means the "Period" or "Period of Insurance" specified in the *schedule*.

**Your Vehicle** means any vehicle described in the schedule under the heading Motor Vehicle, including accessories and spare parts while thereon. Mobile telephones are not regarded as accessories unless permanently fitted to the vehicle.

**Electronic device** shall mean any computer or other equipment or system for processing, storing or retrieving data and shall include but shall not be limited to any computer hardware, firmware, software, media, microchip, integrated circuit or similar device.

**Premium** is the consideration for this contract. This may mean the first *premium* or any subsequent renewal or endorsement *premium* and includes any government levies and taxes.

**Market value** means the price for which You could purchase the same Vehicle or a comparable one of similar pre-Loss age and condition.

**Excess** is the first amount of any claim that You must pay. Refer to the policy schedule for excesses applicable.

**Reparation** means 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.

### Description of Use

Cover only applies whilst your vehicle is being used for private purposes. Please refer to General Exception 1 for details of other excluded Uses.

Your vehicle is covered while it is being used for social, domestic, pleasure and farming purposes or by religious, social welfare or youth organisation persons in the course of their work.

## Section 1 - Loss to your vehicle

### The cover

Where there is *loss to your vehicle*, we will at Our option, repair or replace it or make a cash payment up to the *market value*. We will also pay the reasonable costs of having Your Vehicle removed to the nearest repairer or place of safety following the Loss.

If the repair makes a major improvement to the pre-accident condition or value of Your Vehicle then You may be required to make a contribution towards the cost of repairs.

### Limits

**1. Sum Insured:** The maximum amount payable will be the *market value* or the sum insured shown in the *schedule* whichever is the lesser.

As the *premium* is partly based on the Vehicle's declared value, You should make sure it is realistic and takes account of depreciation.

**2. Parts:** The most We will pay, for any part or accessory not available in New Zealand, is the lesser of:

- the manufacturer's last known list price in New Zealand;
- the price of the part's closest New Zealand equivalent;
- the cost of having a new part made in New Zealand.

We will not pay for the cost of air freighting parts or accessories from overseas nor for the replacement of any part which has not been damaged.

**3. Accessories:** We will not pay more than \$1,000 for loss or damage to radio, audio or telephone equipment unless such equipment is the manufacturer's standard fitting for the vehicle model.

**4. Paint:** We will not pay for the inability of any repairer to match existing paint and We will only pay for the re-painting of those areas which have been damaged.

**5. Repairs:** If We elect to repair Your Vehicle, You may use the repairer of Your choice. However We will not pay more than Our assessor's estimate of the cost of repairs.

### Excess

You must contribute the amounts shown in the *Schedule* under the heading "Excesses" as the first amount of any claim. If Your Vehicle is being used or driven by anyone under 25 years old OR a driver who has not held a Full New Zealand licence for more than 12 months, the underage excess shown on the *Schedule* applies in addition to any other excess.

Please refer to Increased Theft Excess clause for loss resulting from theft, conversion or attempt thereat.

The excess(es) will be refunded to You if We are satisfied that:

1. the driver of Your Vehicle was completely free of blame; and
2. the identity of the other party who caused the damage is established.

### Exceptions

**There is no cover for:**

1. loss of use, depreciation, wear and tear, corrosion, existing defects or damage;
2. mechanical, electrical or electronic breakdown, failure or breakage;
3. damage to tyres by application of brakes or by punctures, cuts or bursts;

4. loss or damage to any electronic device caused by the failure of that device; and
5. Loss arising from failure of, or defect or fault in design or specification.

## Section 2 - Legal liability

### The cover

We will insure You against legal liability for loss of other people's property or bodily injury to them arising from an Accident caused by Your Vehicle. We will also pay legal costs approved by Us.

We will also insure You against legal liability for Reparation payable to a victim who has suffered Loss of property or Bodily Injury as a result of Your committing an offence in connection with the use of Your Vehicle.

### Provided that:

1. You or any other person entitled to cover under this benefit must tell Us immediately if You or they are charged with any offence in connection with the use of Your Vehicle, or any other private 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 Reparation benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

### Extensions

We will extend this section to provide the same cover:

1. to any person who is driving Your Vehicle with Your consent and who is not otherwise excluded from the policy cover;
2. for liability arising from an Accident caused by You while driving any other private vehicle, provided it does not belong to You and is not hired by You under a hire purchase or lease arrangement. No cover is provided for damage to the car being driven;
3. to Your employer whilst Your Vehicle is being driven with Your permission on Your employer's business; and
4. while any trailer or caravan is attached to Your Vehicle.

### Limits

We will pay up to \$1,000,000, including costs, in respect of any one Accident or number of accidents arising out of one event.

### Exceptions

**There is no cover:**

1. for damage to property (including vehicles) in Your or other driver's custody or control.

However damage to a disabled vehicle is being towed (other than for reward) and damage to the property of passengers is covered; or

2. if *You* or any person or organisation to whom this Section applies is entitled to indemnity under any other policy or fails to comply with the terms and conditions of this policy.

## Section 3 - Injury to you

3. 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.

### The cover

If *You* or *Your* spouse suffer bodily injury by violent Accidental external and visible means whilst travelling in the insured vehicle:

1. We will pay the following amounts (up to a maximum of \$2,000 during any one *period of cover*) provided such injury is the sole cause of any of the following within three calendar months of injury:
  - a. death \$2,000;
  - b. total and irrecoverable loss of the sight of an eye \$1,000;
  - c. total and irrecoverable loss of the sight of both eyes \$2,000;
  - d. total and permanent loss of the use of one hand or one foot \$1,000;
  - e. total and permanent loss of the use of both hands or both feet or of one hand together with one foot \$2,000; and
2. We will pay medical expenses incurred in connection with such injury up to the sum of \$200 per person during any one *period of cover*.
3. 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.

### Exceptions

There is no cover:

1. where death or bodily injury was caused by suicide or attempted suicide;
2. if the Insured named in the *Schedule* is not an individual;
3. in respect of persons younger than 21 or older than 70;
4. under more than one motor *Vehicle* insurance policy held with *Us*; or
5. where *Your Vehicle* cover is Third Party, Fire and Theft.

## General exceptions

The following exceptions apply to all sections of the policy (in addition to the specific exceptions noted in each section).

There is no cover under any part of this policy for any loss, damage or liability:

1. if **Your Vehicle is being used:**
  - a. other than in accordance with the description of Use; or
  - b. for hire or carrying of fare paying passengers; or
  - c. for testing in preparation for racing, pace-making, pace noting, trials, tests, demonstrations or on a race track at any time; or
  - d. outside of New Zealand;
2. if **Your Vehicle is being used or driven:**
  - a. in an Unsafe Condition.

For this Exception only, unsafe condition includes any condition:

- where *Your Vehicle* has been maintained contrary to the manufacturer's servicing recommendations for that *vehicle*; or
- as a result of which *Your vehicle* is not fit to deal with any peril likely to be encountered during the course of its normal operation;

**Provided:** This Exception will only apply if *You* or the person in charge of *Your Vehicle* was aware or with reasonable diligence ought to have been aware of the unsafe condition.

- b. by any person who is not the holder of a licence for the appropriate class and use applicable to the operation of *Your Vehicle* or its components, or who is breaching any condition of their licence;

**Provided:** This Exception will not apply if the driver had held, and is not disqualified from holding or obtaining, and actually obtains a licence, NOR if *Your Vehicle* is being used for the purpose of teaching a learner to drive if all requirements of the law are being complied with.

- c. by any person who:
  - is under the influence of any intoxicating substance or drug; or
  - has a proportion of alcohol in the blood which exceeds the legal limit. This Exception shall apply even though the driver may have died as a result of the *Accident*; or
  - has a proportion of alcohol in the blood which exceeds the legal limit; or
  - fails to supply a blood or breath sample as required by law; or
  - fails to stop, or remain at the scene, following an *Accident* as required by law;

**Provided:**

- a. a certificate of conviction of the driver may be used by *Us* as sufficient evidence for these Exceptions to apply where the offence was committed at the time of or following the *Accident*;
- b. a certificate of analysis of the driver's blood or a reading from an evidential breath testing device of the driver's breath may be used by *Us* as sufficient evidence of the driver's minimum blood or breath alcohol level at the time of the *Accident*.

Exception 2 shall not apply in respect of Loss which results from theft or conversion.

3. which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
4. if **Your Vehicle is in an unsafe or damaged condition unless You can prove that such condition did not cause or contribute to the loss or damage. Cover will still apply if You can prove that You and the driver were unaware of such condition and had taken all reasonable steps to maintain Your Vehicle in a safe condition;**
5. for any consequence of:

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection, military or usurped power; or
- b. confiscation or destruction by the order of Government or legally authorised entity; or
- c. radioactive material, contamination by radioactivity, nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel.

6. for any costs which can be recovered under the provisions of the Accident Insurance Act and its amendments.
7. arising from any intentional or reckless act or omission.

## Additional benefits

### Change of your vehicle

We will provide temporary cover on any private car which *You* purchase to replace *Your Vehicle* provided *You* tell *Us* within 14 days of the car's purchase and pay any extra premium which *We* may require. If the new car's purchase price is greater than \$50,000, *You* must tell *Us* immediately.

### One excess per event

Where a single event causes Loss or damage to property or items insured by *You* with *Us* under more than one insurance policy, only one policy excess shall apply. The amount of the excess shall be the highest excess of any excess applied by any of the policies affected.

The following additional benefits apply only where *Your Vehicle* is a private car to which the Comprehensive Wording applies:

### New car option

If the cost of repairing *Your Vehicle* is greater than 60% of its Market value and it is less than one year old and it has travelled less than 15,000 kilometres, *We* will, at *Your* option, replace it with a new vehicle of the same make, model and specification if it is available in New Zealand.

### Return home costs

Following Loss for which there is a valid claim under this policy:

If *Your Vehicle* cannot be driven, *We* will pay the actual reasonable costs of transporting *You* and *Your* immediate family to *Your* home. The maximum amount payable in one *Period of cover* will be \$500.

*We* will also pay the costs of returning *Your Vehicle* to *Your* home following its repair or if it was stolen, following its recovery.

### Keys and Locks

Where any key giving access to *Your Vehicle* is stolen or believed on reasonable grounds to have been duplicated without proper authority, this insurance extends to include the costs reasonably incurred in altering or replacing locks or replacing their keys. Any payment will be limited to \$250 in any *period of cover*. All other policy terms, conditions and exceptions shall apply.

### Trailers

Section 1 also covers any trailer owned, hired or leased by *You* but excluding the following:

1. caravans or boat, horse or camper trailers;
2. the contents of any trailer;
3. trailers which are insured by another policy; and
4. trailers which cannot be drawn by *Your Vehicle*.

The maximum amount payable in respect of any trailer is \$1,000.

## Policy Conditions

### 1. Claims

- a. On the happening of any event which may give rise to a claim under this policy *You* must:
  - i) immediately notify *Us* of such event by contacting Go Cover Ltd and by providing written details on *Our* claim form;
  - ii) take all reasonable steps to minimise the extent of Loss;
  - iii) immediately send *Us* via Go Cover Ltd any communications which *You* receive in relation to an event which may give rise to a claim;
  - iv) obtain *Our* consent before proceeding with repairs (other than for replacement or repair of window glass);
  - v) make *Your Vehicle* available for inspection by *Us*;
  - vi) provide all proofs, information and other evidence and otherwise give all possible assistance that *We* may require; and
  - vii) in the case of loss by theft, burglary or vandalism advise the Police immediately.
- b. *You* shall not without *Our* written consent incur any expense or negotiate pay settle or admit or repudiate any claim;
- c. *You* or anyone else entitled to cover under this policy must tell *Us* immediately if *You* or they are charged with any offence in connection with the use of *Your Vehicle*, or any other private vehicle which resulted in Loss of property or *Bodily Injury* to another person.
- d. *You* or anyone else entitled to cover under this policy must obtain *Our* agreement before *You* or they negotiate, offer to pay or pay any *Repairation*, including but not limited to, offers made as part of any case management conference or sentencing hearing.
- e. *We* shall be entitled at *Our* expense and in *Your* name to take any proceedings necessary to obtain relief from any other party and to take over and conduct the defence and settlement of any claim. *You* must provide all reasonable assistance and co-operation.
- f. if *Your Vehicle* is mortgaged or secured by any other financial agreement, *We* may make payment for any loss direct to the interested party. This will meet *Our* obligations under this policy.

### 2. Other Insurance

This policy does not cover loss or liability where cover is already provided by other insurance. *We* will not contribute towards any claim under any other policy.

### 3. Cancellation

*We* may cancel this policy at any time by sending a letter to this effect to *You* at *Your* last known postal address. The cancellation will take effect at 4:00pm on the 7th day after the letter has been sent. *We* will refund the unused part of *Your* paid premium. *You* may cancel this policy by giving written notice to *Us*. *We* will refund 80% of the unused part of *Your* paid premium. No refund will be given for the policy cancellation if *Your Vehicle* is damaged beyond economical repair or stolen and not recovered.

### 4. Truths of Statements and Fraud

All statements made by *You* or on *Your* behalf either on the proposal form or otherwise in support of this policy or any claims must be correct in all respects. If any claim under this policy is in any respect fraudulent all benefits will be forfeited.

### 5. Breach of Policy Terms and Conditions

No claim shall be payable where any person, including those entitled to indemnity under this policy, breaches the policy terms and conditions.

### 6. Duty of Disclosure

*You* must tell *Us* everything that may be relevant to *Our* decision to issue, renew or alter this policy.

### 7. Change in Circumstances

*You* must tell *Us* of any changes to any circumstances relevant to this policy as soon as *You* know about them.

### 8. Care of Motor Vehicle

*You* must take all reasonable steps to prevent and keep *Your Vehicle* safe from Loss and maintain *Your Vehicle* in good repair. *We* shall always have the right to examine *Your Vehicle*.

### 9. Modifications

*You* must tell *Us* of any modifications which have been made to the manufacturer's standard specifications for *Your Vehicle*.

### 10. Joint Insureds

Where this policy is issued in joint names, then this policy is a joint policy.

### 11. Jurisdiction

Cover under this policy applies in New Zealand only. *We* will not cover *You* for the cost of defending any legal proceeding brought under the jurisdiction of any court outside New Zealand, or for any other associated costs or damages

## Variations to Covers

This policy sets out the standard cover for *Your Vehicle*. The cover may be altered by one or more of the following clauses being applied. The *Schedule* will indicate which clauses if any apply and will note any other variations to the cover.

### Specified Driver Policy

When this Cover Type is noted on the *Schedule* against a particular motor vehicle, the policy covers the Main Driver plus up to two additional drivers, provided they are specified on the *Schedule*. Of the specified drivers named, only one can be under the age of 25. No other drivers are covered by this insurance except those specified on the *Schedule*.

### Named Driver Policy

When this clause is noted on the *Schedule* against a particular vehicle, the amount shown as the unnamed driver excess on the *Schedule* will apply as an excess if the vehicle is being driven by any person other than those listed on the *Schedule*.

### Windscreen Extension

Where the Cover Type is noted as "Comprehensive" on the *Schedule* against a particular motor vehicle, claims for breakage of windscreen, sun-roof or window sustained without other damage to *Your Vehicle* will be subject to an excess of \$100 and the maximum *We* will pay will be \$1,000. Any payment under this clause will not affect any No Claim Bonus to which *You* may become entitled.

### Increased Theft Excess

When this clause is noted on the *Schedule* against a particular vehicle, all claims for theft or conversion or attempt thereof, will be subject to an excess as specified in the *Schedule*. This replaces all other excesses which may have applied to loss arising from theft.

### No Claims Bonus Entitlement

Proof of no claims bonus must be provided in the event of a claim otherwise policy will be subject to additional \$300 excess.