

Third Party Cover

Underwritten by
AMI Insurance Limited



What you need to know about your policy

This page is an introduction to the policy, intended to help you understand its terms. It does not form part of the policy itself.

Thank you for choosing to insure with CLIC Car Insurance. This document is your insurance policy, which sets out the terms of your insurance cover. If you have any questions at all, please call us on 0800 CAR LOVE (0800 227 5683) and we'll be happy to help.

● What this policy covers – pages 2-3

page 2
cover for
accidental damage
to other people's
property

page 3
optional covers:
• glass breakage cover
• innocent party protection.

● What your responsibilities are – pages 6-7

We agree to provide you and your named drivers who will use your vehicle with insurance cover as long as certain conditions are met. If these conditions are not met we can decide not to accept a claim or to cancel or void your policy.

You must:

- do what you can to protect your vehicle against theft or damage
- let us know if you have had any speeding tickets, fines or other motoring or criminal convictions
- be truthful and correct in everything you tell us
- let us know if you modify your vehicle, or add any accessories
- let us know if there is any change of ownership or use of your vehicle or if there are any new drivers
- let us know if you change your address.

● What else you might like to know

Do I always have to pay an excess?

Your excess is the amount you must contribute as the first payment towards the cost of each claim you make. The policy schedule shows how much excess you have to pay. You won't have to pay any excess if:

- you make a glass claim and you have chosen the 'Glass breakage cover' (see page 3)
- you make a claim under 'Innocent party protection'.

Who is covered to drive my vehicle?

- you and your named drivers listed on the policy schedule, and who have a valid driver licence *
- if you require cover for any driver who is not listed on the policy schedule, please call us on 0800 CAR LOVE (0800 227 5683).

* There may be times when you are not covered. See pages 4-5, 'What is not covered by this policy' and the policy schedule.

About your insurance contract

- a. This policy forms part of the insurance contract between us and you.
- b. Your insurance contract consists of:
 - this policy
 - the proposal
 - the last policy schedule issued to you
 - the last premium notice or premium review notice issued to you.
- c. If you have chosen an **Octane** policy, as stated in the policy schedule, your insurance contract begins when we accept the proposal and the premium for the first insurance period is paid.
- d. If you have chosen a **NDURO** policy, as stated in the policy schedule, your insurance contract begins when we accept the proposal and the premium for the full period of insurance is paid.
- e. Your insurance cover ends at 4pm on the expiry date stated in the policy schedule or sooner if you or CLIC act to end your insurance contract.
- f. If you wish to continue your insurance cover after the expiry date, you will need to pay the renewal premium for the next insurance period before 4pm on the expiry date. If you do not pay the renewal premium, then no cover will be available from expiry.

The vehicle covered by this policy

- a. '**your vehicle**' means the motor vehicle described in the policy schedule and includes:
 - i accessories and modifications listed in the policy schedule, and
 - ii standard tools supplied by the manufacturer, or similar substitute tools, in **your vehicle**.

Important Note:

*Cover under this policy is provided on the basis that **your vehicle** has not been modified, and no accessories have been fitted since it was manufactured, except for those accessories and modifications you have disclosed on your proposal, or during the term of the policy, and which are listed in the policy schedule.*

What is covered by this policy

Cover if you damage other people's property

You are covered for your civil liability to pay for accidental loss of or damage to other people's property anywhere in New Zealand.

There are some circumstances when you are not covered – please refer to 'What is not covered by this policy' on pages 4-5, and any endorsements specified in the policy schedule.

1 Cover for civil liability

- a. You are covered for your liability to pay compensation for accidental loss or damage caused while you are using **your vehicle**.
 - b. You are covered for your liability to pay compensation for accidental loss or damage caused while you are using another motor vehicle:
 - i that is not owned by you, or
 - ii that is not under hire purchase to you, or
 - iii that is not hired, rented or leased by you.We will not cover damage to the motor vehicle you are using.
 - c. Your named driver is covered for his or her liability to pay compensation for accidental loss or damage caused while they are using **your vehicle**.
 - d. You are covered for your liability to pay compensation for loss or damage resulting from the use of your trailer, whether or not it is attached to **your vehicle**.
 - e. You or your named driver are covered for your liability to pay compensation for loss of or damage to the property of passengers in **your vehicle**, up to a maximum of \$1,000 for any claim or series of claims arising from one event.
 - f. You are covered for your liability to pay compensation for loss of or damage to any disabled motor vehicle you are towing, provided:
 - i you are using a motor vehicle to tow the disabled motor vehicle, and
 - ii you are not towing the disabled motor vehicle for any financial gain.
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2 What we will pay

- a. We will pay up to \$5 million for any claim or series of claims arising from any one event.
 - b. We will also pay reasonable legal expenses you incur that are first approved in writing by us.
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3 What we won't pay

- a. We will not cover liability for any loss or damage caused if:
 - i you, or your named driver, do not observe the terms and conditions of this policy, or
 - ii cover is excluded under 'What is not covered by this policy' on pages 4-5 or any endorsements specified in the policy schedule, or
 - iii you, or your named driver, have other insurance which covers the liability.
- b. We will not pay when you, or your named driver, have accepted or assumed liability, except to the extent liability would otherwise be imposed or implied by law.
- c. We will not pay for loss or damage to:
 - i any bridge, viaduct, weighbridge or road, or anything beneath them, by vibration or by the weight of the motor vehicle and load, or
 - ii any underground pipes or cables or other underground installations of any description caused directly or indirectly by a motor vehicle while carrying goods.
- d. We will not pay for loss or damage to other people's property in your, or your named driver's, custody or control unless:
 - i that property belongs to the passengers in **your vehicle**, or
 - ii it is a disabled motor vehicle that you are towing for no financial gain.
- e. We will not cover liability for personal injury or any financial loss suffered as a result of personal injury.

Optional policy covers

The following optional policy covers may be available if you pay an additional premium. The policy schedule states which optional policy covers apply.

- 1 Glass breakage cover**
- a. What we will pay under this cover:**
- i** Glass on **your vehicle** is covered for accidental breakage.
 - ii** 'glass' means side and back window glass, windscreens and sunroofs only.
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- 2 Innocent party protection**
- a. What we will pay under this cover:**
- i** If you have chosen this option, **your vehicle** is covered for any sudden and unexpected physical loss or damage arising from a crash with another motor vehicle that occurs anywhere in New Zealand, provided that you or the named driver using **your vehicle** were not at fault and did not cause the crash.
 - ii** We will only pay for damage to **your vehicle** if:
 - we can confirm that the driver of **your vehicle** was completely free of blame, and
 - you give us the registration number of the other motor vehicle and the name and address of the driver, and
 - the driver of the other motor vehicle is uninsured and acknowledges their involvement in the crash to us.
 - iii** If **your vehicle** is damaged and is economically repairable, we will pay to repair it to substantially the same condition it was in before the damage occurred up to \$3,000.
 - iv** The maximum we will pay for any part is the market value of the part or its closest available New Zealand equivalent, or the cost of having that part made in New Zealand, whichever is less.
 - v** If **your vehicle** is damaged beyond economic or safe repair, we will pay you the market value of **your vehicle** up to \$3,000, provided you transfer ownership of **your vehicle** to us. You will need to pay any outstanding road user charges or registration fees.
- b. If **your vehicle** is damaged so that it is unable to be driven, and provided we agree to pay your claim under 'Innocent party protection', we will pay reasonable costs to move it to the nearest repairer or another secure place.**
- c. What we won't pay under this cover:**
- i** There is no cover if you or the named driver were at fault and caused the crash, or if any of the clauses under 'What is not covered by this policy' or any endorsement specified in the policy schedule apply.
 - ii** We will not pay to repair or replace any part that was not damaged.
 - iii** We will not pay to airfreight, or pay for express delivery of, a part to New Zealand from overseas.
 - iv** We will only pay to repaint areas of **your vehicle** that actually suffered damage in the event claimed for, and we will do our best to make sure that the repairer matches existing paint. If the repairer cannot match the existing paint work, we will not pay to repaint undamaged areas of **your vehicle**.

What is not covered by this policy

You should also refer to any endorsements specified in the policy schedule.

- 1 No cover for driving with alcohol**

 - a.** There is no cover if, at the time of any event giving rise to a claim, the person driving or in charge of the motor vehicle:

 - i** has an excess breath alcohol or blood alcohol concentration under the Land Transport Act 1998, whether or not a conviction is entered against that person, or
 - ii** fails or refuses to permit a breath test or specimen of blood to be taken after having been lawfully required to do so.
 - b.** This clause does not apply if the person driving or in charge of the motor vehicle stole or converted the motor vehicle and you have made a complaint to the Police.

- 2 No cover for driving with drugs**

 - a.** There is no cover if, at the time of any event giving rise to a claim, the person driving or in charge of the motor vehicle:

 - i** is under the influence of any drugs, solvents or other intoxicating or mind altering substances.
 - b.** This clause does not apply if the person driving or in charge of the motor vehicle stole or converted the motor vehicle and you have made a complaint to the Police.

- 3 No cover for unlicenced drivers**

 - a.** There is no cover if the person driving or in charge of the motor vehicle is:

 - i** not legally allowed to drive in New Zealand, or
 - ii** not driving according to the conditions of their driver licence.
 - b.** This clause does not apply if the person driving or in charge of the motor vehicle stole or converted the motor vehicle and you have made a complaint to the Police.

- 4 No cover for unsafe vehicles**

 - a.** There is no cover if the motor vehicle is being used in an unsafe or damaged condition, unless you can prove to us that:

 - i** the person using the motor vehicle was not aware that it was unsafe or damaged, and had taken all reasonable steps to keep the vehicle in a roadworthy and safe condition, or
 - ii** the condition of the motor vehicle did not contribute to the loss or damage.
 - b.** There is no cover if the motor vehicle is designed to carry goods and is overloaded.

- 5 No cover for mobile phone use**

 - a.** There is no cover if, at the time of any event giving rise to a claim, the person driving the motor vehicle is using a mobile phone or portable electronic device, unless you can prove to us that the use of the mobile phone or portable electronic device did not cause or contribute to the loss or damage.

- 6 No cover for certain uses**

 - a.** There is no cover if the motor vehicle is:

 - i** being used as part of an illegal or criminal activity or enterprise, or
 - ii** being used for any purpose on a motor sport race track, or
 - iii** being tested for, or taking part in, any motor sport event or demonstration including race, pace making, reliability trial or speed test, or
 - iv** being used in a street race or drag race, or
 - v** being used for drifting, tail sliding, wheel spinning or similar stunt, or
 - vi** being used in connection with the spillage of a lubricant on a road or other hard surface, or
 - vii** being used recklessly or deliberately to cause damage to other people's property or to cause injury to another person.

This clause does not apply if the person driving or in charge of the motor vehicle stole or converted the motor vehicle.

What is not covered by this policy continued

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- No cover for certain uses (continued)**
 - b.** There is no cover if the motor vehicle is being used for commercial purposes to:
 - i** carry fare-paying passengers, or
 - ii** carry goods for financial gain, or
 - iii** undertake driving instruction for financial gain.
 - c.** There is no cover if the motor vehicle is let out on hire or you lease it to another person.
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- 7 No cover for financial loss**
 - a.** There is no cover for:
 - i** loss of income or additional costs you incur from not having the use of **your vehicle**, or
 - ii** consequential loss, or
 - iii** depreciation or reduction in value of **your vehicle**.
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- 8 No cover for certain types of damage**
 - a.** There is no cover for any damage to **your vehicle** that was your fault.
 - b.** There is no cover for:
 - i** wear and tear, deterioration, rust, corrosion, or
 - ii** any existing or inherent defect, or
 - iii** loss or damage caused directly or indirectly by inadequate or unsuitable filtering, cooling, fuel or lubrication.
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- 9 No cover for certain events**
 - a.** There is no cover for loss or damage caused, directly or indirectly, by the following events:
 - i** war, invasion, act of foreign enemy, hostilities (whether or not war is declared) civil war, rebellion, revolution, insurrection, military or usurped power, or
 - ii** radioactive material or its use, the existence or escape of any nuclear fuel, material or waste, or
 - iii** impoundment, confiscation, disposal or destruction by order of Government, or public or local body, any court or tribunal, or Police or other enforcement agency, or
 - iv** lawful seizure, confiscation, repossession or disposal by a court, security interest holder, or previous owner, or any bailiff or agent on their behalf.

Your excess

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- 1 What you must pay (your excess)**
 - a.** Your excess is the amount you must contribute to the cost of any claim you make. The policy schedule states the excess that applies.
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- 2 No excess**
 - a.** You do not have to pay an excess for any claim under:
 - i** 'Glass breakage cover' (see page 3), or
 - ii** 'Innocent party protection' (see page 3).

Claims

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- 1 If you need to make a claim**

These are your responsibilities when making a claim. If you do not fulfil these responsibilities we can decide not to accept a claim.

 - a.** If it is likely that you will make a claim, you must contact us immediately. You may be asked to fill out a claim form.
 - b.** You must get our permission before you arrange for any repairs or incur any expense in respect of any claim.
 - c.** You must do what you can to prevent any further loss or damage.
 - d.** You must make **your vehicle** available for inspection by us.

Third Party Cover

Claims continued

If you need to make a claim (continued)

- e. You must immediately tell us of any communication you receive that relates to an event which has resulted, or could result, in a claim.
 - f. You must provide us with any further information, documents or authorities that we may ask for.
 - g. You must help us as we require, including after your claim is settled. This may involve attending a court or tribunal to give evidence.
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2 Your rights

- a. You are entitled to:
 - i have your claim acknowledged and dealt with in a professional and efficient manner, and
 - ii receive a fair settlement of your claim as quickly as circumstances allow, or
 - iii receive a clear explanation of why any claim has not been met, and
 - iv have free access to our formal complaints procedure (see 'General policy information' on page 8),
 - v have free access, if eligible, to an independent review by the Insurance & Savings Ombudsman.
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3 Our rights

- a. We are entitled to:
 - i inspect **your vehicle** and any other motor vehicle involved in the claim, and
 - ii deal with any salvage in a reasonable manner, and
 - iii settle any claim against you for anything covered by this policy, and
 - iv defend you and take legal action in your name against anyone else for anything covered by this policy, and
 - v obtain and complete all necessary documents and authorities as your agent.
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4 If you have other insurances

- a. There is no cover under this policy if another insurance policy applies to cover, whether in whole or in part, the loss or damage, or liability claimed for. We will not make any contribution towards a claim made under any other insurance policy.

Your responsibilities

These are your responsibilities as a policyholder. If you do not fulfil these responsibilities, we can decide not to accept a claim or to cancel or void your policy.

1 Protecting your property

- a. You, and the person using **your vehicle**, must take every care to ensure that **your vehicle** is kept safe and is protected from possible loss or damage.
 - b. You, and the person using **your vehicle**, must ensure **your vehicle** is only used when it is in a roadworthy and safe condition.
 - c. You must ensure that **your vehicle** is registered and has a current warrant of fitness or certificate of fitness at all times.
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2 Accuracy of your statements

- a. Your insurance contract is based on the information you, or someone on your behalf, supplies to us. All information supplied, at any time and for any purpose, must be truthful and correct.
- b. You must tell us about any circumstance that may affect:
 - i our decision whether to accept your proposal and on what terms,
 - ii our decision whether to renew or continue your contract of insurance,
 - iii our decision whether to reinstate your contract of insurance, or
 - iv any claim made under this policy.
- c. If you do not disclose all the information you should have, or if part of the information supplied is untruthful or incorrect, we may act to avoid your contract of insurance or may refuse to meet your claim.
- d. If you make a fraudulent claim, the contract of insurance will be void.

Your responsibilities continued

3 Keeping us informed

- a. You must immediately tell us if:
 - i you sell **your vehicle** or if another person's financial interest in **your vehicle** is created, increased or extended, or
 - ii any accessories or modifications, whether replacement or additional, are fitted to **your vehicle**, or
 - iii you are charged with or convicted of any traffic or criminal offence, or
 - iv your driver licence is suspended or you are disqualified from driving for any period, or
 - v **your vehicle** is seized, confiscated or repossessed.
- b. The policy schedule will state whether **your vehicle** is insured for private or commercial use. You must immediately tell us if the use changes.
- c. We will review the terms of your insurance contract, on each anniversary date or earlier at our option. You will be asked to check, correct and update the information disclosed in your proposal.

Changing or ending your policy

1 Changing your policy

- a. You can ask to change your policy at any time. We must agree in writing to any changes and any additional premium must be paid before the changes become effective.
- b. We can change the terms of your policy at any time. If this happens we will write to you at your last known postal address. Any changes will become effective from 4pm on the 7th day after the date of the letter.

2 Ending your policy

- a. You can cancel your policy at any time. You will need to supply to us the written consent of any person or company holding a security interest in **your vehicle**.
 - i If you have chosen an **Octane** policy, as stated in the policy schedule, there will be no refund of the premium paid for the insurance period during which your notice of cancellation is effective. If you have paid the premium in whole or in part for a future insurance period, which has not yet begun, that premium will be refunded in full.
 - ii If you have chosen a **NDURO** policy, as stated in the policy schedule, we will refund the unused part of your premium less an administration charge of 20% of the unused part of your premium.
- b. We can cancel your policy at any time by giving you 14 days' written notice at your last known postal address. This cancellation will be effective from 4pm on the 14th day after we post the notice. If this happens we will refund the unused part of your premium.
- c. Your policy will cease if we pay out the total sum insured or market value of **your vehicle** on a claim. If this happens, there will be no refund of premium.
- d. Your policy will cease immediately if you sell **your vehicle** or your interest in **your vehicle** ceases.
 - i If you have chosen an **Octane** policy, as stated in the policy schedule, there will be no refund of the premium paid for the insurance period during which **your vehicle** is sold. If you have paid the premium in whole or in part for a future insurance period, which has not yet begun, that premium will be refunded in full.
 - ii If you have chosen a **NDURO** policy, as stated in the policy schedule, we will refund the unused part of your premium less an administration charge of 20% of the unused part of your premium.

General policy information

Disputes	We have a formal complaints procedure to help resolve any aspect of our policies or our service that you are unhappy with. For information, please call us toll free on 0800 CAR LOVE (0800 227 5683).
Joint insured	If this policy is issued to more than one person, then the contract of insurance is joint. This means that if one person does, or fails to do, something which breaches the policy or forfeits the right to cover, no cover will be available for any person under the policy.
Receipts and other ownership documents	We recommend that you keep all receipts and other documents that confirm your ownership of the property covered under this policy.
Goods and Services Tax	All amounts referred to in this policy include any GST that may apply.
Dollar amounts	Any dollar amount stated in this policy or in the policy schedule is in New Zealand dollars.
Words in italics	Any words in italics do not form part of the policy and are provided by way of explanation only.
Statutes	Any reference to a statute or regulation, includes an amendment, or replacement or substitute statute or regulation.

Definitions

In this policy some words have special meanings. Wherever these words are mentioned in this policy they mean:

accessories	means automotive extras or improvements fitted to your vehicle by the manufacturer or vehicle dealer, or fitted by you or any previous owner, with a market value of more than \$500 per item, or which collectively have a market value of more than \$1,000.
market value	is the retail value immediately before the event claimed for.
modifications	means changes or alterations from the manufacturer's specifications for your vehicle .
motor vehicle	means a car, four-wheel drive vehicle, or utility, van or truck with a gross weight less than 3,500 kg.
named driver	means the person or persons listed in the policy schedule as named drivers.
policy schedule	means the last policy schedule issued to you.
total sum insured	means the total sum insured stated in your policy schedule.
trailer	means any general use trailer but does not include boat trailers, caravans, camper trailers or horse floats.
we, us or our	means CLIC Car Insurance Limited and AMI Insurance Limited, the underwriter.
you or your	means the person or persons or corporate body named as the policyholder in the policy schedule .

If you are unsure about any of the information contained in this policy, please call us on 0800 CAR LOVE (0800 227 5683). We will be happy to explain.

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0800 CAR LOVE

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