

FAQ

Perils Insured:	Accidental loss or damage to all vehicles, and Caravans vehicular and similar assets, owned, used, hired, leased or under the care custody and control of the Insured.
Legal Jurisdiction:	Subject to New Zealand legal jurisdiction and legal practice
Geographical Limits:	Anywhere in New Zealand including whilst in transit between the North, South and Stewart Islands of New Zealand.
Sums Insured:	Section 1: Own Damage - Market Value at the time of loss Section 2: Third Party Liability - \$10,000,000 Third Party property Damage Third Party Personal Injury
	Your Legal Liability – Section 2 This Section covers your liability at law, to indemnify third parties for their loss or injury in the event of accident, caused by, or in connection with your vehicle, including any person in or on, or getting in or on, or getting out of or off, your vehicle and while it is being loaded or unloaded. Our total liability shall not exceed the limit specified in the schedule in respect of any one claim or claims arising from any one accident. In addition to the limit specified in the schedule we will pay all costs and legal expenses in defending any claim arising out of an accident, cover under this Section.
Policy Wording:	Zurich V2 1/14
Main Exclusions	Exclusions – Section 1 Section 1 does not cover: <ol style="list-style-type: none">1. consequential loss, inconvenience, or any other resulting detriment of any kind.2. depreciation or loss of value.3. wear and tear, rust, corrosion, deterioration.4. mechanical, electrical or electronic, breakdown, failure or breakages.5. loss to any part or component of the engine, hydraulic or transmission systems resulting from Exclusions 3. and 4. above (e.g. incorrect A. gear change other than a genuine attempt to prevent collision or impact, servicing or error in lubricant). However resultant damage to B. any other part or component of your vehicle is not excluded by this Exclusion.6. loss to tyres or tracks by application of brakes or by punctures, tears or rips, cuts, splits or bursts unless caused at the same time as 1. other loss for which a claim is payable.7. loss arising from ingestion or entry of any foreign object into any agricultural implement or machine (e.g. tractor or hay bailer).8. loss arising from failure of, or defect or fault in the design or specification.9. any deductible applicable to each and every claim. Where more than one of your vehicle's is involved in the same accident, only the higher deductible will apply.

Exclusions – Section 2

Section 2 does not cover liability:

1. in connection with the bringing of a load to your vehicle or the taking away of a load from it.
2. for any property (including any road or land) arising from vibration caused by your vehicle or from the weight of the load carried by
3. your vehicle, or from the weight of your vehicle or from the combined weight of the load and your vehicle.
4. directly or indirectly caused while any component of your vehicle is being used or operated for the purpose for which it has been
5. designed (e.g. digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing,
6. levelling, hosing, pumping, spraying, vacuuming).
7. in respect of any property which belongs to you, or is in your care, custody or control, other than:
 - (a) personal baggage and wearing apparel of any passenger; or
 - (b) a building leased or rented by you; or
 - (c) a vehicle (not being your property or insured under Section 1 of the policy) which is being towed by your vehicle, however this
8. does not apply to vehicles which are towed or recovered for reward where your business includes a vehicle recovery service.
9. in respect of property, or death or injury to any person, who at the time of the accident, was in charge of your vehicle.
10. arising as a result of a judgment or order of any court outside New Zealand, or for any debt based on such judgment or order.
11. for any deductible applicable to your claim.

Policy Exclusions

General Exclusions

1. This policy does not cover any loss or liability:
while your vehicle is:
 - (a) being driven outside of the description of use.
 - (b) being driven in connection with:
 - (i) racing, pacemaking, reliability trial, hill climbing or speed tests, or being driven in preparation for any one of these activities
 2. such as pacenoting; or participating in any directly associated activity such as safety vehicle duties where the vehicle is
 3. required to be on the track or trackside; or
 4. (ii) advanced or high performance driver training events; or
 5. (iii) any stunt, or film, video or audio recording including the preparation thereof; or
 6. (iv) any experiment; or
 7. (v) recreational offroading which is not on a public road.
 - (c) being driven:
 - (i) on railway or tramway lines, tracks or cable; or
 - (ii) in any underground mine, quarry, tunnel (excluding public roads), excavation or cavity.
 - (d) being driven in any condition:
 - (i) where your vehicle has been maintained contrary to the manufacturer's servicing recommendations for that vehicle; or
 - (ii) as a result of which the vehicle is not fit to deal with any peril likely to be encountered during the course of its normal operation.

- Provided this Exclusion 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.
- Exclusions 1(a) to 1(d) shall not apply in respect of loss which results from theft or conversion.
 - being driven 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 Exclusion shall 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.
 - a. being driven by any person, who:
 - is under the influence of any intoxicating substance or drug;
 - or
 - b. has a proportion of alcohol in the blood which exceeds the legal limit (this Exclusion shall apply notwithstanding the driver may have died as a result of the accident); or
 - c. has a proportion of alcohol in the breath which exceeds the legal limit; or
 - d. fails to supply a blood or breath sample as required by law; or
 - e. fails to stop, or remain at the scene, following an accident as required by law.

Provided:

1. A certificate of conviction of the driver may be used by us as sufficient evidence for these Exclusions to apply where the offence
2. was committed at the time of or following the accident.
3. 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
4. used by us as sufficient evidence of the driver's minimum blood or breath alcohol level at the time of the accident.
5. incurred by you by virtue of an agreement and which would not have attached in the absence of such agreement.
6. for loss or damage to your vehicle caused by lawful seizure, confiscation, repossession or acquisition.
7. for death or injury which is recoverable or would have been recoverable under any statute or policy of insurance in substitution thereof.
8. which is directly or indirectly caused by:
 - a. war, invasion, act of foreign enemy, war-like operations (whether war be declared or not), civil war, rebellion, revolution,
9. insurrection, or military or usurped power; or
 - a. confiscation, nationalisation or destruction or damage to property by order of government, public or local authority; or
 - b. nuclear weapons material; or
 - c. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of
10. nuclear fuel. Solely for the purpose of this Exclusion, combustion will include any self-sustaining process of nuclear fission.
11. deliberately brought about by you.



12. for any exemplary damages. (Please refer to Policy Extension 11. 'Exemplary Damages').

Insurer:

Zurich Australia Insurance Ltd trading as Zurich New Zealand