



**Intermarque** Modern Classic Car Insurance Policy Wording



Welcome to Swann Insurance  
Thank you for selecting us as your insurer



## Contents

Your contract	2
Your duty of disclosure	2
14-Day review period	2
Reading your policy	3
Our agreement with you	3
Defined words	3
The use of the vehicle	5
The driver of the vehicle	5
Type of cover for the vehicle	6
Section one – Loss to your vehicle	6
Section one – Automatic extensions of cover	7
Section one – Optional extensions of cover	10
Section two – Protection against uninsured drivers	10
Section three – Laid up cover	11
What we will pay (applies to sections one, two and three)	11
Section four – Your legal liability	12
General exclusions	14
Claims	16
Making a claim	17
Other important duties	18
Other important information	18
Our service commitment	19
Guarantee on repairs	20

## Your contract

**Your** insurance policy is a contract between **you** and **us**. **Your** contract is made up of:

- The **application**.
- This policy wording.
- The **schedule**.

Together, these documents set out the terms and conditions of **your** policy.

It is **your** responsibility to make sure that all details in the **application** and on the **schedule** are correct.

## Your duty of disclosure

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

- whether to accept or decline **your application** for insurance; or
- the cost or terms of **your** insurance, including the **excess**.

If **you** breach this duty, **your** policy will be cancelled as if it had never existed and any premium **you** have paid will be returned to **you**. If **you** are not sure whether **you** need to disclose a particular fact, please ask **us**.

This duty of disclosure also applies each time **your** policy renews and when **you** make any change to it.

Some examples of what **you** must tell **us**:

- *if the vehicle has been modified in any way;*
- *if you, or anyone who may drive the vehicle, have had their drivers licence suspended or cancelled in the last 5 years;*
- *if you, or anyone who may drive the vehicle, have had any traffic offences, including speed camera fines (not parking tickets) in the last 5 years;*
- *if you have been convicted of a criminal offence in the last 7 years;*
- *if the vehicle will be used for business purposes;*
- *if there are any changes to who will drive the vehicle;*
- *if you move to a different address;*
- *if you have been declined or refused insurance in the last 5 years;*
- *if you insure the vehicle again with anyone else.*

## 14-Day review period

Please read **your** policy carefully. If **you** are not satisfied with **your** policy and **you** have not made any claims under it, **you** can cancel the policy but **you** must do so in writing within 14 days of the date **your** insurance cover started. If **you** do, **we** will return any premium **you** have paid.

## Reading your policy

To make it easy for **you** to understand **your** policy, **we** have included some comments in *italics*. Note, these do not affect or limit the meaning of the section they relate to.

Please also note that the headings in this policy wording are designed to help **you** find **your** way around it. **You** must not use them when interpreting the policy wording.

## Our agreement with you

In return for **you** paying the premium, **we** will provide the insurance cover set out in this policy and the **schedule**. **We** do so strictly on the basis that when applying for, or renewing, this insurance **you** satisfied **your** duty of disclosure and all information provided to **us** is true and correct.

## Defined words

**You** will notice that some words in **your** policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean below.

The definitions apply to the plural and any derivatives of the words.

*For example, the definition of 'Accidental' also applies to the words 'Accidentally' and 'Accident'.*

**Accessory** means a part of the **vehicle** not directly related to its function as a **vehicle**, including any:

- radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of the **vehicle**, and
- portable telephone that connects to a power source in the **vehicle**, and
- tools used solely for personal use and not used to earn an income, and
- car seat covers, floor mats or child car seats, and any item listed in the **schedule**.

**Accidental** means unexpected and unintended by **you** and anyone **using** the **vehicle**.

**Act of terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person(s) 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** means the information provided by **you** to **us** when **you** applied for this insurance.

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

**Computer virus** means 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** means 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** means a single event or a series of events which have the same cause.

**Excess** means the amount of **your** claim that **you** must pay. The amount of the excess is shown in either the **schedule** or in this policy wording.

**Loss** means physical loss or physical damage.

**Market value** means the reasonable cost to buy, immediately before the **loss** and on the retail market, a vehicle of a similar:

- year, and
- make, model and specification, and
- general condition (including mileage/hours),

as the damaged **vehicle**, including the value of any fitted equipment covered by this policy.

**Modification** means any change to the **vehicle** that is different to the manufacturer's original specification or recommendations.

*Examples include:*

- *changes to the engine, steering, performance, suspension, chassis, or*
- *body kits, paintwork, interior modifications, or*
- *tyres or wheels of the car, or*
- *a changed sound system valued at over \$1,000.*

**We** do not consider a conversion of the **vehicle** to run on CNG, LPG or Bio Gas to be a **modification** provided the **vehicle** has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.

**Named driver** means any driver listed on the **schedule** as a Named Driver.

**Period of cover** means the Period of Cover shown in the **schedule**.

**Race track or testing ground** means:

- a road or other surface which is used as a race track or testing ground;
- a public road (whether made or unmade) that, for the purpose of a race, rally, club day or like event, has temporarily been closed for use by the public generally.

**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.

**Schedule** means the latest version of the Schedule **we** issued **you** for this policy.

**Sum insured** means the sum insured shown in the **schedule**.

**Uneconomic to repair** means a total loss because the **vehicle** is:

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

**Use** means the driving, parking, garaging or storing of the **vehicle**.

**Vehicle** means the car described in the **schedule**, including any:

- standard tool supplied by the **vehicle's** manufacturer or a similar substitute tool, and
- **accessory** or spare part whilst in or on the **vehicle**, and
- **accessory** that has been temporarily removed from the **vehicle** for security purposes, cleaning or servicing.

**We** means Swann Insurance, a business division of IAG New Zealand Limited.

**You** means the person shown as the Insured in the **schedule**.

## The use of the vehicle

WHEN THERE IS COVER:

There is only cover under this policy if, at the time of the **loss**, the **vehicle** is being **used**:

1. for any private purpose, or
2. in connection with any business, profession or occupation other than as a:
  - a) salesperson, commission agent, service person or commercial traveller, or
  - b) courier driver, delivery person or taxi driver, or
  - c) stock or station agent, or
  - d) insurance representative, insurance agent or insurance broker, or
  - e) land or real estate agent, or
  - f) mortgage broker or mobile mortgage manager, or
  - g) member of a motor trade.

WHEN THERE IS NO COVER:

There is no cover under this policy if, at the time of the **loss**, the **vehicle** is being **used**:

1. to carry fare-paying passengers (other than when 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 practice for, or take part in, any race, rally, pace-making, reliability trial or speed test, or on any **race track or testing ground**.

## The driver of the vehicle

WHEN THERE IS COVER

There is only cover under this policy if, at the time of the **loss**, the driver of the **vehicle** is:

1. **you**, or
2. a **named driver**.

WHEN THERE IS NO COVER

There is no cover under this policy if, at the time of the **loss**, the driver of the **vehicle**:

1. does not hold a current driver's licence to drive the **vehicle** (if a licence is required), or
2. is in breach of a condition of their driver's licence.

## Type of cover for the vehicle

### COVER OPTIONS:

There are three cover options:

1. Full cover.
2. Laid Up cover.
3. Third Party Only cover.

The type of cover that applies to the **vehicle** will be shown in the **schedule**.

### FULL COVER

If **you** have purchased 'Full cover', and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section One – Loss to your Vehicle', and
2. 'Section Four – Your Legal Liability'.

### LAID UP COVER

If **you** have purchased 'Laid Up cover' and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section Three – Laid Up Cover'.

### THIRD PARTY ONLY COVER

If **you** have purchased 'Third Party Only cover' and it is shown in the **schedule**, then the policy provides the following cover:

1. 'Section Two – Protection against uninsured drivers', and
2. 'Section Four – Your Legal Liability'.

## Section one – Loss to your vehicle

### WHAT IS COVERED

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

### WHAT IS NOT COVERED

#### Mechanical or Electrical Breakdown

**You** are not covered for mechanical loss, electrical loss, or electronic loss.

However, this exclusion does not apply where that **loss** results:

1. in or from a fire, or
2. from a collision, overturning, immersion in water, a flood, intentional damage, theft or conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami.



## Tyre Damage

**You** are not covered for:

1. damage to tyres caused by braking, or
2. punctures, cuts or bursts to the tyres on the **vehicle**.

However, this exclusion 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) intentional damage.

## Wear and Tear, Depreciation and Loss of Use

**You** are not covered for:

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

**IMPORTANT: Please also read GENERAL EXCLUSIONS.**

## Section one – Automatic extensions of cover

### ALTERNATIVE TRANSPORT

**We** will contribute towards the reasonable costs incurred if **you** require a hire car following a **loss** covered by this policy while the **vehicle** 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 hire car through **our** approved supplier, and
- b) the hire car is a passenger car with a rating of no more than 2000cc, and
- c) **you** contribute \$20 per day (paid to **our** supplier when the hire car is obtained), and
- d) **you** pay all running costs.

**We** will contribute to the costs for up to 7 days and the most **we** will pay is \$750. If the **vehicle** is **uneconomic to repair**, cover under this extension ends when **we** settle **your** claim.

### EMERGENCY ACCOMMODATION

**We** will pay the reasonable costs of overnight accommodation for **you** and **your** passengers if the **vehicle** can no longer be driven following a **loss** covered by this policy.

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

### EMERGENCY REPAIRS

**We** will pay the reasonable costs for emergency repairs to be made to the **vehicle** following a **loss** covered by this policy if the repairs are essential to enable **you** to get to **your** destination or to a repairer. The most **we** will pay is \$500 for any **event**.

## EMERGENCY ROADSIDE ASSISTANCE

**We** will provide Roadside Assistance for the **vehicle** during the **period of cover**.

Roadside Assistance cover provides three call outs during any 12-month period to a maximum value of \$100 + GST per call out. 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.

No **excess** applies to this extension.

### Mechanical Breakdown Assistance

In the **event** of mechanical breakdown **we** will dispatch a service provider to attempt to mobilise **your vehicle**. If the problem causing the immobility is a minor mechanical or electrical breakdown, the service provider will attempt emergency mechanical or electrical repair at the roadside to rectify the problem.

### Towing

In the **event** that a **vehicle** suffers a breakdown and cannot be mobilised, **we** will tow the **vehicle** to the nearest Swann Insurance Authorised Repair Facility from the breakdown site.

If the Authorised Repair Facility is not open, the **vehicle** will be towed to a place of storage until the **vehicle** can be delivered to the nearest facility under the above criteria.

If at the time of breakdown the **vehicle** was towing a caravan, boat or trailer this **vehicle** will be towed or transported to the nearest Authorised Repair Facility or place of safety. Towing and storage costs for a caravan, boat or trailer will be **your** responsibility.

### Flat Battery

If the **vehicle's** battery is flat and **you** cannot start the **vehicle's** engine **our** service provider will arrange to restart **your** engine.

### Lost and Locked-in Keys

If **you** lock **your** keys in the **vehicle** or lose **your** keys, **our** provider will access the **vehicle**, or if appropriate, transport the **vehicle** to the nearest Swann Insurance Authorised Repair Facility.

### Change of Flat Tyres

If **you** require assistance changing a flat tyre **we** will dispatch a service provider to fit **your** spare wheel.

### Out of Fuel

If **you** run out of fuel **we** will dispatch a service provider to give **you** 5 litres of fuel without charge to **you**.

### Taxi Option

If **we** tow **your vehicle** due to a mechanical breakdown, **we** will reimburse one taxi ride to the value of \$50 including GST to enable the **vehicle** occupants to continue their journey. Any taxi fare charged in excess of this limit will be the occupant's responsibility.

### Emergency Co-ordination

In the event of an emergency **we** will assist **you** in arranging accommodation or transportation services. The cost of these services will be **your** responsibility.

## Accident, Theft, Vandalism and Collision Co-ordination

Following a motor vehicle accident, theft, vandalism or collision, **we** will provide advice and assistance. Towing and transportation services can be arranged at **your** expense in the event that the **vehicle** is either immobilised or unsafe to drive.

## Windscreen Repair Referral

In the event **your** windscreen is damaged **we** can refer **you** to the nearest approved windscreen repairer.

## Message Relay

In the event of a mechanical breakdown or accident, **we** can relay urgent messages to friends, family or business associates.

## Travel Delay

In the event of a mechanical breakdown or accident that delays the caller, **we** can co-ordinate the re-booking of pre-planned travel arrangements, or arrange alternative arrangements as directed.

## Legal Advice

**We** can provide access to legal advice (verbal only) on all matters arising from traffic and motor vehicle legislation, and matters arising from the use and ownership of **your vehicle**. This consultation service is provided at no cost to **you**.

## Emergency Personal Assistance

**We** will provide advice on cancellation of lost or stolen credit cards, cheques, passports and drivers licence.

## Medical Referral and Advice

Customers traveling away from their home base and in unfamiliar territory may, from time to time, find themselves in need of medical advice or treatment. **Our** medical team will provide appropriate advice and refer **you** to the nearest medical centre for treatment. Consultant and treatment fees are **your** responsibility.

## Exclusions for Roadside Assistance

Roadside Assistance will not assist if the **vehicle**:

1. has been left unattended, or
2. requires specialised salvage equipment, or
3. is not within easy access of a public road that is negotiable by a two wheel drive vehicle, or
4. cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
5. was being **used** for competitions or off-road activity, or
6. was involved in an **accident** or collision, except for cover provided under 'Accident, Theft, Vandalism, and Collision Co-ordination', or
7. was being misused,
8. is a towed vehicle such as a boat, trailer and caravan, or
9. exceeds 3,000kg.

## RETURN VEHICLE AFTER REPAIR OR THEFT

**We** will pay the reasonable costs to return the **vehicle** to **your** home address (or to any other place that **you** and **we** agree) after the **vehicle** has been repaired following a **loss** covered by this policy.

If the **vehicle** is recovered following theft or conversion, **we** will pay the reasonable costs to return the **vehicle** to the place from where it was stolen (or to any other place that **you** and **we** agree, such as **your** home).

## ROAD CLEARING COSTS

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

## TOWING COSTS

If the **vehicle** cannot be driven following a **loss** covered by this policy, **we** will pay the necessary and reasonable towing and rescue costs to remove the **vehicle** to the nearest repairer or place of safety.

## WINDSCREENS AND WINDOWS

No **excess** applies to the first claim in any one **period of cover** that is solely for **accidental loss** to windscreens or windows.

## Section one – Optional extensions of cover

The following optional policy extensions:

1. are only available if the **vehicle** is insured for 'Full cover', and
2. only apply if **you** have purchased the extension and it is shown in the **schedule**.

## EMERGENCY ACCOMMODATION FOLLOWING A BREAKDOWN

**We** will pay the reasonable costs of overnight accommodation for **you** and **your** passengers if **your vehicle** breaks down while **you** are participating in an organised Motor Enthusiast Club rally. **We** will not pay any accommodation costs incurred in the first 24 hours after the breakdown.

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

## PROFESSIONAL DRIVING COURSE

This policy is extended to cover **you** while **you** are **using** the **vehicle** to participate in a driving course that is designed to improve **your** driving skills. The course may be held on a public road or at a private specialist venue provided an instructor is present.

## WEDDING OR CHAUFFEUR DRIVEN HIRE

This policy is extended to cover the **vehicle** while it is being **used** to carry passengers for hire or reward in connection with a wedding or other chauffeur driven hire.

## Section two – Protection against uninsured drivers

**You** are covered for sudden **accidental loss** to the **vehicle** that happens during the **period of cover** in New Zealand (and transit between places in New Zealand), that is caused by an uninsured driver of another vehicle, as long as **you**:

1. give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
2. give **us** the correct registration number of the other vehicle or information **we** need to positively 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.

## Section three – Laid up cover

**You** are covered for sudden and **accidental loss** to the **vehicle** caused by:

1. fire, lightning or explosion, or
2. theft, or
3. storm or flood, or
4. vandalism or a malicious act, or
5. earthquake, volcanic eruption, geothermal activity, landslip or tsunami,

that happens during the **period of cover** and at the situation shown in the **schedule**.

## What we will pay (applies to sections one, two and three)

### REPAIRABLE DAMAGE

If **we** consider that the **vehicle** is economic to repair, **we** will at **our** option either:

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

### TOTAL LOSS

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

1. pay **you** the **market value** up to the **sum insured** shown on the **schedule**, or
2. replace the **vehicle** 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) the model and specification is available in New Zealand.

If **we** make a payment for a total loss:

1. This policy ends and **we** are entitled to the full premium for the **period of cover**. If **you** are paying **your** premium by instalments, **we** will deduct the amount of all instalments not paid (even if not yet due) for the current **period of cover** from the settlement of **your** claim.
2. **We** become the owner of the **vehicle**.

### UNAVAILABLE PARTS

If any part needed to repair **your vehicle** is not available in New Zealand, then the most **we** will pay is:

1. the amount it would cost for a competent repairer or manufacturer to make the part, as determined by **our** assessor, plus
2. the estimated reasonable cost of having the part fitted to the **vehicle**.

## Section four – Your legal liability

### YOUR LEGAL LIABILITY

**We** will cover **you** for **your** legal liability and legal costs and legal expenses arising from:

1. **accidental loss** to anyone else's property (including loss of use), or
2. **accidental bodily injury** to any person,

happening during the **period of cover**, and in connection with **your use** of a vehicle in New Zealand.

### GENERAL AVERAGE

**We** will cover **you** for general average or salvage charges that **you** must legally pay as a result of the **vehicle** being carried by ship between places in New Zealand during the **period of cover**.

### NAMED DRIVERS' LIABILITY

**We** will cover the legal liability and legal costs and legal expenses, and liability to pay **reparation**, of any **named driver**, caused in connection with their **use** of the **vehicle** in the same manner as **we** cover **you**, provided:

1. the **named driver** had **your** permission to **use** the **vehicle**, and
2. the **named drivers'** liability is not covered by any other insurance, and
3. the **named driver** meets all the same terms of this policy that **you** must meet.

### REPARATION

**We** will cover **you** for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of cover** in connection with **your use** of the **vehicle**, or any other private vehicle, provided that **you** had the owner's permission to **use** the **vehicle**, in New Zealand (including transit between places in New Zealand),

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 the **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 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 benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

## VICARIOUS LIABILITY

**We** will cover **your** employer's vicarious liability while **you**, or by any other employee who has **your** permission, are **using** the **vehicle** for **your** employer's business purposes, provided:

1. **your** employer's vicarious liability is not covered by any other insurance, and
2. any other employee **using** the **vehicle** meets all the same terms of this policy that **you** must meet.

## WHAT IS NOT COVERED

1. **You** are not covered for liability, including liability to pay **reparation**, for **loss** to any property:
  - a) owned by **you** or anyone **we** cover under this policy and who claims under this policy, or
  - b) in **your** care or in the care of anyone **we** cover under this policy, unless the property is:
    - i) a disabled vehicle being towed for free by the **vehicle**, or
    - ii) clothing, personal effects and luggage being carried by, and belonging to, any passenger in the **vehicle**, or
  - c) being carried by, or loaded into, or unloaded from, the **vehicle** or a caravan or trailer attached to the **vehicle** other than specified under b) ii) above.
2. **You** are not covered for liability under a contract or agreement unless **you** would have been otherwise liable at law.
3. **You** are not covered for:
  - a) any fine or penalty, or
  - b) any punitive or exemplary damages.
4. **You** are not covered for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament.
5. **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:
  - a) during the **period of cover**, and
  - b) is caused by a sudden **accidental event** that happens during the **period of cover**.

## WHAT WE WILL PAY

### For Property Damage

**We** will pay:

1. liability, including liability to pay **reparation**, for **loss** to property, and
2. reasonable defence costs and expenses incurred with **our** approval, and
3. costs awarded against **you** by a Court.

The most **we** will pay in total is \$20,000,000 for any **event**, and **you** do not have to pay an **excess**.

## For Bodily Injury

**We** will pay:

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

The most **we** will pay in total is \$1,000,000 for any **event**, and **you** do not have to pay an **excess**.

## For Bodily Injury and Property Damage

The most **we** will pay in total for any claim for property damage and **bodily injury** is \$20,000,000 for any **event**.

## Settlement of any Claim

If **we** pay:

1. the full amount under this part of the policy, or
  2. any lesser amount for which the liability can be settled, plus defence costs already incurred,
- this will meet all **our** obligations under this part of the policy.

## General exclusions

This section explains things this policy does not cover in addition to those already mentioned in the previous sections.

### ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There is no cover under this policy if, at the time of the **loss**, 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 they must legally do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent that they are incapable of having proper control of the **vehicle**, or
4. fails or refuses to stop, or remain at the scene, following an **accident** (as required by law).

This does not apply if the **vehicle** has been stolen or converted, as long as **you** lay a complaint with the police.

### CONFISCATION

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

### INTENTIONAL OR RECKLESS ACTS

**You** are not covered for any **loss** or liability arising from any intentional or reckless act or omission.

### LOSS OF ELECTRONIC DATA – COMPUTER VIRUS

**You** are not covered for **loss** of **electronic data** and any liability arising from it, connected in any way with a **computer virus**. This includes loss of use, reduced functionality or any other associated loss or expense in connection with the **electronic data**.



## MODIFIED VEHICLE

There is no cover under this policy if the **vehicle** has been **modified**, unless details of all the **modifications** have been given to **us** and **we** have agreed in writing to continue cover.

## NUCLEAR AND WAR RISKS

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

1. operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:
  - a) the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices, or
  - b) the use, handling or transportation of:
    - i) radioactive material, or
    - ii) any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, an act of a foreign enemy, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, rebellion or revolution, or
3. civil commotion assuming the proportions of or amounting to an uprising, insurrection or military or usurped power.

## TERRORISM

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

1. an **act of terrorism**, regardless of any other cause or **event** contributing to the **loss**, damage injury, illness, liability, cost or expense, or
2. any action taken to control, prevent, suppress or do anything else in relation to an **act of terrorism**.

## UNLICENSED DRIVERS

There is no cover under this policy if the driver of the **vehicle**:

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

This does not apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

## UNSAFE OR UNROADWORTHY

There is no cover under this policy if, at the time of the **loss**, the **vehicle** was being **used** in an unsafe or unroadworthy condition and:

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

# Claims

## EXCESS

If **you** claim under this policy, **you** must pay any applicable **excess(es)** set out in the **schedule** and/or the policy.

## TYPES OF EXCESS

There are three types of **excess** that apply to this policy.

- Basic Excess
- Age Excess
- Theft Excess

The **excess you** must pay is the total of the relevant **excess** amounts applicable to the claim, unless otherwise stated.

### Basic Excess

The basic **excess** is the standard **excess** and applies to every claim **you** make, unless otherwise stated in this policy. The basic **excess** is shown in the **schedule**.

### Age Excess for Under 25 year old Drivers

The age **excess** is based on the age of the driver of the **vehicle** at the time of the **loss**.

An **excess** of \$400 applies to any driver who is under 25 years of age.

An age **excess**, will not apply if:

1. the **vehicle** was not being driven at the time of the **loss**, or
2. the **vehicle** has been stolen or converted, as long as **you** promptly lay a complaint with the police.

### Theft Excess

The theft **excess** will apply if the **vehicle** is stolen or is damaged as a result of theft or an attempted theft. The theft **excess** is shown in the **schedule**.

## WHEN YOU DO NOT HAVE TO PAY THE EXCESS

If **you** have purchased 'Full cover' and it is shown in the **schedule**, any **excess** shown in the **schedule** or in this policy, will not apply if the driver of another vehicle causes **loss** that is covered by this policy, as long as **you**:

1. give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
2. give **us** the correct registration number of the other vehicle or information **we** need to positively 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.

# Making a claim

## WHAT YOU MUST DO

**You** must do all of these things as soon as **you** know about any **event** likely to result in a claim under this policy:

1. take reasonable steps to minimise any loss or liability, and
2. take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses, and
3. report any burglary, theft, arson or intentional damage to the Police, and
4. tell **us** about the **event**, and
5. let **us** know immediately if **you** receive any request, demand or communication in relation to the **event**, and pass any written document to **us**, and
6. tell **us** immediately if **you** or anyone else entitled to cover under this policy is charged with any offence in connection with the **use** of the **vehicle**, or any other private vehicle, which resulted in **loss** of property or **bodily injury** to another person.

## WHAT YOU MUST NOT DO

1. Dispose of any property which is part of a claim.
2. Start repairs until **we** give permission, unless repairs are necessary to minimise the **loss** or liability.
3. Admit fault or responsibility.
4. Start any legal proceedings unless **we** give permission.
5. Do anything which may prejudice **our** ability to defend any claim made against **you** or make recovery of the loss from any person responsible.
6. Abandon **your vehicle** or any other property to **us**.
7. Negotiate, offer to pay or pay any **reparation**, including but not limited to, offers made as part of any case management conference or sentencing hearing.

## WHAT YOU MUST DO IF WE ASK YOU TO

1. Complete **our** Claim Form and return it to **us** within 30 days.
2. Let **us** inspect the **vehicle** or other property involved.
3. Obtain more than one estimate of the cost of repairs, including one from a repairer **we** choose.
4. Give **us** any information or help **we** reasonably require to support the claim.
5. Provide a statutory declaration to verify the loss or liability, or submit to cross-examination under oath by any person **we** nominate.
6. Authorise another party to disclose to **us** personal information about **you**.

## WHAT WE MAY CHOOSE TO DO ONCE WE HAVE ACCEPTED A CLAIM

1. Act in **your** name and on **your** behalf to negotiate, defend or settle any claim.
2. Take over any legal right of recovery **you** have, and exercise it for **our** own benefit. **We** will pay for this. **You** must give **us** any information or help **we** reasonably require to do this.
3. Keep any property **we** have paid a claim for, including any proceeds if it is sold, unless **you** have purchased the 'Total Loss Salvage Rights' optional extension of cover and it is shown in the **schedule**.

## THINGS YOU MUST DO AFTER WE PAY A CLAIM

1. Tell **us** if any lost or stolen property which was part of the claim is found or recovered, and hand it over to **us** if **we** request it.
2. Tell **us** if any person is ordered to make reparation to **you** for any loss or cost which is part of the claim, and reimburse **us** for that payment as soon as **you** receive any reparation.

## Other important duties

This applies to all parts of this policy.

### COMPLYING WITH THIS POLICY

**You** and anyone else covered under this policy, must comply with this policy.

If any of the terms of this policy are breached, **we** have the sole discretion to decline any claim **you** make – either the whole claim or part of it.

### REASONABLE CARE

**You** must always take reasonable care to avoid circumstances that could result in a claim.

**You** will not be covered if **you** are reckless or grossly irresponsible.

### TRUE STATEMENTS AND ANSWERS

The **application** is the basis of this 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 a claim under this policy.

## Other important information

This applies to all parts of this policy.

### ACTS OF PARLIAMENT

Any reference to an Act of Parliament in this policy includes a reference to any Regulations, Rules or By-Laws made pursuant to that Act, Amendments to it and any Act passed in its place.

### CANCELLATION

**You** can cancel this policy by giving notice to **us**. **We** will return any unused premium that **you** have paid.

**We** can cancel this policy by giving notice in writing or by electronic means at the last known address **we** have for **you**. **Your** policy will be cancelled on the 14th day after the date of the notice. If **we** cancel the policy, **we** will return any unused premium **you** have paid on a pro rata basis.

If **we** pay a total loss this policy ends at the date of the payment and no refund of premium will be paid.

### CHANGES IN CIRCUMSTANCES

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

1. **modifications** to the **vehicle**, or
2. material changes that might alter the nature of the risk insured or increase the chance of a claim under this 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 insured' refers to both:*

- a) *the actual property or liabilities covered (known as physical hazard), and*
- b) *you or other persons covered by this policy (known as moral hazard).*

## CHANGE OF TERMS

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

## COMPLYING WITH THIS POLICY

**We** will not pay any claim unless **you**, or any person who acts on **your** behalf, complies with this policy. This also applies to any other person who can claim under the policy.

## CURRENCY AND GST

Any amount shown in this policy or the **schedule** is in New Zealand dollars and includes GST.

## DISPUTES

The law of New Zealand applies to this policy, and the New Zealand Courts have exclusive jurisdiction to determine any dispute about it.

## INSURANCE LAW REFORM ACT

The conditions, obligations and exclusions in this policy are subject to the Insurance Law Reform Act 1974.

## JOINT INSURANCE

If the Insured shown in the **schedule** is more than one individual, then the persons named are jointly insured. A breach of this policy by any of these persons will be treated as a breach by all of them.

**We** may choose to pay any claim in full to the person who is named first in the **schedule**, and this will meet all **our** obligations under this policy for that claim.

## OTHER INSURANCE

**You** must tell **us** as soon as **you** know about any other insurance which covers the **vehicle**. If there is another policy which applies, **we** will only pay over and above the amount payable by the other policy.

## PARTIES WITH A FINANCIAL SECURITY

If **we** know of anyone who has a financial interest over **your vehicle we** can pay them part or all of any claim proceeds. This payment goes towards meeting **our** obligations under the policy. However, anyone recorded as having a financial interest under this policy is not covered by it and has no right to make a claim.

**We** are also authorised by **you** to disclose personal information about **you** to anyone who holds a financial interest in the **vehicle**.

## PERIOD OF INSURANCE

If **you** agree to pay a premium each month then:

1. **you** must use a Deduction Authority which **we** approve; and
2. this policy is for the **period of cover** shown on this **schedule**, however this **period of cover** will only be valid if **you** maintain **your** monthly payments. **We** may refuse a claim if an instalment is 14 days or more overdue, or cancel **your** policy if an instalment is 1 month or more overdue.

## Our service commitment

**We** will do our best to:

- provide **you** with helpful, professional service,
- act on **your** requests promptly,
- provide **you** with policies that suit **your** needs,
- give **you** information that will help **you** to reduce the risk of **loss**,
- make **you** aware of policy conditions and obligations.

However, sometimes things do go wrong so when they do, **we** want to resolve the problem as quickly as possible.

If **you** are not satisfied with:

- one of **our** products,
- **our** service,
- the service of **our** agents, loss adjusters or investigators, or
- **our** decision on **your** claim,

please contact **your** nearest Swann Insurance office where **our** staff will help **you** in any way they can. If they are unable to satisfy **you** they will refer **you** to a manager who will immediately deal with the matter.

If the manager cannot resolve the matter, it can be dealt with through **our** Internal Dispute Resolution process. **You** need to ask the manager to refer the matter to a Dispute Resolution Officer.

The Dispute Resolution Officer will investigate and try to reach a satisfactory outcome. **You** will be advised in writing of **our** final decision, normally within 10 days. **Our** dispute resolution process is a free service to **you**.

If **you** do not agree with **our** decision, **your** complaint may be reviewed through the Insurance and Savings Ombudsman Office.

The Insurance and Savings Ombudsman Office is an independent disputes resolution body funded by the Insurance and Savings Ombudsman Commission to consider complaints against members within its jurisdiction.

The Insurance and Savings Ombudsman's jurisdiction is set out in its terms of reference and it considers complaints about personal insurance policies and makes decisions binding upon member companies up to a maximum of \$200,000.

**You** do not have to pay to take a complaint to the Insurance and Savings Ombudsman Office.

**We** must abide by the Insurance and Savings Ombudsman's ruling, but **you** are permitted to reject the Insurance and Savings Ombudsman's ruling and take **your** case to an alternative means of dispute resolution.

## Guarantee on repairs

**We** will guarantee the materials and workmanship of any repairs completed by a Swann Approved Repairer. This guarantee will continue for as long as **you** own **your vehicle**.



**Swann Insurance**

A business division of IAG New Zealand Ltd.

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