

An important update to your policy

At Swann, we like to keep you in the loop. So here's all you need to know about a change to the Sentencing Amendment Act 2014 and how it affects your Intermarque Modern Classic Car Insurance policy.

What has changed?

Before, if you caused an accident like a motorcycle crash by driving carelessly, the Courts could only order you to pay for the property damage or emotional harm you caused. Now, the Courts can also order you to pay for loss of income or treatment costs not covered by ACC. This won't replace ACC, but means that anyone injured can get a 'top up' if the Court approves it.

What does this mean for you?

We've updated your policy to include a specific cover for reparation costs. Take a look at the T's and C's and the table below for more details. Then put this document with your latest Policy Schedule in a safe place.

Got any questions?

Call us on **0800 807 926**.

| Section | Current Wording | New Wording |
|--|---|---|
| Defined words | <p>Bodily injury means the accidental death of, or bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.</p> <p><i>New Defined word added</i></p> | <p>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.</p> <p>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.</p> |
| Section four – Your legal liability | <p>NAMED DRIVERS' LEGAL LIABILITY</p> <p>We will cover the legal liability and legal costs and legal expenses, of any named driver, caused in connection with their use of the vehicle in the same manner as we cover you, provided:</p> <ol style="list-style-type: none"> 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. | <p>NAMED DRIVERS' LIABILITY</p> <p>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:</p> <ol style="list-style-type: none"> 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. |

| Section | Current Wording | New Wording |
|--|---|--|
| | <p><i>New Clause added</i></p> | <p>REPARATION</p> <p>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).</p> <p>Provided that:</p> <ol style="list-style-type: none"> 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 we must give our written approval before any offer of reparation is made. <p>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:</p> <ol style="list-style-type: none"> a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, 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. <p>Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.</p> |
| <p>Section Four – Your legal liability</p> <p>WHAT IS NOT COVERED</p> | <p>You are not covered for liability, for loss to any property:</p> <p><i>New Clause</i></p> | <p>You are not covered for liability, including liability for reparation, for loss to any property:</p> <p>4. You're not covered for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament.</p> |
| <p>Section Four – Your legal liability</p> <p>WHAT WE WILL PAY</p> <p>For Property Damage</p> | <p>We will pay:</p> <ol style="list-style-type: none"> liability for loss to property, and reasonable defence costs and expenses incurred with our approval, and costs awarded against you by a Court. <p>The most we'll pay in total is \$20,000,000 for any event, and you do not have to pay an excess.</p> | <p>We will pay:</p> <ol style="list-style-type: none"> liability, including liability for reparation, for loss to property, and reasonable defence costs and expenses incurred with our approval, and costs awarded against you by a Court. <p>The most we'll pay in total is \$20,000,000 for any event, and you do not have to pay an excess.</p> |

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|--|---|---|
| For Bodily Injury | <p>We will pay:</p> <ol style="list-style-type: none"> liability for bodily injury, and reasonable defence costs and expenses incurred with our approval, and costs awarded against you by a Court. <p>The most we'll pay in total is \$1,000,000 for any event, and you do not have to pay an excess.</p> | <p>We will pay:</p> <ol style="list-style-type: none"> liability, including liability for reparation, for bodily injury, and reasonable defence costs and expenses incurred with our approval, and costs awarded against you by a Court. <p>The most we'll pay in total is \$1,000,000 for any event, and you do not have to pay an excess.</p> |
| General exclusions ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES | <i>New Clause added</i> | <p>There is no cover under this policy if, at the time of loss, the person using the vehicle:</p> <ol style="list-style-type: none"> fails or refuses to stop, or remain at the scene, following an accident (as required by law). |
| | <i>New Exclusion added</i> | <p>INTENTIONAL OR RECKLESS ACTS</p> <p>You are not covered for any loss or liability arising from any intentional or reckless act or omission.</p> |
| Making a Claim WHAT YOU MUST DO | <i>New Clause added</i> | <ol style="list-style-type: none"> 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 | <i>New Clause added</i> | <ol style="list-style-type: none"> 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. |
| Other important information 'Acts of Parliament' | <p>ACTS OF PARLIAMENT</p> <p>Any reference to an Act of Parliament in this policy includes a reference to any Regulations made pursuant to that Act, Amendments to it and any Act passed in its place.</p> | <p>ACTS OF PARLIAMENT</p> <p>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.</p> |