

Shock Absorber



A THIRD PARTY INSURANCE POLICY BY





CLUB AUTO THIRD PARTY ONLY COVER

It's great being part of the club

Welcome

We welcome **you** as a valued client of CLUB AUTO Insurance. **You** have entrusted **us** with the insurance of **your vehicle**. **We** value that trust.

This policy consists of this wording, proposal and declaration and **certificate of insurance** completed on the basis of information which **you** have provided to **us**.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please call **us** on **0800 506 506**. If **you** are calling from overseas, please call **64 9 470 0690**.

The extra cover provided under the special benefits for each section is also subject to the general conditions, exclusions, obligations and limits of this policy.

In this policy some words are in bold, eg **you**. This may indicate that the words have a special meaning. To find out the meaning, please refer to the Section – Meanings of words on page 11.

Our guarantee

If **you** are not completely happy with **your** policy, please tell **us** within 30 days of its commencement date. **We** may agree to change the policy to suit **you**. If not, and **you** wish to cancel the policy, **you** can as long as **you** have not made any claims. **We** will then refund any premium **you** have paid and **we** will both regard this policy as never commencing.

Club Auto policies are 100% underwritten by TOWER Insurance Limited.

What you must tell us

We would like to point out some of the important obligations **you** have.

The correctness of all statements made in relation to this policy or any claim under this policy is essential before **we** have any liability under this policy or pay **your** claim. It is important **we** receive all relevant information. This means that **we** need **you** to tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you** or the terms on which **we** insure **you**.

If any circumstances change or may change during the time **we** provide **your** insurance it is important **you** tell **us**. This applies at inception and renewal of **your** policy and also during the term of **your** policy.

Examples of a change in circumstances or any other information may include:

- any **modifications** or changes to **your vehicle** that are different from the manufacturer's standard specifications;

- if anyone becomes a new driver of **your vehicle**;
- if **you** or any person who may drive **your vehicle**, is charged with, convicted of, or commits any criminal offence or traffic offence, other than parking infringements.

These examples are a guide only. If **you** are in any doubt **you** should disclose information, whether or not **we** have asked questions that relate to it.

We may change the terms on which **we** insure **you**, or the premium, to reflect the change in circumstances that **you** have disclosed to **us**.

If **you** do not comply with **your** obligations under this section 'What you must tell us', **we** have the option to decline any claim (and recover any claims payment already made). **We** may also cancel or avoid this policy. If **we** cancel **we** will give **you** 14 days' notice sent or emailed to **your** last known address on **our** records. If **we** do this, we will refund **your unused premium**.

If **we** avoid **your** policy, it will be treated as if it had never been taken out, and **you** may be required to refund any claims payments **we** have previously paid to **you** under **your** policy (if any). If **we** do this **we** will send notice or an email to **your** last known address on **our** records and **we** will refund **your** entire premium paid.

Some of your other important obligations

You and any **named driver** in charge of **your vehicle** with **your** permission must:

- allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- allow **us** to inspect the damaged **vehicle** and deal with any salvage in a reasonable manner. No property may be abandoned to **us**;
- allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have and **you** must co-operate fully in any recovery action;
- comply with all **our** requests relating to **your** claim including providing all co-operation, information and assistance;
- ensure that **your vehicle** is securely locked when unattended;
- establish that **you** have complied with all of **your** obligations under this policy and that none of the exclusions apply;
- inform the Police if it appears that there has been arson, theft, burglary or malicious damage;
- not cause or facilitate loss or damage to any property covered by this policy or incur liability by any unreasonable, reckless or wilful act or omission;
- not discuss a claim made on **you** by another person with them. Instead, refer them to **us**;
- not make a claim that is false or fraudulent in any way or make any false or incorrect statement in connection with any claim;
- not start repairs to **your vehicle** without **our** prior approval;

- provide **us** immediately with full particulars of any claim made against **you** by another person and all legal documents served on **you** and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of **your** defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence;
- take all steps which **we** consider reasonable to prevent further loss or damage and see that any authorised repairing is carried out promptly;
- take reasonable care to protect **your vehicle**;
- tell **us** if any lost or stolen property which was part of the claim is found or recovered and hand it over to **us** or at **our** option refund any money paid by **us** if **we** request it;
- tell **us** if any person is ordered to make reparation to **you** for any loss or cost which was part of the claim and reimburse **us** for that payment as soon as **you** receive any reparation.

Otherwise **we** may decline **your** claim and recover any payment already made.

All premiums must be paid in full by the due date for payment of such premiums. If any premium payable by **you** remains unpaid 28 days following the due date for payment of that premium, **we** may cancel this policy (effective from the first day of the period to which the unpaid premium relates).

Contents

Welcome	2
Our guarantee	2
What you must tell us	2
Some of your other important obligations	3
Section 2: Liability Protection	6
What you are covered for	6
What your vehicle will be used for	6
User of the Vehicle	6
What special benefits you are covered for under liability protection	7
Bodily injury	7
Legal expenses	7
Marine 'general average'	7
What you are not insured for	7
General exclusions	7
Terrorism	8
How to make a claim	9
How we will look after your claim	9
How we will settle your claim	9
The Insurance Claims Register	9
Modifications to your vehicle	10
Cancelling this policy	10
Making changes to this policy	10
Other insurance	10
Automatic reinstatement	10
Jurisdiction	11
Currency and taxes	11
Meanings of words	11
If you have a concern	13

Section 2: Liability protection

What you are covered for:

We will cover **you** for **your** liability as a result of accidents in New Zealand involving **your vehicle** for claims made against **you** for,

1. sudden and accidental physical loss or sudden and accidental physical damage to property, or
2. sudden and accidental physical loss or sudden and accidental physical damage to property where the costs are or would be recoverable from **you** under Section 43 of the Forest and Rural Fires Act 1977.

The maximum **we** will pay for claims under item 1 is \$2,000,000 per event.

The maximum **we** will pay for claims under item 2 is \$1,000,000 per event.

We will only pay for claims made during the **period of insurance** relating to accidents which happen during the **period of insurance**.

We will not cover **your** liability for any vehicle that **you** are hiring or leasing (unless the leasing company is named as an interested party).

If **you** have liability cover with **us** under any other policy then our maximum combined liability for any one claim and during any on **period of insurance** under all policies is under item 1 \$2,000,000 and under item 2 \$1,000,000

What your vehicle will be used for

We will insure **your vehicle** only while it is being used:

- for social, domestic and pleasure purposes;
- for professional business or farm purposes including carriage of goods for farm purposes;
- by religious, social welfare or youth organisation workers in the course of that work.

But excluding:

- use in connection with motor trades, any form of selling and/or collection, insurance assessing, motor-driving instruction for reward, carriage of goods or samples in connection with any trade or business, hire, carriage of fare-paying passengers or a stock and station agency.

However, this exclusion does not apply to any **vehicle** which is shown in the **certificate of insurance** as being covered for business use and for which **we** have received the appropriate business use premium.

User of the Vehicle

This policy only provides cover at the time of loss if the person using the **vehicle** is;

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

This means that any person who is not named on the **certificate of insurance** is not covered by this policy, even if they have **your** permission to use the **vehicle**.

What special benefits you are covered for under liability protection

The amounts payable under the special benefits under Liability protection are included within the Liability protection cover and are not in addition to it.

Bodily injury

Liability protection is extended to cover **your** liability for up to \$100,000 arising from **bodily injury** occurring during the **period of insurance**.

If **you** have this cover with **us** under any other policy then **our** maximum combined liability under all policies is \$100,000.

Legal expenses

If **you** are charged with manslaughter or dangerous driving causing death arising out of an accident to **your vehicle** for which a claim is accepted **we** will pay **your** legal costs of defence up to \$1,200.

Marine 'general average'

Liability protection is extended to cover any costs which **you** may become liable to pay as a result of deliberate loss or deliberate damage incurred in time of danger to prevent the loss of a ship and / or cargo while **your vehicle** is being carried by that ship between ports in New Zealand.

What you are not insured for

General exclusions

The **excess**.

Any loss, damage or liability while **your vehicle** is:

- being driven by or in the charge of any person who:
 - >> does not have a licence which is in full force and effect to drive **your vehicle** at the time and place of the accident;
 - >> following an event resulting in a claim under this policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
 - >> has a proportion of alcohol in his or her blood or breath which exceeds the legal limit prescribed;
 - >> is convicted of any alcohol or drug related offence arising out of the circumstances resulting in any claim under this policy;
 - >> is not complying with the conditions of their licence;
 - >> is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means **your** claim may be declined even if the driver of **your vehicle** is under the legal limit prescribed;
 - >> leaves the scene of the accident when it is an offence to do so.

This exclusion does not apply to claims for loss or damage to **your vehicle** when the person who is in charge of **your vehicle** has stolen it.

- being tested for or in preparation for or engaged in racing, sprinting, drag racing, pacemaking, hill climbing, off-roading, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training;
- being used otherwise than that described in the Section of this policy – 'What your vehicle will be used for', or not being used for the purpose it was designed or not as a vehicle as defined in the Transport Act 1998 or any amendments or any Act(s) in substitution of the Act;

- in an unsafe or unroadworthy condition;
- on hire;

Any loss, damage or liability arising from, or claim for:

- aggravated, punitive or exemplary damages, fines and / or other penalties or reparation orders;
- any events outside of New Zealand;
- any time or date device or any item of which it forms a part (including the **vehicle** itself), arising from its failure to recognise any date, character or value as the correct date, character or value (eg Year 2000). However, **we** will pay for any loss or damage which it causes to any other item;
- any unreasonable, criminal, reckless or wilful act or omission by **you** or by anyone in charge of **your vehicle**. This exclusion does not apply to any person who is in charge of **your vehicle** after stealing it;
- confiscation or requisition by an order of public authority;
- loss of use of **your vehicle**, depreciation, wear and tear, action of sunlight or existing defects;
- nuclear weapons material or ionising radiation or contamination by radio-activity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion;
- personal injury as defined in and / or for which cover is provided under the Accident Compensation Act 2001, or any amendments or any Act(s) passed in substitution of the Act;
- subsidence, landslip, erosion or geothermal activity.
- the cost of defending any charge or charges relating to any continuing offence under any Act of Parliament.
- the pollution or contamination of your vehicle by the manufacture, storage or use in the vehicle of 'precursor substances' or a 'controlled drug', as defined in the Misuse of Drugs Act 1975 or any amendments or any Acts passed in substitution of the Act.

Liability for:

- **bodily injury to you** or any person who is in charge of **your vehicle**;
- loss of or damage to property belonging to or under the care, custody or control of **you** or **your driver** or being conveyed in or loaded or unloaded from **your vehicle**. However, this exclusion does not apply to any disabled vehicle being towed by **your vehicle** for no financial gain or reward;
- loss or damage if **you** or **your driver** have agreed with any party to accept responsibility for any loss or damage for which the law would not otherwise hold **you** or **your driver** responsible.

Loss, damage or liability arising directly or indirectly from or occasioned by or through or in consequence directly or indirectly of or claim for:

- war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

Terrorism

You are not covered for loss, damage, injury, illness, liability, cost or expense directly or indirectly caused by, resulting from or in connection with an **act of terrorism**.

How to make a claim

It is important that **you** tell **us** when **you** become aware of any circumstances which may result in a claim.

If **you** call **us** and **we** require **you** to complete a claim form, **we** must receive the completed claim form within 30 days.

You can call **us** on 0800 506 506.

How we will look after your claim

When **you** contact **us** to make a claim **we** will:

- process **your** claim within the terms of the policy
- explain how the claims process works
- explain what **we** need to go ahead with **your** claim
- if required, arrange for an assessor to inspect the damage and explain the procedure that will be followed
- keep **you** updated on **your** claim's progress
- give **you** all the information **you** need on how **we** will settle **your** claim
- if **we** decline **your** claim, **we** will clearly explain why.

How we will settle your claim

We will arrange for the repair, replacement or pay for the loss, once **your** claim has been accepted.

We may choose to repair the damage or pay the amount of the loss up to:

- an amount equal to the reasonable cost of repairs as assessed by **us**; or
- the sum insured shown in the **certificate of insurance**, whichever is less.

If **you** pay **your** premium by instalments and **your vehicle** is a total loss **you** must pay the rest of the annual premium before **we** settle **your** claim. However, if **you** insure **your** replacement vehicle with **us**, **we** will credit the rest of the paid annual premium to **your** new policy.

We will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims under liability protection plus any costs and expenses awarded against **you**.

In all cases, **we** will not pay more than the sum insured shown in the **certificate of insurance**.

The Insurance Claims Register

The Insurance Claims Register (ICR) is an electronic register that holds a central record of claims lodged with insurance companies participating in the scheme. These companies can view the claims history of a customer, for the specific purpose of checking for insurance fraud.

Club Auto and TOWER Insurance participate in the ICR system. Details of any claims **you** make under this insurance policy will be supplied to the ICR.

Modifications to your vehicle

Any **modification** to **your vehicle** needs to be disclosed to **us** at the time the insurance cover is taken out. If any further **modifications** are made to the **vehicle**, once cover commences **you** must also inform **us** immediately. A conversion of **your vehicle** to run on CNG, LPG or BioGas will not be a breach of this policy as long as the conversion complies with the appropriate New Zealand Standard and has a current Certificate of Fitness.

Cancelling this policy

You may cancel this policy at any time by notifying **us** either by telephone, email or post. **We** will refund 80% of **your unused premium** (unless the refund is less than \$25 in which case no refund will apply).

We may cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out under the headings 'What you must tell us' and 'Some of your other important obligations'.

If **you** make a claim which is false or fraudulent in any way, or make any false statement to **us**, **we** may avoid **your** policy and any other policies **you** have with **us** or cancel them effective immediately from the date of the fraudulent act. If **we** do this, **we** will refund **your unused premium**.

Your policy is automatically cancelled following settlement of a claim for a total loss of **your vehicle** and no refund of premium is given. However, **you** may apply to **us** to insure **your** replacement vehicle.

Making changes to this policy

You can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect.

We can alter the terms of this policy by giving **you** at least 14 days' notice sent or emailed to **your** last known address on **our** records in any of the following circumstances:

- to reflect any material changes to relevant law
- to increase the level of existing cover, or add additional cover
- if **we** are no longer able to secure reinsurance protection for perils covered by this policy
- in order to allow for a material change in **your** (or **your** insured property's) risk profile
- in order to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for **us** under current policy terms

If **you** do not agree to such alterations to the terms of your policy, **you** can cancel the policy (effective from the date of the proposed alteration) by notifying **us** either by telephone, email or post prior to the effective date of the proposed alterations. If **you** cancel on this basis, **we** will refund **your unused premium**.

Other insurance

This policy does not cover any loss, damage or liability if **you** are covered for the same loss, damage or liability to any extent under a policy with another insurer. **We** will not contribute towards any claim under any other policy with another insurer.

Automatic reinstatement

In the case of partial payment under this policy **we** will pay the premium to reinstate **your** insurance after **we** meet any claim.

Jurisdiction

The laws of New Zealand apply to this policy. The Courts of New Zealand have exclusive jurisdiction in relation to legal proceedings about this policy.

Any compensation awarded or costs or expenses of litigation outside New Zealand is not covered.

Currency and taxes

All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand currency.

Meanings of words

The definitions apply to the plural and any derivatives of the bolded words. For example the definition of '**accessory**' also applies to the words '**accessory's**' and '**accessories**'.

- '**Accessory**', '**accessory's**' or '**accessories**' means an automotive part installed in or on **your vehicle** which is not supplied or fitted by the manufacturer of **your vehicle** as standard equipment for **your** make and model of **vehicle**. As examples, but not limited to these, Club Auto defines any stereo equipment and alloy wheels as accessories. These items could potentially be removed from the vehicle easily.
- '**Act of terrorism**' means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which 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.
- '**Bodily injury**' means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.
- '**Certificate of insurance**' means the certificate of insurance first issued to **you** or the current renewal certificate whichever applies and any endorsement certificates that have been added during the **period of insurance**.
- '**Excess**' means the amount of any claim which **you** must bear. The excess applies to each and every event that results in a claim. Where **you** discover damage caused on multiple occasions then an excess will be applied in relation to each occasion or event that occurred. Where a special benefit specifies an excess, that excess will apply over and above any other excess in **your** policy or in the **certificate of insurance**. The amounts are shown in the **certificate of insurance** and/or in this wording.
- '**Modifications**' or '**modified**' means changes or alterations to **your vehicle** from the manufacturer's standard specifications, including but not limited to engine, steering, suspension, body kits, interior modifications. Typically, these modifications are not easily removed from the vehicle.
- '**Named driver**' means any driver listed in the schedule of the **certificate of insurance** as a 'Named driver'.

- **'Natural disaster damage'** means sudden and accidental physical loss or sudden and accidental physical damage as a direct result of earthquake, **natural landslip**, volcanic eruption, hydrothermal activity or tsunami and includes physical loss or physical damage occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of or to otherwise reduce the consequences of an earthquake, **natural landslip**, volcanic eruption, hydrothermal activity or tsunami. It does not include any loss or damage for which compensation is payable under any Act of Parliament other than the Earthquake Commission Act 1993 any amendments or any Act(s) passed in substitution of the Act.
- **'Natural landslip'** means the movement (whether by way of falling, sliding, flowing or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill or a combination of such materials, which, before movement, formed an integral part of the ground but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion.
- **'Period of insurance'** means the period shown in the **certificate of insurance**.
- **'Unused premium'** means premium for the days **you** have paid for, but will not be insured (calculated as at the effective date of cancellation).
- **'Vehicle'** means the vehicle shown in the **certificate of insurance** including spare parts, attached equipment, as well as **accessories**, tools and breakdown equipment supplied and fitted by the manufacturer, shown in the **certificate of insurance**.
- **'We', 'us' or 'our'** means CLUB AUTO Insurance (NZ) Limited, which is 100% underwritten by TOWER Insurance Limited.
- **'You' or 'your'** means the person(s) named in the **certificate of insurance** as the insured. Where you jointly own the **vehicle**, this policy insures you jointly.



If you have a concern

While **we** make every effort to get things right, problems may sometimes occur. **We** have in place a complaints procedure that is intended to resolve any problem quickly and fairly.

In order to avoid delay in solving a problem, please follow the steps listed below:

- In the first instance call:

CLUB AUTO Insurance Service Centre
Freephone: 0800 506 506

- If the CLUB AUTO Insurance Service Centre is unable to resolve the problem, **you** may make a formal complaint to:

Manager – Complaints Investigation and Resolution
CLUB AUTO (NZ) Limited
PO Box 1575
WHANGAREI

Freephone: 0800 506 506
Facsimile: 09 438 1049

- If the complaint has been through all the steps above and **you** are still dissatisfied, **you** may then ask the Insurance and Financial Services Ombudsman to resolve **your** concern. Please see the Ombudsman's website (www.ifso.nz) for the disputes it can consider.

Contact us
Call 0800 506 506
Or visit www.clubauto.co.nz

v3.0 11/2016
CLUB AUTO Third Party Motor Vehicle Policy
Shock Absorber



Notes

A THIRD PARTY INSURANCE POLICY BY



clubauto