

Insuring your RV, wherever you roam

Policy Wording





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**Roadside Assistance
Covertime Matrix**

Hello!

Thanks for choosing Star Insurance Specialists. You've made the right choice for your insurance policy because we're committed to getting you back on the road as quickly as possible should you experience an accident or loss.

If you don't personally receive the star treatment from us, our CEO wants to hear about it. He likes good news too.

If you want to discuss your policy, please call your broker or us on **0800 250 600** or email admin@starinsure.co.nz

We wish you happy and safe driving experiences.

I. Introduction

We will provide the cover set out in this policy during the **period of insurance** shown in the **schedule** provided **you** have paid the **premium** and subject to the policy's terms, limits, conditions and exclusions.

Your insurance contract consists of:

1. this pre-printed policy document
2. the personalised **schedule** with details of the cover which applies to **you**
3. the information in the proposal, application or declaration; whether **you** have received or provided this information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form.

As the **premium** is partly based on the value **you** declare for **your vehicle**, **you** should:

- make sure that the sum insured is realistic, and
- take account of such things as modifications, **accessories**, depreciation and other things affecting value.

30 Day Money Back Guarantee

If **you** are not satisfied with the cover provided by the policy **you** may return the policy within 30 days of receiving it. If **you** have made no claims during this period **we** will give **you** a full refund of any **premium** paid.

Privacy Statement

Star Insurance Specialists and Berkshire Hathaway Specialty Insurance understand the trust that you place in us when you provide us with your personal information relating to this insurance policy. We are bound by the Privacy Act 2020 (the Act) when we collect and use your personal information. Our privacy policies can be viewed on our website locations as listed here

<https://starinsure.co.nz/privacy-policy/>

<https://bhspecialty.com/privacy-policy/>

Headings

Where headings are used in this policy the headings or references are purely descriptive in nature and are not to be used for interpretative purposes.

About this policy

Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) ("BHSI") is the insurer of this policy.

BHSI is part of the Berkshire Hathaway's National Indemnity group of insurance companies and is authorised by the Reserve Bank of New Zealand to carry on general insurance business in New Zealand.

The New Zealand Company Number of BHSI is 5737531 and its Financial Service Provider number is 445946.

Star Insurance Ltd acts as an agent of BHSI as authorised under the terms of an Underwriting Management Agreement established between the two companies.

Star Insurance Ltd does not act as **your** agent nor does Star Insurance Ltd act as an insurance broker or insurance advisor.

II. Definitions

Definitions explain words frequently used in the policy. Defined words are shown in **bold**.

Accessories means items that are permanently fitted to or were sold with the **vehicle** and any parts that attach to them, including:

- **appliances**
- fixtures, fittings, furniture, furnishings, awnings and equipment originally supplied with, or fitted following purchase of the **vehicle**
- telephones or any other communication systems
- aerials and satellite dishes
- navigation systems or radar detectors
- reversing cameras
- solar power systems
- tools and breakdown equipment permanently kept in **your vehicle**, whether manufacturer's standard or purchased by **you** to repair **your vehicle**
- load securing or protection devices
- car seat covers
- fire extinguishers; and
- any other equipment permanently fitted to the **vehicle**.

Accident, accidental and **accidentally** means a sudden and unforeseen event that is not intended or expected by **you**.

Act means any Act of the New Zealand Parliament in force at the commencement of the **period of insurance** or which comes into force during the **period of insurance**. This (and any Act specifically mentioned within this wording) includes any substitution of, amendment to, replacement of or any statutory regulation made under such Act.

Appliance or **appliances** means any of the following electrical appliances and associated equipment, which belong to **you** and are permanently fixed to and contained within **your vehicle**:

- entertainment equipment
- computers, laptops, and associated peripheral equipment (but excluding all electronic data)
- whiteware and kitchen equipment
- electric motors and generators not exceeding 3.75KW (5HP).

Authorised driver means any person

- whom **you** have given permission to use **your vehicle**, provided
- they have a current driving license which is valid for the class of **vehicle**.

Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.

Contents means anything normally in **your** possession or located in **your vehicle**, belonging to or hired by **you** or in **your** custody or control for which **you** are responsible.

Contents does not include:

- anything which is covered by other insurance
- mechanically propelled vehicles (including electric wheelchairs and electric mobility aids), trailers, caravans, or aircraft including **accessories** and spare parts attached to any of them (except remote controlled scale models)
- items that **you** do not normally take with **you** when using **your vehicle**
- items used in any way for professional or business purposes
- jewellery and watches
- **you** or any artificial body parts, or surgical implants or surgical attachments permanently fitted to **you**
- animals
- items which **you** have taken ownership of or responsibility for, but **you** have not yet taken possession of.

Damages means amounts payable in accordance with judgement against **you** and/or settlements negotiate by **us**, including the other party's costs and interest on any judgement where applicable. This amount includes interest on any judgement that accrues after entry of the judgement and before **we** have paid, tendered or deposited in court that part of the judgement that does not exceed "Automatic Benefits Applying to all Vehicles - Your Legal Liability under Automatic benefits 1 – 4 is limited" or Sum Insured shown in **your schedule**. Damages do not include fines, penalties, **reparations**, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.

Excess means the amount(s) specified in the **schedule** and elsewhere in the policy which **you** must contribute as the first part of each and every loss under the policy in respect of **your vehicle**.

Market Value means the reasonable value of the **vehicle**, including the value of **accessories**, immediately prior to the loss or damage.

Partner means a marriage partner or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined in the Civil Union Act 2004.

Period of insurance means the period of insurance shown in the **schedule**.

Premium means the amount **you** need to pay **us** to ensure cover commences or remains in force. This means the first premium or any subsequent premium and may include any government or other levies or taxes.

Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 to be paid to the victim of an offence. Reparation does not include:

- a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or
- b. **damages**, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or
- c. **your** legal defence costs or expenses in relation to an offence.

Schedule means the latest current policy schedule, endorsement, expiry or renewal notice issued to **you**.

Total loss means where repair costs as determined by **us** are such that **your vehicle** is beyond economic repair.

Vehicle, vehicular means any motor caravan, towed caravan, caravan trailer unit (5th wheeler), converted bus, or converted truck, described in the **schedule**, and includes:

- keys and/or remote controls required to operate and/or lock the **vehicle**
- **accessories**
- **contents**
- sign-writing/decals/wraps.

We, us or **our** means Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) through its appointed agent Star Insurance Limited trading as Star Insurance Specialists.

You or **your** means the insured person or persons named in the **schedule** and their **partner/s**.

III. Description of Use

The cover provided by this Policy only applies in the following circumstances:

- a. the Insured **Vehicle** is being used within New Zealand; and
- b. the Insured **Vehicle** is being driven by **You** or any **Authorised Driver**, and the driver holds the appropriate motor **vehicle** driver's licence which is in full force and effect and is not breaching any of the licence conditions (These restrictions do not apply if any person steals or illegally converts **your vehicle**, but **You** must lay a complaint with the Police); and
- c. the Insured **Vehicle** is being used for:
 - i. private, domestic, social or pleasure purposes, including community work
 - ii. farming purposes
 - iii. business or professional purposes **you** have advised **us** about in the proposal or submission and which **we** have agreed to insure
 - iv. religious, social welfare or youth organisation work purposes
 - v. teaching a person to drive, provided all legal requirements are complied with, and provided that such teaching is not for reward or financial gain.

IV. What You Are Insured For

When the **schedule** shows in respect of a particular **vehicle** that one of the following covers apply, then for:

Comprehensive Cover

We will insure **you** for **accidental** loss or damage to **your vehicle** (including contents) and for **your** legal liability arising from an **accident** anywhere in New Zealand during the **period of insurance**.

Third Party Cover

We will insure **you** for **your** legal liability arising from an **accident** anywhere in New Zealand during the **period of insurance** as per "Automatic Benefits Applying to All Vehicles." **We** will also provide cover on **your vehicle** for loss or damage as a result of an **accident** caused by an uninsured other party. Cover for loss or damage caused in this way will only apply if **we** are satisfied that the:

- i. driver of **your vehicle** was completely free of blame; and
- ii. vehicle details along with the identity of the other party who caused the damage is established; and
- iii. other party did not have valid insurance.

The maximum amount payable for any claim will be the lesser of the **market value** of **your vehicle** or \$5,000.

Third Party, Fire and Theft Cover

We will insure **you** for **your** legal liability arising from an **accident** anywhere in New Zealand during the **period of insurance** as per "Automatic Benefits Applying to All Vehicles." **We** will also provide cover for loss

- i. by fire, theft or illegal conversion of **your vehicle** where the maximum amount payable will be the lesser of the **market value** or sum insured of **your vehicle**; or
- ii. as a result of an **accident** caused by an uninsured other party where the maximum amount payable for any claim will be the lesser of the sum insured or **market value** of **your vehicle** or \$5,000.

Cover for loss or damage caused in this way will only apply if **we** are satisfied that the:

- a. driver of **your vehicle** was completely free of blame; and
- b. vehicle details along with the identity of the other party who caused the damage is established; and
- c. the other party did not have valid insurance.

Storage/Restoration and Transit Cover

We will insure **your vehicle** for **accidental** loss or damage, and "Automatic Benefits Applying to All Vehicles," anywhere in New Zealand during the period of insurance, provided that the **vehicle** is not in motion under its own motive power. In the event of **accidental** loss or damage occurring whilst **your vehicle** is being transported, there is no cover unless **your vehicle** is lawfully secured to the conveying vehicle or trailer.

V. How We Will Settle Your Claim

We will at **our** option:

- repair or pay the cost to repair the damaged portion of **your vehicle**
- replace or pay the cost to replace **your vehicle** up to the lesser of the **market value** or the sum insured
- pay the agreed value if **you** have selected the 'Agreed Value Extension' and it is shown on **your schedule**
- pay an amount as defined in 'Some items have limited cover'.

If We Repair Your Vehicle

If **we** elect to repair **your vehicle**, **you** may use the repairer of **your** choice.

We will not pay more than **our** assessor's estimate of the cost of repairs.

If the repair:

- a. makes a major improvement to the pre-**accident** condition, or
- b. increases the value of the **vehicle**

then **you** may be required to make a contribution towards the cost of repairs.

The Rights of Interested Parties at Claim Time

If a party who has a registered financial interest in **your vehicle** is noted on **your schedule**, at **our** option, **we** may make payment for any loss direct to them. This will meet **our** obligations under this policy. **Our** total liability will be limited to any amount that would have been payable to **you** in the absence of this condition. Any interested party is not an insured under the policy and has no right to claim under the policy.

The following parts of **your vehicle** have specific limits on the amount **we** will pay, as listed below. These limits are included within, and do not increase, **your** sum insured and the policy **excess** will apply to them.

Accessories and Parts

We will pay for any part or **accessory** not available in New Zealand; however the maximum **we** will pay is the lesser of the:

- a. manufacturer's last known list price in New Zealand, or
- b. price of the item's closest equivalent available in New Zealand, or
- c. cost of having a new item made in New Zealand, or
- d. cost of freighting parts or **accessories** from overseas

We will only pay up to \$1,000 in total for loss or damage to **accessories** unless:

- i. such equipment is the manufacturer's standard fitting for the **vehicle** model, or
- ii. a higher amount is shown in the **schedule**, or
- iii. it is for **appliances**.

Appliances

We will pay up to \$2,500 per **appliance**, if:

- the **appliance** is the manufacturer's standard fitting for the **vehicle** model; or
- a higher amount is shown in the **schedule** for any one **appliance**.

The maximum **we** will pay is \$10,000 in total for loss or damage to **appliances** in any one claim, unless:

- i. a higher amount if it is specified on **your schedule**, and
- ii. **you** have paid any additional **premium** required by **us**.

If the **appliance** is not the manufacturer's standard fitting for the **vehicle** model, then the 'Accessories and Parts' limit will apply.

Awnings

We will pay up to the depreciated value of any awning. The depreciated value will be calculated by reducing the replacement value by 20% for every 3 years since new, up to a maximum of 15 years, at which point the awning will be considered to have no value.

Batteries

We will pay the depreciated value of any battery. The depreciated value will be calculated by reducing the replacement value by 20% for every year since new, up to a maximum of 5 years, at which point the battery will be considered to have no value.

Contents

We will pay the current replacement value or the cost of repair or reinstatement, on all **contents** except the following, which **we** will pay the indemnity value for:

(Indemnity value is the cost of replacing, repairing or reinstating the contents to a condition no better or more extensive than when new, less an allowance for depreciation, age, and wear and tear)

- clothing and footwear
- entertainment data media (e.g. Records, DVDs, CDs & books)
- sporting or camping equipment
- bicycles
- personal computing and communications devices that are more than 12 months old
- **contents** in a **vehicle** owned by **you**, but which is lent or rented out at the time of loss
- **contents**, other than personal computing and communications devices, more than 10 years old

The maximum **we** will pay is \$3,000 in total for loss or damage to **contents** in any one event:

- i. unless benefit #1 of "Optional Benefits Only Applying to Vehicles Comprehensively Insured" is chosen, and
- ii. it is shown in the **schedule**, and
- iii. the additional **premium** has been paid.

However, if **you** do not want the items repaired, reinstated or replaced then **we** will pay **you** the indemnity value of the items or the cost of the repairs whichever is less.

(Indemnity value is the cost of replacing, repairing or reinstating the contents to a condition no better or more extensive than when new, less an allowance for depreciation, age, and wear and tear)

The following **contents** have specific limits and the maximum **we** will pay is the amount listed, unless the item is specified in the **schedule** for another amount. In each case, all the following limits include the item's accessories and ancillary equipment.

- a. Personal and entertainment contents
 - \$2,000 per laptop
 - \$2,000 per hearing aid or set of hearing aids
 - \$1,000 per item of photographic and video camera equipment. The camera body and the standard lens is one item. Any extra lens which is not permanently attached to a camera body or which is designed to be detachable and interchangeable with any suitable camera body is treated as one item
 - \$1,000 for any cell phone or tablet
- b. Sporting and hobby contents
 - \$1,500 for any boat (other than canoe, kayak, surfboard, surf ski, kite surfer, paddle board, or windsurfer). Any boat that has a **market value** of more than \$1,500 is not covered by this policy
 - \$1,000 for any canoe, kayak, surfboard, surf ski, kite surfer, paddle board, or windsurfer
 - \$500 in total for marine parts and accessories while detached from any boat, canoe, kayak, surfboard, surf ski, kite surfer, paddle board, or windsurfer insured above
 - \$1,000 in total for remote controlled scale models
 - \$500 for any bicycle
- c. Documents, valuables and other contents
 - \$500 in total for any coin or stamp collection
 - \$250 in total for unset precious stones, bullion or gold or silver (but not goldware or silverware) or other precious metals
 - \$250 in total for all money, negotiable securities, bonus bonds, travellers' cheques or travel tickets
 - \$250 in total for any certificates or documents
 - \$100 in total for pot plants while outside the **vehicle**.

Pairs and Sets

Where any item or items forms part of a pair, set or suite **we** will only pay the value of the particular item or items suffering loss or damage. Any payment will be without reference to any special value such item or items may have as part of such pair, set or suite and in no case will we pay more than a proportionate part of the insured value of such pair, set or suite.

Paint

We will only pay for the repainting of those areas that have been damaged.

VI. Automatic Benefits Applying to All Vehicles

We will also cover or pay for the following Automatic Benefits which are all subject to the Policy definitions, exclusions and conditions.

1. Liability for Damages

We will cover **you** for **your** legal liability to pay **damages** for **accidental bodily injury** or damage to someone else's property during the **period of insurance** arising from an **accident** in New Zealand involving **your vehicle**.

2. Liability for Reparation

We will cover **you** for **your** legal liability to pay **reparation** for **accidental bodily injury** or damage to someone else's property during the **period of insurance** arising from an **accident** in New Zealand involving **your vehicle**, provided that:

- i. **you** tell **us** immediately if **you** or any other person entitled to cover under the policy is charged with any offence in connection with the use of the **vehicle** which resulted in **bodily injury** to another person or damage to someone else's property; and
- ii. **you** obtain **our** written approval before any offer of **reparation** is made.

3. Extended Liability

Provided all the requirements for cover are met, **we** will extend the 'Liability for Damages', 'Liability for Reparation' and 'Forest and Rural Fires Act' benefits:

- i. to any person who is driving **your vehicle** with **your** consent and who is not otherwise excluded from the policy cover;
- ii. for **accidents** caused by any other motor car being driven by **you** in person, provided it does not belong to **you** and is not hired to **you** under a hire purchase or lease arrangement. No cover is provided for damage to the car being driven. This extension does not apply where **your vehicle** is a trailer, caravan or 5th wheeler;
- iii. to **your** employer while **your vehicle** is being driven with **your** permission on **your** employer's business; and
- iv. for **accidents** caused by any trailer, caravan, or 5th wheeler while attached to **your vehicle**.

We will not pay for Legal Liability under Automatic Benefits 1 - 3:

- a. for damage to property (including motor vehicles) in **your** or the driver's custody or control. However damage to a disabled vehicle being towed (other than for reward) is covered. Damage to the property of passengers is also covered;
- b. if **you** or any person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fails to comply with the terms and conditions of this policy;
- c. for any exemplary or punitive **damages**;
- d. which has arisen out of any intentional, knowing, wilful or reckless criminal act or omission;
- e. where any exclusion in the section 'Exclusions: What you are not insured for' applies.

Your Legal Liability under Automatic Benefits 1 - 3 is limited

In respect of any one event, **we** will pay:

- i. for damage to someone else's property, up to \$20,000,000;
- ii. for **bodily injury**, up to \$1,000,000; and

In addition, where **your** legal liability is to pay **damages**, **we** will pay **your** legal defence costs and expenses incurred with **our** prior written consent. However **we** will not pay **your** legal defence costs and expenses in relation to an offence or where **your** legal liability is to pay **reparation**.

Our liability to **you** under all legal liability benefits ('Liability for Damages', and 'Liability for Reparation') will be limited to the applicable sub-limits, and will never exceed \$20,000,000 in total, plus legal defence costs and expenses up to a maximum of \$500,000 where applicable, during any **period of insurance**.

4. No Excess Where Your Vehicle is Comprehensively Insured

No **excess** will apply for **your** claim under "Automatic Benefits Applying to All Vehicles" 1 - 3 inclusive where **your vehicle** is comprehensively insured and **you** are not claiming for damage to **your vehicle** arising from the same event.

5. Vehicle Servicing and Emergency

When **your vehicle** is being driven:

- i. by a member of the motor trade who is professionally engaged in the overhaul, upkeep or repair of **your vehicle**
- ii. to a medical facility in the event of a medical emergency
- iii. by a valet parking attendant while parking or retrieving **your vehicle**
- iv. by a professional dial-a-driver in the course of delivering **your vehicle** to or from **your** home or workplace,

We will not apply any driver restrictions that normally apply to this policy.

VII. Automatic Benefits Only Applying to Vehicles Comprehensively Insured

We will also cover or pay for the following Automatic Benefits which are all subject to the Policy definitions, exclusions and conditions. Some of these benefits are subject to sub-limits and **excesses** as shown. These only apply where the **vehicle** is comprehensively insured .

1. Agreed Value Extension

We will pay up to the agreed value shown in the **schedule** for **your vehicle** if it suffers a **total loss**, provided that:

- a. where **you** have purchased **your vehicle** new through a licensed motor vehicle dealer within the last 5 years, **you** must produce the purchase agreement; or
- b. in all other circumstances **you** must provide **us** with a written valuation for **your vehicle** that is:
 - i. less than 3 years old at the time of the loss; and
 - ii. from a licensed motor vehicle dealer or valuer approved by **us**.

The agreed value must equal the purchase price shown on **your** purchase agreement or the amount shown on the current written valuation for **your vehicle**. Where the agreed value of **your vehicle** is more than 20% above the **market value**, the maximum that **we** will pay is the **market value** plus 20%. Where **you** are unable to produce the purchase agreement or the written valuation the maximum **we** will pay is the **market value**.

2. Burnout of Electric Motors

We will cover **you** for the reasonable cost for repair or replacement, at **our** option, of:

- i. the electric motor of any permanently fitted **appliance** in **your vehicle**
- ii. an exchange sealed compressor for motors within sealed refrigeration or air-conditioning compression units, and for re-gassing the unit, if they burn out or fuse as a result of a power surge.

The maximum **we** will pay for any one event is \$2,000 after applying an **excess** of \$250.

3. Caravan Park Cancellation Fees

We will pay for costs **you** incur for cancellation or re-booking fees at a caravan park or other legal camping area if **you** have an **accident** for which there is a valid claim for damage to **your vehicle**. The most **we** will pay for each claim is the lesser of the actual fees charged or \$1,000. The maximum **we** will pay is \$2,000 for any one **period of insurance**. **We** will not pay for any refundable amounts due to **you** from the caravan park or recreation area.

4. Claim Preparation Costs

We will pay for costs **you** reasonably incur to prepare and prove any claim for loss or damage to **your vehicle** only (i.e. not to third party vehicles) if **your vehicle** is involved in an **accident**. The maximum **we** will pay for each claim is \$5,000 after applying an **excess** of \$500. **We** will not pay for any costs incurred in disputing a claim if it is declined.

5. Cleaning Costs after Break-in

We will cover the cost of cleaning and valeting **your vehicle** where;

- i. **your vehicle** is broken into and damage occurs to the inside of it; and
- ii. **you** have not made a claim under any other part of this policy, except under benefit #9 of "Automatic Benefits Applying to All Vehicles."

The maximum **we** will pay is \$250 for any one claim without applying an **excess** and without reducing **your** no claim bonus.

6. Damage Caused by the Weight of Your Vehicle

We will cover **your** legal liability for damage caused by the weight of **your vehicle** including the weight of the load carried by it. "Exclusion 18 - Weight" will not apply to the cover under this extension.

The maximum **we** will pay per event is \$500,000 after applying an **excess** of \$2,500.

7. Disability Modifications

We will pay reasonable costs towards the cost of modifying **your vehicle** to enable **you** to continue driving it if **you** suffer permanent **bodily injury** as a result of **your vehicle** being in an **accident**.

The maximum **we** will pay is \$10,000 for any one event. However, **we** are only liable in excess of any amount payable by the Accident Compensation Corporation, or any replacement body.

We will not pay:

- i. where the **bodily injury** was caused by **your** attempted suicide;
- ii. if the insureds named in the **schedule** are not individuals;
- iii. under more than one insurance policy held with **us**; or
- iv. where **your vehicle** is not self-propelled.

8. Emergency Accommodation and Travel After an Accident

We will pay the reasonable costs of:

- i. having **your vehicle** removed to the nearest repairer or place of safety
- ii. essential repairs so you can get **your vehicle** to **your** destination or a repairer
- iii. returning **your vehicle** to **your** home following its repair, or if it was stolen, following its recovery,

if **you** have an **accident** for which there is a valid claim under this policy.

We will also pay the reasonable costs of accommodating and transporting **you** and **your** passengers to **your** home if:

- i. **your vehicle** cannot be driven, or
- ii. **you** and **your** passengers are unable or unfit to drive as a result of the loss.

The maximum **we** will pay is \$10,000 in total for any one event.

9. Excess-Free Broken Glass

We will cover:

- i. **accidental** breakage of windscreens, sun-roofs, windows, headlights and headlight protectors or tail lights, and
- ii. scratching or damage to body work resulting solely and directly from such breakage, if there is no other damage to **your vehicle**,

without applying an **excess** and without affecting **your** no claim bonus.

We don't cover any damage, wear and tear or deterioration to **your vehicle** that must be repaired to enable glass to be fitted.

10. Fire Extinguisher Replenishment Costs

We will cover the reasonable costs of replenishing or replacing **your** firefighting equipment after its use to protect **your** property.

We will not pay if:

- a. the loss or damage is not covered or is excluded by this policy
- b. **you** are entitled to payment under any other policy.

The maximum **we** will pay is \$300 during any one **period of insurance**.

11. First Aid at an Accident Site

We will pay **you** for first aid costs **you** incur at the time of an **accident** involving **your vehicle** if:

- i. a valid claim is accepted under this policy, and
- ii. provided that such costs are not recoverable from the Accident Compensation Corporation or any other insurer.

The maximum **we** will pay is \$250 per event.

12. Food Spoilage in Your Refrigerator/Freezer

We will pay to replace **your**:

- i. spoiled food, and
- ii. repair any damage caused by the spoiled food,

if **your vehicle's** refrigerator or freezer is **accidentally** damaged, breaks down or the power supply is **accidentally** disconnected (including by an electricity supply company).

The maximum **we** will pay for any one event is \$750 after applying an **excess** of \$250.

13. Funeral Expenses After an Accident

We will cover **you** for funeral costs if **you** or an immediate family member dies:

- as a direct result of an **accident** involving **your vehicle**, and
- where there is a valid claim under this policy, and
- when **you** are driving **you** are using lawful driver or passenger restraints at the time of the **accident**, or
- at any time when **you** are in or on **your vehicle** and it is parked and stationary,

whether or not death occurs at the time of the **accident**.

Cover includes any reasonable travel costs within New Zealand, of the deceased or any member of their immediate family, to attend the funeral. **We** will only pay costs in excess of any amount payable by the Accident Compensation Corporation or any other insurer. The maximum **we** will pay is \$10,000 in total for any one event.

But **we** will not pay:

- a. where death was caused by an insured's suicide
- b. if the insureds named in the **schedule** are not individuals.

14. General Average/Salvage Charges

We will cover **you** for General Average or Salvage Charges that **you** are legally required to pay as a result of **your vehicle** being carried by sea between places in New Zealand during the **period of insurance**.

15. Hidden Gradual Damage Caused by Water

We will cover **you** for the cost of repairing **your vehicle** if it suffers hidden gradual damage caused by water which **accidentally** leaks or overflows from any of the following permanently installed in **your vehicle**:

- i. sink, toilet or shower system
- ii. internal water or waste tank
- iii. internal water or waste disposal pipe that flows to or from any of the above
- iv. door or window.

However the leak or overflow causing the damage:

- a. must first occur during the time that **you** own the **vehicle**, and
- b. must not have been visible, noticeable, or obvious to a reasonably prudent observer, and
- c. the damage must first be discovered during the **period of insurance**.

The maximum **we** will pay, for any one event and in total during any one 12 month **period of insurance**, is \$2,000, after applying an **excess** of \$250. This limit includes the cost of locating the leak provided that **we** accept the claim. **We** will not pay for repairing the leak.

16. Hazardous Substance Emergencies

We will cover **you** for any charge the New Zealand Fire Service is authorised to make against **you** in respect of any hazardous substance emergency as defined in the Fire and Emergency New Zealand Act 2017 (and/or any subsequent amendment or replacement Acts) where the **accidental** release of any hazardous substance has been caused by **your vehicle**. The maximum **we** will pay for any one event is \$5,000 after applying an excess of \$500.

This extension does not cover any fine, penalty or order for **reparation**.

17. Hire Vehicle During Repair

We will reimburse **you** for costs (excluding any running costs, insurance costs, and credit card/bank charges) incurred by **you** in hiring a vehicle for:

- i. the period of time that **your vehicle** is being repaired; or
- ii. until **we** settle **your** theft or **total loss** claim,

if **your vehicle** cannot be used because of an **accident** covered under this policy.

The maximum **we** will pay is \$1,000 for any one event.

18. If You Buy or Sell a Vehicle

We will insure **your** replacement or additional **vehicle**, from the date and time **you** purchase it, without **you** telling **us** immediately.

We will insure it:

- i. for its **market value**, but
- ii. otherwise on the same terms that apply to the **vehicle** shown in the **schedule**.

We will only do this if:

- a. if it is for **your** sole use, and
- b. the replacement or additional **vehicle** is of a similar type, and
- c. **you** provide full details to **us** within 30 days of buying the replacement or **additional vehicle**, and
- d. **you** pay any extra **premium** which **we** require, and
- e. the **vehicle** purchased is valued at no more than \$150,000.

If **you** sell **your vehicle** during the **period of insurance**, it ceases to be insured from the date of sale, and is deleted from the policy. **You** must still tell **us**.

19. Inability to Drive After an Accident

We will reimburse **you** for reasonable alternative transport costs **you** incur if:

- i. they are as a result of **you** being incapacitated due to ill health or **bodily injury**, and
- ii. the New Zealand Transport Agency revokes **your** New Zealand driving license as a result, following an **accident** in **your vehicle** which results in a valid claim under this policy.

We will pay for a maximum period of up to 12 months from the date of the **accident**, and up to a maximum of \$1,000 for any one event.

20. Incorrect Refuelling Causing Damage

We will cover **you** or the **authorised driver** for mechanical breakdown when the incorrect fuel type (e.g. diesel instead of petrol and vice versa) is **accidentally** used in **your vehicle**.

The maximum **we** will pay for any one event is \$2,750 after applying an **excess** of \$250.

This extra cover does not include use of the correct fuel type that is, or becomes, contaminated unless it is caused by a malicious act of a third party.

21. Legal and Medical Expenses after Physical Assault

We will reimburse **you** for costs toward legal representation, medical expenses and counselling if **you**, or an immediate family member, are subject to an actual physical assault following a theft, attempted theft or **accident** involving **your vehicle**. Cover under this benefit does not apply where the assault is carried out by **you**, a family member, or by a person known to **you**.

The maximum **we** will pay is \$1,000 for any one event and in total during any one **period of insurance**.

22. Lost or Stolen Keys

We will cover **you** for **your** costs reasonably incurred in:

- i. altering or replacing locks, or
- ii. replacing keys and/or remote controls

where any key and/or remote control giving access to **your vehicle** is lost, stolen or believed on reasonable grounds to have been duplicated without proper authority.

The maximum **we** will pay for any one event is \$1,750 after applying an **excess** of \$250.

23. Modifications You Make to Your Vehicle

We will provide cover on **your vehicle**, where **you** modify it away from the manufacturer's original specifications.

We will only do this if:

- a. the modifications do not increase the performance of the **vehicle**, and
- b. the modifications comply with all regulations issued by the New Zealand Transport Agency where applicable
- c. **you** provide full details to **us** within 30 days of completing the modifications, and
- d. **you** pay any extra **premium** or agree to any change in terms or conditions which **we** require due to the modifications.

When **you** tell **us we** may also decide not to provide cover.

24. New Vehicle Option

We will, at **our** option, replace **your vehicle** if it becomes a **total loss**.

We will do this if the **total loss** happens to **your**:

- a. motor caravan, converted bus, or converted truck within 12 months of, or
- b. towed caravan or 5th wheeler within 36 months of:
 - i. its original (first) registration, or
 - ii. purchase date when new and,

after an **accident** for which there is a valid claim under this policy.

The replacement **vehicle** will be a new **vehicle** of the same make, model and specification, or its nearest equivalent, available in New Zealand at the date of loss. It will be fitted with the same (or nearest equivalent) **accessories**. The maximum **we** will pay is the **sum insured**.

You must first pay **us your excess** and any on-road costs that are not fully paid or up to date.

If this option is not used, normal settlement conditions apply.

25. Outstanding Financial Charge on Your Vehicle

We will cover **your** costs if **you** become legally liable to pay an outstanding financial charge over **your vehicle** after **you** have purchased it.

We will do this if:

- i. **your vehicle** is involved in an **accident**, and
- ii. a valid claim is accepted under this policy, and
- iii. **you** have made appropriate enquiries prior to purchase.

The maximum **we** will pay is \$10,000 for any one **vehicle**.

26. Parts and Accessories Removed from Your Vehicle

We will provide cover on **your vehicle accessories** or spare parts that are not fitted to the **vehicle** provided they are securely stored:

- i. at **your** home, or
- ii. in **your vehicle**.

The maximum **we** will pay for any one event is \$1,000 after applying the applicable **excess** for loss or damage by fire or theft.

27. Personal Injury from an Accident

We will pay the following amounts if **you** or any immediate family members suffer **bodily injury**:

- as a direct result of an **accident** involving **your vehicle**, and
- where there is a valid claim under this policy, and
- when **you** are driving **you** are using lawful driver or passenger restraints at the time of the **accident**, or
- at any time when **you** are in or on **your vehicle** and it is parked and stationary.

We will pay the following amounts arising out of any event, provided the **bodily injury** is the sole cause of any of the following within three calendar months of the event:

- a. death \$10,000
- b. medical and dental expenses incurred in connection with such **bodily injury** up to the sum of \$1,000
- c. total and irrecoverable loss of the sight of:
 - an eye \$2,500, or
 - both eyes \$5,000, and
- d. total and permanent loss of the use of:
 - one hand or one foot \$2,500, or
 - both hands or both feet or of one hand together with one foot \$5,000.

The maximum **we** will pay is \$10,000 per person and \$30,000 for any one event.

But **we** will not pay:

- i. where **bodily injury** was caused by an insured's suicide or attempted suicide;
- ii. if the insureds named in the **schedule** are not individuals.

28. Pet Death or Injury

We will pay reasonable veterinary costs incurred by **you** for **your** domestic pet if it suffers death or injury;

- i. whilst travelling in **your vehicle**; and
- ii. as a direct result of an **accident**; and
- iii. for which there is a valid claim for damage to **your vehicle** under this policy.

The maximum **we** will pay is \$1,000 for any one event. Domestic pet means any animal that is tamed and kept for pleasure and companionship.

It does not include any animal that is:

- i. not usually found living in urban households, or
- ii. kept as a working or sporting animal, or
- iii. kept for breeding or for any economic purpose.

29. Premium Credit for Your Replacement Vehicle

We will credit the **premium**, in proportion to the remaining **period of insurance**, towards insurance on a replacement vehicle where:

- i. **your vehicle** is treated as a **total loss**, and
- ii. **we** insure **your** replacement **vehicle**.

We will do this if:

- a. the person in control of **your vehicle** was completely free of blame; and
- b. vehicle details along with the identity of the other party who caused the damage is established.

This benefit only applies once in any one **period of insurance**.

30. Recognising You for Staying Claim Free

We will maintain **your** full No Claims Bonus for this **vehicle** provided that:

- i. **you** do not make more than one claim in any one **period of insurance**; and
- ii. when **you** first insure **your vehicle** with **us** **you** have remained claim free over the last 5 consecutive years of insuring it, or a previous similar **vehicle**

31. Refund of Registration and Road User Charges

We will refund the unexpired portion of any registration and road user charges (if applicable) remaining on **your vehicle**, if **your vehicle** is declared a **total loss** following an **accident** covered under this policy.

32. Rewards if Your Vehicle is Stolen

We will cover the cost of any reward offered, with **our** prior approval, to secure the return of **your vehicle** if it is stolen or illegally converted. The maximum **we** will pay is \$5,000 per event, subject to the successful prosecution of any offender.

33. Road Clearing Costs After an Accident

We will cover **you** for the reasonable costs incurred in:

- i. cleaning up and clearing away any debris and spillage
- ii. recovering and reloading any load lost or fallen from **your vehicle**
- iii. transferring the load carried on, lost or fallen from **your vehicle** to another vehicle and removing it to the nearest place of safety,

if any of these are necessary following an **accident** covered under this policy.

The maximum **we** will pay is \$20,000 in total for any one event.

This extension does not cover any fine, penalty or order for **reparation**.

34. Theft of Personalised Plates

We will pay to have **your** personalised plate reproduced if **your vehicle** has a personalised plate and the **vehicle** is stolen during the **period of insurance** and not recovered.

35. Trauma Counselling After an Accident

We will pay the reasonable costs of professional counselling services for **you** and **your** immediate family members travelling with **you**: -

- i. if **you** or **your** immediate family members sustain **bodily injury**
- ii. as a direct result of an **accident** involving **your vehicle**
- iii. for which a valid claim is accepted under this policy.

The maximum **we** will pay is \$1,000 for any one event and in total for any one **period of insurance**.

You may not claim under this benefit if **you** claim under "Automatic Benefits Only Applying to Vehicles Comprehensively Insured - 21. Legal and Medical Expenses after Physical Assault".

36. Uninsured Trailers Damaged or Stolen

We will cover any trailer owned, hired or borrowed for **your** own use if it is stolen or **accidentally** damaged, but excluding:

- a. caravans/fifth wheelers or boat, horse or camper trailers
- b. the **contents** of any trailer, unless they are **your contents**
- c. trailers which are insured by another policy
- d. trailers which cannot be drawn by **your vehicle**.

The maximum **we** will pay for any one event is \$ 2,750 after applying an **excess** of \$250.

37. Vehicle Use Without Your Consent

We will cover **you** for **your** loss arising from **your vehicle** being used in a way that an exclusion would apply, provided that:

- i. the use was without **your** knowledge or consent, and
- ii. **you** have not waived any right of recovery against the **authorised driver** or person responsible for the loss, and
- iii. **you** co-operate fully in any recovery action.

This extension also covers **your** legal liability, but not the liability of the **authorised driver** or person responsible for the loss, and not **your** liability for punitive or exemplary **damages**.

The maximum **we** will pay is \$250,000 for any one event.

VIII. Optional Benefits Only Applying to Vehicles Comprehensively Insured

We will also cover or pay for the following Optional Benefits which are all subject to the Policy definitions, exclusions and conditions. These benefits will only apply when:

- i. **your vehicle** is insured comprehensively, and
- ii. **you** have paid the required additional premium, and
- iii. the benefit is shown on **your schedule**.

1. Increased Contents Limit

We will pay an increased amount for **accidental** loss or damage to **your contents**.

The maximum that **we** will pay is increased to the amount shown in **your schedule** for any one event.

2. Temporary Accommodation

We will pay for temporary accommodation for **you**, if **your vehicle** is

- i. **your** only form of residence, and
- ii. in an unusable condition

as a direct result of an **accident** involving **your vehicle** for which a valid claim is accepted under this policy.

If **you** have an Alternative Accommodation or Temporary Accommodation benefit with **us** under any other policy, **you** can only claim this benefit under one policy or section of a policy per event.

The maximum **we** will pay is \$700 per week to a maximum of 10 weeks in total for any one **period of insurance**.

IX. Exclusions *(what you are not insured for)*

We will not pay for:

1. Excesses

You are not covered for any applicable **excess(es)**.

Where a single **event** causes **loss** to one **vehicle** which is covered under this policy, the **excess** applied will be the total of all applicable **excesses** (including the standard **excess** and any **excesses** under any applicable policy extensions).

Where a single **event** causes **loss** to more than one **vehicle** which is covered under this policy, the **excess** applied will be the highest of the total of all applicable **excesses** (including the standard **excess** and any **excesses** under any applicable policy extensions) for any one of the **vehicles**.

2. Depreciation, Wear and Tear, Corrosion, Existing Damage

Any loss arising from depreciation, wear and tear, corrosion, or the costs to rectify existing defects or existing damage.

3. Gradual Damage

Any loss arising from gradual damage unless covered under benefit #15 of "Automatic Benefits Only Applying to Vehicles Comprehensively Insured"

4. Breakdown of Vehicle Systems

Any loss arising from the breakdown, failure, breakage of, or inability to operate:

- a. any component, accessory or appliance; or
- b. any **vehicular** system, or
- c. any loss which failure of any component, accessory or appliance may cause to **vehicular** systems;

unless the breakdown is caused by collision or impact damage, earthquake, fire, flood, lightning, a malicious act, overturning of **your vehicle**, theft or illegal conversion or volcanic eruption.

5. Damage to Tyres

Any loss arising from application of brakes or by punctures, cuts or bursting unless the **vehicle** suffers other loss or damage in an **accident** or the damage is deliberate and is caused by a person not insured by this policy.

6. Unoccupied

Any loss arising from where **your vehicle** has been unoccupied (meaning no authorised person has slept there overnight) or unattended, for more than 30 days unless it is in a supervised caravan park or professional storage facility.

7. Intentional, Reckless or Criminal Acts

Any loss, damage, cost or liability from any intentional, reckless, or criminal act or omission.

8. Design and Specification Faults

You are not covered for any **loss** arising from defective workmanship, failure of, or defect or fault in the design of, the specifications for or the materials incorporated into **your vehicle**, or arising from failure, defect or fault in the manufacture, repair, maintenance or modification of **your vehicle** unless the **vehicle** is being repaired following a **loss** for which a claim is payable under this policy and **we** are paying for the repair of the **vehicle**.

9. Uninsured Use

Losses when **your vehicle** is being:

- a. used other than in accordance with the description of use;
- b. used:
 - i. for hire or carrying of fare paying passengers
 - ii. for the carrying, hauling or towing of goods or samples in connection with any trade or business other than farming
 - iii. as a courtesy or loan vehicle
- c. used anywhere for (or being tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations, race track driver training or race track vehicle handling lessons (or similar events) whether organised or not;
- d. driven on a racetrack whether sealed or not and whether in the presence of other vehicles or not.

10. Uninsured Drivers

Losses when **your vehicle** is being used or driven by **you** or any person with **your** permission who:

- a. does not have a licence which is in full force and effect to drive **your vehicle** at the time and place of the **accident**; or
- b. is not complying with the conditions of his/her licence; or
- c. is excluded from the policy cover.

11. Consequential Loss

Losses for consequential loss (including depreciation or loss of value) of any kind, however caused, including, but not limited to: -

- a. replacing or repainting any item that has not been damaged
- b. colour or pattern matching any replacement, repainted or repaired item to any existing undamaged item.

12. Intoxicating Liquor or a Drug

There is no cover under this policy if the driver of **your vehicle** was at the time of the **event** giving rise to a claim under this policy:

- a. under the influence of intoxicating liquor or has a breath alcohol or blood alcohol concentration that exceeds the legal limit; or
- b. refuses to undergo a breath or blood test when legally required to do so; or
- c. fails or refuses to stop or remain at the scene of an **accident** when legally required to do so; or
- d. is under the influence of a drug or other intoxicating substance.

This exclusion does not apply if the driver of **your vehicle** has stolen or illegally converted it (provided **you** report the theft or illegal conversion to the New Zealand Police as soon as possible).

13. Unsafe or Damaged Condition

Losses that arise from **your vehicle** being in an unsafe or damaged condition unless **you** can prove that such condition did not cause or contribute to the loss or damage. Cover will still apply if **you** can prove that **you** and the driver were unaware of such condition and had taken all reasonable steps to maintain **your vehicle** in a safe condition.

14. War, Radioactivity and Terrorism

Any claim, loss, damage, liability, death, disablement, injury, illness, or any other form of cover otherwise available under this policy resulting from or directly or indirectly caused by or arising in connection with:

- a. loss or damage caused by or arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to a popular rising, mutiny, rebellion, revolution, insurrection, military or usurped powers
- b. confiscation, destruction or acquisition by order of any government or local authorities unless it is to prevent or control loss or damage that would otherwise have been covered by this policy
- c. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel
- d. any act of terrorism including loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive, or nuclear:
 - pollution
 - contamination
 - explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any of the public in fear.

15. Electronic Data

Any claim, loss, damage, liability, death, disablement, injury, illness, or any other form of cover otherwise available under this policy resulting from or directly or indirectly caused by or arising in connection with:

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data;
- b. terror in creating, amending, entering, deleting or using electronic data;
- c. total or partial inability or failure to receive, send, access or use electronic data for any time or at all;
- d. communication, display, distribution or publication of electronic data but not where this causes injury if otherwise covered by this policy but for this exclusion;

regardless of any other contributing cause or event whenever it may occur.

16. Theft by Purchaser, Hirer or Borrower

Any loss arising from:

- a. theft or illegal conversion by a purported or prospective purchaser unless accompanied by violence or threat of violence, or
- b. theft, illegal conversion or non-return by a hirer or borrower.

17. Accident Compensation Corporation

Any amounts which are recovered (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001 or which would be recovered but for:

- a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or
- b. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

18. Weight

in respect of any property (including any road) arising from vibration caused by **your vehicle**, or the weight of **your vehicle** including the weight of the load carried by it unless covered under benefit #6 of "Automatic Benefits Only Applying to Vehicles Comprehensively Insured"

19. Other Insurance

If, at the time of any claim arising under this policy, there is any other valid and collectable insurance covering all or part of the same **loss** or liability, this policy will apply only to the amount of any **loss** or liability in excess of that recoverable under the other insurance.

20. Sanctions

We will not be liable to pay any claim or provide any cover or benefit to the extent that the provision of cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition, or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of New Zealand, Australia, the European Union, United Kingdom or the United States of America.

21. Cyber attack

You are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

X. Policy Conditions

These conditions give **you** information about **your** and **our** obligations arising from this policy. Some parts of this policy can cover other parties as well as **you**. To gain benefit of any cover under this policy, they must meet all the same conditions and obligations that **you** are required to meet. However if **you** breach any conditions no cover will apply to any other parties.

1. If there are Conflicts in the Policy

If there is any conflict or inconsistency between a benefit and other parts of the policy, the benefit will apply in preference. If there is any conflict or inconsistency between benefits, the more particular benefit will apply.

2. If You Have More than One Policy With Us

If **you** have any other insurance with **us**, **you** can only claim any of the benefits under one policy.

3. You must not transfer Your Legal Rights

You must not assign or attempt to assign this policy or **your** interest in this policy to any other person or party without **our** written consent.

4. You must not Breach Policy Terms or Conditions

No claim will be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. Nothing in this policy affects the common law or statutory rights of either party, including the right to avoid the policy for non-disclosure.

5. You can Cancel Your Policy

You may cancel this policy by giving written notice to **us**.

We will refund the unused part of **your** paid **premium**, less a \$50 processing fee, provided that **you** have not made a claim.

6. We can Cancel Your Policy

We may cancel this policy at any time by sending a notice to this effect to **you** at your last known postal address, facsimile number or e-mail address, or to **your** Insurance Advisor.

The cancellation will take effect at 4.00 pm on the 30th day after the communication has been sent.

We will refund the unused part of **your** paid **premium**.

7. You must take Care of Your Vehicle

You must, at **your** cost, take all reasonable steps to prevent loss or damage and maintain **your vehicle** in good repair. **We** will always have the right to examine **your vehicle**. **You** must avoid any loss or damage for which **you** could be held legally liable.

8. Changing the Terms of Your Insurance Cover

If **we** become aware of information that alters the underwritten risk, **we** may change the terms of this policy (including the **premium**, **excess** or terms of cover) during the **period of insurance**. **We** will do this by sending a notice to this effect to **you** at **your** last known postal address, facsimile number or e-mail address, or to **your** Insurance Advisor. The change or changes will take effect at 4.00 pm on the 14th day after the communication has been sent.

9. You have Obligations when Making Claims

- a. On the happening of any event or occurrence that may give rise to a claim under this policy **you** must:
 - i. immediately notify **us** of such event;
 - ii. take all reasonable steps to minimise the extent of loss or damage;
 - iii. immediately send **us** any communications which **you** receive in relation to an event which may give rise to a claim;
 - iv. obtain **our** consent before proceeding with repairs (other than for replacement or repair of **vehicle** glass);
 - v. make **your vehicle** available for inspection by **us**;
 - vi. provide all proofs, information and other evidence and otherwise give all possible assistance that **we** require; and
 - vii. in the case of loss by theft, burglary or vandalism advise the Police immediately.
- b. **You** will not, without **our** written consent, incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim.
- c. **You** must, at **your** cost, cooperate with **our** assessors, investigators, lawyers and anyone else **we** may appoint to help **us**, including attending meetings with them when **we** require **you** to.
- d. **We** will be entitled at **our** expense and in **your** name to take any proceedings necessary to obtain relief from any other party or to take over and conduct the defence and settlement of any claim against **you** for **damages**. **You** must provide all reasonable assistance and co-operation.
- e. If **we** pay a **total loss** claim for **your vehicle** then cover ceases and no **premium** is refundable, except as noted under benefit #29 of "Automatic Benefits Only Applying to Vehicles Comprehensively Insured." **We** may keep whatever is left or recovered of the **vehicle**.

10. You must give Complete and Correct Information

You must tell **us** everything that may be relevant to **our** decision to issue, renew or alter the policy.

The proposal, application, and/or declaration form the basis of this contract. All statements made or information given by **you** or on **your** behalf:

- i. in any proposal, application, or declaration (whether **you** have provided these statements or information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form, or provided information to **us** by telephone);
- ii. in support of this policy; or
- iii. in support of any claim;

must be complete and correct in all respects.

If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then **your** claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to **us**, or the statement or fraudulent claim was made to **us**.

We may also cancel any other policy **you** have with **us**. If the claim or any part of it has already been paid, then it will be repayable by **you** to **us**.

11. You must tell us if Your Circumstances Change

You must tell **us** about any changes to any circumstances relevant to this policy as soon as **you** know about them.

12. Your Policy is Governed by New Zealand law

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

13. Your Policy is Subject to Goods and Services Tax (GST)

All sums insured, limits, amounts or excesses shown are GST inclusive.

14. You must Pay Your Instalment Premiums

Where **we** have agreed to accept payment of **premium** by instalments all benefits under this policy will be forfeited from the date the first unpaid instalment was due, and **your** policy will be automatically cancelled if any **premium** instalment/s remains unpaid for 28 days.

To ensure that **you** have an opportunity to maintain cover in the event that an instalment **premium** has not been made to **us**, **we** will attempt again to collect the outstanding **premium** instalment from **your** nominated bank account.

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due.

15. You may be Jointly Insured

Where this policy is issued in joint names, or in the name of a Trust, then this policy is a joint policy.

This means that if one of **you**, including Trustees and Beneficiaries, does or fails to do anything so that there is no cover, there will be no cover for any of **you**, not just the person responsible.

16. If Reparation is ordered to be paid to you

If any person is ordered to pay **reparation** to anyone **we** insure under this policy for loss to any property that **we** have or will pay a claim under this policy for, then **you** must tell **us**.

Any payments received must first reimburse **our** claims payment up to the amount of any **reparation** received.

XI. Making a Complaint

We are committed to providing **you** with an exceptional level of service and customer care.

We realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. If this happens **we** want to hear about it so **we** can try and put things right.

Who to Contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible, are to be sure that:

- a) **you** are talking to the right person, and
- b) **you** are giving them the right information.

Step 1 – Initiating your complaint

In the first instance, contact Star Insurance Specialists by calling or writing to **us** at:

The Complaints Officer – Star Underwriting Agents Ltd t/a Star Insurance Specialists
PO Box 97954, Manukau City, Auckland 2241
Email: admin@starinsure.co.nz

If **you** wish to provide written details, please include the following information in **your** communication:

- **Your** name and address
- **Your** Policy number
- The nature of **your** complaint

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

Step 2 – If you are still unhappy

If **your** complaint is one of the few that cannot be resolved by Step 1, please write to:

Berkshire Hathaway Specialty Insurance - Complaints Manager
Level 34, ANZ Centre, 23-29 Albert Street, PO Box 106 844, Auckland, NZ 1143
complaints.newzealand@bhspecialty.com

Please ensure that **you** quote **your** Policy number and state that **you** are Insured with a Star Insurance Specialists Camper Care policy.

Step 3 – Beyond Berkshire Hathaway Specialty Insurance

If Berkshire Hathaway Specialty Insurance (BHSI) has given **you** their final response and **you** are still dissatisfied **you** may refer **your** case to the Insurance & Financial Services Ombudsman (IFSO). The IFSO is an independent body that resolves complaints about financial and insurance products. The IFSO will only consider complaints after BHSI has provided **you** with a 'deadlock' letter. BHSI will produce such a letter only when the BHSI internal complaints procedure has been exhausted.

The IFSO can be contacted at: PO Box 10-845 Wellington 6143
Ph. 0800 888 202
Email: info@ifso.nz

Roadside Assistance

If "Roadside Assistance" is shown as applying to your vehicle on your insurance schedule, your vehicle will be registered with NZ Roadside Assistance LTD (NZRA). This provides a 24 hour, 7 day roadside assistance. For roadside assistance call 0800 888 24 7. You will need to quote your vehicle's registration.

NZRA Roadside Assistance provides everything you need to get up and running again:

- Jump start if your battery is flat
- Flat tyre replacement with your spare tyre
- Emergency fuel if you have run out
- Minor roadside repairs, such as replacement fuses, temporary repair to hoses etc
- Emergency windscreen assistance repair and replacement
- Key replacement, locksmith service or key courier service
- Driver assistance with directions
- Urgent message relay
- Emergency towing/transport to the nearest place of safety if your vehicle cannot be mobilised.

Terms and conditions:

- Your vehicle must be currently warranted and registered, in a sound state of repair, and must be on or near a public road accessible by a 2WD vehicle.
- There is a limit of \$1,000 per callout, with a limit of three callouts in any twelve month period.
- Any emergency tow is to the nearest place of safety. Nearest place of safety is defined as a secure tow yard, mechanical repair premises or a nominated home address (whichever is the closest to the breakdown) that gets your vehicle off the road and to a place of safety.

Please note that this service is provided by NZRA and it is separate to this policy of insurance.

For questions about the service, please contact NZRA on 0508 697 623.

Notes





Meet the Star Family



