



Private Motor Vehicle Insurance

Policy Wording

Contract of Insurance and Insurance Agreement

This Policy forms part of Your contract of insurance. Your contract of insurance consists of:

1. This Policy document; and
2. The Schedule which details the cover applying to You and which may be updated from time to time. The Schedule will include any changes to the standard cover described in this Policy; and
3. Your proposal or application form including any written or oral statements or documents made or supplied by You; and
4. Any endorsements added either by way of Schedule or otherwise.

Under this contract of insurance You, as the Insured party, agree to pay the premium(s) stated in the Schedule and Western Pacific Insurance Limited (WPIL) agrees to provide the insurance cover set out in this Policy and according to this contract of insurance.

Some terms used in this Policy have specific meanings. Where words begin with an upper case letter the meaning of those words or terms are set out in the definitions section of this Policy document.

Defined words include any plurals or other derivatives of those words or terms as the context requires.

Headings are used for reference only and are not part of the Policy for interpretation purposes.

Index

	Page
Policy Definitions	2
Section 1 Vehicle Cover	3
Section 2 Legal Liability	5
General Exclusions	6
General Conditions	7

Policy Definitions

The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

- “Accessories”** fittings and attachments designed for use in a motor vehicle but which are not essential for the vehicle to operate, including but not limited to:
- a. Detachable and fixed equipment such as on board computers, telephone installations, radios, receivers, tape recorders/players, CD Players, TV/video screens, sound amplifiers and/or speakers, radar detectors, heating and/or cooling units, security equipment, sign-writing, artwork, load securing or protection equipment (including but not limited to tarpaulins, sheets, straps, ropes, chains and other tightening devices) and spare parts, but excluding any item of electrical or communication equipment not permanently affixed to the vehicle or wired into the vehicle’s electrical system; and/or
 - b. LPG, CNG or other fuel conversion or performance improvement installation; whilst in or on or used in connection with any Insured Vehicle, whilst temporarily removed to any other Insured Vehicle, whilst temporarily removed for repair or renovation or cleaning, or whilst in storage.
- “Accidental”** means unintended and unexpected happening or event.
- “Description of Use”**
while the Insured Vehicle is being driven:
- a. For private, social or domestic purposes; or
 - b. In the course of the business of the Insured stated in the schedule.
- “Excess”** means the amount You must pay towards the claim as set out in this policy or the Certificate of Insurance.
- “Insured”** the Insured(s) named in the Schedule.
- “Loss”** means sudden physical loss, damage or destruction:
- “Market Value”** the reasonable cost to buy, immediately prior to the loss a vehicle of the same:
Year
Make & Model
General condition, including mileage
- “Modifications”** any change to the Vehicle that is different from the manufacturer’s original specification. These can include:
Bodywork
Wheels or tyres
Engine, steering or suspension
Interior changes
Exhaust system
Sound system
- “Principal Driver”**
means the person who drives the vehicles the most
- “Sum Insured”** the Sum Insured shown in the schedule
- “Vehicle”** the Vehicle shown in the schedule (or any Replacement vehicle insured under the ‘Replacement Vehicle’ Benefit)
- “We”, “Our” or “Us”**
means Western Pacific Insurance Limited.
- “You” or “Your”**
means the person or persons or named in the Certificate of Insurance as the Insured.



Section 1 : Vehicle Cover

What you are insured for

We will cover You against Accidental Loss to the Vehicle during the period of Insurance anywhere in New Zealand, including transit between places in New Zealand.

What you are also covered for

These benefits are provided on the same terms.

New Vehicle Cover

If as a result of Loss covered by this Policy an Insured Vehicle, which is either a car, station wagon, utility, four wheel drive passenger jeep, or van or other vehicle weighing 3500 kilograms gross laden weight or less, becomes a total or constructive total Loss within 12 months of the original (first) registration or purchase date when new, WPIL will replace the Insured Vehicle with a new vehicle of similar kind, make and model of currently available in New Zealand together with similar Accessories, tools and spare parts, or if such a replacement is not available in New Zealand will reimburse the Insured's actual price paid for the Insured Vehicle.

No Claims Bonus and Deductible Protection

The Insured's no claims bonus (if applicable to the rating of an Insured Vehicle) will not be penalised nor will any Deductible be applied in respect of Loss or Damage caused by an at fault third party, notwithstanding the Insured is unable to make a recovery from the third party, provided that:

- a. The identity of the third party vehicle and driver is established; and
- b. You prove to our satisfaction that they are completely at fault.

Breakage of Windscreens, Windows and Sunroofs

WPIL will indemnify the Insured for Loss to windscreens, windows, sunroofs, including any heat reflecting or tinting or security material or process on them, and scratching or damage to bodywork resulting solely from such breakage, free of any Deductible and without the Loss of the Insured's no claims bonus, provided there is no other Loss to the Insured Vehicle being claimed for. This benefit is limited to one excess free claim per period of insurance.

Hire of Alternative Vehicle Following Theft

If any Insured Vehicle is stolen in its entirety and a claim is accepted under this Policy, the Company will indemnify the Insured for the cost of hiring a substitute vehicle up to 2000cc which is the closest to the make and model of your vehicle during the period the Insured Vehicle is unavailable, provided that the indemnity provided by the Company will:

- a. Cease on the date the Insured Vehicle is recovered (or upon the completion of the repairs to the Insured Vehicle if it is recovered damaged) or replaced or when the Insured is paid a total loss settlement by the Company; and/or
- b. Not exceed 14 days and a maximum of \$100 per day

This extension does not cover the cost of fuel, bond, deposit or additional charges you may be required to pay

Transportation Costs to complete journey

Where as a direct result of Loss to an Insured Vehicle, the person in charge of the Insured Vehicle and any passengers travelling with them are prevented from completing their journey or returning in the Insured Vehicle to their home or the place where the vehicle is normally based, WPIL will indemnify:

- a. That person and any passenger for the cost of accommodation and travelling expenses reasonably incurred to complete their journey or return each one to their home or the place where their journey in that vehicle commenced; and
- b. The Insured for the reasonable cost of recovering and returning the Insured Vehicle to the place where it is normally based.

Provided that:

- a. A claim is accepted under Section 1. of this Policy; or
- b. The person was in charge of the Insured Vehicle with the knowledge and consent of the Insured; or
- c. The indemnified costs will not include any costs that would have been incurred in the absence of Loss; or
- d. The liability of WPIL is limited to the amount specified in the Schedule any one Accident.

The indemnity provided by this Extension is in addition to the indemnity provided in respect of the Loss to the Insured Vehicle and is not subject to an additional Deductible.



Keys and Locks

If any of the keys to your vehicle are lost, stolen or you have reason to believe they were illegally duplicated we will pay the reasonable cost of replacing the keys and/or locks they were for. The maximum we will pay under this extension is \$1,000 during the period of insurance.

Replacement Vehicle

We will cover a replacement vehicle or additional vehicle you purchase for your sole use if its value at the date of purchase is no more than \$50,000. However you must tell us within 30 days of the purchase, the terms and conditions may differ from your existing vehicle.

Removal of debris costs

We will pay the reasonable costs to remove vehicle debris after the accident if this is your responsibility.

Trailers

We will cover you for sudden accidental loss to any trailer owned by you or that is under your care or control as long as the loss is not covered by any other insurance.

This benefit is limited to \$1000 for any one event and does not cover any:

- Horse floats
- Boat Trailers
- Caravans or Camper Trailers
- Contents of any Trailer

Legal Expenses

If we have accepted your claim and as a direct result of Loss to an Insured Vehicle the person in charge of the Vehicle is charged with Manslaughter or Dangerous Driving causing Death we will pay up to \$2500 towards your legal defence costs during the period of Insurance.

What we will pay out

We have the option to either:

Reimburse to you or pay the Repairer the reasonable costs actually incurred to repair the Vehicle less any excess applicable.

Pay you an amount equal to the cost of repairing the vehicle

Pay the Market Value of the Vehicle immediately before the loss if We consider your vehicle uneconomic to repair

The most we will pay is the Market Value of your Vehicle or the sum insured in the schedule whichever is less.

What you are not covered for:

- a. Any Deductible specified in the Schedule; or
- b. Loss of use or consequential losses of any kind (unless specifically covered herein); or
- c. Depreciation or loss of value.
- d. Wear and tear, rust, corrosion, deterioration; or
- e. Mechanical, electrical or electronic breakdown, failure or breakages; or
- f. Loss or damage to any part or component of the engine, hydraulic or transmission systems resulting from d or e above. However resultant loss or damage to any other part or component of the Insured Vehicle is not excluded by this Exclusion; or
- g. Punctures, cuts, splits, or bursting of tyres or damage to tyres by application of brakes unless caused at the same time as other Loss covered by this Policy.

If there is a claim under Section 1, the Insured;

1. Must take prompt steps to minimize and prevent further Loss; and

- a. If the Insured Vehicle can be driven safely and without causing further Loss, take it to any repairer or otherwise have it towed to the nearest suitable repairer or tow-yard; and

- b. As soon as possible notify WPIL and submit full particulars of the claim, as required by WPIL.

Note: Except for the replacement or repair of windscreens, windows or sunroofs, no repairs should be carried out until WPIL surveyor/assessor has examined the Insured Vehicle and approved any repair work, unless this requirement is specifically waived by WPIL prior to the commencement of the repair.

- c. Is responsible for the payment of the Deductible to the repairer.



Section 2 : Personal Liability

What you are covered for:

Personal Liability Cover

We will cover Your legal liability in connection with the use of the insured vehicle, for payment of compensation in respect of:

- a. physical loss or damage to someone else's property; or
- b. Injury; occurring during the period of insurance which is caused by an accident or series of accidents attributable to one source or originating cause.

We will also pay reasonable legal costs and expenses You incur with Our consent for which You are legally liable, plus the cost of any lawyers We appoint.

This cover only applies in response to an accident occurring anywhere in New Zealand and if not covered by any other Insurance.

We will cover the Legal Liability of any other person in connection with their use of the insured vehicle provided that:

- They are driving the vehicle with your permission
- Their Liability is not covered by any other Insurance
- They meet the same policy terms and conditions as You must meet

Basis of Settlement of Claims

During any one period of insurance, We will pay up to a maximum of:

- a. \$5,000,000 for liability for loss or damage to property;
- b. \$1,000,000 for liability for Injury to any person.

These limits will be reduced by any amount paid under any other policy You have with Us providing this type of cover for the same Liability, Loss, Occurrence or Incident.

What you are not covered for:

Liability Exclusions

1. This policy does not cover You if the liability arises out of, or is in connection with:
 - a. Loss to someone else's property which is under the care and/or control of You or any person travelling in your vehicle.
 - b. Liability arising out of a contract or agreement unless You would have been liable even without the contract or agreement
2. Any Deductible specified in the Schedule.

If there is a claim, or possible claim, under Section 2:

- a. The Insured must as soon as possible notify WPIL and submit full particulars of the claim, as required by WPIL and must not without the written consent of WPIL:
 - i. Incur any expense in making good any Loss to the property of others or incur any legal expense; or
 - ii. Make any statement or take action which may be considered to be an admission of liability; or
 - iii. Negotiate, pay, settle, admit or repudiate any claim made by another party, but must refer that party to WPIL which will be entitled to handle the claim on behalf of the Insured.

General Exclusions

This Policy does not cover any Loss or Liability:

1. While the Insured Vehicle is:

- a. Being driven outside the Description of Use or used for racing, pacemaking, reliability trial, hill climbing or speed tests, or being driven in preparation for any of these activities; or
- b. Being driven in an unsafe condition where the condition causes or contributes to the event which results in the Loss or liability; or
- c. Being driven by any person who is not the holder of a valid licence for the appropriate class, or who is breaching any condition of their licence; or
- d. Being driven by a person who:
 - i. is under the influence of intoxicating substance or drug; or
 - ii. has a proportion of alcohol in the blood which exceeds the legal limit.

This exclusion will apply notwithstanding the driver may have died as a result of the Accident; or

- i. has a proportion of alcohol in the breath which exceeds the legal limit; or
- ii. fails to supply blood or breath as required by law; or
- iii. fails to stop, or remain at the scene, following an Accident as require by law; or
- iv. being driven in breach of the legal requirements relating to driving hours;

The above conditions do not apply if anyone steals or illegally converts Your vehicle provided that it is reported to the Police

2. Which is directly or indirectly caused by:

- a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power; or
- b. confiscation, requisition, destruction of or damage to property by order of Government, Civil, Public or Local Authority or any other entity authorised by legal process unless the order is given for the purpose of preventing or controlling fire or any other event for which cover is provided by this Policy; or
- c. Nuclear weapons material; or
- d. Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion 1 d, combustion includes any self-sustaining process of nuclear fission.

3. This Policy does not cover any death, injury, illness, loss, damage, cost, expense or liability, of any nature whatsoever, directly or indirectly caused by, or in connection with an Act of Terrorism.

“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.

4. This Policy does not cover loss of or damage to Electronic Data, and any liability arising from this, directly or indirectly caused by, or in connection with a Computer Virus. This includes loss of use, reduction in functionality or any other associated loss of expense in connection with Electronic Data.

However, this Exclusion does not apply to resultant damage to the Insured Property, which is not otherwise excluded.

“Electronic Data” means: facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

“Computer Virus” means: a set of corrupting, harmful of otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to “Trojan Horses”, “Worms” and “Time or Logic Bombs”.

5. Unless noted on the schedule there is no cover if your vehicle has been modified after manufacture unless we have agreed to these modifications in writing.



General Conditions

Statements

The correctness and truthfulness of all statements made in relation to this policy or any claim is essential before We have any liability under this policy.

Changes in Circumstances

If any relevant circumstances change or may change during the period of cover, You must advise Us. For example, if another person becomes the principal driver of the vehicle or the vehicle is modified in any way.

Changes to the Policy

We can change the terms of this policy by writing to You at Your last known postal address for this policy shown on Our records. The change will take effect 14 days after the date of that letter.

Cancellation of the Policy

- a. By You – You may cancel this policy by writing to Us. We will refund 80% of the unused premium.
- b. By Us – We may cancel this policy at any time by writing to You at Your last known postal address for this policy shown on Our records. The letter will contain at least 14 days notice. We will refund Your unused premium.

Taking Precautions

You must take all reasonable precautions to prevent any Loss, Damage, Liability or Injury covered by this policy.

Other Obligations

We may decline and/or recover any payment already made if you do not act as follows:

- a. not cause or facilitate Loss or Damage or incur liability by any unreasonable, reckless or willful act or omission;
- b. inform the Police if it appears that there has been arson, theft, or malicious damage and co-operate fully with the Police in their investigation and prosecution;
- c. tell Us immediately and return the claim form properly completed within 30 days of becoming aware of any circumstances which may give rise to a claim;
- d. provide Us immediately with full particulars of any claim made against You by another person or entity, all legal documents served on You and allow Us the sole option to negotiate settlement of, or defend the claim, in Your name;
- e. 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;
- f. take all steps which We consider reasonable to prevent further loss or damage and see that any repair work is carried out promptly;
- g. comply with all Our requests relating to Your claim including providing all co-operation, information and assistance;
- h. not start repair work without Our prior approval;
- i. not discuss any claim made on You by another person with them.

Joint Insureds

If this policy is issued to more than one person then the policy is a joint policy. This means that if one named insured does, or fails to do, something which breaches the policy or forfeits the right to cover, no cover will be available under the policy for any of the named insureds.

Other Insurance

If any loss or damage or liability covered by this policy is also covered by any other policy, We will only pay over and above the cover provided by the other policy.

Automatic Reinstatement

The cover provided under Section 1 will not be reduced by any partial Loss paid by Us, provided you carry out all recommendations We make to prevent any further Loss.



Goods and Services Tax

Where any part of this policy specifies any sum insured this amount excludes Goods and Services Tax.

Jurisdiction

The law of New Zealand shall apply to, and the Courts of New Zealand will have exclusive jurisdiction in respect of, any litigation arising out of this policy. Any compensation awarded, or costs or expenses of litigation incurred, outside New Zealand, are not covered.

Total Loss payment

If we make a payment for the total Loss of Your vehicle this policy ends and you are not entitled to any premium refund.