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## ***PRIVATE CAR INSURANCE***

### **INTRODUCTION**

Thank you for purchasing insurance from The New India Assurance Company Limited.

**Your insurance policy:**

**Your** insurance policy consists of:

- 1 **Your** proposal and any other information **you** supplied **us**
- 2 The Car Policy wordings below that **you** have selected, and are shown in the **schedule**
- 3 The policy **schedule** Premium

Once **you** have paid, or agreed to pay, the premium, **we** will insure **you** on the terms set out in each policy wording.

**Your satisfaction guaranteed**

**We** will give **you** a full refund of **your** premium within the first 30 days, if **you** are not completely happy with the policy wording. **You** will not be able to claim under that policy if **you** request a refund during this period.

**Your duty of disclosure**

When arranging this insurance, **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

- Whether to accept **your** proposal, and
- If so, on what terms.

Examples of what **you** must tell **us** include:

- Anything that increases the risk of a claim
- Any criminal offending or convictions
- Any previous insurance claims
- Any refusal by another insurer to insure **you** on standard terms, or to continue to insure **you** on standard terms.

**You** must also tell **us** this every time each policy renews, and when **you** make any changes to them.

If **you** fail to do this, **we** may avoid the policy back to when it started as if **you** were never insured at all.

When in doubt, disclose. We treat all information confidentially.

## **DEFINITIONS**

The words (and any derivatives) marked in **bold** throughout the policy wordings are defined as follows:

**Act of terrorism** means an act, including but not limited to the use of force or violence and threat of any person or group, whether acting alone or on behalf of or in connection with any organisation or government that from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and, or, to put the public or any part of the public in fear.

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

- Audio and radio equipment and other in-vehicle entertainment and communication equipment, forming an integral part of the car.
- Car seat covers, floor mats, or child car seats.

**Accidental** means unexpected and unintended by **you**.

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

**Business** means generating income or revenue by carrying on any business trade or profession or by providing any goods or services.

**Event** means a single event or series of events that have the same cause.

**Excess** the amount shown in the **schedule** that we do not pay.

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

**Market value** means the reasonable cost to purchase an identical item second hand in New Zealand of equivalent age, quality and capability, and in the same general condition.

**Modification** means any change to **your car** that is different to the manufacturer's original specification or recommendations. This includes changes to the engine, steering, suspension, chassis, body kits, paintwork, interior, tyres and wheels, and sound system.

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

**Schedule** means the most recent Schedule issued under this policy.

**Trailer** means any general **use** trailer that is owned by **you**, or in **your** care, and not covered under any other insurance. It does not mean any caravan, boat trailer or horse float or their contents equipment or accessories.

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

**Vehicle** means:

- **Your car** when is being **used** by **you** or anyone else with **your** permission, and
- Any other car that is not owned by **you** or **your family**, and is being used by **you** with the owner's permission, and where there is no other liability insurance in relation to it.

**We/us/our:** The New India Assurance Company Limited.

**You** for the Policy means the 'Insured' named in the **schedule**.

**Your car** means the vehicle described in the **schedule**, and includes any of the following while in it or on it, or being **used** in connection with it:

- Any **accessory**
- Standard tools and equipment supplied with it when purchased new (or equivalent ones).

## **USING YOUR CAR**

**We** will cover any **vehicle** anywhere in New Zealand, including while it is in transit within New Zealand with a licensed transport operator, while it is being **used** for:

- For private, social or domestic purposes
- Any **business**, except where any of the following apply:
  - Carrying goods or samples in connection with any **business**, except farming
  - Being **used** by anyone acting as any of the following:
    - Commission agent, company representative
    - Sales or service person
    - Stock and station agent

- Insurance assessor, investigator, or loss adjuster, or in any similar capacity
- In connection with the motor trade, unless it is with **your** consent to service or repair **your car**
- To carry fare-paying passengers
- To take part in or practice for any race, time trial, rally, sprint or drag race, or any similar motor sport, event, demonstration, or test
- Being **used** on a race track
- Being **used** by anyone else under any type of hire arrangement or agreement
- Being **used** by a professional motor driving instructor, unless he or she is teaching **you**, or a member of **your family**, to drive.

## **TYPES OF COVER**

**We** offer three types of cover:

- 1 FULL COVER means **you** have cover under both **Part One** and **Part Two** of this policy.
- 2 THIRD PARTY FIRE AND THEFT means **you** have cover under **Part Two**, and cover under **Part One** is limited to:
  - **loss to your car** caused by fire, theft, illegal conversion, and
  - Uninsured Third Party Cover below.
- 3 THIRD PARTY ONLY means that **you** have cover only under **Part Two** of this policy only, and Uninsured Third Party Cover below.

**You** have the type of cover listed in the **schedule**.

### **Uninsured Third Party Cover**

**We** will pay for **loss to your car** during the **period of insurance** caused by a collision with an identifiable uninsured driver of another vehicle, provided **you**:

- provide **us** with information so that **we** may establish that the other driver was completely at fault, give **us** the correct registration number and information **we** need to identify the driver including his or her name and address.
- Give **us** reasonable help to recover **your loss** from the other driver, or from the vehicle owner.

The most **we** will pay is \$3,000 per **event**.

## **POLICY EXCESSES**

The **schedule** shows the standard **excess** that **you** must pay for any **loss**.

**You** must also pay any relevant driver **excess** shown in the **schedule**. However, **you** will not have to pay the driver **excess** if **your car** is stolen or illegally converted, provided that **you** lay a complaint with the Police.

Policy **excesses** apply to **Part One** only if **you** have FULL COVER or THIRD PARTY FIRE AND THEFT. Policy **excesses** apply to **Part Two** if **you** have THIRD PARTY ONLY.

### **When you do not have to pay the excess**

**We** meet the **excess** for **you** in these situations:

- If the **loss to your car** is from a collision with another vehicle, and **you** do all of these things:
  - give **us** enough information to establish that the driver of the other vehicle was more to blame than the driver of **your car**;
  - give **us** the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address).
  - give **us** reasonable help to recover the **excess** from the driver of the other vehicle, or from its owner;
- If the **loss to your car** is to the windscreen, window glass or sunroof only, and the **schedule** shows this policy includes a Windscreen Cover;
- If the **loss to your car** is from actual or attempted theft or illegal conversion while it was fitted with an activated engine immobiliser approved by **us**.

## **PART ONE – COVER FOR YOUR CAR**

### **What is covered**

We cover **you** against sudden **accidental loss** to **your car** during the **period of Insurance**.

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

### **Additional cover**

1      **Windscreen cover**

If **your** claim is only for **accidental loss** to **your car's** windscreen, window glass, headlights or sunroof, then:

- **You** will not have to pay any **excess**, and
- **Your** No-Claim Discount is not affected.

2      **Trailer cover**

Included under **Part One** is cover for any **trailer**

The most that **we** will pay for any **loss** is \$1,000. The only **excess** that will apply is \$50.

This extension will not cover any of the following:

- Caravan or camper **trailer**;
- Horse float;
- Contents of any **trailer**.

3      **Keys and locks**

If the keys to the **car** are lost or stolen during the **period of insurance**, **we** will pay up to a maximum of \$1000 for the reasonable cost to **replace** them. A \$100 excess will apply to this additional cover, but **your** No-Claims Discount is not affected.

4      **Towing costs**

If **your car** can no longer be driven following a covered **loss**, **we** will pay necessary and reasonable towing costs to remove the **car** for repairs.

5      **Change of car**

If **you** sell **your car** during the **period of insurance**, any car that you purchase to replace it will be automatically covered for 30 days from the time that **you** purchase it. The same conditions and obligations that applied to **your car** under this policy apply to the replacement car, including the purpose for which it is **used**.

As soon as possible within this 30 days **you** must do the following:

- provide **us** with details of the replacement car
- complete a written proposal or application form if **we** request it
- pay **us** any additional premium if this is required.

6      **Additional Expenses following an Accident**

If **your car** is not in a driveable condition because of an **accident** covered under this policy, **we** will reimburse **you** for any of the following costs reasonably incurred:

- Transport and/or accommodation for **you** and any passengers in **your car**
  - to return to **your** current residential address, or
  - to continue to **your** intended destination;
- Return of **your car** to **your** current residential address when repairs are complete.

**We** will pay up to \$500 for all costs resulting from one **event**.

7      **Fatality Cover**

If **you** or **your spouse** are involved in an **accident** whilst using **your car** that is covered under this policy, which leads to the death of **you** or **your spouse** within 90 days of the **accident**, **we** will pay \$10,000 to **your** legal representative or that of **your spouse**.

8      **Road clearing costs:**

Following an **accident** covered under this policy, **we** will pay the reasonable cost, up to \$1,000, to remove vehicle debris or hazardous substances from the **accident** site, if this is **your** responsibility.

9      **Alternative transport costs**

**We** will arrange a hire vehicle up to 1500cc through **our** approved supplier for up to 14 days while **your car** is:

- being repaired, or is not fit to drive until it is repaired; or
- missing after being stolen.

If **your car** is uneconomic to repair, **you** must return the hire vehicle when **we** settle **your** claim.

**You** must contribute \$20 per day (paid to **our** supplier when the hire vehicle is obtained) and pay any bond or deposit, and for any fuel **you** use.

This cover applies to **your car** only and not to a **caravan** or **trailer**.

10 Medical Expenses

**We** will pay **your** medical costs incurred for medical surgical, therapeutic, dental and nursing treatment as a result of **bodily injury** in relation to a **loss** involving **your car** during the **period of insurance**

11 Manslaughter Defence Costs

**We** will pay **your** legal costs to defend a charge of manslaughter, or reckless or dangerous driving causing death resulting from:

- **You** or **your spouse** driving the **car**; or
- Any member of **your family** driving the **car** with **your** permission; or
- **You** or **your spouse** driving any **car** that **you** and **your spouse** do not own and are not purchasing, providing that **you** or **your spouse** has the owners permission to drive the **vehicle**.

The most that **we** will pay is \$1,000.

### What is not covered

**We** will not cover **you** for:

1 Breakdown or failure or breakage of any of the following:

- 1.1 Engine or transmission system;
- 1.2 Electrical or electronic system or equipment;
- 1.3 Mechanically or hydraulically operated system or equipment or any **loss** which this causes to any other part of that system or equipment;

However, this exclusion will not apply if the breakdown, failure, or breakage is a direct result of any:

- Fire, collision or overturning, or
- Theft, conversion or malicious damage

2 Wear and tear

3 Damage to tyres. However this exclusion does not apply to **loss** to tyres from fire, impact, overturning, malicious damage, theft, volcanic eruption, hydrothermal activity or tsunami

4 Gradual deterioration

5 Corrosion or rust

6 Depreciation

7 Loss of use

8 Fault or defect in any material or workmanship or design.

### What you receive

1 If **your car** is repairable

If **we** decide that **your car** is economic to repair **we** will:

- Arrange and pay for the actual repair, or
- Pay **you** an amount equal to the cost of repair, and
- Deduct **your excess** from the amount of the **loss**.

**We** will only pay to repair **your car** to the same condition it was in before the **loss**.

2 If **your car** is a total loss

If **we** decide that **your car** is uneconomic to repair, or **your car** is stolen and not recovered, **we** will pay the lesser of:

- The **market value** of **your car** and
- The Sum Insured shown in the schedule.

If **your car** is not older than 12 months since purchased as a new car at the date of the **loss**, and it is readily available in New Zealand **we** will replace **your car** with a new vehicle of the same model and specification, providing.

- **We** will deduct **your excess** from the amount of the **loss**.

Where the claim is a **total loss**, despite the Cancellation General Condition, **you** are not entitled to any refund of the annual premium. **You** must continue to pay any outstanding balance of that premium or **we** may deduct it from the claim payment.

3 Unavailable parts and accessories

If any parts or accessories needed to repair **your car** are unavailable from stock in New Zealand then **we** will pay whichever of the following costs least:

- The manufacturer's most recent New Zealand list price;
- The list price of the closest equivalent available in New Zealand;
- The actual cost of having a new part made in New Zealand.

4 Salvage costs

**We** will also reimburse **you** for any reasonable costs that **you** incur to have **your car** removed to the nearest safe place if it is not in a driveable condition because of an **accident** that results in a claim under this policy.

**No claims discounts**

**We** will apply a No-Claims Discount to **your** premium if **you** have FULL COVER.

1 Standard Discount

**We** will review **your** insurance annually and if **you** have not claimed during the 12-month period before the review then **we** will offer a discount on the premium for the next 12 months.

2 When **you** can receive a discount

If a claim is made on this insurance, then **your** No-Claims Discount will reduce at the next annual review;

If 2 or more claims are made on this insurance during the same 12 month period, then **your** No-Claims Discount will be removed at the next annual review.

No-Claims Discounts will not be affected by:

- Windscreen cover claims
- **Trailer** or caravan claims
- Claims involving drivers with no insurance.

3 Premium Discount

If **you** do not claim for 5 consecutive years after first qualifying for the Standard Discount, **we** will then provide a further special discount on the same terms.

**PART TWO – COVER FOR YOUR LIABILITY**

**What is covered**

**We** will cover **your** legal liability in connection with any **accident** involving a **vehicle**, or any **trailer** or caravan attached to it, resulting in:

- **Accidental bodily injury** to any person;
- **Accidental loss** to property owned by someone else that happens during the **period of insurance**.

**We** will also pay **your** legal costs and expenses that **we** agree to pay.

**We** will also cover the same legal liability of anyone else driving **your car**, provided:

- They are driving it with **your** permission, and
- They comply with this policy, and
- There is no other liability insurance covering them.

**Additional Cover**

Forest and Rural Fires Act Cover

**We** will also cover any amount which **you** are legally required to pay under section 43 or sections 46 or 46A of the Forest and Rural Fires Act 1977 in connection with an **accident** involving a **vehicle** that happens during the **period of insurance**.

**What is not covered**

**We** will not cover liability for:

- 1 For **loss** to property that **you** own or that is in **your** care, or in the care of anyone **we** insure under this policy, other than for:
  - 1.1 Towing a disabled car, or

- 1.2 Carrying clothing and personal effects and luggage for a passenger in the car.
- 2 Carrying a car in transit between places in New Zealand, if the person in charge of the car, trailer or caravan does not comply with all the requirements of the carrier.
- 3 Assumed by agreement where there would be no liability without that agreement.
- 4 Any fine, punitive or exemplary damages
- 5 For **bodily injury** covered by the Accident Compensation Corporation
- 6 Liability for **bodily injury to you** the driver, **your spouse or family**
- 7 The cost of defending legal proceedings brought in any court outside New Zealand, and the cost of any judgment against **you**, or any other associated costs or damages.
- 8 In connection with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless that seepage pollution or contamination happens during the **period of insurance** and is caused by a sudden **accidental event** that happens during the **period of insurance**.

### What you will receive

The most **we** will pay for an **event** is:

- \$20,000,000 for liability for **loss** to property and/or **bodily injury** to any person; and
- \$100,000 for liability under the Forest and Rural Fires Act 1977.

**We** will deduct the **excess** from any amount payable.

If **you** and any other person claims for liability which result from one **event**, **we** will cover **you** first.

### SPECIAL CAR CONDITIONS

- 1 **You** are not insured for **modifications** to **your car**, unless the details of the **modifications** have been given to **us** and are agreed by **us** in writing.
- 1 There is no insurance under this policy if the driver of the **vehicle**:
  - Drives with a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
  - Refuse to undergo a breath or blood test after an **accident**, when legally required to do so, or
  - Is under the influence of a drug or any other intoxicating substance to such an extent as to be incapable of having a proper control of the **vehicle**
  - Is unlicensed to drive it, or is in breach of his or her licence conditions.

This exclusion will not apply if the driver of **your car** has stolen or illegally converted it, providing **you** lay a complaint with the police. The driver has no cover under this policy.

## **CLAIMS CONDITIONS**

### **Making a claim on this insurance**

#### ***You must:***

- 1 Tell **us** as soon as **you** are aware of any **loss** or liability covered under any policy wording
- 2 Complete **our** claim form in full if requested
- 3 Allow **us** to investigate and inspect the **loss** or liability
- 4 Provide any other information or assistance which **we** need
- 5 Give **us** permission to obtain personal information which relates to **your** claim held by any other party
- 6 Forward to **us** all relevant information and correspondence
- 7 Provide a statutory declaration to verify the **loss** or liability if **we** request it
- 8 Lay a complaint with the Police if **you** suspect burglary, theft, arson or intentional damage
- 9 Minimise **your loss** or liability, and try to avoid any further **loss** or liability
- 10 Take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses.

#### ***You must not:***

- 11 Dispose of any property that **you** intend to claim for under a policy wording
- 12 Start any repairs without **our** permission unless it is necessary to prevent further **loss** or liability
- 13 Admit responsibility for any **loss** or liability
- 14 Say or do anything which may prejudice **our** ability to defend any claim made against **you**, or make recovery for the **loss** from any other person who may be responsible for it.

### **After you have made a claim**

After **you** have made a claim:

- 1 **We** have the sole right to act in **your** name and negotiate, defend or settle any liability on **your** behalf at **our** own expense.  
**We** may pay the maximum amount payable under any liability section (or any lesser amount for which the liability can be settled), plus the legal costs and expenses incurred to date. This meets **our** obligations under the liability section in full.
- 2 **We** may take over in full any legal right of recovery that **you** have.
- 3 If any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must:
  - 3.1 Tell **us** immediately, and
  - 3.2 Hand the property over to **us** if **we** request it.
- 4 **You** must reimburse **us** if **you** receive any money from any person ordered to make reparation to **you**.

### **Dishonest or fraudulent claims**

If **your** claim is dishonest or fraudulent in any way, **we** may decline your claim, wholly or partially and, at **our** discretion, declare that this policy is unenforceable from the date of the dishonest or fraudulent act.



## **GENERAL EXCLUSIONS**

- 1 **We** will not cover **loss** or liability caused directly or indirectly by:
  - 1.1 war, invasion, act of foreign enemy, warlike operations (whether war has been declared or not); civil war, rebellion, revolution, insurrection, military or usurped power
  - 1.2 nuclear weapons materials, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear wastes which result from the fusion or fission of nuclear fuel
  - 1.3 confiscation, nationalisation, or requisition by the order of Government, local body, or authority, unless it prevents a **loss** for which a claim would otherwise have been covered under this policy
- 2 **You** are not insured for **loss** or liability connected in any way with loss 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 the loss of use, reduction in functionality or any other associated loss or expense in connection with the **electronic data**.
- 3 **You** are not insured for loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - An **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, death, injury, illness, liability, cost or expense.
  - Any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

## **GENERAL CONDITIONS**

### **Comply with the policy**

**You** must meet the following conditions **BEFORE** **we** are obliged to cover **you**:

- 1 **You** must comply with all the policy terms, and
- 2 All statements and answers, whether by **you** or anyone else, must be true when **you**:
  - 2.1 apply for this insurance, and
  - 2.2 notify **us** regarding any change in circumstances, and
  - 2.3 make any claim under this policy.

### **Cancellation**

**You** may cancel the policy by giving **us** notice. **We** will refund to **you** the unexpired portion of any premium **you** have already paid to **us**.

**We** may cancel this policy at any time by giving notice to **you**. It will be effective from 4.00pm 14 days after the notice is given. The 14-day period starts on the day the notice is delivered or posted. **We** will refund to **you** the unused portion of any premium **you** have already paid to **us**.

### **Change in circumstances**

**You** must tell **us** immediately, after the start of the policy, if there is a material fact that **you** know that would:

- Increase in the risk insured, or
- Alteration in the risk insured.

### **What we may do if circumstances change**

After **you** have told **us** about a change in the risk insured, **we** may amend **your**:

- Premium payable, and/or
- Terms and conditions of this policy.

Those changes will be effective immediately.

### **What we may do if you do not tell us of changed circumstances**

If **you** fail to tell **us** about a change in the risk insured, **we** may:

- Declare this policy unenforceable, or
- Completely or partially refuse any subsequent claim.

These actions will be taken from the date **you** knew, or ought to have known, of the increase or alteration in the risk insured.

### **Double insurance**

**You** must notify **us** immediately of any other insurance policy that covers any of the risks covered under this policy.

If any other insurance policy exists, **we** will only pay over and above the limit payable under that other policy.

### **Goods and Services Tax**

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

- all Sums Insured exclude GST (unless otherwise stated), and
- GST will be added, where applicable, to claim payments.

### **Governing Law**

The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.

### **Insurance Law Reform Acts**

The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Acts 1977 and 1985.

**Notices**

Notices from **you** to **us** must be delivered personally, posted or emailed to **us**.

Notices from **us** to **you** must be delivered personally, posted or emailed to **your** last known postal address

**Joint insurance**

If more than one person or entity are listed in the **schedule**, then all the parties are insured jointly.

**Take reasonable care**

**You**, and anyone else covered under this policy, must take reasonable care to avoid circumstances that may result in a claim. **Your** claim will not be covered if **you** are reckless or grossly irresponsible.

**Parties with financial interests**

**We** may pay all or part of any claim proceeds to the holder of any financial interest over **your vehicle**. **Our** obligations to **you** under this policy are satisfied to the extent of that payment. **You** authorise **us** to disclose personal information about **you** to any holder of a financial interest.

A party who is recorded as having a financial interest under this policy, is not insured by this policy and does not have rights to claim under the policy.