

Trade Me Insurance

Commercial vehicle insurance



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Welcome to Trade Me Insurance.

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Commercial vehicle cover** policy wording, underwritten by Tower Limited.

We want to make insurance simple and easy.

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you how our different policies compare.

It's just one thing we do to give you a little more confidence in your insurance cover.

1. Start here

These are the basics of your policy.

2. These are your benefits

What you're covered for – page 11.

3. Responsibilities and exclusions

What you must do, and what isn't covered – page 24.

4. Making a claim

Information about making your claim with us – page 33.

5. Other stuff

This is important too, like what to do if you have a concern – page 39.

6. Glossary

Some words have special meanings – page 42.

As part of our commitment to you, this document has been awarded the WriteMark®. This means it meets an internationally recognised plain language standard.



WriteMark®
Plain Language Standard

Compare your benefits

Choosing cover that's right for you can be difficult, but we've made it easier with this comparison table.

The cover that you've chosen (comprehensive or third party) will be shown on your *certificate of insurance*.

If you'd like to change your level of cover, please email us at team@trademeinsurance.co.nz.

This is a summary only. You can find full details of your cover beginning from **page 8** of this document.



	Comprehensive cover	Third party only cover
Section 1		
Collision cover	✓ Market	✗
Fire and theft cover	✓ Market	✗
Claims that were not your fault	✓	✗
Employees' vehicles	✓ \$50,000	✗
Expediting expenses	✓	✗
Goods in transit	✓ \$5,000	✗
One event – one excess	✓	✗
Repair guarantee	✓	✗
Replacement and additional vehicles	✓	✗
Road clearing and salvage costs	✓ \$5,000	✗
Signwriting	✓ \$1,000	✗
Tower Repair Partner	✓	✗
Towing and temporary storage costs	✓	✗

	Comprehensive cover	Third party only cover
Transport costs	✓ \$500	✗
Vehicle misuse protection	✓	✗
Section 1: Optional benefits		
Accessories and modifications	✓ Optional \$2,000 or \$5,000	✗
Increased signwriting cover	✓ Optional \$5,000 or \$10,000	✗
Rental vehicle hire for loss of use	✓ Optional \$2,500	✗
RoadWise roadside breakdown service	✓ Optional	✓ Optional
Windscreen and window glass excess buyout	✓ Optional	✗
Section 2		
Legal liability protection	✓ \$20m	✓ \$20m
Bodily injury	✓ \$100,000	✓ \$100,000
Clean up costs and hazardous substances emergency	✓ \$20,000 for cleaning and \$5,000 for hazardous substances	✓ \$20,000 for cleaning and \$5,000 for hazardous substances
Defence costs	✓ \$500,000	✓ \$500,000
Exemplary damages	✓ \$500,000 for each event up to \$1m	✓ \$500,000 for each event up to \$1m
Legal expenses for certain criminal charges	✓ \$5,000	✓ \$5,000
Marine general average	✓	✓
Movement of other vehicles	✓ \$100,000	✓ \$100,000
Reparation	✓ \$100,000	✓ \$100,000

How your policy works

Your Trade Me Insurance Commercial vehicle cover consists of three documents: your application, this policy wording, and your *certificate of insurance*.

Make sure you read your policy wording and your *certificate of insurance* so you understand what you're covered for and what your responsibilities are.

This policy wording describes the benefits, exclusions, responsibilities and limits of your cover.

Your *certificate of insurance* tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

We agree to cover you according to the terms outlined in these two documents, as long as you've paid the premium due.

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you have any questions then please email us at team@trademeinsurance.co.nz

Words with special meaning

In this policy some words have a special meaning.

We, us or our

When we use these words we mean Tower Limited.

You or your

When we use these words we mean the person or persons or corporate body named on your *certificate of insurance* as the insured. Where you jointly own the *boat*, the policy insures you jointly.

Please check we've got things correct. If there is an error of any sort, if your needs are not met or if you have any questions then please contact us at team@trademeinsurance.co.nz

Some words also have a special meaning, for example, '*loss*'. We've put those words into italics so they're easy to find. You can find out what those words are and what they mean in the **Glossary on page 42**

The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready. Here's what to do and when.

What you do

1

- Make sure you're safe
- Make sure your property is safe
- Take photos of the damage if you can
- Call the police if required
- Call us if you need immediate assistance on 0800 950 145

2

- Check your policy wording
- Collect any documents required
- Start an inventory of *losses*
- Go online to trademeinsurance.co.nz and complete a claims lodgement form

What we'll do

3

- Explain how the claims process works
- If you want to proceed, we'll lodge your claim
- We may ask for more information
- Tell you what's going to happen next
- Arrange an assessor if required
- Decide whether the claim fits the terms of your policy
- If your claim doesn't fit within the policy, we'll clearly explain why

4

- Process your claim as fast as we can
- Keep you informed of what's happening
- If your claim has been accepted, we'll settle it as soon as we can

What your vehicle is insured for

Your *vehicle* will be insured under one of the following covers. The cover that applies will be shown on your *certificate of insurance*.

If you've chosen Comprehensive cover

You have cover under:

- Section 1: Damage to your vehicle
All benefits
- Section 2: Liability protection
All benefits

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please email us at team@trademeinsurance.co.nz and we'll explain it to you.

If you've chosen Third party only cover

You have cover under:

- Section 2: Liability protection
All benefits

What your cover includes

✓ What we cover

We cover the *vehicle* shown on your *certificate of insurance*, including:

1. any of the following supplied by the manufacturer:
 - a. attached equipment and options
 - b. tools and breakdown equipment
 - c. any after-market alarm or immobiliser installed in your *vehicle*
2. *accessories* and *modifications* you have chosen and we have agreed to insure under the **Accessories and modifications optional benefit on page 16** and as listed on your *certificate of insurance*.

X What we do not cover

Your policy does not cover:

1. your *vehicle* if it includes any *modifications* (for example, *modified* suspension) which differ from the manufacturer's standard specifications for the model and year of manufacture unless you have chosen and we have agreed to insure under the **Accessories and modifications** optional benefit and as listed on your *certificate of insurance*
2. tyres, unless the *loss* is malicious, or it occurs at the same time as other *loss* to your *vehicle* and we've accepted your claim
3. personal effects and other contents left in your *vehicle*. These will need to be covered under a separate business or contents policy
4. any business or professional tools or items left in your *vehicle*. These will need to be covered under a separate business policy.

What your vehicle can be used for

Your *vehicle* is covered while it is being used:

1. in the course of the business or occupation you've disclosed to us
2. for private, social or domestic purposes.

Who can drive your vehicle

We provide cover for anyone driving your *vehicle* with your permission.

You must tell us if anyone becomes a new regular driver of your *vehicle*, or if any person covered by this policy is charged with a criminal or traffic offence. Refer to the section **You have certain responsibilities on page 31** for full details.

We do not cover vehicles with other insurance

This policy does not cover any *loss* or liability if you're covered for that same *loss* or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy

We do not cover vehicles transporting dangerous goods

This policy does not cover you if you're transporting any dangerous goods above the limits in Schedule 1 of the Land Transport Rule: Dangerous Goods 2005 or any amendment or replacement.

Dangerous goods are substances that have explosive, flammable, toxic, infectious, corrosive or environmentally hazardous properties.

You can find a copy of Schedule 1 on the NZTA website.



Section 1: Damage to your vehicle

If you've chosen Comprehensive cover (shown on your *certificate of insurance*), you're covered for *loss* that happens to your *vehicle*.

Loss means sudden and *accidental* physical *loss* or sudden and accidental physical damage occurring during the *period of insurance* in New Zealand.

You have other benefits under Section 1

Your policy also covers you for the benefits listed below unless the benefit does not apply to the cover you've chosen. We have detailed what benefits apply to each cover in the section above – **What your vehicle is insured for on page 8.**

The most we'll pay for each event is the maximum amount detailed in each benefit.

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your *certificate of insurance*.

Claims that were not your fault

You won't pay an *excess* if you've been involved in an accident during the *period of insurance*, and:

1. you've identified the party at fault (name, phone number and registered number of that other party's vehicle), and
2. we're satisfied that the other party was more than 50% at fault.

Employees' vehicles

We'll pay your employees' for *loss* to vehicles owned by them if, at the time of the *loss*, their vehicle is being used for your business.

Limits

Cover only applies if:

1. your employee has personal motor insurance on their vehicle; and
2. the use of their vehicle for business means their insurance does not apply.

The employee must meet all the same terms that you are required to meet under this policy.

We'll pay the lesser of:

1. the *market value* of the employee's vehicle
2. \$50,000.

We'll pay up to \$50,000 for all claims during the *period of insurance*.

Expediting expenses

We'll pay for express freight and overtime to expedite repairs to your *vehicle* as a result of *loss*.

Limits

We'll pay the reasonable costs up to an additional 50% of the normal repair costs for any one event.

Goods in transit

We'll pay for *loss* to your business assets being carried in or on your *vehicle* when that *vehicle* suffers *loss* caused by:

1. fire
2. collision
3. overturning
4. impact.

For the purpose of this benefit business assets means:

1. stock and materials in trade, plant and machinery, such as chattels, equipment, spare parts, tools, moulds, patterns, dyes
2. customers goods in custody
3. tools of trade including any equipment, instruments, tools, devices, machinery, while they are being used in the normal course or scope of your profession, trade or occupation.

We pay this benefit in addition to your *vehicle's market value* sum insured.

Limits

We'll pay reasonable costs up to \$5,000.

One event – one excess

You'll only have to pay one *excess* if we insure more than one of your *vehicles* or business assets and we accept more than one claim from the same event. The *excess* that you pay will be the higher of those *excesses*.

Repair guarantee

If we accept your claim and repairs are carried out by one of our Repair Partners, we'll provide you with a guarantee on those repairs for as long as you own the *vehicle*.

Replacement and additional vehicles

If we insure your vehicle, we'll cover any *vehicle* you purchase:

1. to replace your *vehicle* insured under this policy
2. in addition to your *vehicle* insured under this policy
3. so long as you paid \$125,000 or less for it.

We'll insure the replacement or additional vehicle from the date you purchase it under the same policy terms and conditions as we insure your existing *vehicle*.

Limits

We'll cover that *vehicle* for the least of:

1. what you paid for it
2. its *market value*.
3. \$125,000.

We'll cover that vehicle under this benefit for 14 days from the date of purchase.

We'll not cover you under this benefit if you paid more than \$125,000 for that vehicle. Please call us to arrange insurance before buying any vehicle worth more than \$125,000.

Road clearing and salvage costs

If we've accepted your claim under this policy, we'll pay for the costs incurred in salvaging any load carried by your *vehicle* spilled onto a road, carriageway or parking area.

This includes the costs of removing debris and reloading or transshipping the load to the nearest place of safety

We pay this benefit in addition to your *vehicle's market value* sum insured.

Limits

We'll pay reasonable costs up to \$5,000.

Signwriting

If we've accepted your claim under this policy, we'll pay for *loss* to signwriting on your *vehicle* that happens at the same time as other *loss* to your *vehicle*.

We pay this benefit in addition to your *vehicle's market value* sum insured.

Limits

We'll pay up to \$1,000.

If you've chosen the optional benefit **Increased signwriting cover on page 17**, then we'll pay up to the amount shown on your *certificate of insurance*.

Tower Repair Partner

We'll arrange for one of our Repair Partners to repair your *vehicle* if we decide your *vehicle* is economic to repair and we've accepted your claim.

If you choose to go to a repairer who is not part of our recommended repairer network, we may pay you an amount equal to the reasonable cost of repairs, as assessed by us.

Towing and temporary storage costs

If we've accepted your claim under this policy, we'll pay for removing your *vehicle* to the nearest repairer or place of safety if it is unable to be driven after a *loss* covered under this policy.

We'll also pay the temporary storage costs for your damaged *vehicle* after a *loss* covered under this policy.

We pay this benefit in addition to your *vehicle's market value* sum insured.

Limits

We'll pay reasonable costs.

Transport costs

If we've accepted your claim under this policy, we'll reimburse travel and accommodation costs to complete your journey or return home if your *vehicle* couldn't be driven following a *loss*.

This benefit also extends to any driver authorised by you, passengers and domestic pets travelling in your *vehicle*.

We'll also pay to return your *vehicle* home or to your place of work after it has been repaired or recovered, or for you to travel to collect it from the repairer.

We pay this benefit in addition to your *vehicle's market value* sum insured.

Limits

We'll pay reasonable costs up to \$500.

Vehicle misuse protection

Where certain activities involving your *vehicle* would invalidate your policy, we'll continue to provide cover. We'll pay for *loss* when your *vehicle* is used or driven in circumstances that the following policy sections would usually mean there was no cover:

1. **What your vehicle can be used for on page 9**
2. **Your policy does not cover you if your vehicle is being driven by or is in the charge of anyone who - numbers 1 to 6, on page 25**
3. **Your policy does not cover any loss, damage or liability arising from - numbers 7, 10, 12, 14, 15 and 16 on page 26**

Under this benefit, we'll also provide cover under **Section 2: Liability protection on page 19**, but there is no cover for the driver or person responsible for the *loss* under that section.

Limits

You're only covered under this benefit when:

1. the use of your *vehicle* was without your knowledge or consent
2. you've not waived any right of recovery against the driver or person using your *vehicle*
3. you co-operate fully in any recovery action we take against the driver or person using your *vehicle*.

If you're a legal entity on the *certificate of insurance*, then any person who has an interest in the legal ownership of the *vehicle* has no cover under this benefit.

Your knowledge is deemed to include the knowledge of:

1. any person employed and authorised by you to control the conduct of the driver of your *vehicle*
2. the driver, if they are of such senior capacity in your business that their knowledge is by law your knowledge.



You can choose optional benefits under Section 1

Cover is provided under these optional benefits when they are shown as applying on your *certificate of insurance*.

Accessories and modifications

If you've chosen this optional benefit, we'll cover *loss* to your *accessories* and *modifications* that are installed in or on your *vehicle* as long as:

1. we have agreed to cover the *modifications*,
2. the *accessories* and *modifications* are listed on your *certificate of insurance*, and
3. we've accepted your claim for the *loss* to your *vehicle*.

We also cover *loss* to your *accessories* if that *loss* occurs while they are stored at home or your place of work.

Limits

We'll pay the least of:

1. the repair cost
2. the *current value* of the item
3. your chosen *accessories* and *modifications* sum insured listed on your latest *certificate of insurance*.

You can only choose this optional benefit if you have Comprehensive cover.

Increased signwriting cover

If you've chosen this optional benefit, we'll pay for *loss* to signwriting on your *vehicle* that happens at the same time as other *loss* to your *vehicle* and we've accepted your claim.

Limits

We'll pay reasonable costs up to your chosen signwriting sum insured listed on your *certificate of insurance*.

You can only choose this optional benefit if you have Comprehensive cover.

Rental vehicle hire for loss of use

If you've chosen this optional benefit, we'll pay for you to rent and insure a similar vehicle to your *vehicle* after a *loss* that is covered under this policy.

Limits

We'll pay reasonable costs up to \$2,500 for either:

1. the costs to rent and insure a similar vehicle
2. the costs of an alternative mode of transport such as taxi or public transport.

This benefit does not apply:

1. if your *vehicle* remains in a legally driveable condition after the *loss* but prior to repair
2. after your *vehicle* is recovered in a legally driveable condition
3. after repairs have been completed
4. for more than seven days after we've paid your claim.

You can only choose this optional benefit if you have Comprehensive cover.

RoadWise® roadside breakdown service

If you've chosen this optional benefit, you have access to the RoadWise programme. This programme does not form part of this policy. You can refer to our website for the terms and conditions of this programme.

Limit

This optional benefit is not available for vehicles greater than 3.5 tonnes or longer than five metres.

Windscreen and window glass excess buyout

If you've chosen this optional benefit and your claim is only for *loss* to your windscreen or window glass, your claim will be *excess* free.

Limits

This benefit does not cover sunroofs, panoramic roofs, mirrors, lights, indicators or their covers.

You can only choose this optional benefit if you have Comprehensive cover.

This benefit is not available for all vehicles.



Section 2: Liability protection

We'll cover you for your legal liability for claims made against you for *accidental* physical property damage occurring during the *period of insurance* in New Zealand involving:

1. your *vehicle*
2. any vehicle not owned by you that you're using with the owner's permission
3. any trailer or caravan attached to your *vehicle*
4. the loading and unloading of any of the above.

We'll also cover such legal liability for any driver authorised by you.

We'll cover your employees legal liability while their vehicle is being used for your business provided:

1. your employee has personal motor insurance on their vehicle, and
2. the use of their vehicle for business means their insurance does not apply.

(Legal liability means being responsible for *accidentally* causing damage to someone else's property.)

Limits

We'll pay up to \$20,000,000 in total during the *period of insurance*.

If you have liability cover with us under any other policy then we'll only pay under one policy for each event.

You have other benefits under Section 2

Your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the liability protection sum insured and is not in addition to it.

Bodily injury

We'll pay for your legal liability arising from *bodily injury* occurring in New Zealand during the *period of insurance*.

Limits

We'll pay up to \$100,000 during the *period of insurance*.

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

Cleaning up costs and hazardous substance emergency

We'll pay cleaning up and hazardous substance emergency costs that you become legally liable for as a result of an *accident* involving a vehicle covered under this policy. We'll pay such costs once we've accepted your claim.

Limits

We'll pay reasonable costs up to:

1. \$20,000 for cleaning up costs
2. \$5,000 relating to hazardous substance emergency.

Defence costs

We'll pay for defence costs incurred by you, with our approval, in defending claims. This includes any costs awarded against you.

Limit

We'll pay up to \$500,000 during the *period of insurance*.

Exemplary damages

We'll pay exemplary or punitive damages for *bodily injury* caused by, or associated with a vehicle covered under this policy and we've accepted your claim.

Limits

We'll pay up to \$500,000 for any one event to a maximum of \$1,000,000 during the *period of insurance*.

An additional *excess* applies to claims under this benefit. This will be the greater of:

1. 10% of the exemplary or punitive damages claim value
2. \$5,000.

We do not cover exemplary or punitive damages arising from any dishonest, fraudulent or malicious acts or omissions by you or anyone acting on behalf of you.

Legal expenses for certain criminal charges

We'll pay your defence costs if you or any driver authorised by you are charged with:

1. manslaughter
2. dangerous driving causing death

arising from an *accident* involving a vehicle covered under this policy.

We'll pay such costs once we've accepted your claim.

Limit

We'll pay up to \$5,000.

Marine general average

1. We'll pay your share of any marine loss costs when:
 - a. your *vehicle* is on board a ship
 - b. the ship is in danger
 - c. cars or cargo are thrown overboard to prevent loss to that ship or it's cargo, and
 - d. the ship is in between ports in New Zealand waters.

Movement of other vehicles

We'll pay for your liability for:

1. *bodily injury* to any person
2. *loss* to any property

occurring in New Zealand during the *period of insurance* and arising from the movement by you of any vehicle that:

1. is parked in a position that prevents or impedes the loading or unloading of your *vehicle*, or
2. prevents or impedes the legitimate passage of your *vehicle*.

Limits

We'll pay up to \$100,000 during the *period of insurance* for claims relating to *bodily injury*.

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

Reparation

We'll pay your, or your employees' legal liability for *reparation* to a victim who has suffered:

1. *loss* to property
2. *bodily injury*

as a result of you or your employee committing an offence while using your *vehicle*.

This includes the loading and unloading of your *vehicle*, or any trailer or caravan attached to it in connection with your business.

This cover also extends to cover the liability of your employee as above if they are using any other vehicle:

1. with the owner's permission, and
2. for your business.

Limits

We'll pay up to \$100,000 during the *period of insurance*.

Cover is only provided under this benefit if:

1. the vehicle is being used with your permission
2. the *reparation* is not insured under any other policy
3. we've given our written approval before any offer of *reparation* is made.

You or your employee must notify us immediately if you or they are charged with any offence in connection with the use of your *vehicle*, that resulted in *loss* to property or *bodily injury* to another person.

We do not cover any amounts that are covered under the Accident Compensation Act 2001, or any amendment or replacement Act, or any amount that would be covered but for:

1. a failure by the victim to correctly notify a claim within the time required
2. the victim's decision not to claim any amount he or she would be entitled to claim
3. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason.

We do not cover any defence costs, court costs, levies or costs awards for any offence.



What you're not covered for

These are your policy exclusions

Your policy does not cover liability for:

1. ACC personal injury
personal injury where cover is provided under the Accident Compensation Act 2001 or any amendment or replacement Act.
2. Airside activity
the use of your *vehicle* within the restricted area of any airport used for scheduled commercial flights.
3. Asbestos
where such liability directly or indirectly arises out of, results from or is a consequence of, or in any way involves asbestos, or any materials containing asbestos in whatever form or quantity.
4. Bodily injury to you
bodily injury to you or any person who is in charge of your *vehicle*.
5. Bodily injury or loss from plant and machinery
any *bodily injury* or *loss* or damage to property arising from the use of any plant or machinery attached to or forming part of your *vehicle*.
6. Consequential losses
consequential losses of any kind including *loss* of use, enjoyment, value, or income.
7. Digging and excavating
damage to property arising from the use of your *vehicle* while it is boring, digging, drilling or excavating.
8. Hire or lease
any vehicle that you're hiring or leasing (unless the leasing company is named as an interested party).

9. Load transportation
transporting a load to, or away from, your *vehicle*. This does not apply to the actual loading or unloading of your *vehicle*.
10. Loss to other property
loss or damage to property, including any bridge, viaduct, weighbridge or any road or any other surface that your *vehicle* may drive on. This includes the material beneath such surfaces or structures, where the damage arises from vibration caused by
 - a. your *vehicle*
 - b. the weight of the load carried by your *vehicle*
 - c. the weight of your *vehicle*
 - d. the combined weight of the load and your *vehicle*.
11. Loss to your property
loss of or damage to property belonging to you or under the care, custody or control of you or any person who is in charge of your *vehicle* other than the cover provided under the benefit **Goods in transit on page 12**. This exclusion does not apply while your *vehicle* is towing any disabled vehicle for no financial gain or reward.
12. Where you've agreed to accept responsibility
loss or damage if you or the person who is in charge of your *vehicle* have agreed with any party to accept responsibility for any *loss* or damage. This applies when the law would not otherwise hold you or that person responsible.

Your policy does not cover you if your vehicle is being driven by or is in the charge of anyone who:

1. Alcohol limit exceeded
has a blood or breath alcohol level that exceeds the legal limit.
2. Alcohol or drug related convictions
after a claim event is subsequently convicted of any alcohol or drug related offence associated with driving or being in charge of your *vehicle*.
3. Intoxication while driving
is under the influence of intoxicating substances or drugs (either prescribed or not) that has caused or contributed towards the covered *loss* or liability under this policy.

4. Leaving the scene of the accident
did not stop at or leaves the scene of an accident when it is an offence to do so.
5. Refusing testing
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.
6. Unlicensed drivers
does not have a legal licence to drive in New Zealand, or is not complying with the conditions of their licence.

These exclusions do not apply if the person who is in charge of your *vehicle* has stolen it.

Your policy does not cover any loss, damage or liability arising from:

1. Accessories and modifications that are not listed
any *accessory* or set of *accessories* or *modifications*
unless you've chosen the optional benefit **Accessories and modifications on page 16**.
2. Activities in the air
airborne activities while being towed by your *vehicle*.
3. Confiscation by an authority
confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority, unless it is to prevent *loss* or damage covered by this policy.
4. Controlled drugs pollution or contamination
the pollution or contamination of your *vehicle* by the manufacture, storage or use in the *vehicle* of a 'precursor substance' or 'controlled drug', as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act.
5. Criminal and reckless acts
any criminal or reckless act or omission by you or by anyone in charge of your *vehicle*. This exclusion does not apply to acts by any person who is in charge of your *vehicle* after stealing it.

6. Defending any charges
the cost of defending any charge or charges relating to any offence under any Act of Parliament other than cover provided under the benefit **Legal expenses for certain criminal charges on page 21.**
7. Driving hours
the vehicle being used in breach of the law relating to the maximum driving hours allowable for any one driver.
8. Driving unsafely
 - a. the vehicle being used or driven in an unsafe or dangerous way, condition or both, for example by overloading the vehicle or texting while driving
 - b. the vehicle being driven in an un-roadworthy condition where that condition causes or contributes to the *loss*.
9. Entanglement of objects
any object drawn, cast into or entangled in your vehicle by any means. However, you're covered for resulting *loss* that occurs by fire, collision or overturning resulting from such an event.
10. Fines and damages imposed by the courts
aggravated, punitive or exemplary damages, fines and/or penalties other than the cover provided under the benefit **Exemplary damages on page 20.**
11. Hireage of the vehicle
the vehicle being on hire or carrying fare paying passengers.
12. Nuclear and radiation risks
nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
13. Stand-down periods
 - a. 72-hour stand-down
any storm, flood, wildfire, tsunami, volcanic activity, or landslide that occurs within 72 hours of the start date of this policy.
 - b. Named cyclone stand-down
a cyclone or ex-tropical cyclone that has been named before the start date of your policy.

The stand-down period exclusions also apply to the effective date of any change made to existing policy terms. Previous policy terms and conditions, including sum insured and excess, will apply any loss or damage that occurs within the stand-down periods set out above.

The stand-down period exclusions do not apply if this policy started immediately after another policy that covered these risks.

The stand-down period exclusions do not apply if the policy was taken out at the same time you purchased the *vehicle*.

14. Operating the vehicle outside of specifications loading or operating the vehicle in excess of the manufacturer's recommended specifications or loading contrary to the law.
15. Use of the vehicle
the inability to use your *vehicle* unconnected with the *loss* covered by this policy.
16. Using the vehicle for a purpose it was not designed for a purpose other than the purpose it was designed for, or not as a motor vehicle as defined in the Land Transport Act 1998 or any amendment or replacement Act.
17. Using the vehicle for racing
Using the vehicle for racing, sprinting, drag racing, pace-making, hill climbing, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training.
18. Using the vehicle off-road
using the vehicle off-road, such as driving over open land, on beaches, riverbeds and sand dunes. This exclusion does not apply while you are launching or retrieving your boat from its own boat trailer.

Your policy does not cover any claim for:

1. Faults and defects
the cost of remedying or repairing any faults or defects in the vehicle's design, specifications or materials.

2. Mechanical failure of the vehicle
failure, breakage or breakdown of any part of the vehicle,
unless it occurs as a result of *loss* to your vehicle and we've
accepted your claim.
3. Wear and tear
unrepaired damage, wear and tear, rot, mould, rust
or corrosion, *loss* caused by the action of sunlight, or
depreciation.

However, resulting *loss* is covered. By resulting *loss* we mean secondary damage that occurs as a direct result of the excluded causes above 1 to 3.

Your policy excludes cover for communicable diseases

Your policy does not cover any *loss*, *time-element loss*, damage, liability, claim, cost, or expense arising out of or in connection with a *communicable disease*.

This exclusion also applies:

1. If there is some other contributing cause or event at the same or some other time.
2. To the fear or threat (whether actual or perceived) of a *communicable disease*.

Your policy excludes cover for cyber loss

Your policy does not cover any *loss*, *time-element loss*, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any *cyber-attack* or *cyber incident*
2. any *loss* of use, reduction in functionality, repair, replacement, restoration, or reproduction of any *data*, including any amount connected to the value of any *data*
3. any *time-element loss* directly resulting from such property *loss*.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your *computer system* suffers *loss* or damage insured by this policy, then this exclusion will not apply to both:

1. the cost to repair or replace the *computer system* itself
2. the costs of copying the *data* from back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling *data*. If your *computer system* is not repaired, replaced, or restored we'll pay the cost of the blank *computer system* only.

This exclusion does not apply to *loss* or damage to your property insured under this policy caused by fire or explosion directly resulting from a *cyber incident*, unless that *cyber incident* arises out of or in connection with a *cyber-attack*, including controlling, preventing, suppressing, or remediating any *cyber-attack*.

Your policy excludes war and terrorism

Your policy does not cover any *loss*, damage or liability arising directly or indirectly from or occasioned by or through or in consequence directly or indirectly of or claim for:

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

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.



You have certain responsibilities

Here's a list of what you and any person in charge of your *vehicle* with your permission must do.

1. You must be honest and fair with us. All your statements made to us, including in your application, made while this policy is in force, and made in relation to any claim, must be honest, correct and complete.
2. You must keep your *vehicle* well maintained and in roadworthy condition. This means that the *vehicle* must be able to pass a Warrant of Fitness test by someone, other than you, who has the authority to do the test.
3. You must tell us immediately if anyone:
 - a. starts to use your *vehicle* for any other business purpose, including delivering food
 - b. *modifies* your *vehicle* from the manufacturer's standard specifications
 - c. becomes a new regular driver of your *vehicle*.
4. You must tell us immediately if you or any other person covered by this policy:
 - a. commits, is charged with, or is convicted of a criminal offence
 - b. commits, is charged with, or is convicted of a driving offence (but not parking offences)
 - c. has their driving licence suspended or cancelled, or has a special condition added to their licence
 - d. has a claim declined or a policy avoided
 - e. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if what you tell us is, in our opinion, a substantial change in risk.

5. You and any person in charge of your *vehicle* with your permission must:
 - a. take reasonable care to protect and maintain your *vehicle*
 - b. ensure that your *vehicle* is securely locked when unattended
 - c. take reasonable care to avoid legal liability.
6. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date for payment, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).

If you do not comply with your responsibilities under this section, **You have certain responsibilities on page 31** we can decline any claim (and recover any claims payment already made).

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any *unused premium*.

If we avoid your policy, we'll do so from the date of the incorrect statement, false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from the date the policy was avoided. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.



How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim.

You can tell us about your claim by logging into Trade Me Insurance and completing a claims lodgement form.

You have certain responsibilities at claim time

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here's a list of what you and any person in charge of your *vehicle* with your permission must do at claim time.

Before you lodge your claim

You must:

1. Inform the Police if it appears that arson, theft, burglary or malicious damage has occurred and provide details of the complaint to us, for example, the acknowledgement number.
2. Tell us as soon as possible:
 - a. if it is likely that you'll make a claim
 - b. if you or anyone else who may have cover under this policy is charged with any offence that resulted in *loss* of property, or caused *bodily injury* to someone else
 - c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further *loss* or liability.
4. Get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.

Once you've lodged your claim

You must:

6. Let us inspect the damaged vehicle and deal reasonably with any salvage. No property may be abandoned to us.
7. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
8. Provide proof of purchase and/or proof of ownership of all items being claimed for.
9. Comply with all our requests about your claim by providing full cooperation, information and assistance.
10. Not discuss a claim made on you by another person with them. Instead, refer them to us.
11. Pay any applicable *excess* and any additional *excess*.
12. Let us instruct a solicitor of our choice to conduct your defence. You must follow the recommendations of that solicitor about the conduct or continuation of your defence.
13. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim

You must:

14. Make sure that any repairs are carried out promptly.
15. Cooperate fully in any action we take to recover money from other parties involved in your claim.
16. Let us take over for our own benefit and settle any legal right of recovery you may have.
17. Tell us if any person is ordered to make *reparation* to you for any *loss* or cost that was part of the claim. Reimburse us for that payment as soon as you receive any *reparation*.
18. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

If you do not comply with your responsibilities under this section, **You have certain responsibilities at claim time on page 33**, we can decline any claim (and recover any claims payment already made) or cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any *unused premium*.

If we avoid your policy, we'll do so from the date of the incorrect statement, false statement, fraudulent act, or breach. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this we'll email or post notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.

How we'll look after your claim

When you contact us to make a claim we'll:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator or other specialist to inspect the *loss* and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you all the information you need on how we'll settle your claim
7. if we decline your claim we'll clearly explain why.

What excesses you may need to pay

The *excess* is the amount of any claim that you're responsible for. The *excess* applies to each event that results in a claim. Where *loss* has been caused on multiple occasions or events, an *excess* will apply for each occasion or event.

Unless the benefit being claimed says it's *excess free* you'll need to pay your *excess*.

Additional *excesses* apply when the vehicle is being driven or in the control of:

1. an inexperienced driver
2. a driver who holds an International drivers licence unless that licence was issued in a country identified by the NZTA as being eligible to apply for an exemption from a practical test. These countries are detailed on their website
3. when an additional underwriting *excess* has been applied.

Your *excess* and any additional *excesses* that apply are detailed on your *certificate of insurance*, in this policy wording or both.

How we'll settle your claim

We'll settle your claim for *loss* following the process set out below.

For repairs

If we decide it is economical to repair your *vehicle*, we have the option to:

1. arrange the repair
2. pay you an amount equal to the reasonable cost of repairs as assessed by us.

If we decide to repair your *vehicle*, and you've decided to go to a repairer who is not part of our recommended repairer network, then we may choose Option 2 above.

The most we'll pay is the lesser of:

1. the cost of repairs
2. the *market value* of your *vehicle* at the time of the *loss*, and the current value for *loss* to any insured *accessories* and *modifications* up to the maximum amount shown for these on your *certificate of insurance*.

In the case of partial *loss* to your *vehicle*, we'll automatically reinstate your *vehicle's market value* sum insured to its pre-*loss* cover value after we meet any claim and repairs are completed.

For a total loss

If we decide your *vehicle* is a total *loss*:

1. we'll pay you the *market value* of your vehicle at the time of the *loss*.
2. we'll pay the *current value* for *loss* to any insured *accessories* and *modifications* up to the maximum amount shown for these on your *certificate of insurance*.
3. your *vehicle*, including its *accessories* and *modifications* covered by this policy, any unused *on-road costs*, and any proceeds of the salvage of your *vehicle* will become our property. If we ask, you must provide your written consent to help us collect any unused *on-road costs*.
4. we'll automatically cancel your policy.

If your *vehicle* is leased at the time of *loss*, and we decide your *vehicle* is a total *loss*, we'll pay the:

1. reasonable *market value*, or
 2. residual value of your *vehicle*
- whichever is the greater amount, up to an amount no greater than the *market value* of the *vehicle* plus 20%.

We'll not pay:

1. penalties for early termination
2. penalties for any additional distance travelled
3. penalties resulting from lack of servicing or poor maintenance
4. unpaid obligations or outstandings under the lease at the time of the *loss*
5. 'balloon' payments
6. the amount by which the residual value of your *vehicle* exceeds 120% of its *market value*, where there is a guaranteed buy back agreement.

The residual value for the purpose of this clause means the *market value* of the *vehicle* or the final book value at the natural expiry date of the lease contract, as set out under the terms of that contract.

In all cases:

We'll not pay more than the maximum amounts detailed for all benefits in this policy wording or on your *certificate of insurance*.

We'll pay an interested party (finance company and so on) if we've been notified of their interest in your *vehicle*. Their receipt will discharge us to the extent of our payment.

If your *vehicle* includes any set of *accessories*, we'll firstly try to match the undamaged item or items and, if that is not possible, we'll pay for the nearest equivalent set available.

We have the option to use new, recycled or reconditioned parts in any repair.

Replacement parts

We'll pay for any part or *accessory* not currently available in New Zealand up to the lesser of:

1. the last known price list in New Zealand when the part or *accessory* was available
2. the part's or *accessory's* closest New Zealand equivalent.

We'll pay you the equivalent cost to us for a part or *accessory* if you ask us not to replace it.

Limits

Your *vehicle* is not covered for:

1. freight and other costs to import parts or *accessories* from outside New Zealand
2. any costs due to the inability to match existing paint
3. costs to replace any part or *accessory* that has not suffered *loss*.



Other important information

You can cancel this policy

You can cancel this policy by notifying us either online or by email or phone. We'll refund any *unused premium*.

Free look period

If you're not completely happy with your policy, you can cancel it within 15 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

We can cancel this policy

We can cancel this policy at any time by notifying you in writing. The cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records.

We can also cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out in the sections:

1. **You have certain responsibilities on page 31**
2. **You have certain responsibilities at claim time on page 33**

If we cancel your policy, we'll refund any *unused premium*.

Making changes to this policy

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

We can alter the terms of this policy at any time if, in our opinion, there is a substantial change in risk. We'll give you at least seven days' notice of this change.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund your *unused premium*.

Other parties with a financial interest

You authorise us to disclose personal information about your insurance to any holder of a financial interest in the *vehicle*.

This policy is under New Zealand law

New Zealand has jurisdiction

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

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

New Zealand currency and taxes apply

All sums insured and policy limits are expressed in New Zealand currency and exclude Goods and Services Tax (GST) and all other taxes.

All *excesses* are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes.

All claims will be paid in New Zealand currency.

How we'll communicate with you

We'll communicate with you to your last notified email address.

The email address you provided to us must be valid and you must check it regularly.

You must tell us if you change your email address.

Talk to us if you have a concern

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, but every now and then, an issue might occur that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information check out info.trademeinsurance.co.nz/contact-us



Glossary

Please note words in the singular can be in the plural and vice versa.

Accessory

A fitting or attachment installed in or on your *vehicle* that is not supplied or fitted by the manufacturer of your *vehicle* as standard equipment for your make and model. This fitting or attachment is a non-essential part of your *vehicle*.

Accidental

Unintended and unexpected by you.

Bodily injury

Accidental bodily injury to a person occurring during the *period of insurance* in New Zealand, including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

Certificate of insurance

The certificate of insurance first issued to you or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event).

Communicable disease

Any disease that can be transmitted by any substance or agent from any organism to another where:

1. the substance or agent includes, but is not limited to, any virus, bacterium or parasite or other organism or any variation of such, whether deemed to be living or not, and
2. the method of transmission, whether direct or indirect includes, but is not limited to, transmission that is:
 - a. airborne
 - b. bodily fluid
 - c. from or to any surface or object
 - d. solid, liquid or gas, or
 - e. between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use or property.

Computer system

Any of the following things:

1. any computer, hardware, software, communications system
2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device)
3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, data storage device, networking equipment or back up facility.

Current value

The cost at the time of *loss* of repairing or replacing listed accessories and *modifications* to a condition no better than new, less an appropriate allowance for depreciation.

Cyber-attack

One or more unauthorised, malicious, or criminal acts regardless of time and place - involving access to, processing of, use of or operation of a *computer system*. A cyber-attack can be the threat or hoax of these acts.

Cyber incident

Any of the following things:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any *computer system*
2. any partial or total unavailability or failure to access, process, use or operate any *computer system*; it can be a single incident or a series of related incidents.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a *computer system*.

Excess

The amount of any claim that you must bear as shown on your *certificate of insurance*, in this policy wording or both.

Loss

Sudden and *accidental* physical loss or sudden and *accidental* physical damage occurring during the *period of insurance* in New Zealand.

Market value

The reasonable cost at which a *vehicle* of the same make, model, kilometres travelled, year and condition as your *vehicle* could have been purchased on the retail market immediately before the *loss*.

The cost will be assessed by a valuer approved by us.

Modifications

Changes, alterations, or customisations to your *vehicle* from the manufacturer's standard specifications, including but not limited to changes made to engine, sound system, steering, suspension, tyres or wheels, exterior paint work including paint effects and wraps, specialised interiors including racing harness, roll cage, steering wheel changes, external wastegate, carbon fibre panels and door changes.

On-road costs

This means any Vehicle Licence Fees (commonly called rego), Road User Charges (commonly called RUC), and Warrant of Fitness (commonly called WoF).

Period of insurance

The period shown on your *certificate of insurance*. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise cover begins at the time you purchased this insurance. Cover ends at 11:59pm on the last day shown on your *certificate of insurance* or at the effective time of cancellation.

Reparation

An amount ordered to be paid under Section 32 of the Sentencing Act 2002, or any amendment or replacement Act, by a New Zealand Court to a victim of an offence.

Time-element loss

Time-element loss means business interruption, contingent business interruption or any other consequential losses.

Unused premium

Premium for the days you've paid for but will not be insured (calculated as at the effective date of cancellation).

Vehicle

The vehicle or vehicles shown on your *certificate of insurance*.

Call us on
0800 950 145 or visit
trademeinsurance.co.nz