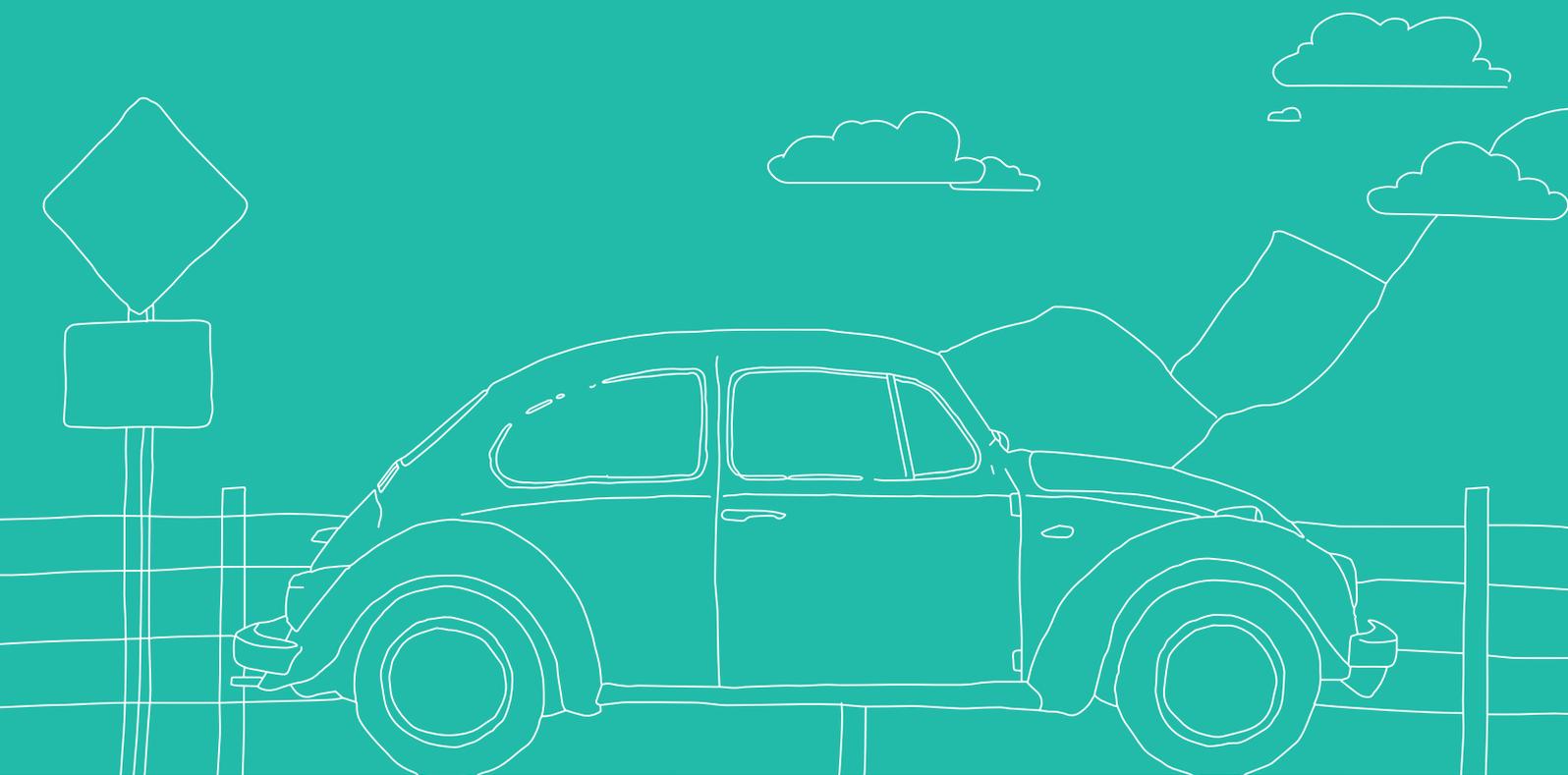




# Your Third Party Car Insurance Policy



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## Your policy

Welcome to Trade Me Insurance.  
Thanks for putting **your** trust in **us** to help look after **your** valuable assets.

**Your** Trade Me Insurance Third Party Car Policy, underwritten by Tower Insurance Limited, includes this wording, **your** answers from **your** application and declaration, the **certificate of insurance** and **your** invoice, each / all completed on the information **you** provided to **us**.

The cover provided under the policy, including any extra cover under Benefits or Optional benefits are subject to the general conditions, exclusions, obligations and limits of the policy.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please contact **us** at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz)

In this policy some words are in bold, e.g. **you**. This indicates that the words have a special meaning. To find out the meaning, please refer to the section – 'Meanings of words'.

## Our guarantee

If **you** are not completely happy with **your** policy, **you** can cancel it within 30 days of the start date so long as **you** have not made any claims.

**We** will refund any premiums **you** have paid and **we** will both regard this policy as never having started.

## How we will communicate with you

**We** will communicate with **you** to **your** last notified email address.

**You** must keep that email address valid and make sure that **you** check it on a regular basis.

**You** must tell **us** if **you** change **your** email address.

**Your** latest **certificate of insurance**, invoice and any communications concerning changes to **your** policy, premiums and arrears will be available to **you** in the Trade Me Insurance website. **You** must register and log in to this website to view these documents.

## What you must tell us

**We** have listed here some important obligations for **you** and any person in charge of **your vehicle** with **your** permission.

**We** will be honest and fair with **you** and **you** must be honest and fair with **us**.

All **your** statements made in relation to this policy or any claim must be correct before **we** have any liability under this policy or pay **your** claim. **We** must receive all relevant information.

This means that **we** need **you** to tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you** or the terms on which **we** insure **you**.

If any circumstances change or may change during the time **we** provide **your** insurance it is important **you** tell **us**. This applies when the policy starts, at any time while it is in force and when it renews.

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

1. any **modifications** or changes to **your vehicle** that are different from the manufacturer's standard specifications,
2. if anyone becomes a new regular driver of **your vehicle**, or
3. if **you** or anyone who may drive **your vehicle** is charged with, convicted of or commits any criminal offence or traffic offence, other than parking infringements.

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

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

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

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

## Some of your other important obligations

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

1. allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent,
2. allow **us** to inspect the damaged **vehicle** and deal with any salvage in a reasonable manner. No property may be abandoned to **us**,
3. allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have,
4. cooperate fully in any action **we** take to recover money from other parties involved in **your** claim,
5. comply with all **our** requests relating to **your** claim including providing all cooperation, information and assistance,
6. ensure that **your vehicle** is securely locked when unattended,
7. establish that **you** have complied with all of **your** obligations under this policy and that none of the exclusions apply,
8. inform the Police if it appears that there has been arson, theft, burglary or malicious damage,
9. not cause or facilitate loss or damage to any property covered by this policy or incur liability by any unreasonable, reckless or wilful act or omission,
10. not discuss a claim made on **you** by another person with them. Instead, refer them to **us**,
11. not make a claim that is false or fraudulent in any way or make any false or incorrect statements in connection with any claim,
12. not start repairs to **your vehicle** without **our** prior approval,
13. provide **us** immediately with full particulars of any claim made against **you** by another person and all legal documents served on **you** and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of **your** defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence,

14. take all steps which **we** consider reasonable to prevent further loss or damage and see that any repairing is carried out promptly,
15. take reasonable care to protect **your vehicle**,
16. tell **us** if any lost or stolen property which was part of the claim is found or recovered and hand it over to **us** or at **our** option refund any money paid by **us** if **we** request it, and
17. tell **us** if any person is ordered to make reparation to **you** for any loss or cost which was part of the claim and reimburse **us** for that payment as soon as **you** receive any reparation.

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

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

## 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 sort things out. But, every now and then there'll be an issue 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, email **us** at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz)

## Meanings of words

### Accessory, accessory's or accessories

An automotive part installed in or on **your vehicle** which is not supplied or fitted by the manufacturer of **your vehicle** as standard equipment for **your** make and model of **vehicle**.

### Agreed value

The value of **your vehicle** that **we** have agreed to at the time of insuring **your vehicle** or at any change in cover or at renewal. The amount is shown in the **certificate of insurance** and is set at the beginning of each **period of insurance**.

### Bodily injury

Bodily injury (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 as a result of a change to the policy during the **period of insurance** or a certificate is issued for renewal of the policy (whichever applies).

### Excess or excesses

The amount of any claim which **you** must bear. The excess applies to each and every event that results in a claim.

The amounts are shown in the **certificate of insurance** and / or in the wording.

Where **you** discover damage caused on multiple occasions then an excess will be applied in relation to each occasion or event that occurred.

Where a Benefit or Optional benefit specifies an additional excess, that additional excess will apply over and above any other **excess** in **your certificate of insurance**.

### Modifications or modified

Changes or alterations to **your vehicle** from the manufacturer's standard specifications, including but not limited to engine, sound system, steering, suspension, tyres or wheels.

### Period of insurance

The period shown in the most current **certificate of insurance**.

### Unused premium

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

### Vehicle

The **vehicle** shown in the **certificate of insurance** including spare parts, attached equipment, tools and breakdown equipment supplied by the manufacturer as well as any **accessories** and / or **modifications** specifically listed on the **certificate of insurance**.

### We, us or our

Tower Insurance Limited.

### You or your

The person(s) named in the **certificate of insurance** as the policy holder. Where **you** jointly own the **vehicle**, this policy insures **you** jointly.

## What your vehicle is insured for

Liability for claims made on **you** for property damage as a result of accidents in New Zealand involving **your vehicle**.

## What your vehicle will be used for

**We** will insure **your vehicle** only while it is being used for social, domestic or private purposes including being used for community or charity work.

## Who can drive your vehicle

Cover is provided for named drivers.

Should a claim be submitted and accepted while the **vehicle** was being driven by an un-named driver then an additional **excess** will apply.

Should a claim be submitted and accepted while the **vehicle** was being driven by a driver holding only an International Licence from a country not identified by the NZTA as being eligible to apply for an exemption from a practical test, an additional **excess** will apply as shown in the **certificate of insurance**.

## Modifications to your vehicle

Unless shown in the **certificate of insurance** it is agreed by **you** that **your vehicle** complies with the maker's standard specifications for the model and year of manufacture and has not been **modified** in any way.

A conversion of **your vehicle** to run on CNG, LPG or BioGas will not be a breach of this policy as long as the conversion complies with the appropriate New Zealand Standard and has a current Certificate of Fitness.

## How to make a claim

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

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

**You** may be asked to provide a written statement. If **you** are, **we** must receive that statement within 30 days of **our** request.

## How we will look after your claim

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

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 to inspect the damage 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** will settle **your** claim, and
7. if **we** decline **your** claim, **we** will clearly explain why.

## How we will settle your claim

If **your** latest **certificate of insurance** shows that **you** selected and paid for the Optional benefit – 'Loss as a result of fire and theft' and your vehicle has suffered sudden and accidental physical loss or sudden and accidental physical damage as a result of fire or theft, **we** will arrange for the repair, replacement or pay for the loss, once **your** claim has been accepted.

**We** have the option to:

1. arrange the repair of **your vehicle**,
2. pay **you** an amount equal to the reasonable cost of repairs as assessed by **us**, or
3. pay **you** the **agreed value** of **your vehicle** as specified in **your** latest **certificate of insurance**.

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

**We** may make payment to an interested party (finance company, etc.) if **you** have one registered on **your vehicle**. Their receipt will discharge **us** completely.

Any payment for a stolen **vehicle** will be made after a reasonable period has elapsed for the authorities to attempt to recover the **vehicle**.

In all cases, **we** will not pay more than the **agreed value** shown in the **certificate of insurance** or the amounts shown in this policy wording.

## Replacement parts

If **your** latest **certificate of insurance** shows that **you** selected and paid for the Optional benefit – 'Loss as a result of fire and theft', **we** will pay for any part or **accessory** (specified in the latest **certificate of insurance**) not currently available in New Zealand up to the last known price list in New Zealand when the part or **accessory** was available, or for the parts or **accessories** closest New Zealand equivalent whichever is the lesser.

**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, or
3. costs to replace any part or **accessory** that has not suffered sudden and accidental physical loss or sudden and accidental physical damage.

## What benefits you are covered for

### No claims and no blame bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus.

In addition, **we** will not penalise **your** no claims bonus at renewal of **your** policy or impose **your excess** if **you** have been involved in an accident during the **period of insurance** with **us**, and:

1. **you** have identified the party at fault (i.e. name, address, phone number, make, model, registered number of that other party's vehicle), and
2. it is proven that the other party was more than 50% at fault.

Otherwise **your** no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

### One event – one excess

If **your vehicle** suffers loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage to **your** house or **your** contents that are also insured by **us**, **we** will only deduct one **excess** and that will be the highest of those **excesses**.

### Replacement vehicle

If **you** replace **your** vehicle, **we** will automatically hold the replacement **vehicle** covered subject to the terms and conditions of this policy, for 10 days from the date of replacement.

If **you** purchase another vehicle before **you** sell **your vehicle**, this additional vehicle is not covered under this benefit until **your vehicle** is sold.

## Optional benefits

The following Optional benefits only apply if **you** have selected and paid for them and they are recorded on **your certificate of insurance** as having been selected.

### Loss as a result of fire and theft

If **you** have selected the Optional benefit – 'Loss as a result of fire or theft', and your vehicle has suffered sudden and accidental physical loss or sudden and accidental physical damage caused by fire, theft or illegal conversion, this policy is extended to cover:

1. sudden and accidental physical loss or sudden and accidental physical damage caused by fire, theft or illegal conversion during the **period of insurance** up to the **agreed value**, unless excluded by the policy,
2. where listed **accessories** and **modifications** to **your vehicle** are specified in the latest **certificate of insurance** they are covered for the value specified in that certificate, once we have accepted your claim under this Optional benefit,
3. Repair guarantee – **we** will provide **you** with a lifetime guarantee on any repairs to **your vehicle** carried out by **our** recommended panel beaters resulting from a claim which is accepted under this Optional benefit, and
4. Salvage and storage costs – if **your vehicle** is unable to be driven and **we** have accepted **your** claim under this Optional benefit, **we** will pay for the reasonable cost of removing it to the nearest repairer or place of safety. **We** also pay for the reasonable costs for the temporary storage of **your vehicle** once **we** have accepted **your** claim.

### RoadWise®

If **you** have selected this Optional benefit **you** have access to the RoadWise programme. This programme does not form part of this policy and its terms and conditions are contained in the separate document – RoadWise programme which is available on **our** website.

### Windscreen and window glass

If **you** have selected this Optional benefit and **your vehicle** suffers accidental breakage of its windscreen, window glass or sunroof during the **period of insurance**, this policy is extended to pay for their repair or replacement.

**We** will not deduct any **excess** and **we** will not reduce **your** no claims bonus.

This benefit does not extend to lights, indicators, their covers or mirrors.

## Liability Protection

We will cover **you** for up to \$20,000,000 for **your** liability (including defence costs and expenses) for claims made against **you** for physical property damage as a result of accidents in New Zealand involving:

1. **your vehicle**,
2. any trailer or caravan attached to **your vehicle** (provided the trailer or caravan is not otherwise insured), or
3. any vehicle not owned by **you** that **you** are using with the owner's permission.

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

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

We will also cover any other person using **your vehicle** with **your** permission provided that person:

1. was not insured under another policy,
2. has not been refused vehicle insurance in the past five years, or
3. has not had a policy cancelled or claim declined by any insurance company in the past five years.

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

If **you** have liability cover with **us** under any other policy **our** maximum combined liability under all policies is \$20,000,000.

## What benefits you are covered for under liability protection

The amounts payable under the benefits under Liability protection are included within the Liability protection cover of \$20,000,000 and are not in addition to it.

### Bodily injury

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

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

### Legal expenses

If **you** are charged with manslaughter or dangerous driving causing death arising out of an accident to **your vehicle** for which a claim is accepted **we** will pay **your** costs of defence up to \$5,000.

If **you** have this cover with **us** under any other policy then **our** maximum combined liability under all policies will be \$5,000.

### Marine general average

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

## What you are not insured for

### General exclusions

The **excess** and any additional **excess** specified in the **certificate of insurance**.

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

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

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

2. being tested for or in preparation for or engaged in racing, sprinting, drag racing, pace-making, hill climbing, off-roading, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training,
3. being used otherwise than described in the section – ‘What your vehicle will be used for’, or not being used for the purpose it was designed or not as a vehicle as defined in the Land Transport Act 1998 or any amendments or any Act(s) passed in substitution of that Act,
4. being driven by anyone in charge of **your vehicle** who has been advised not to drive on medical grounds,
5. in an un-safe or un-roadworthy condition, or
6. on hire.

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

1. aggravated, punitive or exemplary damages, fines and /or other penalties or reparation orders,
2. any events outside of New Zealand,
3. any unreasonable, criminal, reckless or wilful act or omission by **you** or by anyone in charge of **your vehicle**.

This exclusion does not apply to any person who is in charge of **your vehicle** after stealing it,

4. any time or date device or any item of which forms a part (including the **vehicle** itself) arising from its failure to recognise a date, character or value as the correct date, character or value (e.g. Year 2000). However, **we** will pay for any loss or damage which it causes to any other item,
5. 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,
6. depreciation, wear and tear, action of sunlight,
7. defects and any unrepaired damage,
8. geothermal activity,
9. loss of use of **your vehicle**,
10. 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, or

11. personal injury as defined in and /or for which cover is provided under the Accident Compensation Act 2001, or any amendments or any Act(s) passed in substitution of that Act
12. pollution or contamination or **your vehicle** by the manufacture, storage or use in **your vehicle** of ‘precursor substances’ or a ‘controlled drug’ as defined by the Misuse of Drugs Act 1975 or any amendments or any Acts passed in substitution of the Act.

**Any loss or damage to:**

1. any **accessory** or set of **accessories** or any **modifications** that are not standard with the **vehicle** when new unless **you** have selected the Optional benefit – ‘Loss as a result of fire and theft’ and those **accessories** or **modifications** are shown in the **certificate of insurance**,
2. any windscreen, window glass or sunroof unless **you** have selected the Optional Benefit – ‘Windscreen and window glass’,

This exclusion will not apply in the event a claim is accepted for damage to the **vehicle** where part of the damage is to the windscreen or window glass or sunroof,

3. or failure, breakage or breakdown of:
  - a. the engine, motor and/or its associated subsystems,
  - b. the transmission,
  - c. any electrical or electronic system or equipment,
  - d. any cooling or lubricating system,
  - e. any other mechanically or hydraulically operated system or equipment,
  - f. the fuel system and/or its associated subsystems, or
  - g. the motors or electrical equipment caused by water ingestion, unless it occurs as a result of other damage to **your vehicle** for which a claim is payable, or
4. tyres, unless malicious or the damage occurs at the same time as other damage to **your vehicle** for which a claim is payable.

**Liability for:**

1. **bodily injury** to **you** or any person who is in charge of **your vehicle**.
2. loss of or damage to property belonging to or under the care, custody or control of **you** or **your** driver or being conveyed in or loaded or unloaded from **your vehicle**.

However, this exclusion does not apply to any disabled vehicle being towed by **your vehicle** for no financial gain or reward.

- loss or damage if **you** or **your** driver has agreed with any party to accept responsibility for any loss or damage for which the law would not otherwise hold **you** or **your** driver responsible.

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

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

## Cancelling this policy

**You** may cancel this policy at any time by completing a Cancellation request which **you** will find on the Trade Me Insurance website. **We** will confirm cancellation by writing to **your** email address. **We** will refund 80% of **your unused premium** (unless the refund is less than \$25 in which case no refund will apply).

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

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

**Your** policy is automatically cancelled if **your vehicle** is a total loss and no refund of premium is given. However, if **you** insure **your** replacement **vehicle** with **us**, **we** will credit the rest of the annual premium to **your** new policy.

## Making changes to this policy

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

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

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

If **you** do not agree to such alterations to the terms of **your** policy, **you** can cancel the policy (effective from the date of the proposed alteration) by notifying **us** as described in the Section – 'Cancelling this policy', prior to the effective date of the proposed alterations. If **you** cancel on this basis, **we** will refund **your unused premium**.

## Other insurance

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

## Automatic reinstatement

In the case of partial physical loss or partial physical damage to **your vehicle** under the Optional benefit – 'Loss as a result of fire and theft' **we** will pay the premium to reinstate **your** insurance after **we** meet any claim.

## Jurisdiction

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

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

## Currency and taxes

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