

# Superior Private Vehicles Policy Wording

Terms of our comprehensive superior  
policy to cover private vehicles



**FMG**  
Advice & Insurance

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**Thank you for choosing to insure with FMG.  
We are New Zealand's leading rural insurer,  
100% New Zealand owned and protecting  
property and livelihood in New Zealand  
communities since 1905.**

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This policy wording describes the Superior Private Vehicles policy. The policy provides comprehensive cover for vehicles used mainly for personal or private use such as travelling to or from work, family holidays, or recreation.

## Important information about your FMG policy

### Please read and file this document and your policy certificate

Please take the time to read carefully through this policy wording and the accompanying policy certificate. Together, these two documents form your insurance contract with us.

### The policy certificate shows what you are covered for

Your policy certificate is particularly important. If there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that prevails.

### We are here to help

Under this contract, you and FMG both have responsibilities to ensure everything runs smoothly. Read these documents to find out what they are. If there is anything that you don't understand, please contact us.

Please:

- tell us of any errors in your documentation
- contact us if there is anything you don't understand and would like explained
- keep this policy in a safe place along with your renewal notice(s).

### We will remind you when your policies need to be renewed

The date that cover ceases is shown on the policy certificate. If your policy is renewable, we will contact you about renewing your insurance just before that date.

### We have defined the meanings of some words

In this document, we use italics to show that the words have the meanings given in the definitions section.

We also use the following common terms throughout the document, with the meanings shown:

- **Certificate** means the latest version of your policy certificate issued by us. The certificate contains details of your insurance cover under this policy.
- **FMG** means FMG Insurance Limited as shown on the certificate.
- **Period of insurance** means the duration of your policy, as shown on the certificate (unless the policy is ended earlier by you or us).
- **We, us, or our** means FMG.
- **You and your** means the person (or persons) shown on the certificate as the insured. You can also be a company, partnership or other legal entity.

## **You must provide information and pay your premium**

### **You agree to give us correct and complete information**

We have provided this policy based on the information you have disclosed to us. If you give us information that is incorrect or incomplete, you might not be covered under the policy.

You need to tell us:

- all material information before the cover starts, even if we don't specifically ask about it (material information is information that could change our decision if we knew about it)
- straight away if your circumstances change in any way while you are insured with us, both during the period of insurance and at renewal.

### **You agree to pay your premiums on time**

Cover under your policy will not start until you have paid, or have agreed to pay, the premium (including any government charges) for the period of insurance. If your premiums are not paid by the due date, your insurance could be cancelled and you will not be insured.

### **You agree to the exclusions and obligations detailed in the policy**

You are not covered for some items, events, and circumstances. These are called exclusions. Exclusions are detailed throughout the policy.

This policy also contains certain conditions and obligations that you must meet. If you don't, we may decline any claim you make. Any other person who is entitled to claim under this policy must also meet these conditions and obligations.

## **We will be fair in the way we provide this cover**

### **We provide the cover listed on the certificate**

The policies and benefits we agree to provide are listed on your certificate. This policy wording details the cover that this policy and benefits provide.

### **We are bound by the Fair Insurance Code**

FMG is a member of the Insurance Council of New Zealand and bound by the Council's Fair Insurance Code. For a copy of the Code, please call us on 0800 366 466.

### **We comply with the Privacy Act 1993**

We collect personal information about you, your business, or both. We asked you for personal information to fully evaluate and to administer this policy, and we may ask for more if you make a claim or renew the policy. You also authorise us to:

- collect relevant information about you or your business from third parties, such as other insurers and EQC
- disclose information about you in connection with insurance to third parties.

We fully understand the importance of protecting your personal, commercial and financial information. We store your information securely, within our organisation, and will not share it except in compliance with the Privacy Act 1993. You have rights under the Privacy Act 1993 to access and correct the information we hold about you.

For information about how we collect, use and store your personal information, see the full Privacy Statement on our website ([www.fmg.co.nz](http://www.fmg.co.nz)).

### **We provide a 30-day 'cool off' period**

We are confident this policy will be right for you. However, you may cancel this policy within 30 days of the start date if you are not entirely happy, without giving us a reason. We will refund any premium you have paid, provided you do not have a claim during this 30-day period.

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## Section 1 - We cover your vehicle

### 1. We cover your vehicle, its accessories and spare parts

Your *private vehicle* is insured for *accidental loss* anywhere in New Zealand.

Your *private vehicle accessories* and spare parts are insured for *accidental loss* while they are temporarily removed from your *private vehicle* for repair, renovation, cleaning or storage.

### 2. All covers include automatic benefits

You are automatically insured under this section for the following benefits.

#### 2.1 You do not have to pay an excess on glass claims

No excess applies to claims solely for accidental breakage of your private vehicle's:

- windscreen
- window glass
- sunroof glass
- driving lights.

#### 2.2 You do not have to pay an excess if you are not at fault

You do not have to pay any excess if you are involved in an accident covered by this policy, provided we determine that the driver of the other vehicle was at fault and you can give us both:

- the registration number of the other vehicle
- the name and address of its driver.

#### 2.3 We cover the replacement of locks and keys

You are insured for the reasonable cost of replacing locks and keys (including electronic access cards and transponders, remote door openers, or any other equivalent device) for your *private vehicle* if you have reasonable grounds to believe:

- they are lost, damaged, or stolen
- they have been duplicated without your consent
- someone else has found out the combination of an electronic key pad or lock.

You do not have to pay any excess for this benefit.

#### 2.4 We cover fuel contamination and misfuelling

You are insured if *misfuelling* or *fuel contamination* causes *breakdown* or *failure* to your *private vehicle*, provided you have taken reasonable care to avoid this loss.

If the *misfuelling* or *fuel contamination* doesn't cause any *breakdown* or *failure* and you have taken reasonable care to avoid the *loss*, we will pay for any remedial work required to clean the *fuel contamination* or *misfuelling* from your vehicle.



## 2.5 We cover trip completion

If your *private vehicle* suffers a *loss* covered by this policy while you are away from your home and as a result it cannot be driven, you are insured for the reasonable cost for:

- accommodation
- you and your passengers to either:
  - complete your trip
  - return to your home
- travelling and collecting your *private vehicle*, following repair or recovery away from your home.

We will pay up to \$2,000 for any one event.

## 2.6 We cover your replacement or additional vehicle

If you buy an additional or replacement *private vehicle* during the period of insurance, we will insure that *private vehicle* for its *present-day value*, provided you do all of the following:

- notify us of the details within 30 days of the date of purchase
- complete any proposal we require
- pay us any additional premium we require.

We will insure your replacement *private vehicle* on the same terms that apply to the *private vehicle* it replaces.

We will pay up to \$100,000 for any one event.

## 2.7 We cover trailers used for domestic purposes

If we cover your private vehicle under this policy, we cover accidental loss to any domestic trailer if it is:

- owned by you, or
- in your care or control, and
- not insured under any other insurance.

For any one event, we will pay up to \$1,000 for any one domestic trailer.

Domestic trailer means a trailer used for *private use*. This does not include a boat trailer, a caravan, or camper trailer, a horse float or the contents of any trailer.

## 2.8 We replace near-new vehicles

We will replace your *private vehicle* with a new one of the same make, model and specification (provided one is currently available in New Zealand) if:

- your *private vehicle* becomes a *total loss* within 1 year from the date it was first registered or purchased by you as new, in New Zealand, and
- we have accepted your claim.

However, if we cannot replace your *private vehicle*, or you do not want it replaced, we will pay you the lesser of:

- the *present-day value* of your *private vehicle*
- the amount shown on the certificate.

## **2.9 We cover the fixtures and fittings of your caravan, campervan or motorhome**

If your *private vehicle* is a caravan, campervan or motorhome, your policy is extended to include *accidental loss* of:

- any fixtures, fittings or furnishings that normally would be sold with the caravan, campervan or motorhome
- any utensils or supplies (but not your personal effects) in the caravan, campervan or motorhome at the time of an *accidental loss* that we have accepted a claim for.

We will not pay you if a storm causes *accidental loss* to any awning left erected and unattended for more than 48 consecutive hours. Storm means violent winds sometimes combined with thunder, heavy falls of rain, hail or snow. Bad weather, or heavy or persistent rain, does not by itself constitute a storm.

## **2.10 We cover emergency costs for horse trucks and horse floats**

If your *private vehicle* is a horse truck or horse float, for any one *event* we will pay up to \$500 each for:

- emergency agistment and stabling costs
- emergency veterinary costs for care at the accident site.

We will pay up to \$1,000 in total for any one *event*.

## **2.11 We cover loss caused by natural disaster**

Your *private vehicle* is insured for *accidental loss* caused by *natural disaster*.

## **2.12 We cover hoists on your vehicle**

We cover *accidental breakdown or failure* of hydraulic rams, hoists and similar equipment or parts, permanently attached to your *private vehicle*, during the period of insurance.

We do not provide cover if the equipment is on a vehicle that is insured under any other policy of insurance.

We will pay up to \$5,000 for any one *event*. This amount is included in, and not additional to, the sum insured for your *private vehicle*.

## **2.13 We cover vehicle accessories owned by your employees**

You are insured for *accidental loss* to vehicle *accessories* owned by your *employees* if:

- the *accessories* were in your *private vehicle* at the time of the loss,
- we have accepted a claim for that loss, and
- the loss is not insured under any other policy of insurance.

We will pay the *present-day value* of your *employees'* vehicle *accessories*.

We will pay up to \$1,000 for any one *event*.

### 2.14 We cover death or permanent injury

We cover you for death or permanent *injury* resulting from a fire or collision involving your *private vehicle* while you are in it and that we have accepted a claim for.

We will pay:

- \$5,000 to your estate, if you die within 3 calendar months of the *accident*.
- \$5,000 to you, if you suffer total and permanent loss of:
  - the sight of both eyes,
  - the use of both hands, or
  - the use of both feet.
- \$2,500 to you, if you suffer total and permanent loss of:
  - the sight of one eye,
  - the use of one hand, or
  - the use of one foot.

We will pay up to \$10,000 in total for any one *event*.

### 2.15 We cover the costs of recovering a stolen private vehicle

You are insured for the reasonable costs you incur to recover or attempt to recover your stolen, converted or lost *private vehicle*. We will pay the reasonable costs if we have accepted a claim for *loss* covered by this policy. The attempt must be made with our prior consent.

### 2.16 We cover rewards

You are insured for reward payments you make provided these are offered both:

- to protect or recover your *private vehicle* following a *loss* covered by this policy
- with our prior consent.

We will pay up to \$5,000 for any one reward.

### 2.17 We cover the costs of removal after loss

You are insured for the reasonable costs you incur, following a *loss* covered by this policy, to:

- have the *private vehicle* moved to the nearest safe place if it is not in a drivable condition
- otherwise take care of your *private vehicle*.

### 2.18 We cover road-clearing costs

You are insured for the reasonable costs you incur, following a *loss* covered by this policy, to:

- remove debris, including any property carried by you as a load, from any road or parking area
- salvage the load carried by your *private vehicle* and move it to the nearest safe place.

We will pay up to \$5,000 for any one event.

### **2.19 We cover costs you incur to prepare a claim**

You are insured for the reasonable and necessary fees you incur to prepare, present, or certify claims covered under this section.

We will pay up to \$10,000 for any one event.

### **2.20 We cover replenishment costs**

You are insured for the reasonable costs of replenishing your fire-fighting equipment after it has been used to protect your *private vehicle* from a loss covered by this policy.

We will pay up to \$5,000 for any one event.

### **2.21 We cover loss from terrorism**

Your *private vehicle* is insured for *accidental loss* (but not related costs or expenses) caused by *terrorism*. However, it is not insured for loss connected in any way with *terrorism* that involves nuclear, biological or chemical weapons, substances or contamination.

For any one event, we will pay the lowest of the following:

- the reasonable cost to have your *private vehicle* repaired
- the *present-day value* of your *private vehicle*
- the amount shown on the certificate
- \$1,000,000.

### **2.22 We cover child car seats**

You are insured if you need to replace your child car seat because it was in your *private vehicle* at the time of the *accidental loss* to your *private vehicle* and is not otherwise insured.

We will pay the *present day value* up to \$1,000 per car seat, for any one event.

## **3. You can choose to add any of the following optional benefits**

These optional benefits only apply if you have purchased them and they are shown on your certificate.

### **3.1 You can choose to be covered for hire charges**

If you have bought this benefit, you are insured for reasonable charges you incur to hire a replacement vehicle if you suffer a loss to your *private vehicle* that is covered under this policy.

We will pay up to \$100 a day, for up to 30 days from when we accepted your claim.

We will not pay any hire charges you incur after:

- your *private vehicle* has been repaired or replaced, or
- we have paid your claim.

### **3.2 You can choose to remove the contract use additional excess**

If you have bought this benefit, you will not have to pay the *contract use* additional excess if:

- you suffer a loss to your *private vehicle*, or are held legally liable, while it was being used for *contract use*, and
- we have accepted a claim for that loss or liability.

## 4. What we will pay

### 4.1 Your maximum cover for your vehicle

The most we will pay under the vehicle section (section 1) is the lowest of:

- the reasonable cost to have your *private vehicle* repaired (including reasonable express freight charges within New Zealand and overtime charges)
- the *present-day value* of your *private vehicle*
- the amount shown on the certificate.

Additionally, where a benefit refers to a specific limit that is the maximum amount we will pay for that benefit.

### 4.2 If your vehicle is a total loss

If your *private vehicle* is a *total loss*, we may settle your claim by paying either:

- the *present-day value* of your *private vehicle*
- the amount shown on the certificate.

In this case, we:

- will dispose of the wreck,
- may, at our option, keep some or all of the proceeds of the wreck, and
- will not refund any unexpired premium for the policy.

### 4.3 If repair improves your vehicle

You will be required to contribute a reasonable amount towards the repair or replacement costs if the repair or replacement means that your *private vehicle* is in substantially better condition than immediately before the *loss*.

### 4.4 If parts are not available

If any parts needed to repair your *private vehicle* are unavailable in New Zealand, we will pay the reasonable cost of freight (excluding airfreight) and the lesser of:

- the manufacturer's latest list or quoted price
- the actual cost of having the part made in New Zealand.

### 4.5 If paintwork cannot be matched

We will not pay any additional painting costs incurred because a repairer cannot match the existing paintwork.

### 4.6 If you have a claim for accessories

We will pay the *present-day value* of your vehicle *accessories* up to the amount shown on the certificate.

Unless otherwise stated on your certificate, our payments for unspecified *accessories* are limited as follows:

- non-manufacturer-fitted *accessories* limited to \$2,000 per item, and
- *non-standard wheels* limited to \$2,000 per set.

## 5. What loss you are not insured for

This section contains specific exclusions for the vehicle section (section 1). The general exclusions, starting on page 18 also apply.

### 5.1 Your vehicle is not insured for breakdown or failure

Your *private vehicle* is not insured for *breakdown or failure* to any part of its:

- engine, transmission, electrical or electronic system, or
- mechanically or hydraulically operated system.

Nor is it insured for any *loss* to any part of these systems that results from such a *breakdown or failure*. However, you are covered for *loss* to other parts of your *private vehicle* resulting from such *breakdown or failure*.

This exclusion does not apply to:

- Fuel Contamination and Misuefling automatic benefit 2.4
- Hoists automatic benefit 2.12.
- *Breakdown or failure* from any cause external to the vehicle except when connected in any way with:
  - Driver error that results in damage to any of the above systems without, or before, damaging other parts of the *private vehicle*
  - Service and repair
  - Maintenance
  - Wear and tear
  - The vehicle being operated outside its designed capabilities and/or manufacturers specifications.

### 5.2 Your vehicle is not insured for defective work

Your *private vehicle* is not insured for *loss* connected in any way with:

- an inherent defect or fault, or
- defective workmanship, materials, or design.

This exclusion only applies to the part of your *private vehicle* first affected by the *loss*. However, you are insured for resulting *loss* to other parts of your *private vehicle* unless otherwise excluded from cover under this policy.

### 5.3 Your vehicle is not insured for wear and tear

Your *private vehicle* is not insured for:

- wear and tear
- deterioration
- rust
- corrosion.

### 5.4 Your vehicle is not insured for loss to tyres

Your *private vehicle* is not insured for any *loss* to tyres or their tubes caused by:

- punctures
- cuts
- splits
- bursts
- the application of brakes.

However, such *loss* is insured if it directly results from *accidental loss* to any other part of your *private vehicle* that is covered by this policy.

## Section 2 - We cover legal liability

### 6. We cover you and your approved drivers

#### 6.1 You are insured for your legal liability for injury to others and loss of their property

You are insured for your legal liability for both:

- *accidental bodily injury* to another person
- *accidental loss* to the property of others.

Your policy covers such liability if it arises from an *accident* involving your *private vehicle* or while you are driving another person's vehicle during the period of insurance.

We will not cover that liability if it is covered by other insurance.

#### 6.2 You are insured for legal defence costs

If we have accepted a claim under 6.1 (legal liability for injury to others and loss of their property) of this section of this policy, you are also insured for your necessary and reasonable legal defence costs.

#### 6.3 You are insured for the legal liability of another driver

If another person uses your vehicle with your consent, we also insure their legal liability under 6.1 (legal liability for injury to others and loss of their property) and 6.2 (legal defence costs) above, unless that person is otherwise excluded from cover under this policy. That person is subject to the same terms of cover as you.

### 7. The cover also includes automatic benefits

Your insurance for legal liability and legal defence costs automatically includes the following benefits.

#### 7.1 We cover your liability when using a trailer for domestic purposes

If we cover your *private vehicle* under this policy, you are insured for your legal liability for *accidental loss* or *accidental bodily injury* arising from a trailer, boat trailer, caravan, camper trailer or horse float used for domestic purposes, provided that it is either:

- owned by you
- in your care or control.

However, we do not cover you if your liability is insured under any other policy of insurance.

#### 7.2 We cover the use of your vehicle for your employer

You are insured for your legal liability when your *private vehicle* is being used by you for your employer's business. We also cover your legal liability if another *employee* uses your vehicle with your consent for your employer's business, unless that person is otherwise excluded from cover under this policy.

However, we do not cover you if your liability is insured under any other policy of insurance.

### 7.3 We cover liability for damage caused by animals from your horse truck and horse float

You are insured for your legal liability for costs resulting from *accidental loss* or *accidental bodily injury* that:

- is caused by any animal that escapes from your horse truck or horse float,
- happens during the period of insurance, and
- results after reasonable attempts to restrain the animal by the driver or occupants of your horse truck or horse float have failed.

We will pay up to \$500,000 for any one event.

### 7.4 We cover legal fees

If someone dies as a result of an *accident* involving your vehicle, we will pay your reasonable legal fees to defend charges of:

- manslaughter
- careless driving causing death
- dangerous driving causing death
- reckless driving causing death.

We will also pay for your reasonable legal fees to be legally represented at any inquiry or coroner's inquest in connection with such death.

This cover will only apply if both of the following are true:

- we have accepted a claim for *accidental loss* (section 1 of this policy)
- you get our consent before you incur any legal fees.

We will pay up to \$2,000 for any one event.

### 7.5 We cover your liability for pollution or contamination

You are insured for your legal liability for costs you incur for a *loss* due to pollution or contamination provided it:

- is caused by an *accident* involving your *private vehicle* during a period of insurance, and
- happens during the same period of insurance.

### 7.6 We cover your liability while in transit between New Zealand ports

You are insured for your legal liability for costs you incur for a *loss* when:

- your *private vehicle* is being carried by a ship between ports in New Zealand,
- there is a deliberate *loss* to prevent the loss of a ship or other cargo in a time of danger, and
- the *event* happens during the period of insurance.

## 8. What we will pay

We will pay up to \$10,000,000 for any one event inclusive of legal defence costs.

If your cover under this policy is insufficient for both you and any other party covered by this policy, covering your costs will take priority.



## 9. What liability you are not insured for

This section contains specific exclusions for the liability section of this policy. The general exclusions, starting on page 18 also apply.

### 9.1 You are not insured for your liability for loss to your property

This policy does not cover your legal liability for *loss* of property that you either:

- own, or
- have under your care or control, unless covered under automatic benefit 7.1 (trailer liability)

However, you are covered for legal liability for loss to a vehicle being towed (without reward) by your *private vehicle* because it is not in a drivable condition.

### 9.2 You are not insured for your liability for some types of bodily injury

This policy does not cover your legal liability for *bodily injury*:

- to any person caused by an *accident* while that person is driving your *private vehicle*, or
- covered by the Accident Compensation Act 2001.

### 9.3 You are not insured for your liability for damage to infrastructure

This policy does not cover your legal liability for *loss* to:

- roads,
- underground services including pipes, cables and other installations, or
- bridges, viaducts, weighbridges, paths or anything beneath such structures due to vibration or the weight of your *private vehicle* and/or the load carried by your *private vehicle*.

### 9.4 You are not insured for your liability as an owner or user of aircraft or watercraft

This policy does not cover your legal liability for *loss* connected in any way with your ownership or use of any aircraft or watercraft.

### 9.5 You are not insured for your liability for penalties

This policy does not cover your legal liability for any fine, penalty, sentence of reparation, or any punitive or exemplary damages.

### 9.6 You are not insured if you accept liability when you are not liable

This policy does not cover your legal liability if you have agreed to accept liability where there would otherwise be none.

### 9.7 You are not insured for your liability for pollution or contamination

This policy does not cover your legal liability for pollution or contamination (including the cost of removal and cleaning up) unless covered under automatic benefit 7.5 (your liability for pollution or contamination).

## 10. General exclusions for both your vehicle and liability

These exclusions apply to both your vehicle (section 1) and liability (section 2).

### 10.1 You are not covered if the driver has used alcohol or drugs

You are not insured for any *loss* or liability while the *private vehicle* is being used by any person who:

- is under the influence of any intoxicating substance or drug,
- has a proportion of alcohol in their blood that exceeds the legal limit prescribed by law,
- has a proportion of alcohol in their breath that exceeds the legal limit prescribed by law, as detected in an evidential breath test,
- fails to supply a blood or breath sample as required by law,
- fails any other test required by law to determine alcohol or drug use, or
- fails to stop or remain at the scene following an *accident*.

However, this exclusion does not apply when the *private vehicle* is stolen or illegally converted.

### 10.2 You are not covered for consequential loss

You are not insured for any consequential *loss*, except as covered under optional benefit 3.1 (hire charges).

Things you are not covered for include, but are not limited to:

- penalties
- loss of use of property
- loss resulting from delays
- loss of market
- loss resulting from depreciation
- loss of value.

### 10.3 You are not covered for misuse of your vehicle

You are not insured for any *loss* or liability resulting from use of your *private vehicle* in a way that is beyond its design capabilities.

### 10.4 You are not covered for motor driving instruction

You are not insured for any *loss* or liability while your *private vehicle* is being used by a motor-driving instructor, unless it is to teach you or a member of your family to drive.

### 10.5 You are not covered if the driver is not licenced or has breached their licence

You are not insured for any *loss* or liability while your *private vehicle* is being driven or used by any person who:

- does not hold an appropriate licence, or
- breaches any conditions of their licence.

This exclusion does not apply if, at the time of the *accident*:

- the person who was using your *private vehicle*:
  - previously held an appropriate licence,
  - was not disqualified from holding or obtaining an appropriate licence, and
  - obtained an appropriate licence immediately after the *accident*,
- your *private vehicle* was being used to teach you or a member of your family to drive, as long as all the requirements of the law were being complied with, or
- your *private vehicle* was stolen or illegally converted.

### 10.6 You are not covered for a vehicle hired in an employee's name

You are not insured for any *loss* or liability connected with any vehicle hired by your *employee* in your employee's own name.

### 10.7 You may have to pay an excess

If we accept a claim under one or more of your FMG policies, you are not insured for the amount of any excess on the certificate.

### 10.8 You are not covered for an unattended vehicle that was not locked

You are not insured for any *loss* or liability as a result of:

- you leaving your *private vehicle* unattended in a public place without locking it and removing the keys, and
- the vehicle being stolen or illegally converted.

### 10.9 You are not covered for the loss of electronic data

You are not insured for *loss* in any way connected with the *loss* of *electronic data*.

### 10.10 You are not covered for racing

You are not insured for *loss* or liability while your *private vehicle* is being used for any of the following:

- racing
- time and/or reliability trials
- rallying
- pacemaking
- motor sports events
- driving on a race track
- competitive motor cross or trail bike events
- any similar or related event
- practising or testing for any of the above excluded events.

### 10.11 You are not covered if your vehicle is unsafe

If your *private vehicle* is not in a safe and roadworthy condition, you are not insured for any *loss* or liability unless you can satisfy us that:

- the condition of your *private vehicle* did not cause or contribute to the *accident*, and
- you (or the person who was using your *private vehicle* at the time of the *accident*) did not know of your *private vehicle's* condition, and could not have been reasonably expected to have known.

### 10.12 You are not covered for certain uses

You are not insured for any *loss* or liability while your *private vehicle* is being used:

- in connection with:
  - the motor trade,
  - sales, service or collection,
  - driver instruction, or
  - the carriage of goods or samples, unless this is part of your *farming operations*
- by any person acting as a:
  - commission agent,
  - commercial traveller,
  - insurance representative or assessor,
  - stock, station, land or real estate agent,
  - manufacturing agent, or
  - company representative.

### 10.13 You are not covered when your vehicle is hired out

You are not insured for any *loss* or liability while your *private vehicle* is either:

- hired out, unless you are driving it and this usage is comparable to what you would usually use the vehicle for
- used to carry passengers for hire or reward other than as part of a car-sharing agreement.

### 10.14 You are not covered for confiscation, nuclear materials, terrorism or war

You are not insured under this policy for loss in any way connected with:

- *confiscation*,
- *nuclear materials*,
- *terrorism*, unless covered by automatic benefit 2.21 (loss from terrorism)
- *war*.

## **Making a claim**

The conditions in this section are important. You must meet all conditions before we will accept a claim under your policy with us.

### **11. What you must do**

#### **11.1 As soon as you know you are likely to make a claim**

You must let us know immediately if anything happens that is likely to lead to a claim.

You must take reasonable steps to minimise the claim and avoid any further claim.

You must make a complaint to the Police if you suspect criminal activity.

#### **11.2 When communicating with us**

You must complete our claim form in full if we ask you to do so, and return it to us within 30 days of our request.

You must provide all reasonable information and assistance we require at any time.

You must immediately send us all relevant correspondence and court documentation.

You must authorise us to:

- get personal information about you from you and third parties in connection with your insurance
- disclose personal information about you to third parties in connection with your insurance.

For more information about how we collect, use and store your personal information, see the full Privacy Statement on our website ([www.fmg.co.nz](http://www.fmg.co.nz)).

#### **11.3 When you have other insurance**

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

### **12. What you must not do**

#### **12.1 You must not accept liability or settle things yourself**

You must not admit you are liable to any party.

You must not say or do anything that prejudices our ability to:

- defend any action against you, or
- take recovery action in your name.

You must not start any remedial action or dispose of any property you intend to claim on without our prior approval.

## **12.2 You must not make untrue statements**

You, and anyone else entitled to claim under this policy, must ensure all statements made to us are true and complete.

If your claim is dishonest or fraudulent in any way, we are entitled to:

- decline your claim in whole or in part
- bring this policy to an end from the date of the dishonest or fraudulent act
- bring all other insurance you have with us to an end from the date of the dishonest or fraudulent act.

We may also notify the Police, the Serious Fraud Office, or both.

## **13. How we will manage the claim**

### **13.1 If two or more excesses apply, you need to pay the higher excess**

If an *event* is covered under more than one of your FMG policies, you will have to pay only one excess. This will be the highest excess we can apply under those policies.

### **13.2 We will pay the difference between another insurance and this one**

You must immediately let us know if you have other insurance covering the risks covered under this policy.

We will only pay over and above the difference between the limit payable under that other insurance.

### **13.3 We have the right to act in your name in litigation**

If you make a claim under the liability part of this policy (section 2), we have the sole right to act in your name and on your behalf in connection with that claim. We can defend, negotiate or settle the claim as we decide, at our expense.

We are entitled to appoint our own lawyers who report to us, and you waive your right to legal professional privilege.

We may elect to pay:

- the maximum amount payable under this policy, or
- any lesser sum for which the action against you can be settled.

Once we have done so, we have no further liability to you under this policy.

### **13.4 We may make progress payments**

We will, at our option, make regular progress payments for your claim, provided that:

- you provide us with proof of your insured *loss*, and
- if the combined progress payments exceed the total amount of the *loss*, you must immediately refund us the difference between these amounts.

### **13.5 We may recover costs from those responsible for the loss**

If we accept any part of your claim, we may exercise any legal rights you have to recover amounts from the persons responsible for the *loss*. Any recovery will be at our cost.

If we do this, you must co-operate and give us any help we ask for. If you refuse, you may have to repay the money we paid you.

If we succeed in recovering any money from the persons responsible, we will refund your excess. We will pay to you any remaining money recovered after deducting:

- our recovery costs, and
- the money we have paid you.

If you recover any lost or stolen property claimed under this policy:

- you must hand this over to us, and
- we are entitled to keep the property and any proceeds from its sale.

If you receive any reparations for any property on which you have made a claim under this policy, you must immediately reimburse us from these reparations up to the amount of any claim payments we have made to you.

### **13.6 We can choose whether or not to salvage**

If your claim relates to damaged property, we are entitled to retain possession of the damaged property and deal with salvage in a reasonable manner.

You cannot abandon any property to us.

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## General conditions of this policy

The following conditions apply to the whole policy, and cover what you agree to do, how we manage the policy, and how the policy will be interpreted.

### 14. What you agree to do

These conditions must all be met before we will accept a claim under this policy.

#### 14.1 You must comply with all terms of this policy

You, and anyone else entitled to claim under this policy, must comply with all the terms of the policy before we will meet any claim under it.

You must tell the truth at all times.

#### 14.2 You must tell us immediately if anything changes

After this policy starts, you must notify us immediately of any change in circumstances you are aware of that affects any risks insured under this policy, whether by increasing or altering them.

Once you have done so, we may change the premium and terms of cover, at our discretion.

If you fail to let us know about any change in circumstances, we may (from the date of the failure):

- refuse to meet any claim or part of it
- cancel this policy.

#### 14.3 You must keep your vehicle safe and maintained

You must take reasonable steps at all times to make sure that your *private vehicle* is:

- maintained in an efficient condition, and
- secure and protected from possible *loss*.

#### 14.4 You must tell us about any vehicle modifications

You must let us know promptly if the *private vehicle* has any modifications that are not standard manufacturer's specifications.

We may change the terms of this insurance in those circumstances, because modifications may affect the risk.

#### 14.5 You must take reasonable care

You must take reasonable care, at your own expense, to avoid and minimise *loss* or damage to the property insured under this policy, and liability to others.

This includes all of the following:

- complying with all relevant laws
- complying with all manufacturer's recommendations
- employing competent *employees*
- maintaining and operating all security protection equipment, and all fire protection and extinguishment equipment, at all relevant times.

We will not pay any claim if you have been reckless or grossly irresponsible.



#### **14.6 Premiums must be paid on time**

Cover under this policy will begin when you have paid, or have agreed to pay, the premium for the period of insurance (including any government charges).

If we have agreed that you can pay your premium in instalments, cover under this policy will begin when you have paid, or have agreed to pay, the first instalment (including any government charges), due under this agreement.

You must pay your premiums by the due date.

If you suffer a *total loss*:

- we will not settle your claim:
  - until the full annual premium is paid, or
  - if you are paying your premium by instalments, until the balance of the full annual premium is paid, and
  - we may deduct any outstanding annual premium from the claim settlement.

#### **14.7 You must seek our written agreement to a transfer of interest**

No interest in this policy can be transferred or assigned without our written agreement.

### **15. How we will manage this policy**

#### **15.1 How to make changes to this policy**

If we agree, you may change this policy by giving us notice of the changes.

We may change the terms of this policy at any time by giving you notice at the last known address we have for you. The changes we make will take effect 30 days after the day we send or deliver the notice to you.

#### **15.2 How to cancel this policy**

You may cancel this policy at any time by giving notice to us.

We may cancel this policy at any time by giving notice to you at the last known address we have for you. Your policy will be cancelled 30 calendar days after the day we send or deliver the notice to you.

- If you cancel this policy, we will (subject to “We provide a 30 day ‘cool off’ period” on page 7) refund 90% of the unexpired portion of your premium.
- If we cancel this policy, we will refund the unexpired portion of your premium.
- If you have made a claim and we have paid the full amount under:
  - the policy, we will cancel the policy
  - an item, we will cancel the item
  - an optional benefit, we will cancel the optional benefit.

In all three cases, the cancellation will be from the date of *loss*.

#### **15.3 Special conditions when people are insured jointly**

If this policy insures more than one person or entity, they are insured jointly. A breach by one insured will be treated as a breach by all insured persons.

The most we will pay in total to all insured persons or entities during the period of insurance is the amount shown in this policy or on the certificate.

#### **15.4 We will add Goods and Services Tax where applicable**

Where we are able to recover GST under the Goods and Services Tax Act 1985:

- all amounts insured exclude GST (unless otherwise shown on the certificate), and
- GST will be added, where applicable, to claim payments.

All excesses include GST.

#### **15.5 We can inspect the vehicle**

We are entitled to inspect property insured, at any reasonable time. You must provide any information we reasonably require in connection with that property.

When we inspect the property and provide an inspection report, we are not undertaking, determining or warranting the safety of any operation, property, or premises, nor are we confirming that these are covered by a policy.

#### **15.6 We can give information and make payments to interested parties**

If you advise us of a party holding a financial interest over the property insured under this policy, all of the following apply:

- we note that interest, but the party is not directly insured under this policy
- you authorise us to disclose personal information about you to that party in connection with this policy
- we may make a claim payment directly to that party up to the limit of its interest.
- If we make such a payment, we have met our obligations to you under this policy for that amount.

#### **15.7 This policy covers events and property in New Zealand only**

This policy covers:

- your insured property while it is in New Zealand, and
- your liability that arises as a result of an *event* in New Zealand.

However, if another location is shown on the certificate, you will also be covered in that location.

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## How to interpret this policy

### 16.1 Words in italics have a specific meaning

Words which appear in italics must be interpreted using their defined meaning stated in the definitions section.

### 16.2 We use New Zealand currency

All monetary amounts referred to in this policy are expressed and payable in New Zealand dollars.

### 16.3 The law of New Zealand governs this policy

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

### 16.4 ‘Acts of Parliament’ include amendments and regulations

Any Acts of Parliament referred to in this policy include any:

- amendments or statutory regulations made under them, and
- Acts or regulations made in substitution for the original Acts or regulations.

### 16.5 Headings are for ease of reading

The headings in this document are merely there to make it easier to read. They do not form part of the policy and are not to be used in interpreting it.

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## Definitions

The following definitions apply to your policy.

Please note:

- references to the singular include the plural and vice versa
- the definitions apply to any derivatives of the word used in this policy.

**Accessories** means a part of your *private vehicle* not supplied or fitted by the manufacturer as standard equipment for the model including:

- *non-standard wheels*
- any radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of your *private vehicle*
- any telephone permanently fitted to your *private vehicle*
- any detachable and fixed equipment such as radar detectors, on-board computers, heating units, cooling units, tarpaulins, chains and twitches, bearers and load-securing and lifting equipment or ropes
- signwriting, artwork and the like
- LPG, CNG or other fuel-conversion installations
- any car seat covers, or car mats
- any child car seat while in the *private vehicle* and that is not otherwise insured.

**Accident** and **accidental** means an event that is sudden, unintended and unforeseen by you.

**Bodily injury** means *injury*, sickness, disability, disease, diagnosed mental injury, or death resulting from any of these.

**Breakdown or failure** means any form of mechanical, hydraulic, electrical or electronic breakdown or failure.

**Contract use** means you using your *private vehicle* for farm contracting (agricultural or horticultural contracting, excluding the use of explosives).

**Confiscation** means confiscation, requisition, nationalisation, destruction of, or damage to property by order of Government, a local authority, a court, or any public authority. The definition of confiscation excludes such orders given for the purpose of controlling a peril covered by this policy.

**Employee** means:

- any employee directly employed by you for domestic duties, or
- any employee directly employed by you in, or any principal or director (but only in their capacity as such) of, your:
  - *farming operations*,
  - your normal regular horticultural activities associated with the growing of your plants, or
  - *homestay activities*.

**Event** means either:

- a single *loss* or *bodily injury*, or both
- a series of *losses* or *bodily injuries*, or both, that have the same cause.

**Excess** means the first amount of a claim that you must pay, as shown on the certificate.

**Farming operations** means your normal regular farming activities including:

- exhibitions and competitions at shows
- using your property for horse or hunt club activities, except horse racing organised by a racing, trotting or similar organisation
- distributing farm material from aircraft, except for 1080, 1081, herbicides, fungicides, pesticides or similar poisons or substances
- artificial insemination technician activities
- occasional agricultural or horticultural contracting, excluding the use of explosives
- your normal regular horticultural activities associated with the growing of your plants.

**Fuel contamination** means *accidental* contamination of fuel in your *private vehicle* by:

- contaminated fuel from a bowser
- contaminated fuel from an approved delivery service
- water, excluding condensation
- Diesel Exhaust Fluid, or
- the malicious act of any person other than you.

**Homestay activities** means your accommodation of temporary visitors to the house you live in who pay you for hospitality, meals, accommodation, or any combination of these for a short term (paying guests) provided that:

- your maximum paying guest capacity is no more than six people,
- your annual turnover from paying guests is not greater than \$30,000, and
- for taxation purposes, you claim no more than 50% of the house you live in for your accommodation of paying guests.

**Injury** means external or internal *bodily injury* caused solely and directly by violent, *accidental*, external and visible means.

**Loss** means physical:

- loss,
- damage, or
- destruction.

**Loss of electronic data** means the loss, corruption, destruction, malfunction or unavailability of information or instructions in electronic form. This includes programs, software and other electronic data. This extends to the loss of use, reduction in functionality, or any other associated loss or expenses connected with the loss of such data, including data retrieval costs.

**Misfuelling** means *accidental* filling of the fuel tank with incorrect fuel for the vehicle.

**Natural disaster** means earthquake (including earthquake fire), volcanic eruption, tsunami, hydrothermal activity, or natural landslide. Natural landslide means the movement (whether by way of falling, sliding or flowing, or by a combination of these) of ground-forming materials composed of natural rock, soil, artificial fill or a combination of such materials that, before movement, formed an integral part of the ground. Natural landslide does not include the movement of ground due to subsidence below ground, soil expansion, soil shrinkage, soil compaction, or erosion (the wearing away of rocks, soil and the like by action of water, ice or wind).

**Non-standard wheels** means either:

- modified wheels, including wheels or tyres that are a different diameter, or a wider width, or a lower profile than the vehicle manufacturer's specification, or
- non-manufacturer wheels, including wheels differing from the wheels fitted by the manufacturer when the vehicle was new.

**Nuclear materials** means:

- ionising radiation or contamination by radioactivity from:
  - any nuclear fuel,
  - any nuclear waste,
  - the combustion or fission of nuclear fuel, or
- nuclear weapons material.

**Present-day value** means either the:

- market value immediately before the *loss*, or
- replacement cost less an allowance for age and wear and tear.

The *present-day value* is the value calculated by us, using whichever method we believe to be appropriate in the case.

**Private use** means your *private vehicle* is covered while it is being used for:

- private purposes (including commuting only to and from your workplace)
- social, domestic and pleasure purposes
- religious, social welfare or youth organisation work
- your *farming operations*, including the carriage of goods
- your private *homestay activities*
- your professional or business purposes, if that is shown on your certificate
- for your employer's business under section 7.2, automatic benefit 2.

**Private vehicle** means the private vehicle shown on the certificate while being used for private use. It includes:

- the following unspecified *accessories*:
  - non-manufacturer-fitted *accessories*
  - *non-standard wheels*
  - standard accessories, tools and equipment supplied and fitted by the manufacturer
- specified *accessories*.

**Terrorism** means a particular type of use, threatened use, or preparation for the use, of:

- force or violence towards any person or group(s) of people,
- property damage,
- conduct that creates a risk to health and safety, or
- interference or disruption with an electronic system.

What makes it terrorism is that these are actions by a person, group or groups (whether acting alone, or on behalf of, or in connection with, any organisation or government):

- designed to influence, coerce or retaliate against, a government or group of people, or
- to bring about change that aligns with the person or group's particular political, religious, ideological, ethnic, economic agenda.

Our definition of 'caused by terrorism' extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such actions.

**Total loss** means your *private vehicle* is:

- damaged so badly that it would cost more to repair it than it is covered for under this policy less its salvage value, or
- stolen and not recovered.

**War** means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, and extends to activity connected with controlling, preventing or suppressing such conduct.

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## Tell us what you think about us and our service

Your feedback helps us to identify opportunities to make our products and services even better. If you have any feedback—good or bad—we would like to hear from you.

If you have a concern about something that has happened, tell us and we will investigate the issue and inform you of the outcome, either by phone, in writing or by visiting you at a convenient time.

Similarly, if you have received exceptional service, we would like to know about it so we can congratulate our team—so please let us know.

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## How you can contact us



**Call us on** 0800 366 466



**Contact your local FMG manager**



**FMG Connect - our online service** [www.fmg.co.nz/connect](http://www.fmg.co.nz/connect)



**Visit our website** [www.fmg.co.nz](http://www.fmg.co.nz)



**Email us at** [contact@fmg.co.nz](mailto:contact@fmg.co.nz)



**Write to us** PO Box 1943, Palmerston North 4440, New Zealand



**Fax us on** 0800 366 455



### *We're easy to contact*



**Call us on**  
0800 366 466



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