

Commercial Motor Vehicles Policy Wording

Terms of our policy to cover
commercial motor vehicles

Effective on all new policies, items and renewals issued on or
after 1 July 2024



FMG
Advice & Insurance

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communities since 1905.**

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Terms of our policy to cover commercial motor vehicles

This policy wording describes the Commercial Motor Vehicles policy. The policy provides cover for vehicles used for your business. The policy offers five cover options: Comprehensive, Third Party Only, Third Party Fire and Theft, Fire and Theft, and Fire Only.

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

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 policy needs 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 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 2020

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 the Natural Hazards Commission Toka Tū Ake (NHC)/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 2020. You have rights under the Privacy Act 2020 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).

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.

We agree to cover your commercial motor vehicle and/or liability

We agree to provide you with the insurance set out in this policy, if 'Commercial Motor Vehicle' is shown on the certificate.

The parts of this policy that apply to you will depend on the cover option you have chosen as follows:

- Comprehensive: You are covered for your vehicle (section 1) and liability (section 2)
- Third Party Fire and Theft: You are covered for your vehicle (section 1, clause 1.2) and liability (section 2)
- Fire and Theft: You are covered for your vehicle (section 1, clause 1.2) only
- Fire only: You are covered for your vehicle (section 1, clause 1.3) only
- Third Party only: You are covered for liability (section 2) only.

Your certificate shows the cover you have.

Section 1 – We cover your vehicle

1. We cover your vehicle and its accessories anywhere in New Zealand

1.1 Comprehensive cover

If your certificate shows you are covered for Comprehensive, your *motor vehicle* is insured for *accidental loss* anywhere in New Zealand.

1.2 Fire and Theft cover

If your certificate shows you are covered for Third Party Fire and Theft or for Fire and Theft, your *motor vehicle* is insured for *accidental loss* anywhere in New Zealand caused by:

- fire
- lightning
- explosion
- theft or attempted theft
- illegal conversion.

1.3 Fire only

If your certificate shows you are covered for Fire only, your *motor vehicle* is insured for *accidental loss* anywhere in New Zealand caused by:

- fire
- lightning
- explosion.

2. Automatic benefit for Comprehensive, Fire and Theft or Fire covers only

If Comprehensive, Third Party Fire and Theft, Fire and Theft or Fire Only is shown on the certificate, you are automatically insured for the following benefit.

2.1 We provide limited cover for replenishment costs

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

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

3. Automatic benefits for Comprehensive and Fire and Theft covers only

If Comprehensive, Third Party Fire and Theft or Fire and Theft is shown on the certificate you are also automatically insured for the following benefits.

3.1 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) and number combinations to your *motor vehicle*, if you have reasonable grounds to believe:

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

These costs are included in, and not additional to, the sum insured for this *motor vehicle*.

The excess does not apply to this automatic benefit.

3.2 We cover vehicle accessories owned by your employees

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

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

We will pay the *present-day value* of these employee vehicle accessories.

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

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

3.4 We cover the costs of recovering your stolen vehicle

You are insured for reasonable costs you incur to recover or attempt to recover your stolen, converted or lost *motor 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.

3.5 We cover limited 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 *motor vehicle* and move it to the nearest safe place.

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

3.6 We cover rewards

You are insured for any reward payment you make:

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

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

4. Automatic benefits for Comprehensive Only

If 'Comprehensive' is shown on the certificate you are also automatically insured for the following benefits.

4.1 You do not have to pay an excess on glass claims

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

- windscreen
- window glass
- sunroof glass, or
- driving lights

Glass includes Perspex and other transparent materials used in replacement of glass.

The excess still applies if the claim involves other parts of the motor vehicle.

4.2 We provide limited cover for borrowed vehicles

You are insured for *accidental loss* anywhere in New Zealand to any *motor vehicle* borrowed by you during the period of insurance, provided the vehicle is:

- not otherwise insured,
- borrowed without financial consideration, and
- used in connection with your *business*.

The most we will pay under this benefit is the lesser of:

- the reasonable cost of having the vehicle repaired (including reasonable express freight charges within New Zealand and overtime charges)
- the *present-day value* of the vehicle
- \$50,000.

An excess of \$1,000 per event applies.

4.3 We provide limited cover for hired vehicles

You are insured for *accidental loss* anywhere in New Zealand to any *motor vehicle* hired or rented by you during the period of insurance, provided:

- The insurance offered by the rental company has not been accepted, and
- The vehicle is used in connection with your *business*.

The most we will pay under this benefit is the lesser of:

- the reasonable cost of having the vehicle repaired (including reasonable express freight charges within New Zealand and overtime charges)
- the *present-day value* of the vehicle
- \$50,000.

An excess of \$1,000 per event applies.

4.4 You do not have to pay an excess if you are free of blame and the responsible party is identified

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.

4.5 We cover your replacement or additional vehicle

If you buy an additional or replacement vehicle during the period of insurance, we will insure that 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 vehicle on the same terms that apply to the *motor vehicle* it replaces.

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

4.6 We provide limited cover for vehicles added to fleet

If Fleet is shown on your certificate:

- this benefit applies, and
- automatic benefit 4.5 (replacement or additional vehicles) does not apply.

In addition to the *motor vehicles* covered as Fleet under this policy at the start of the period of insurance you are automatically covered for any motor vehicles:

- purchased during the period of insurance from the date of purchase, or
- that you start leasing during the period of insurance from the date this lease starts, provided that a formal long-term lease agreement is in place.

Each additional vehicle is insured for its *present-day value*. The most we will pay for each additional *motor vehicle* is \$150,000 unless we have agreed otherwise at the time of purchase or the start of the lease.

4.7 We cover breakdown or failure caused by misfuelling or fuel contamination

You are insured if *misfuelling* or *fuel contamination* causes *breakdown* or *failure* to your *motor 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 motor vehicle.

4.8 We replace near-new vehicles

We will replace your specified *motor vehicle* with a new one of the same make model and specification (provided one is currently available in New Zealand) if we have accepted your claim and:

- your *motor vehicle* becomes a *total loss* within one year from the date it was first registered or purchased by you as new, in New Zealand
- has a gross laden weight of less than 3.5 tonnes.

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

- the *present-day value* of your *motor vehicle*
- the sum insured for this *motor vehicle*.

4.9 We cover agricultural vehicle tyres

You are insured for *accidental loss* to the tyres of your *agricultural vehicle*, provided they are:

- individually shown on the certificate, or
- covered under the Fleet cover as shown on the certificate.

This does not apply for tyres on:

- any unspecified *agricultural vehicle*
- any farm truck or ute which is registered for road use.

We will repair your damaged tyre.

If your damaged tyre cannot be repaired, we will pay the lesser of:

- the cost to replace your damaged tyre, or
- the *present-day value* of your damaged tyre.

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

4.10 We cover accidental breakdown or failure of hoists on your vehicle

We cover you for *accidental breakdown* or *failure* of hydraulic rams, hoists and similar equipment or parts, permanently attached to your *motor vehicle*, during the period of insurance, provided:

- the *motor vehicle* is specified on the certificate, or
- covered under the Fleet cover as shown on the certificate.

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

We will pay up to \$5,000, or any higher amount shown on the certificate, for any one *event*. This amount is included in, and not additional to, the sum insured for this motor vehicle.

4.11 We cover limited costs to transfer undamaged property from one vehicle to another after loss

If your *motor vehicle* suffers a *total loss* covered under this policy, you are insured for the additional reasonable costs of transferring undamaged property attached to that vehicle to any replacement vehicle.

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

4.12 We cover claim preparation costs

You are insured for the reasonable costs you incur, with our prior consent, to prepare, present or certify your claim following a loss covered under this section, but not costs incurred in disputing the claim.

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

5. You can choose to add the following optional benefits

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

5.1 You can choose to be covered for hiring a replacement vehicle or engaging a contractor to carry out a business commitment

If you have bought this benefit and you suffer a *loss* to your *motor vehicle* that is covered under section 1 of this policy, we will cover the lesser of the following reasonable costs you incur:

- the cost of hiring a replacement vehicle of a similar size and purpose to your *motor vehicle* that has suffered a loss, or
- the cost of engaging a contractor to carry out a *business* commitment that required the use of your *motor vehicle*.

We will only cover these costs if you have no other vehicle available to carry out the business commitment.

We will not pay any costs after:

- repairs to the *motor vehicle* are completed, or
- the claim for that motor vehicle is paid.

We will pay up to \$20,000 or any higher amount shown on the certificate for any one event.

This benefit does not apply to any unspecified *agricultural vehicle*.

5.2 You can choose to be covered for natural hazard (natural disaster)

If you have bought this benefit, your *motor vehicle* is insured for *accidental loss* caused by *natural hazard* (*natural disaster*).

5.3 You can choose to be covered for defined events

If you have bought this benefit, your *motor vehicle* is insured for *accidental loss* caused by a *defined event*.

6. What we will pay

6.1 Your maximum cover for your vehicle

We will pay whichever is less:

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

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

6.2 If your motor vehicle is a total loss

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

- the *present-day value* of your *motor 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
- will not refund any unexpired premium for that policy.

6.3 If repair improves your vehicle

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

6.4 If parts are not available

If any parts needed to repair your *motor vehicle* are unavailable from stock 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.

This does not apply to automatic benefits 4.3 (hired vehicles) or 8.4 (hired vehicles – consequential loss).

6.5 If paintwork cannot be matched

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

6.6 If your motor vehicle is unspecified

If your certificate shows Unspecified Agricultural Vehicles, for any *agricultural vehicle* that is not individually shown or covered under a Fleet on the certificate we will pay the lesser of:

- the reasonable costs to repair that vehicle
- the *present-day value* of that vehicle
- \$5,000 for any one Unspecified Agricultural Vehicle.

We will pay up to the amount shown on the certificate for any one *event*.

6.7 If your vehicle has accessories

We will pay the *present-day value* of your accessories. The most we will pay in total for any one *event* is the amount shown on the certificate for your *motor vehicle*.

7. 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.

7.1 You are not covered for fleet vehicles once they are sold or the lease ends

Cover for a *motor vehicle* insured as Fleet under this policy automatically stops on the date that it is sold or stops being leased.

7.2 Your vehicle is not insured for breakdown or failure

Your *motor 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*, except fire damage, to any part of these systems that results from such a *breakdown or failure*. However, you are insured for *loss* to other parts of the *motor vehicle* resulting from such *breakdown or failure*.

This exclusion does not apply to:

- Fuel Contamination and Misfuelling Automatic Benefit 4.7
- Hoists Automatic Benefit 4.10
- 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 *motor vehicle*
 - service and repair
 - maintenance
 - wear and tear
 - the vehicle being operated outside its design capabilities and/or manufacturers specifications.

7.3 Your vehicle is not insured for faults or defects in any materials, work or design

Your *motor 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 *motor vehicle* first affected by the *loss*. However, you are insured for resulting *loss* to other parts of your *motor vehicle* unless otherwise excluded from cover under this policy.

7.4 Your vehicle is not insured for natural hazard (natural disaster)

Your *motor vehicle* is not insured for *loss* caused by a natural hazard (natural disaster), unless covered by optional benefit 5.2 (natural hazard (natural disaster)).

7.5 Your vehicle is not insured for loss to tyres

Your *motor 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:

- covered by automatic benefit 4.9 (agricultural vehicle tyres)
- the *loss* was caused by the deliberate act of a third party
- the *loss* directly results from an *accidental loss* to another part of your *motor vehicle* that is covered by this policy.

7.6 Your vehicle is not insured for wear and tear, rust, deterioration or corrosion

Your *motor vehicle* is not insured for:

- wear and tear
- deterioration
- rust
- corrosion.

Section 2 – We cover your legal liability

8. We cover you and your approved drivers

8.1 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 any other person
- *accidental loss* to the property of others.

Your policy covers such liability if it arises from an *accident* involving your *motor vehicle*, (including loading and unloading) or while you are driving another person's vehicle during the period of insurance, including any *motor vehicle* hired or borrowed by you.

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

8.2 You are insured for legal defence costs

If we have accepted a claim under 8.1 (legal liability to others and loss of property), you are also insured for your necessary and reasonable legal defence costs.

8.3 You are insured for the legal liability of another driver

If another person uses your *motor vehicle* with your consent, we also insure their legal liability for 8.1 (legal liability to others and loss of property) and 8.2 (legal defence costs), unless that person is otherwise excluded from cover under this policy. That person is subject to the same terms of cover as you.

8.4 We provide limited cover for your liability for consequential loss for hired vehicles

If we have accepted a claim under clause 4.3 (hired vehicles) you are also insured for consequential loss suffered by the vehicle owner that is caused by *accidental loss* to the hired or rented *motor vehicle*. The most we will pay is up to \$25,000 per event.

Exclusions 11.1 (loss to your property) and 12.2 (consequential loss) do not apply.

An excess of \$1,000 per event applies.

9. The cover includes automatic benefits

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

9.1 We provide limited cover for your legal fees to defend criminal charges and attend inquests

If someone dies as a result of an *accident* involving your *motor 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.

9.2 We provide limited cover for your vehicle if you are free of blame and the responsible party is identified

If Third Party Only or Third Party Fire and Theft is shown on the certificate, we will insure your *motor vehicle* for *accidental loss* if you are involved in an *accident* with another vehicle, provided we determine that the driver of the other vehicle was at fault, the driver is not insured for the *loss* and you can give us both:

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

We will pay the lowest of the following:

- the reasonable cost to repair your *motor vehicle*
- the present-day value of your *motor vehicle*
- \$3,000.

You do not have to pay an excess.

9.3 We cover your legal liability when using a trailer for business

If we cover your *motor vehicle* under this policy, you are insured for your legal liability for *accidental loss* or *accidental bodily injury* arising from a trailer used in your *business*, provided that this trailer 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.

9.4 We cover your legal liability while in transit between New Zealand ports

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

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

9.5 We cover your legal 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 *motor vehicle* during the period of insurance, and
- happens during the same period of insurance.

9.6 We provide limited cover for your legal liability when using your vehicle airside

You are insured for your legal liability for *accidental loss* and/or *accidental bodily injury* arising from using your *motor vehicle* within the restricted area of an airport.

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

10. What we will pay

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

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

11. 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.

11.1 You are not insured for your legal liability for loss to your property or property in your care or control

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

- own
- have under your care or control unless covered under automatic benefit 9.3 (trailer liability).

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

11.2 You are not insured for your legal 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 *motor vehicle*
- covered by the Accident Compensation Act 2001.

11.3 You are not insured for your legal 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 *motor vehicle* and/or the load carried by your *motor vehicle*.

11.4 You are not insured for your legal 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.

11.5 You are not insured for your legal liability for penalties or certain other costs

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

11.6 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.

11.7 You are not insured for your legal 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 9.5 (your liability for pollution or contamination).

11.8 You are not insured for your legal liability when using your vehicle airside

This policy does not cover your legal liability for loss or bodily injury whilst your motor vehicle is being used within the restricted area of any airport, unless covered under automatic benefit 9.6 (airside liability).

12. General exclusions for both your vehicle and liability

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

12.1 You are not covered if the driver has used alcohol or drugs, failed to stop, or not complied with other criteria

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

- is under the influence of alcohol, drugs or any other intoxicating substance
- 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 recorded by an evidential breath test
- fails or refuses to supply a blood or breath sample as required by law
- fails or refuses any other test to determine alcohol or drug use as required by law
- fails or refuses to stop or remain at the scene following an *accident* as required by law

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

12.2 You are not covered for consequential loss

You are not insured for any consequential loss. 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.

However, this exclusion does not apply to the extent that the consequential loss is covered under optional benefit 5.1 (hiring a replacement vehicle or engaging a contractor) under section 1 above.

12.3 You are not covered for misuse of your vehicle or liability for attached plant and machinery

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

You are also not insured for any legal liability arising from using plant or machinery attached to or forming part of a *motor vehicle* for the primary purpose it was designed for.

12.4 You are not covered for motor driving instruction

You are not insured for any *loss* or legal liability while a driving instructor is using your *motor vehicle*, unless their driving is to teach you or a member of your family to drive.

12.5 You are not covered if the driver is unlicensed or has breached their licence

You are not insured for any *loss* or legal liability while your *motor 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 *motor 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 *motor 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 *motor vehicle* was stolen or illegally converted.

12.6 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.

12.7 You are not covered when your vehicle is hired out or carrying passengers for reward

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

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

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

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

12.9 You are not covered for an unattended vehicle that was not locked

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

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

12.10 You are not covered for the loss of electronic data

You are not insured for any *loss* or legal liability in any way connected with the *loss of electronic data* unless this arises directly from a *loss* insured under this policy.

12.11 You are not covered for racing or certain other events

You are not insured for any *loss* or legal liability while your *motor 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
- any similar or related event
- practising or testing for any of the above excluded events.

12.12 You are not covered if your vehicle is unsafe

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

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

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

You are not insured for any *loss* or legal liability in any way connected with:

- *confiscation*
- *nuclear materials*
- *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.

13. What you must do

13.1 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.

13.2 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).

13.3 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.

14. What you must not do

14.1 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.

14.2 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.

15. How we will manage the claim

15.1 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.

15.2 We will only 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 limit payable under that other insurance.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

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.

16. What you agree to do

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

16.1 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.

16.2 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.

16.3 You must provide us with a schedule of the changes to your fleet

Before the period of insurance ends you must provide us with a schedule detailing all *motor vehicles* that during this period of insurance you have:

- purchased
- sold
- started to lease, and/or
- stopped leasing.

That schedule must also record the *present-day value* of each *motor vehicle* purchased or leased after the start of the period of insurance.

For the purpose of collecting fire and emergency levies, we will adjust the premium you must pay based on the information you provide in the schedule.

16.4 You must keep your vehicle safe and maintained

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

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

16.5 You must tell us about any vehicle modifications

You must let us know promptly if the *motor 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.

16.6 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:

- 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.

16.7 You must advise us of any breach of warranty or condition

A breach of any warranty or condition that happens without your knowledge will not invalidate your cover, provided you advise us of the circumstances immediately when you become aware of them. Once you have advised us, we may change the premium and/or terms of cover, at our discretion.

We will cover a motor vehicle driven in any of the circumstances referred to in General exclusions 12.1 (driver has used alcohol or drugs), 12.4 (driving instruction), and 12.5 (the driver is unlicensed or has breached their licence) and 12.12 (unsafe vehicle) if you had no knowledge that the vehicle was being driven in those circumstances.

You must subrogate any legal rights you have against any responsible driver, or other party, for any *loss* occurring during the breach to us.

16.8 You must pay your premiums 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.

16.9 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.

17. How we will manage this policy

17.1 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 14 days after the day we send or deliver the notice to you.

17.2 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 14 calendar days after the day we send or deliver the notice to you.

- If you cancel this policy, we will refund the unexpired portion of your premium from the date of notification
- 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

How to interpret this policy

18.1 Words in italics have a specific meaning

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

18.2 We use New Zealand currency

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

18.3 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.

18.4 ‘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.

18.5 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.

Definitions

The following definitions apply to your policy.

Please note:

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

Accessories means a part of your *motor 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 *motor vehicle*
- any telephone permanently fitted to your *motor 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, child car seats or car mats.

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.

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

Agricultural vehicle means any self-propelled, trailered, tractor-drawn or mounted agricultural vehicle or implement (including its accessories and spare parts) provided the certificate:

- individually shows the vehicle,
- shows Unspecified Agricultural Vehicles, or
- shows Fleet or the vehicle is covered under automatic benefit 4.6 (fleet) of section 1 above.

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, from any cause whatsoever.

Burglary means:

- forcible and violent entry into a securely locked motor vehicle with intent to commit crime
- forcible and violent exit from a securely locked motor vehicle after having committed a crime, or
- theft of insured property from a motor vehicle accompanied by violence or threat of violence to you, your employees or your customers where such violence or threat is used to:
 - extort the stolen property, or
 - prevent or overcome resistance to property being stolen.

Business means the occupation, work, or trade you are engaged in, as shown on the certificate.

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.

Defined event means any of the following:

- fire, explosion, or lightning
- hail or snow
- storm or flood
- impact by:
 - a motor vehicle or animal
 - an aircraft of any other aerial or spatial devices or articles that drop from aircraft
- malicious acts
- vandalism, excluding:
 - vandalism to property in the course of construction or repair, or
 - vandalism caused by you, any member of your family, or any of your employees
- burglary, other than by you, any member of your family, or any of your employees
- riot or labour disturbance.

Flood means the inundation of normally dry land by water overflowing the normal confines of any natural or artificial water course, lake, reservoir, canal, dam or river, or the ponding of a normally dry paddock.

Motor vehicle means any type of machine on wheels or tracks that is propelled by its own power. This includes anything that can be towed by the machine and any accessories attached to the machine.

Employee means:

- any employee directly employed by you in the *business*, or
- any principal or director of the *business* (but only in this capacity).

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.

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

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

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, including programs, software and other electronic data. This extends to the loss of use, reduction in functionality, or any other associated loss or expense connected with the loss of such data, including data retrieval costs.

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

Motor vehicle means a private or commercial vehicle, car, trailer, motorcycle or caravan (including their *accessories* and spare parts), used for business, provided the certificate:

- individually shows the vehicle,
- shows Unspecified Agricultural Vehicles, or
- shows Fleet or the vehicle is covered under automatic benefit 4.6 (fleet) of section 1 above.

This includes *accessories* and spare parts while they are temporarily removed from your motor vehicle for repair, renovation, cleaning or storage.

If the certificate shows Fleet, then the definition of *motor vehicle* for Fleet includes both business and domestic use.

Natural hazard (natural disaster) means earthquake (including earthquake fire), volcanic eruption, tsunami, hydrothermal activity, or natural landslide. Natural landslide means movement (by way of 1 or more of falling, sliding, or flowing) of ground-forming materials (being 1 or more of natural rock, soil, or artificial fill) that, before they moved, formed an integral part of the ground, but not movement of the ground due to below-ground subsidence, soil expansion, soil shrinkage, or soil compaction, or erosion.

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 *breakdown* or *failure*, 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.

Storm means violent winds sometimes combined with thunder, heavy falls of rain, hail or snow. Bad weather, or heavy or persistent rain by itself does not constitute a storm.

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 *motor 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.

Used for business means the vehicle is:

- used in connection with the *business*
- used for social, domestic or pleasure purposes
- hired out, provided you are driving it and this usage is comparable to what you would usually use this vehicle for
- temporarily loaned out for free, provided this usage is comparable to what you would usually use this vehicle for

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.

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.

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



Visit our website www.fmg.co.nz



Email us at 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



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