

# Fleet Vehicle Policy



# Thank you for choosing Ando Fleet Vehicle Insurance

## Find out what your insurance does and doesn't cover

This document explains how the insurance works, your responsibilities, and how to make a claim. Please read it carefully, as it's really important you understand it. While there's a lot of information, if you take time to read it now, you'll know what the insurance covers. Just as important – you'll also know what it doesn't cover.

This Fleet Vehicle Insurance policy document sets out the policy's benefits, what's not covered, and the main terms and conditions of the insurance agreement.

**If you are viewing this digitally, I'm interactive.** Click the section you'd like in the Table of Contents and go directly there.

Looking for something specific? Search key words by pressing **Ctrl + F (PC)** or **Command + F (Mac)** on your computer.

## In this document you'll find sections covering:

- > Important information about this policy ..... 3
- > Cover options..... 5
- > Important things to know ..... 6
  - > Your obligations..... 6
  - > Using your vehicle ..... 7
- > Your insurance ..... 9
- > Section 1: Loss to the insured vehicle ..... 9
  - > Loss to the insured vehicle – Exclusions ..... 9
  - > Loss to the insured vehicle – Extensions ..... 10
- > Section 2: Your liability ..... 16
  - > Your liability – Exclusions..... 16
  - > Your liability – Extensions ..... 17
- > Section 3: All sections ..... 20
  - > All sections – Extensions..... 21
- > Section 4: Optional premium adjustments..... 23
- > Section 5: General conditions..... 24
- > Section 6: What happens if you need to claim ..... 26
- > Definitions ..... 29

# Important information about this policy

## Our promise to you

In return for **you** having paid or promised to pay the required premium **we** agree to insure **you** as set out in this policy.

## The contract

**Your** contract with **us** consists of:

- > any information provided to **us** by **you** on which this insurance is based,
- > the applicable parts of this policy,
- > any endorsements, supplementary policy wording or warranties that **we** apply to **your** policy, and
- > the **schedule**.

## Duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** or anyone on **your** behalf must tell **us** everything **you** know (or could be reasonably expected to know) that might affect **our** decision when deciding:

- > to accept **your** insurance, and/or
- > the cost or terms of the insurance, including the **excess**.

In particular **you** should tell **us** anything which may increase the chance of a claim under this policy, or the amount of a claim under this policy.

**You** also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** or anyone on **your** behalf breaches this duty, **we** may treat this policy as being of no effect and to have never existed.

*Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.*

## Changes to facts or circumstances during the policy

**You** must tell **us** of any material change to any of the facts or circumstances existing at the beginning of the **period of insurance**.

If **you** do notify **us** of a change, **we** may alter the premium, the terms of **your** insurance or cancel the insurance with effect from the date on which the change first occurred.

## Reading this policy

- > Certain words in this policy have a specific meaning. These words appear in bold and **you** will find the meaning listed in the 'Definitions' section of this policy. The definitions also apply to the plural and any derivatives of the words in bold.
- > Unless specifically noted, all exclusions contained in this policy apply to all extensions and should be read in conjunction.
- > **You** will find examples and comments to make parts of this policy easier to understand. These examples and comments appear in italics and do not affect or limit the meaning of the section they refer to.
- > The headings in this policy are for reference only and do not form part of it. They are not to be used when interpreting the policy.

## Privacy authorisation

**You** agree to Ando Insurance Group Limited collecting, using and disclosing **your** personal information as set out in **our** Privacy Policy. Where **you** provide **us** with personal information about any other person for insurance related purposes, **you** confirm that **you** have the authority of those persons to disclose such information and to authorise Ando to collect, hold, use and disclose the information in accordance with **our** Privacy Policy.

For information about Ando's Privacy Policy, please see [ando.co.nz/privacy-policy](https://ando.co.nz/privacy-policy)

## Fair Insurance Code

**We** are committed to complying with the Fair Insurance Code as published by the Insurance Council of New Zealand.

This means **we** will:

- > provide insurance contracts which are understandable and show the legal rights and obligations of both **us** and **you**;
- > explain the meaning of legal or technical words or phrases;
- > explain the special meanings of particular words or phrases as they apply in the policy;
- > manage claims quickly, fairly and transparently;
- > clearly explain the reason(s) why a claim has been declined;
- > provide **you** with a written summary of **our** complaints procedure as soon as disputes arise and advise **you** how to lodge a complaint and tell **you** about the Insurance and Financial Services Ombudsman Scheme.

## Concern or complaint

**We** aim to provide a great standard of service in everything **we** do.

If **you** have a concern or complaint, **we** want to hear from **you** so that **we** have the opportunity to make it right. **You** can contact **us** on the details below or see [www.ando.co.nz](https://www.ando.co.nz) for information on **our** complaints and dispute resolution process.

# Cover options

The **insured vehicle** will be insured for one of the following cover options as shown on the **schedule**:

## Comprehensive

**Comprehensive** means automatic cover under Sections 1 and 2 of this policy.

## Third Party Fire and Theft

**Third Party Fire and Theft** means cover under Sections 1 and 2 of this policy except for certain extensions where it is stated otherwise. However in respect of Section 1, cover is restricted to **loss** directly caused by fire, lightning, explosion, theft or illegal conversion and **loss** covered under Extension 1.33 'Uninsured third party protection'.

## Third Party Only

**Third Party Only** means cover under only Section 2 and **loss** covered under Extension 1.33 'Uninsured third party protection'.

# Important things to know

These are important obligations and exclusions that apply to all parts of this policy.

**You** (and any other person or entity **we** cover) must comply with these terms and/or conditions at all times. If **you** fail to comply, **we** may not pay **your** claim, or **we** may reduce the amount **we** pay **you** for **your** claim, cancel **your** policy or treat it as though it never existed.

In addition please also read the following sections which explain what this policy does not insure **you** for, and what **your** obligations are:

- > Section 1: Loss to the insured vehicle – Exclusions
- > Section 2: Your liability – Exclusions
- > Section 3: All sections – Exclusions
- > Section 6: What happens if you need to claim

## Your obligations

### A. True statements and answers

**You** must make sure that all statements are true and complete (whether given by **you** or any other person), when:

- > **you** apply for this insurance,
- > notify **us** regarding any change in circumstances, and
- > make any claim under this policy.

### B. Other insurance

**You** must notify **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy.

This policy does not cover **your** legal liability or **loss** at all if it is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

### C. Reasonable care

**You** must take reasonable care at all times to avoid circumstances that could result in a claim. **Your** claim may not be covered if **you** are reckless or grossly irresponsible.

If **you** fail to tell **us** of a change in the risk, **we** may declare this policy unenforceable, and/or decline any subsequent claim either in whole or in part.

## Using your vehicle

### D. What the vehicle can be used for

When using an **insured vehicle**, **you** must do so in such a manner that it will not be placed in unnecessary danger. This policy provides cover for the **insured vehicle** while it is being used:

- > to operate **your business** as declared to **us** and noted on the **schedule**; or
- > for private social or domestic purposes; or
- > having been temporarily lent out without charge by **you** for use in a **business** or occupation comparable with **your own**.

There is no cover under this policy:

- > when the **insured vehicle** is being used for:
  - (i) racing, pacemaking, rallies, reliability trials, hill climbs or speed tests, track events or open club days; or
  - (ii) any film, TV or recorded stunt work; or
  - (iii) any experiment or test trial; or
  - (iv) transporting dangerous goods (as defined by Land Transport Rule: Dangerous Goods 2005 or subsequent amendment, replacement or successor rule) unless **you** have **our** written agreement and it is noted on the **schedule**.

### E. Who may use the vehicle

**You** must ensure that any person driving or operating the **insured vehicle** is qualified to do so and is not incapacitated or under any physical influence which might impede their ability to safely drive or operate the **vehicle**. Cover under this policy only applies when the **insured vehicle** is being used by **you** or any person with **your** consent and the **driver**:

- > is the holder of a licence, and/or any other certificate required by any New Zealand Law (such as the Health and Safety at Work Act 2015) for the appropriate class and use of the **vehicle** (or any mechanical plant attached to it), and
- > is not under the influence of any intoxicating substance or drug, has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand Law, fails to supply a blood or breath sample as required by law or fails to stop and remain at the scene following an as required by law, and
- > is not driving the **vehicle** in breach of any enactment or regulation relating to driving hours under New Zealand Law.

### F. Where the vehicle can be used

This policy only covers the **insured vehicle** while it is being used anywhere in New Zealand including while in transit between islands within New Zealand Territory and Jurisdiction. There is no cover under any section of this policy while the **vehicle** is being driven or operated:

- > on water (such as amphibious **vehicles**);
- > on rails (such as Hi-Rail **vehicles**), tramways or tracks;
- > in any underground mine, tunnel, excavation or access (other than public roads).
- > on any apron, runway or aircraft hanger of a commercial airport, or within a radius of 20m of any commercial aircraft unless **you** have **our** written agreement and it is noted on the **schedule**.

#### G. How the vehicle may be used

**You** must ensure that the **insured vehicle** is being driven and maintained in such a manner to prevent or minimise the chance of **loss**. There is no cover under this policy while the **vehicle** is being driven or used:

- > outside of the manufacturer's specifications or recommendations, including the size of any load being carried; or
- > contrary to any enactment or regulation governing the use of the **vehicle**; or
- > in an unsafe or damaged condition; or
- > by any person in a manner which would result in an instant mandatory suspension of licence.



# Your insurance

The following sections describe what **you** are insured for under this policy. The sections are as follows:

- > Section 1: Loss to the insured vehicle
- > Section 2: Your liability
- > Section 3: All sections – Extensions

## Section 1: Loss to the insured vehicle

**You** are insured for **loss** to an **insured vehicle** not otherwise excluded during the **period of insurance**.

### Loss to the insured vehicle – Exclusions

There is no cover under this policy for:

#### 1.1 Breakdown

Breakage, breakdown or failure of the engine, transmission, or any other mechanical or electrical system unless the **loss**, including **loss** that such failure caused to other systems is caused by:

- a) collision or overturning of the **vehicle**;
- b) impact damage;
- c) fire or lightning;
- d) a malicious act;
- e) theft or illegal conversion;
- f) a **natural disaster**;
- g) being immersed in water;
- h) hail, snow or storm;
- i) damaged by animals.

#### 1.2 Consequential loss

Loss of use of the **vehicle** (or any associated costs or expenses), **loss** of value resulting from **loss** to the **vehicle**, or any other consequential **loss** unless stated otherwise in this policy.

#### 1.3 Loss to tyres

**Loss** to tyres by application of the brakes or by punctures, cuts or bursts. However, **you** are still covered for any resulting **loss** that would otherwise be covered under Section 1 of this policy.

#### 1.4 Defects in design and materials

**Loss** arising from failure of, defect in, or other fault in the **vehicle's** design, specifications or materials.

#### 1.5 Ingestion and entanglement

**Loss** connected with the ingestion or entry of, or entanglement of any foreign object in or around any implement or machine or any component of the **insured vehicle**.

### 1.6 Items underground

**Loss to vehicle** attachments and **accessories** (such as drill pipes, rock bits, reamers, core barrels, stabilisers) while below the rotary table, or underground.

### 1.7 Other costs and damage

- a) depreciation;
- b) wear and tear, corrosion, gradual deterioration, rust, mould;
- c) existing defects or damage;
- d) damage caused by action of light.

### 1.8 Setting of concrete / bitumen

**Loss** resulting from the hardening of concrete or bitumen unless caused by:

- a) collision or overturning of the **vehicle**;
- b) impact damage;
- c) fire or lightning;
- d) a malicious act;
- e) theft or illegal conversion;
- f) a **natural disaster**;
- g) being immersed in water;
- h) hail, snow or storm;
- i) damaged by animals.

## Loss to the insured vehicle – Extensions

The following extensions extend the coverage under Section 1 of this policy.

### 1.9 Accessories and spare parts away from the vehicle

**You** are insured for any **insured vehicle accessories**, ancillary equipment (such as buckets, hoes, drill bits), and spare parts that are stored at:

- a) **your** office or depot,
- b) **your** home, or
- c) any **secured worksite**.

The most **we** will pay under this extension is \$10,000 for an **event** unless a different amount is specified in the **schedule**.

An **excess** of \$500 applies to this extension.

### 1.10 Claim preparation costs

**You** are insured for any costs **you** reasonably incur for the purpose of preparing and proving any initial claim (but not to dispute a claim) under this policy.

The most **we** will pay under this extension is \$5,000 for an **event** unless a different amount is specified in the **schedule**.

### 1.11 Clean up and load recovery

Following an **accident** covered by this policy to the **insured vehicle**, **you** are insured for the reasonable costs incurred to:

- a) clear the **accident** scene of any debris (such as broken glass, fibre glass, fluid leak);
- b) recover and reload load lost or fallen from the **vehicle**;
- c) transfer the load to another **vehicle** and relocate it to a place of safety or its intended final destination.

There is no cover under this extension for **loss** to physical property (such as contamination).

The most **we** will pay under this extension is \$20,000 for an **event** unless a different amount is specified in the **schedule**.

### 1.12 Condemned buildings and carpark

If as a result of a **natural disaster**, **you** are unable to recover the **insured vehicle** from a building or carpark due solely to the denial of access to that building or carpark **we** will pay for the reasonable costs of hiring a similar replacement **vehicle** subject to:

- a) a maximum cost of \$200 per day, and
- b) \$10,000 in total for an **event**.

Where denial of access to the **insured vehicle** is likely to be indefinite or the costs of hiring a replacement **vehicle** are likely to exceed the **book value** of the **insured vehicle**, **we** will treat the **vehicle** as if it is a **total loss** regardless of whether the **vehicle** has actually suffered any damage.

### 1.13 Death following accident

If the **driver** dies as a direct result of injury sustained in an involving an **insured vehicle** covered by this policy **we** will pay the **driver's** estate:

- a) a bereavement payment of \$10,000, and
- b) funeral costs, in excess of any entitlement under the Accident Compensation Corporation Scheme, up to a maximum of \$5,000.

If more than one individual becomes entitled to payment under this extension, through a single , the amount payable will be divided equally between them.

General condition 5.5 'Goods and Services Tax (GST)' does not apply to this extension.

### 1.14 Disability modifications

**You** are insured for the reasonable costs of any necessary modifications in excess of any entitlement under the Accident Compensation Scheme, (such as hand controls) to any one **vehicle** should a **driver** become permanently disabled as a direct result of injury sustained in an covered under this policy.

The most **we** will pay under this extension is \$10,000 for an **event** unless a different amount is specified in the **schedule**.

### 1.15 Driver's personal effects

**We** will extend this insurance to cover **loss** to the **driver's** personal effects as a direct result of **loss** to the **insured vehicle** that is covered under this policy.

For the purpose of this extension 'personal effects' means any item of clothing (including reading and sunglasses) or any personal item normally carried (such as a handbag, wallet, personal music device or mobile phone) but excluding any laptop or item of luggage.

The personal effects are insured for their **present value**.

The most **we** will pay for under this extension is \$3,000 for an **event** unless a different amount is specified in the **schedule**.

An **excess** of \$500 applies to this extension.

General condition 5.5 'Goods and Services Tax (GST)' does not apply to this extension.

*Please also refer to Your obligation B. 'Other Insurance'.*

### 1.16 Emergency repairs

If **you** need to have temporary repairs done to the **insured vehicle** following **loss** covered under this policy so **you** can get the **vehicle** to **your** destination or to a repairer, **we** will pay the necessary reasonable costs to get the **vehicle** roadworthy again.

### 1.17 Emergency travel and accommodation

If following **loss** to the **insured vehicle**, the **vehicle** cannot be made roadworthy, or the **driver** (or any passengers) are unable to drive, **you** are insured for necessary emergency travel or accommodation costs. **We** will pay:

- a) the reasonable costs of transporting **you** and any passengers to their home or place of work, and
- b) reasonable overnight accommodation up to a total of \$250 per person per night.

The most **we** will pay under this extension is \$2,500 for an **event** unless a different amount is specified in the **schedule**.

### 1.18 Employee vehicles

**We** will extend this insurance to cover **loss** to **vehicles** owned by **your employees** while being used for **your business** at the time of **loss**, provided:

- a) the **employee** has personal motor vehicle insurance insuring their **vehicle**, and
- b) the **business** use of their **vehicle** results in the **employee's** personal motor vehicle insurance no longer applying.

The most **we** will pay under this extension is \$100,000 for an **event** unless a different amount is specified in the **schedule**.

An **excess** of \$500 applies to this extension.

### 1.19 First aid kits

**We** will pay to restock any first aid supplies carried in the **insured vehicle** and used to provide first aid assistance to any injured persons resulting from **loss** involving the **insured vehicle**.

### 1.20 Fitout removal and reinstallation

If the **insured vehicle** has undergone customised fitout (for the purpose of conducting **your business**, such as custom interiors, shelving and cabinetry, permanently affixed plant and equipment) and following **loss**, is a **total loss**, should **you** wish to retain the fitout **we** will pay for the removal and reinstallation of the fitout from the **vehicle**.

The value of any fitout removed will be deducted from the final settlement of the **vehicle**.

The most **we** will pay under this extension is \$10,000 for an **event** unless a different amount is specified in the **schedule**.

### 1.21 Foreign objects

**You** are insured for **loss** to **your mobile mechanical plant** as a direct result of ingestion or entry of a foreign object provided the **mobile mechanical plant** was being used for its designed purpose at the time of the **loss**.

The most **we** will pay under this extension is \$20,000 for an **event** unless a different amount is specified in the **schedule**.

Exclusion 1.5 'Ingestion and entanglement' does not apply to this extension.

### 1.22 Goods in transit

**You** are insured for **loss** to **your** physical property while being carried in or on the **insured vehicle** following a claim under this policy.

All items are insured for their **present value**.

The most **we** will pay under this extension is \$10,000 for an **event** unless a different amount is specified in the **schedule**.

An **excess** of \$1,000 applies to this extension.

### 1.23 Hydraulic lifts, rams and hoists

**You** are insured for **loss** to hydraulic rams and hoists, provided that:

- a) the ram or hoist is permanently attached to the **insured vehicle**, and
- b) the **loss** is a result of mechanical breakdown or failure of the ram or hoist.

The most **we** will pay under this extension is \$10,000 for an **event** unless a different amount is specified in the **schedule**.

An **excess** of \$500 applies to this extension.

Exclusion 1.1 'Breakdown' does not apply to this extension.

### 1.24 Keys and locks

**You** are insured for the reasonable costs incurred in altering or replacing keys, locks, or other **vehicle** access devices normally sold with the **insured vehicle** which are lost, stolen or believed on reasonable grounds to have been duplicated during the **period of insurance** without **your** permission.

The most **we** will pay under this extension is \$5,000 for an **event** unless a different amount is specified in the **schedule**.

This extension is free of **excess**.

### 1.25 Reward following theft

Provided **we** have agreed in advance, **you** are insured for any reward that **you** offer and pay following the theft of the **insured vehicle** to successfully secure its return.

The most **we** will pay under this extension is \$5,000 for an **event** unless a different amount is specified in the **schedule**.

### 1.26 Salvage and recovery costs

**You** are insured for the reasonable costs incurred as a result of a **loss** to recover an **insured vehicle** and deliver it to a place of safety where the **vehicle** can be inspected and/or repaired.

### 1.27 Securing your vehicle

**You** are insured for the reasonable costs **you** incur to make sure that an **insured vehicle** is secure immediately following **loss**.

### 1.28 Sign writing

**You** are insured for **loss** to sign writing (including murals, artwork and vinyl graphics) affixed to the **insured vehicle**.

Where **we** elect to repair the **vehicle**, **we** will pay the reasonable costs to reinstate the damaged sections of sign writing.

Where the **vehicle** is a **total loss**, **we** will pay the reasonable costs to have a replacement **vehicle** sign written to an equivalent specification, provided the work is completed within a reasonable time of the payment of the **total loss** settlement.

The most **we** will pay under this extension is \$5,000 for an **event** unless a different amount is specified in the **schedule**.

### 1.29 Sets (wheel rims)

Where **loss** to an **insured vehicle** includes damage to a wheel rim that is part of a set and is unable to be repaired or replaced **we** will:

- a) replace the set with a set that is equivalent in style, quality, and pre-damage condition, or
- b) pay **you** an amount equal to the cost of replacing the set with a set that is equivalent in style, quality, and pre-damage condition.

### 1.30 Temporary vehicle upon theft

If an **insured vehicle** is stolen or converted, **we** will pay the cost for **you** to hire a similar **vehicle**.

Cover under this extension will end once **we** have either:

- a) repaired the **vehicle** and returned it **you**; or
  - b) settled **your** claim in full,
- whichever occurs first.

There is no cover under this extension for usual **vehicle** running costs (such as petrol).

The most **we** will pay under this extension is \$2,500 for an **event** unless a different amount is specified in the **schedule**.

### 1.31 Tyres and treads

Where the **insured vehicle** is designed to be primarily used off-road, **you** are insured for **loss** to any tyre (including any inner tube) attached to the **vehicle**.

The most **we** will pay under this extension is \$5,000 for an **event** unless a different amount is specified in the **schedule**.

This extension is free of **excess**.

### 1.32 Unexpired certification costs

Where the **insured vehicle** is required by law to undergo certification (such as lifting equipment), and where the sum insured reasonably reflects the combined value of the **vehicle** and the residual value of certification, in the event of a **total loss** we will pay the residual value of certification in addition to any payment in relation to the **vehicle**.

Exclusion 1.2 'Consequential loss' does not apply to this extension.

### 1.33 Uninsured third party protection

We will waive **your excess** and **your** premium will not be affected in respect of any **loss** to the **insured vehicle** that:

- a) full liability is admitted by or established against that third party, and
- b) **you** supply **us** with enough information to identify the third party (such as the correct registration, their name and address).

### 1.34 Windscreen, window glass, sunroof, head and tail lights

Where there is no other **loss** to the **insured vehicle**, we will waive any **excess** to the cost of repairing or replacing accidentally broken windscreens, windows, sunroofs or head and tail lights (including any scratching or damage to bodywork resulting solely and directly from such breakage).

This extension also covers the necessary replacement of any window film tinting or treatment (but not signage) to the damaged windscreen, sunroof or window glass.

### 1.35 Misfuelling

**You** are insured for **loss** directly caused by:

- a) the introduction into the **insured vehicle** with the incorrect fuel type (petrol into a diesel **vehicle** or diesel into a petrol **vehicle**);
- b) the introduction of emission control liquids, normally consumed by the **insured vehicle** as part of its normal operation, into the fuel system or fuel introduced into the emission control system;

provided **you** have taken reasonable care to avoid **loss**.

The most **we** will pay under this extension is \$10,000 for an **event**.

Exclusion 1.1 'Breakdown' does not apply to this extension.

## Section 2: Your liability

**You** are insured for:

### 2.1 Damages and costs

**Your** legal liability for damages following **bodily injury** to others and/or **loss** to any physical property of others not otherwise excluded that occurs during the **period of insurance**, caused by or in connection with any **insured vehicle**, including while it is being loaded or unloaded.

### 2.2 Defence costs

**Your** legal defence costs and expenses incurred to defend any legal action (or threat of) brought against **you** in relation to an alleged legal liability, which if proven, would be covered under Section 2 of this policy.

*If you are unsure as to whether we will pay your costs, please talk to us before proceeding.*

### 2.3 Your driver's liability

**We** will insure **your driver's** legal liability operating the **insured vehicle** with **your** consent in the same manner as if it were **you**.

## Your liability – Exclusions

There is no cover under Section 2 for legal liability:

### 2.4 Bringing of a load

In connection with the bringing to, or taking away of a load to the **vehicle**.

### 2.5 Contractual liability

That **you** agree under a contract, where that liability arises solely under the contract, and does not otherwise arise at law.

### 2.6 Death of a driver

In respect of the death or injury to any person who, at the time of the **loss**, was in charge of the **vehicle**.

### 2.7 Exemplary damages

In respect of any punitive or exemplary damages.

### 2.8 Fines and penalties

In respect of any fine, penalty or **reparation**.

### 2.9 Operation of mechanical plant or machinery

Directly or indirectly caused by the operation of any **mobile mechanical plant** while it is being used for the purpose for which it was designed (e.g. the operation of a crane or excavator).

This exclusion does not apply to the operation of any forkhoist, or any loading device attached to the **insured vehicle** device (such as a swinglift, hoist or crane) while being used for the sole purpose of loading or unloading that **vehicle**.

### 2.10 Property owned or in your care

In connection with property that belongs to **you** or is in **your** care, custody or control.

### 2.11 Weight and vibration

For any property (including any road) caused by the weight and vibration of the **vehicle**, or the by the weight of the load being carried by the **vehicle**.



## Your liability – Extensions

The following extensions extend the coverage under Section 2 of this policy.

### 2.12 Borrowed vehicles

**You** are insured for **your** legal liability arising from any **vehicle** **you** borrow for the sole purpose of conducting **your business**.

**You** are not insured for any **loss** or associated costs to the borrowed **vehicle** which would not have been covered under Section 1 of this policy had the **vehicle** been owned by **you**.

The most **we** will pay under this extension is \$100,000 for an **event**, unless a different amount is shown in the **schedule**.

An **excess** of \$500 applies to any **loss** to the borrowed **vehicle**.

Exclusion 2.10 'Property owned or in your care' does not apply to this extension.

### 2.13 Clean-up charges

**You** are insured for costs lawfully charged by any local body or authority, the New Zealand fire service, ambulance service, or any entity for cleaning or restoring the site of an accident covered by this policy.

The most **we** will pay for under this extension is \$25,000 for an **event** unless a different amount is specified in the **schedule**.

An **excess** of \$1,000 applies to this extension.

### 2.14 Courtesy vehicles

**We** will insure **you** for **your** legal liability for **loss** to any **vehicle** supplied to **you** by any **business** or person(s) while undertaking repairs on the **insured vehicle** following **loss** covered under Section 1 of this policy.

Exclusion 2.10 'Property owned or in your care' does not apply to this extension.

### 2.15 Defence costs (manslaughter)

**You** are insured for the reasonable costs of **your** legal representation where:

- a) **you** are charged with careless driving causing death, and/or
- b) **you** are legally represented at any inquiry or coroner's inquest in connection with such death, and
- c) such death arises from **loss** for which a claim is otherwise payable under this policy.

The most **we** will pay for under this extension is \$25,000 for an **event** unless a different amount is specified in the **schedule**.

### 2.16 Exemplary damages

**You** are insured for exemplary damages awarded against **you** in New Zealand for **bodily injury** arising out of the use of an **insured vehicle**.

The most **we** will pay for under this extension is \$500,000 for an **event**, and \$1,000,000 in total for any one **period of insurance** unless a different amount is specified in the **schedule**.

An additional **excess** of 10% of the exemplary damage awarded subject to a minimum of \$5,000 applies to this extension.

Exclusion 2.7 'Exemplary damages' does not apply to this extension.

### 2.17 General average (marine liability)

**You** are insured for the costs of **general average** that **you** are legally required to meet if the **insured vehicle** is in transit between places in New Zealand during the **period of insurance**.

## 2.18 Financial charges

**You** are insured for any legal liability to pay outstanding financial charges or money owing resulting from purchasing a **vehicle**, provided **you** made all reasonable enquiries prior to purchasing (such as a vehicle information report).

The maximum **we** will pay for an **event** and in total for any one **period of insurance** is \$10,000 unless a different amount is specified in the **schedule**.

An **excess** of \$1,000 applies to this extension.

## 2.19 Movement of obstructing vehicles

**You** are insured for **your** legal liability for **loss** arising out of the moving of any **vehicle** by **you** that:

- a) is parked in a position that prevents or impedes the loading or unloading of the **insured vehicle**, or
- b) prevents or impedes the legitimate passage of the **insured vehicle**.

Exclusion 2.10 'Property owned or in your care' does not apply to this extension.

## 2.20 Passenger liability

**We** will cover any passenger of the **insured vehicle** under Section 2 of this policy for their legal liability arising from a claim under this policy provided there is no other existing insurance that covers their liability.

## 2.21 Principal's indemnity

Where an **insured vehicle** is driven or operated on any construction or works project **we** will cover the legal liability of the contractor that engaged **you** provided:

- a) the liability arises in connection with **your** use or operation of the **insured vehicle**, and
- b) the liability is for **loss** to any physical property or **bodily injury**.

## 2.22 Rented vehicles

Where **you** hire a **vehicle** and are required to arrange insurance for the **vehicle** while in **your** care, **we** will insure **your** legal liability to the owner of the **vehicle** for:

- a) **loss** otherwise covered under Section 1 of this policy, and
- b) consequential **losses** caused by the **loss**.

Where the owner's insurance is accepted and the **excess** under the owner's policy is higher than the **excess** which would otherwise be applied under this extension, **you** are insured for the difference.

The most **we** will pay for an **event** under this extension is:

- (i) \$100,000 for **loss** to any **vehicle**, and
- (ii) \$50,000 for consequential **loss**,

unless a different amount is specified in the **schedule**.

An **excess** of 1% of the **market value** of the hired **vehicle** (subject to a minimum of \$500) applies to this extension.

### 2.23 Reparations

**You** are insured for any **reparation you** become legally liable to pay arising from **bodily injury** or **loss** to physical property following a claim payable under this policy provided:

- a) the **reparation** did not arise from any deliberate disregard by **you** of any of the provisions of any Act of Parliament which **you** have contravened; and
- b) **we** are notified of any charges laid against **you** or the **driver** as soon as possible; and
- c) no offer of **reparation** is made without **our** prior agreement.

The most **we** will pay for under this extension is \$1,000,000 for an **event** unless a different amount is specified in the **schedule**.

Exclusion 2.8 'Fines and Penalties' does not apply to this extension.

### 2.24 Towing (not for reward)

**You** are insured for **your** legal liability for **loss** caused to a **vehicle** as a result of collision, overturning or fire while being towed by the injured **vehicle** provided that:

- a) the **vehicle** was not being towed for reward or financial gain, and
- b) the **vehicle** being towed is not on hire

An **excess** of \$500 applies to this extension.

Exclusion 2.10 'Property owned or in your care' does not apply to this extension.

### 2.25 Vibration and weight damage

**You** are insured for **your** legal liability for **loss** caused by the weight or vibration of the **insured vehicle**, or the combined weight of the load and the **vehicle**.

The most **we** will pay for under this extension is \$500,000 for an **event** unless a different amount is specified in the **schedule**.

An **excess** of \$5,000 applies to this extension.

Exclusion 2.11 'Weight and vibration' does not apply to this extension.

### 2.26 Vicarious liability

**You** are insured for **your** legal liability under Section 2 of this policy while:

- a) any **vehicle** not belonging to **you** and not provided by **you** is being used for **your business** by any person in **your** employment, or
- b) any **vehicle** hired in by **you** is being used for **your business** by any hired-in or temporary **driver**.

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

- (i) **loss** to that **vehicle** or to property being transported by it, or contained in it;
- (ii) any part of the legal liability which is also covered under any other existing insurance.

# Section 3: All sections

The exclusions and extensions contained in this section apply to all parts and sections elsewhere in this policy.

## All sections – Exclusions

This policy does not insure **loss** or legal liability directly or indirectly incurred in connection with:

### 3.1 Asbestos

Asbestos in any form, whether used, carried, stored, worked upon or otherwise.

### 3.2 Confiscation

Any lawful confiscation, nationalisation, requisition or destruction of, or damage to property.

### 3.3 Electronic data

- a) **Loss** including distortion, erasure, corruption or alteration of electronic data; or
- b) Any resulting loss of use, reduction in functionality, cost, expense regardless of any other cause or **event** contributing concurrently or in any other sequence to the **loss** of such electronic data including data retrieval costs.

### 3.4 Health hazards and infectious disease

- a) Any health hazard (such as any noise, vibration, gas or fumes, light, radiation, virus, organism, or by-product) resulting in illness, disease, incapacity or death of any person, animal, or plant life;
- b) A notifiable organism under the Biosecurity Act 1993 or an infectious disease notifiable under the Health Act 1956 or any subsequent amendments or replacing acts.

### 3.5 Nuclear

Any process or operation involving nuclear fission or fusion, or handling of radioactive material. This includes, but is not limited to:

- a) the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices, or
- b) the use, handling or transportation of any radioactive material, or
- c) the use, handling or transportation of any weapon of explosive device employing nuclear fission or fusion.

### 3.6 Seepage and Pollution

The discharge, dispersal, release or escape of any product, by-product, smoke, vapour, soot, hazardous substance, liquid, gas, waste, irritant, contaminant or pollutant.

This exclusion shall not apply if the discharge, dispersal, release or escape is sudden, unintended and unexpected, and on discovery, it is not permitted to continue or recur, and all reasonable measures are immediately taken to prevent further discharge, dispersal, release or escape.

### 3.7 Terrorism

Prosecution, or expense of any type in connection with an **act of terrorism**.

For the purpose of this exclusion an **act of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### 3.8 War

This policy does not insure **loss** or legal liability, directly or indirectly incurred in connection with war, invasion, hostilities or war like operations (whether war is declared or not), rebellion, or revolution.

### 3.9 Deliberate and dishonest acts

This policy does not insure **loss** or legal liability in connection with any actual or alleged:

- a) dishonest, fraudulent, criminal, unlawful, or malicious act or omission;
- b) wilful breach of any statute, contract, or duty;
- c) conduct intended to cause **loss**, or legal liability with reckless disregard for the consequences.

## All sections – Extensions

The following extensions extend the coverage under all sections of this policy.

### 3.10 Additions and deletions

**You** are insured for any additional **vehicle** purchased during the **period of insurance**. The additional **vehicle** will be automatically covered for its purchase price from the date of purchase for the first 45 days to a maximum of \$500,000.

After 45 days, if **we** have not been notified of the purchase the **vehicle** will be covered for its purchase price up to a maximum of:

- a) \$500,000, or
  - b) 25% of the total sum insured of all **insured vehicles** covered by this policy,
- whichever is the lesser.

**You** must pay **us** any additional premium **we** require.

If a **vehicle** is sold during the **period of insurance**, it will be considered deleted from the **schedule** from the date it is sold and **we** will refund any premium owed for the current **period of insurance**.

### 3.11 Emergency public relations

Following a claim payable under this policy **you** are insured for the reasonable costs of **public relations expenses** provided **we** have given prior written consent.

The most **we** will pay under this extension for an **event** is \$25,000 unless a different amount is specified in the **schedule**.

An **excess** of \$2,500 applies to this extension.

### 3.12 Invalidation

**You** are insured for **loss** or legal liability that arises under any circumstance excluded under:

- a) Clause D 'What the vehicle can be used for';
- b) Clause E 'Who may use the vehicle';
- c) Clause G 'How the vehicle may be used';
- d) Exclusion 3.9 'Deliberate and dishonest acts';

where:

- (i) those excluded circumstances were without the knowledge of **you** or any person acting with delegated authority; and
- (ii) **you** have (reasonable in relation to the size of **your business**) satisfactory training, controls and procedures to normally detect and manage adverse behaviour which would contribute to the likelihood of a claim under this policy (such as fatigue management, pre-employment checks, drug testing, licence monitoring, an active health and safety programme etc.); and
- (iii) the claim is otherwise covered under the policy; and
- (iv) **you** allow **us** to recover the costs of the claim from any other person (including the **driver**) responsible for the **loss**.

This extension is limited to **loss** or legal liability suffered by **your business**, and does not cover the personal liability of any person (including the **driver**) responsible for the **loss**.

The standard policy **excess** will apply to this extension, subject to a \$1,000 minimum.

## Section 4: Optional premium adjustments

At the end of the **period of insurance**, where **you** have selected an optional premium adjustment as noted on the **schedule**, **we** will adjust **your** premium as per the option **you** selected.

### 4.1 Burning cost

At the inception of the **period of insurance** **you** will pay **us** a deposit premium as shown in the **schedule**.

At expiry of the **period of insurance**, **we** will adjust the premium as follows.

- > The total premium paid (including any additional premiums and less any refunds and less any commissions) shall be adjusted by dividing the total cost of claims incurred (plus any allowance for future claims adjustments **we** may agree) by the multiplier as agreed in the **schedule**.
- > If the premium calculated is greater than the total premium paid to **us**, **you** must pay the difference subject to a maximum percentage of the total premium as shown in the **schedule**.
- > If the premium calculated is less than the premium paid to **us**, **we** will refund the difference subject to the maximum percentage of the total premium as shown in the **schedule**.

### 4.2 Profit share

Where this policy is renewed with **us** for a further minimum period of 12 months a profit commission will be deducted from the following renewal premium calculated as follows:

- > At the end of the **period of insurance**, the total premium paid to **us** under this policy will be divided by the cost of all claims incurred by **us** during the **period of insurance** (plus any allowance for future claims adjustments **we** may agree) to calculate the loss ratio.
- > If the loss ratio is less than 40%, 20% of the difference between the premium paid and claims incurred will be deducted from **your** next renewal.
- > If the loss ratio is equal to or greater than 40% and less than 50%, 15% of the difference between the premium paid and claims incurred will be deducted from **your** next renewal.
- > If the loss ratio is equal to or greater than 50% and less than 60%, 10% of the difference between the premium paid and claims incurred will be deducted from **your** next renewal.

## Section 5: General conditions

### 5.1 Breach of any condition

If **you**, or any other person or entity **we** cover under this policy, or anyone acting on **your** behalf, breaches any of the terms and/or conditions of this policy, **we** will continue to insure **you** provided:

- a) the breach occurs without **your** knowledge, and
- b) **you** advise **us** as soon as **you** are aware of the breach of condition, and
- c) **you** pay **us** any additional premium **we** require.

In the event either conditions (a), (b) or (c) are not satisfied, **we** may not pay **your** claim either in whole or in part, and/or declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist.

### 5.2 Cancellation

**You** may ask **us** to cancel or modify this policy at any time. **We** must agree in writing to any modification before it will take effect. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of insurance**. **You** must pay any outstanding premium due for the used portion of the **period of insurance**.

**We** may cancel or modify this policy by advising **you** (or **your** Broker or Agent) by letter or email. Cancellation or modification will take effect at 4.00pm, on the 30th day after the date of **our** advice.

**We** will refund the proportion of unused premium paid, calculated from the date of cancellation.

### 5.3 Cross liability

Where **you** are comprised of more than one person or entity as named on the **schedule**, the term “**you**” will be considered as applying to each person or entity separately (as though a separate insurance policy had been issued to each person).

The maximum combined amount **we** will pay to all parties, is the amount stated in the **schedule**.

### 5.4 Currency

Any amounts shown in this policy are in New Zealand dollars.

### 5.5 Goods and Services Tax (GST)

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

- a) all sums insured exclude GST, and
- b) all sub limits exclude GST, and
- c) all **excesses** include GST.

GST will be added, where applicable, to claim payments

### 5.6 Laws and Acts governing this policy

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

Any reference to any Act of Parliament or subordinate rules referred to in this policy includes any amendments made or substitutions to that law.

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



## 5.7 Other interests

If **we** are advised of any party having a financial interest over **your** insured assets, **we** may pay part or all of any valid claim proceeds to that party to the extent of their interest. This will form part of **our** obligations to **you** under this policy where that party is not directly insured under this policy.

**You** consent to **us** transferring **your** relevant personal information to that party.

## Section 6: What happens if you need to claim

This section of the policy sets out what **you** must do in the **event** of a **loss** or legal liability and making a claim. It also explains how a claim may be settled by **us**.

### Claims conditions

#### 6.1 What to do immediately following a loss or legal liability

As soon as **you** are aware of any **event** or circumstance that is likely to result in claim under this policy:

**You must:**

- a) take prompt steps to minimise the **loss** or legal liability and avoid further **loss** or legal liability;
- b) notify **us** as soon as reasonably possible;
- c) lay a complaint with the Police if **you** suspect burglary, theft, arson, or intentional damage;
- d) take all reasonable steps to obtain details of any other person or **vehicle** involved, and any witnesses.

**You must not:**

- e) dispose of or abandon any property for which **you** intend to make a claim for;
- f) start any repairs without **our** permission unless it is necessary to prevent further **loss** or legal liability;
- g) admit responsibility for any **loss** or legal liability.

#### 6.2 When making a claim

When making a claim on this policy **you** must:

- a) provide all information **we** reasonably require to assist with **your** claim;
- b) consent to **us** obtaining personal information about **you** from third parties and disclosing personal information about **you** to third parties in connection with **your** claim;
- c) give **us** access to examine and assess any **loss** or legal liability;
- d) forward to **us** any letter of demand or legal document.

#### 6.3 After you have made a claim

After **you** have made a claim on this policy **you** must do all that is necessary to co-operate and assist **us** and **we** have the sole right to act in **your** name and on **your** behalf to negotiate, defend, or settle any action against **you**.

In the event that the **insured vehicle** is a **total loss**, the cover under this policy for the **insured vehicle** shall cease, and no premium will be refundable for the balance of any **period of insurance** for that **vehicle**. The **insured vehicle** then becomes **our** property.

If **we** make any payment whatsoever under this policy:

- a) **we** will be entitled to all **your** rights of recovery against any party: and
- b) **you** will do all that is necessary to co-operate and assist **us** in the exercise of **our** rights of subrogation, including prosecuting proceedings in **your** name at **our** expense, providing information, executing documents, and giving evidence; and
- c) if **you** effect any recovery or receive **reparations** in respect of the claim, **you** will account to **us** for the full amount received in accordance with this policy.

## Basis of settlement

### 6.4 How we will settle your claim

In respect of the **insured vehicle** we will indemnify **you** by whichever of the following options **we** choose. **We** can:

- a) pay the cost of repairs, or
- b) pay an amount equal to the cost of repairs, or
- c) pay an amount equal to the **book value** of the **vehicle**, when the **vehicle** is leased from LeasePlan, or
- d) pay the **market value** of the **vehicle**, when the **vehicle** is not leased from LeasePlan.

In respect of **your** legal liability **we** will indemnify **you** at **our** choice by either:

- e) settling any claim against **you** on **your** behalf directly with a third party or their insurer, or
- f) paying **you** an amount equal to the claim against **you**.

### 6.5 Maximum amount payable

Unless stated differently on this policy, the maximum **we** will pay under this policy for:

- a) the **insured vehicle** is the sum insured provided it represents no more than 120% of the **market value** of the **vehicle** at the time of the **loss**, otherwise reverting to **market value** (for **vehicles** not leased from LeasePlan). For **vehicles** leased from LeasePlan the maximum **we** will pay is the **book value**.
- b) **your** legal liability (inclusive of any extension, defence costs and expenses) for an **event** is:
  - (i) in respect of the transportation of dangerous goods (as defined by Land Transport Rule: Dangerous Goods 2005 or any subsequent amendment, replacement or successor rule) is \$1,000,000 unless stated otherwise on the **schedule**;
  - (ii) in respect of any other **loss** is the sum insured noted on the **schedule** for Section 2.

If the cover provided under this section is insufficient to indemnify both **you** and any other person entitled to cover under this section, it will apply first to **you**.

In regard to any extension within this policy the most **we** will pay for that portion of a claim is the limit for that extension shown in the **schedule**.

### 6.6 Vehicles without a sum insured

Where a **vehicle** has not been noted with a sum insured and has been purchased within the current **period of insurance** **we** will pay any claim for that **vehicle** in accordance with 3.10 'Additions and deletions' extension.

For any other **vehicle** **we** will pay the **market value** of the **vehicle** at the time of **loss**.

### 6.7 Excess

**You** must pay the **excess** shown in the **schedule** as the first amount of any claim (or part thereof) covered under this policy (unless stated otherwise). More than one **excess** may be applicable to a claim.

If the **vehicle** is being used or driven by anyone under the age of 25 years, an additional **excess** of \$500 (unless noted otherwise on the **schedule**) will apply.

Where an **excess** is noted within an extension, this is payable for any claim under that extension and does not form part of the **insured vehicle excess**. In all other cases any payment under an extension will be considered part of the overall claim and subject to the **insured vehicle excess**.

## 6.8 Replacement of new vehicle

If **we** declare that the **insured vehicle** is a **total loss** and the **vehicle** is registered as New Zealand new and is less than:

- a) 12 months old for passenger **vehicles** weighing less than 3.5 tonnes;
- b) 6 months for all other **vehicles**.

**We** will replace the **insured vehicle** with a new **vehicle** of the same make, model and specification. If **you** do not wish to accept a new **vehicle** **we** will pay **you** the sum insured specified in the **schedule**.

This clause does not apply for **vehicles** leased from LeasePlan.

## 6.9 Leased vehicles

If the **insured vehicle** is leased and it is a **total loss** and **we** choose not to replace the **vehicle**, **we** will pay the sum insured or the residual value of the **vehicle**, up to a maximum of the of 120% of the **market value**.

**We** will not pay for any of the following:

- a) penalties for early termination;
- b) penalties for any additional distance travelled;
- c) penalties resulting from lack of or poor servicing or maintenance;
- d) any balloon payment or residual payment;
- e) any other unpaid obligations or outstandings.

This clause does not apply to **vehicles** leased from LeasePlan.

## 6.10 Obsolete parts

If the **vehicle** needs to be repaired and a replacement part cannot be obtained **we** will pay the lesser of:

- a) the last known price of identical parts or **accessories** for the **vehicle**, or
- b) the cost of making a new part.

## 6.11 Betterment

If any repair as part of a claim under this policy substantially improves the value of the **insured vehicle** before the **loss** occurred **you** may be required to contribute to the cost of repairs.

Where a mechanical or electrical component of the **vehicle** has an operating life expectancy significantly less than that of the **insured vehicle** and undergoes repair or replacement, **we** will only be liable for the **present value** of that component at the time of **loss**.

## 6.12 Discharge of liability

**We** may, at any time, choose to settle any claim under this policy by paying **you** the balance of any claim up to the applicable sum insured. Upon doing so **we** will have fulfilled **our** obligations to **you** and such payment will be considered full and final settlement of any claim under this policy.

# Definitions

## Accessory

Any **accessories** and spare parts of the **insured vehicle** (including while temporarily removed), such as, but not limited to:

- > any portable electrical device primarily designed for use in a **vehicle** (such as GPS navigation systems in **vehicle** cameras, handsfree communication devices but not mobile phones);
- > load securing or protection equipment (such as tarpaulins, sheets, ropes, twitches or chains);
- > child safety seats.

## Accident

A sudden **event**, unexpected and unintended by **you**.

## Act of terrorism

An act including but not limited to the use of force or violence and/or the threat of that, including the intention to influence any government or to put in fear the public or any section of the public which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

## Bodily injury

Death or **bodily injury**, disability, disease, illness, shock, fright, mental anguish and mental injury, as a result of an **accident**.

## Book value

The amount owing to LeasePlan in relation to the **vehicle** after apportioning the monthly costs (as defined by **your** LeasePlan agreement) between interest and amortisation and closing out all costs, excluding any arrears owing before the **loss**. Where a **vehicle** is not leased from LeasePlan, all references to “**book value**” are replaced with “**market value**”.

## Business

The **business** described in the **schedule**, carried on by **you** or on **your** behalf including any trade or occupation similar to that **business**.

## Driver

The person driving or operating the **insured vehicle** or any associated component (including by remote control).

## Employee

A person who is deemed to be employed by **you** pursuant to the Employment Relations Act 2000.

## Excess

The first amount of any claim that **you** must pay. More than one **excess** may apply to a claim (or part thereof).

## Event

Any one **event** or series of **events** arising from one source or original cause.

## General average

**General average** and salvage charges incurred to avoid a **loss** covered under this policy, that are determined by the contract of carriage, and/or the governing law and practice of the carriage.

## Insured vehicle

Any **vehicle** as shown on the **schedule**, and any **vehicle** appearing on any asset **schedule** forming part of this insurance.

## Loss

Physical **loss**, physical damage or physical destruction as a result of an **accident**.

## Market value

The reasonable sale price of the same, or a comparable **vehicle**, of similar pre-loss age, usage and condition, including the value of any **accessories**.

## Mobile mechanical plant

A **vehicle** not primarily designed to transport goods or people, that has either plant or machinery attached to it, or is primarily designed as mobile plant or machinery to perform a particular task or series of tasks (such as digging, scraping, pumping or drilling).

## Natural disaster

**Loss** that results directly or indirectly from earthquake, subterranean fire, volcanic activity, tsunami, geothermal activity, hydrothermal activity, or fire or flooding caused by any of these.

## Period of insurance

The **period of insurance** shown in the **schedule** beginning on the 'From' date and ending at 4.00pm on the 'To' date.

## Present value

The reasonable cost to repair or replace the item in New Zealand so that **you** have an item that is of an equivalent age, quality and capability, and that is in the same general condition.

## Public relations expenses

The reasonable cost to engage a public relations firm or consultant, crisis management firm or law firm to prevent or limit adverse or negative publicity.

## Reparation

An amount ordered by a New Zealand court **you** must pay to a third party following an offence under Section 32 of the Sentencing Act.

## Secure worksite

Any place where **you** are conducting **your business**, and:

- > contains a securely locked building where **you** store **your** property, or
- > is securely fenced or enclosed preventing unobstructed public access to **your** property, or
- > monitored by frequent security patrols outside of work hours, or
- > monitored by CCTV.

## Schedule

The latest version of the **schedule we** issue to **you** for this policy.

## Total loss

Where repair costs, as determined by **us**, are uneconomical to carry out in relation to the **insured vehicle's book value**.

## Vehicle

Any type of machine on wheels, tracks or rollers that is propelled by its own power and including anything designed to be towed by such a machine, but excluding any machine capable of flight. This also includes any permanent fit out or modification of the **vehicle** and any **vehicle accessories**.

## We, us, our

Ando Insurance Group Limited on behalf of the Underwriter(s) specified in the **schedule**.

## You, your

The person(s) or entity named in the **schedule** as 'Insured' including any subsidiary company, associated managed company, associated social or sporting club, or new organisation formed or acquired by **you** during the **period of insurance**.

ANDO AFV 0122

