

**When insuring your
vehicle is a challenge,
StarPlus has you covered.**

Policy Wording





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Hello!

Thanks for choosing Star Insurance Specialists. You've made the right choice for your insurance policy because we're committed to getting you back on the road as quickly as possible should you experience an accident or loss.

If you don't personally receive the star treatment from us, our CEO wants to hear about it. He likes good news too.

If you want to discuss your policy, please call your broker or us on **0800 250 600** or email admin@starinsure.co.nz

We wish you happy and safe driving experiences.

I. Introduction

About this policy

Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) ("BHSI") is the insurer of this policy.

BHSI is part of the Berkshire Hathaway's National Indemnity group of insurance companies and is authorised by the Reserve Bank of New Zealand to carry on general insurance business in New Zealand.

The New Zealand Company Number of BHSI is 5737531 and its Financial Service Provider number is 445946.

Star Insurance Ltd acts as an agent of BHSI as authorised under the terms of an Underwriting Management Agreement established between the two companies.

Star Insurance Ltd does not act as **your** agent nor does Star Insurance Ltd act as an insurance broker or insurance advisor.

What your policy consists of

Your policy consists of:

- this policy document; and
- the **schedule**; and
- the information **you** have provided to **us** in the proposal, application or declaration, whether **you** have provided this information to **us** verbally or in documentation completed manually or electronically; and
- any other changes advised by us in writing, including by way of endorsement.

In consideration of **you** having paid the premium **we** agree to insure **you** as set out in **your** policy.

Please read this policy carefully to ensure **you** understand what insurance cover is provided. If **you** have any questions or if **you** would like more information about this policy, please contact Star Insurance Specialists on 0800 250 600 or email admin@starinsure.co.nz.

Vehicle(s) value and sum insured

It is **your** responsibility to ensure that the **sum insured** under this policy is adequate to cover the cost of repair or replacement of **your vehicle** or is otherwise satisfactory for **your** requirements including taking into account any modifications, depreciation and other such matters which may affect the value of **your vehicle**.

Your responsibilities

You must comply with all the terms and conditions of this policy. If **you** do not do so **your** claim will not be payable. However, nothing in this policy affects **our** right to avoid the policy for non-disclosure.

Excess(es)

Where a single **event** causes **loss** to one **vehicle** which is covered under this policy, the **excess** applied will be the total of all applicable **excesses** (including the standard **excess** and any **excesses** under any applicable policy extensions).

Where a single **event** causes **loss** to more than one **vehicle** which is covered under this policy, the **excess** applied will be the highest of the total of all applicable **excesses** (including the standard **excess** and any **excesses** under any applicable policy extensions) for any one of the **vehicles**.

Disclosure of material information

When applying for, amending or renewing this policy, **you** have a legal duty of disclosure. This means that **you** must tell **us** of everything **you** know (or would reasonably be expected to know) that a prudent insurer would wish to take into account in deciding whether to provide or continue to provide insurance and if so on what terms and at what premium.

If **you** breach this duty, **we** may avoid **your** policy, which means it will be cancelled and treated as if it had never existed.

Change of circumstances

You must tell **us** immediately if, at any time after the commencement of this policy, there are any changes that may alter the nature of the risk insured or increase the likelihood of a claim under this policy.

If **you** do tell **us** of any such changes, **we** may alter the premium and/or any terms and conditions of this policy, or cancel it.

Headings

The headings in this policy document are for reference only. They are not to be used for the purposes of interpreting the policy document.

Defined words

Words shown in bold have a defined meaning as set out in the Definitions section starting on page 59 of this policy document.

30 day money back guarantee

If **you** are not satisfied with the cover provided by the policy **you** may return the policy within 30 days of receiving it. If **you** have made no claims during this period **we** will give **you** a full refund of any premium paid.

Privacy Statement

Star Insurance Specialists and Berkshire Hathaway Specialty Insurance understand the trust that you place in us when you provide us with your personal information relating to this insurance policy. We are bound by the Privacy Act 2020 (the Act) when we collect and use your personal information. Our privacy policies can be viewed on our website locations as listed here:

<https://starinsure.co.nz/privacy-policy/>

<https://bhspecialty.com/privacy-policy/>

II. Vehicle Use

You are only covered under this policy where **your vehicle** is being used by **you** or by anyone else with **your** permission and in accordance with the requirements set out in the description of "Authorised Drivers" as stated in the **schedule**.

This policy only applies where (and it is a condition precedent to the policy that) **your vehicle**:

- a. is being used within New Zealand; and
- b. is being used for:
 - i. private, domestic, social or pleasure purposes; or
 - ii. farming purposes; or
 - iii. business or professional purposes stated in your proposal, application or declaration and accepted by **us**; or
 - iv. unpaid community activities including religious, social welfare or youth support organisations.

This policy also only applies where (and it is a condition precedent to the policy that) **your vehicle** is not being used:

- a. for hire or reward or carrying of fare paying passengers; or
- b. on a racetrack whether sealed or not and whether in the presence of other vehicles or not; or
- c. for practising, preparing for or taking part in any event at racetracks, competition circuits, courses, arenas or other motor sport venues. Such events include but are not limited to races, rallies, demonstrations, hill climbs, pace-making, tests, trials, closed road events, vehicle handling lessons or any similar or like activities whether organised or not; or
- d. for any driver education or instruction, except where teaching a person to drive, provided all legal requirements are complied with and that such teaching is not for reward or financial gain; or
- e. for any film, television or recorded stunt work; or
- f. for business or professional purposes other than those stated in your proposal, application or declaration and accepted by **us**; or
- g. outside New Zealand;

unless **we** have agreed to cover any of the above and this is noted on the **schedule** or by endorsement.

III. Types of Cover

Each type of cover is subject to the terms, conditions and exclusions set out in this policy.

The various types of available cover are set out below. The specific type of cover that applies to **your vehicle** will be shown in the **schedule**.

References to policy extensions within the types of cover below do not include optional extensions. Optional extensions are not included in the types of cover unless **you** have purchased the extension and it is shown in the **schedule**.

If "StarPlus - Comprehensive" cover is shown in the **schedule**:

- a. both Section One and Section Two including all policy extensions apply.

If "Third Party Fire & Theft" cover is shown in the **schedule**, the following policy sections apply:

- a. the standard cover under Section One, but only in respect of **accidental loss** to **your vehicle** which is caused by:
 - i. fire or lightning;
 - ii. explosion;
 - iii. theft or unlawful conversion;
- b. Policy Extension "At fault third party protection" (SP-PE2) and Policy Extension "Fire extinguisher replenishment costs" (SP-PE5);
- c. Section Two.

If "Third Party only" cover is shown in the **schedule**, there is no standard cover under Section One.

The following policy sections apply:

- a. Policy Extension "At fault third party protection" (SP-PE2);
- b. Section Two.

IV. Section One—Loss to your vehicle

What you are covered for

You are covered for sudden **accidental loss** to **your vehicle** which occurs in New Zealand during the **period of insurance** subject to the selected type of cover as shown in the **schedule** and the terms, conditions and exclusions of this policy.

What we will pay

Repairable

If **we** consider **your vehicle** is economic to repair **we** will at **our** option:

- a. pay for the repair of the damaged portion of **your vehicle**; or
- b. pay **you** the cost of repair as estimated by **our** assessor.

If **we** choose to pay for the repair of the damaged portion of **your vehicle**, **you** may use the repairer of **your** choice, however **we** will not pay more than **our** assessor's estimate of the cost of repair.

If the repair results in an improvement to the **vehicle's** pre-accident condition or increases the value of the **vehicle**, then **we** may require **you** to make a contribution towards the cost of repairs.

If **we** choose to pay for the repair of the damaged portion of **your vehicle**, **our** assessor's estimate will be based on parts which:

- a. are of the same or similar type as those in or on **your vehicle** at the time of the **loss**; and
- b. are consistent with the type, age and general condition of the **vehicle**; and
- c. will not invalidate the **vehicle** manufacturer's warranty if still applicable to the **vehicle**.

If any required parts are not available in New Zealand, **we** will pay the reasonable cost of having those parts sourced and shipped from overseas.

If a part is not available in New Zealand or overseas, **we** will pay the lesser of:

- a. the last known list price in New Zealand; or
- b. the price of the part's closest equivalent; or
- c. the cost of making a new part.

Where any part or parts forms part of a pair, set or suite **we** will only pay the market value of the particular part or parts suffering **loss**. Any payment will be without reference to any special value such item or items may have as part of such pair, set or suite.

For the purposes of this provision:

- a. "set" includes any number of wheels and/or tyres;
- b. "market value" is the reasonable retail value, or value at which the same part can be purchased, immediately prior to the **loss**.

The most **we** will pay in respect of the repair of **your vehicle** is the **sum insured**.

Total Loss

If **we** consider **your vehicle** to be a **total loss**, **we** will pay **you** the **vehicle's market value** up to but not exceeding the **sum insured**, however:

- a. if the **schedule** shows **your vehicle** is insured for **agreed value** the most **we** will pay is the lesser of:
 - i. the **vehicle's market value** plus 20%; or
 - ii. the **sum insured**; or
- b. if the **schedule** shows **your vehicle** is insured for **certified value**, pay **you** the amount stated in the **schedule** as the **certified value**, provided that, unless **we** agree otherwise, the valuation must be no older than 12 months as at the commencement of the **period of insurance**, failing which settlement will be on the basis of **agreed value**; or
- c. if the **schedule** shows **your vehicle** is insured for **fixed value**, pay **you** the amount stated in the **schedule** as the **fixed value**; or
- d. if applicable and shown in the **schedule**, replace the **vehicle** pursuant to Policy Extension "New Replacement Vehicle" (SP-PE9); or
- e. if applicable and shown in the **schedule**, pay **your** claim in accordance with Policy Extension "Second Hand Purchase Price Guarantee" (SP-PE14); or
- f. if the **vehicle** is leased, pay **you** or the **vehicle's** lessor the **vehicle's market value** up to but not exceeding the **sum insured**; or
- g. if the **schedule** shows **your vehicle** is insured for **construction value**, pay **you** the amount **you** paid for the **vehicle** together with the amounts **you** have spent restoring the **vehicle** as at the date of any loss giving rise to a claim covered by this policy, but not exceeding the **sum insured**.

On payment of a **total loss**:

- a. **we** are entitled to retain possession and ownership of the **vehicle**; and
- b. this policy will be cancelled and **you** will not be entitled to any refund of premium except in accordance with Policy Extension "Premium Credit" (SP-PE11), if applicable.

Policy Extensions

Please refer to table contained within each extension to confirm if cover applies to your policy.

In addition to the standard cover under Section One and depending on the type of cover **you** have selected as shown in the **schedule** and defined in the “Type of Cover” section, some or all of the following policy extensions may be automatically included in **your** policy.

Unless otherwise stated, the policy extensions are subject to all terms, conditions and exclusions of this policy.

Some policy extensions contain separate limits which, unless otherwise stated, are in addition to the **sum insured**.

Some policy extensions may be subject to an additional or adjusted **excess**, as specified.

Additions and deletions (SP-PE1)

All **vehicles you** acquire during the **period of insurance** will be covered by this insurance policy from the date of acquisition, provided that **we** are advised of all acquisitions within 10 days of acquisition and an additional premium is paid if requested by **us**.

The maximum **sum insured** for an additional **vehicle** acquired during the **period of insurance** is the purchase price of that **vehicle** subject to a maximum of \$75,000 unless an alternative value is advised to and accepted by **us**.

All **vehicles** which **you** dispose of during the **period of insurance** will be treated as deleted from cover as of the date of disposal.

If there is an addition to or deletion from cover, **we** will adjust the premium and/or the terms of the cover at the subsequent renewal or at an earlier date if agreed to by **us**, using **our** premium rates which are current at the time of the adjustment.

SP-PE1

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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At fault third party protection (SP-PE2)

If **your schedule** shows that **you** are covered for “Third party, fire and theft” or “Third party only”, **we** will cover **you** for **accidental loss** to **your vehicle** caused by a third party, provided that:

- a. **you** establish to **our** satisfaction that the driver of **your vehicle** was completely free of blame; and
- b. **you** obtain and provide **us** with a minimum of:
 - i. the registration number(s) of any other vehicle(s) involved in the **accident**; and
 - ii. the name, address, and contact details of any other driver(s) and witness(es) to the **accident**; and
 - iii. details of any other property damaged in the **accident**.

The most **we** will pay under this policy extension per **event** is the lesser of:

- a. the **market value** of **your vehicle**; or
- b. \$3,000;

after applying an **excess** of \$500.

SP-PE2

StarPlus - Comprehensive	X	Third Party Fire & Theft	Y	Third Party Only	Y
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Claim preparation costs (SP-PE3a)

We will pay for costs **you** reasonably incur in preparing and proving any claim for **loss** to **your vehicle** if **your vehicle** is involved in an **accident**. The maximum **we** will pay for each claim is \$1,000 after applying an **excess** of \$500.

This policy extension does not apply:

- a. to any claim arising from **loss** to vehicles owned or being used by a third party;
- b. any costs incurred by **you** in disputing a claim if it is declined.

SP-PE3a

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Emergency accommodation and travel (SP-PE3)

We will cover **you** for the following necessary emergency, travel or accommodation costs when there has been a **loss** for which a claim is payable under this policy, and **your vehicle** cannot be driven or made roadworthy within five days of the loss, or **you** are unable or unfit to drive as a result of the **loss**. We will pay:

- a. the reasonable costs of transporting **you** and any passengers of **your vehicle** to **your** respective homes within New Zealand, provided that such homes are 150 kilometres or more from the place where the **loss** occurred;
- b. reasonable temporary overnight accommodation for **you** and **your** passengers up to a maximum of \$250 per night (accommodation only).

The most **we** will pay under this policy extension is \$5,000 per event.

Section One exclusion "Loss of Use" does not apply to this policy extension.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule** and their passengers.

SP-PE3

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Excess protection (PE4)

The claim loading within **your** premium calculation will not be adjusted nor any **excess** applied in respect of a **loss** caused by an at fault third party, provided that:

- a. **you** establish to **our** satisfaction that the driver of **your vehicle** was completely free of blame; and
- b. **you** obtain and provide **us** with a minimum of:
 - i. the registration number(s) of any other vehicle(s) involved in the **accident**; and
 - ii. the name, address, and contact details of any other driver(s) and witness(es) to the **accident**; and
 - iii. details of any other property damaged in the **accident**.

SP-PE4

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Fire extinguisher replenishment costs (PE5)

We will pay the reasonable costs of replenishing or replacing **your** fire fighting equipment after its use to protect **your vehicle** in the **event** of a **loss**.

The most **we** will pay under this policy extension during the **period of insurance** is \$1,000.

SP-PE5

StarPlus - Comprehensive	Y	Third Party Fire & Theft	Y	Third Party Only	X
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First aid at an accident site (SP-PE6)

We will pay first aid costs **you** incur following an **accident** involving **your vehicle** provided the **accident** is in respect of a **loss** for which a claim is payable under this policy and such costs are not recoverable under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or from any other insurance or any other source.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule**.

The most **we** will pay under this policy extension is \$1,000 per **event**.

SP-PE6

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Keys and locks only - lower excess (SP-PE7)

If any key and/or remote control device giving access to **your vehicle** is damaged, lost or stolen and **your vehicle** has not suffered any other **loss** covered by Section One of this policy, **we** will pay **your** costs reasonably incurred in:

- altering or replacing locks;
- replacing keys and/or remote control devices;
- recoding or replacing the keyless vehicle module/control unit (or equivalent).

Your standard **excess** or a \$500 **excess** (whichever is the lesser) will apply to this policy extension.

The cover provided by this policy extension is included within the **sum insured** and is not in addition to it.

SP-PE7

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Methamphetamine contamination (SP-PE8)

We will pay for the testing of **your vehicle** for any methamphetamine contamination if:

- your vehicle** is stolen but subsequently recovered and returned to **you**; and
- we** have not already paid or agreed to pay a claim under Section One; and
- we** have reasonable grounds to believe that **your vehicle** may be contaminated by methamphetamine.

If the test results show methamphetamine contamination and the level does not comply with the relevant guideline set out in the most recent version of the New Zealand Standard NZS8510 (or any subsequent amendment or replacement Standard), **we** will pay for the cleaning of **your vehicle** so that it complies with the relevant guideline.

The most **we** will pay under this policy extension is \$2,000 per **event** after applying a \$250 **excess**.

Section One exclusion "Contamination" does not apply to this policy extension.

The cover provided by this policy extension is included within the **sum insured** and is not in addition to it.

SP-PE8

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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New replacement vehicle (SP-PE9)

If:

- a. **your vehicle** is a **total loss**; and
- b. **your vehicle** was first registered in New Zealand; and
- c. **your vehicle** was purchased from the manufacturer’s franchised dealer; and
- d. **you** purchased **your vehicle** within six months of its first date of registration; and
- e. **your vehicle** has travelled no more than 2,500km at the time of purchase; and
- f. at the time of the **loss** no more than 12 months have elapsed from the original registration or purchase date of **your vehicle** (whichever occurred first) and it has not travelled more than 15,000km,

then **we** will replace **your vehicle** with a new vehicle of the same make, model and specification (but not colour) or the nearest equivalent model and specification if the current model and specification is no longer manufactured, subject to availability within New Zealand.

For the purpose of this policy extension “limited edition” means that there was a limited global run of the vehicle of less than 500.

The policy **excess** applicable to **your loss** applies to this policy extension.

SP-PE9									
StarPlus - Comprehensive		Y	Third Party Fire & Theft		X	Third Party Only		X	

Personal injury and death (SP-PE10)

We will pay the amounts set out below if:

- a. **you** and/or any **family** member suffers **injury** or death as a direct result of and within three months of an **accident** involving **your vehicle**, whether the **vehicle** was in motion or stationary at the time of the **accident**; and
- b. the **accident** gives rise to a **loss** for which a claim is payable under this policy; and
- c. **you** and/or the **family** member were the driver or passenger in the **vehicle**; and
- d. **you** and/or the **family** member were wearing driver or passenger restraints at the time of the **accident**, unless the **vehicle** was parked at the time.

We will pay the following amounts arising out of any one **event**:

- a. death \$5,000;
- b. medical and dental expenses incurred in connection with such **injury** up to the sum of \$1,000;
- c. total and irrecoverable loss of the sight of:
 - i. one eye \$1,250; or
 - ii. both eyes \$2,500;
- d. total and permanent loss of the use of:
 - i. one hand or one foot \$1,250;
 - ii. both hands or both feet, or of one hand together with one foot \$2,500.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule** and their **family** members.

We will not pay any amounts under this policy extension for death or **injury** resulting from suicide, attempted suicide or any self-inflicted **injury** by the driver or any passenger of the **vehicle**.

The most **we** will pay under this policy extension is \$5,000 per person and \$10,000 in total for any one **event**.

General exclusion "Accident Compensation" does not apply to this policy extension.

SP-PE10					
StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X

Premium credit (SP-PE11)

Where **we** pay a claim under this policy on the basis of a **total loss** and the policy is automatically cancelled but **you** subsequently insure **your** replacement vehicle with **us**, **we** will credit the unused premium under the cancelled policy to **your** replacement policy, provided that **you** or the person in control of **your vehicle** at the time of the **loss** was in **our** opinion completely free of blame and that **you** obtain and provide **us** with:

- the registration number(s) of any other vehicle(s) involved in the **accident** giving rise to the **loss**; and
- the name, address, and contact details of any other driver(s) involved in the **accident** and any witness(es); and
- details of any other property damaged in the **accident**.

SP-PE11

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Registration and road user charges (SP-PE12)

Where **we** pay a claim under this policy on the basis of a **total loss**, **we** will pay **you** the unexpired portion of any registration and road user charges (if applicable) remaining on **your vehicle**.

SP-PE12

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Road clearing/load recovery costs (SP-PE13)

We will pay **your** reasonable costs necessarily incurred in cleaning up and clearing away any debris and spillage resulting from a **loss** for which a claim is payable under this policy.

There is no cover under this policy extension in respect of any fine, penalty or **reparation** payment.

The most **we** will pay under this policy extension is \$10,000 per **event** and in total during the **period of insurance**.

SP-PE13

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Second hand purchase price guarantee (SP-PE14)

We will pay **you** the **sum insured** if **your vehicle** is a **total loss**, and:

- you** are the second or subsequent owner of **your vehicle**; and
- you** have owned **your vehicle** for a period of less than 12 months as at the date of **loss**; and
- the **sum insured** at the time of the **total loss** equals the price **you** paid for **your vehicle**; and
- you** provide to **us** **your** sale and purchase agreement or other documentation acceptable to **us** evidencing the price **you** paid for **your vehicle**.

If **you** are unable to provide to **us** the sale and purchase agreement or other documentation acceptable to **us** evidencing the purchase price of the **vehicle**, the most **we** will pay under this policy extension is the **vehicle's market value** up to but not exceeding the **sum insured** unless **you** have Star Enthusiast (Comprehensive) cover, as shown in the **schedule**, in which case your settlement will be based on **agreed value**.

This policy extension only applies to **vehicle(s)** purchased from a Licensed Motor Vehicle Dealer unless **we** have agreed otherwise and this is noted on the **schedule**.

The policy **excess** applicable to **your loss** applies to this policy extension.

SP-PE14

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Towing and storage/vehicle recovery (SP-PE15)

If **your vehicle** cannot be driven following a **loss** for which a claim is payable under this policy, **we** will pay for reasonable and necessary:

- towing or rescue costs to remove the **vehicle** to the nearest place of safety; and
- storage costs incurred while the **vehicle** is awaiting claim acceptance and assessment for repair.

The most **we** will pay under this policy extension is \$1,000 per **event**.

SP-PE15

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Trailers (SP-PE16)

We will cover **loss** to any trailer either owned by **you** or in **your** care, custody or control, provided that the trailer:

- a. is used in accordance with the allowable Vehicle Use set out in this policy; and
- b. has adequate security devices enabled (including coupling lock, wheel clamp or chain) if it is being stored or is not attached to **your vehicle**; and
- c. can be towed by **your vehicle**; and
- d. is not covered by any other policy of insurance.

We will pay the lesser of:

- a. the **market value** of the trailer; or
- b. the cost to repair the trailer to a condition as close as possible to, but not better than, its condition as at the date of the **loss**.

For the purposes of this policy extension “market value” is the reasonable retail value, or value at which the same trailer can be purchased, immediately prior to the **loss**.

The most **we** will pay under this policy extension is \$1,500 per **event** or as otherwise agreed to by **us** and stated in the **schedule**, after applying a \$250 **excess**.

SP-PE16

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Valet and other vehicle use (SP-PE17)

Notwithstanding any requirements or restrictions in respect of **vehicle** use set out in the description of “Authorised Drivers” as stated in the **schedule**, **we** will cover **you** for **accidental loss** to **your vehicle** under Section One and legal liability under Section Two where **your vehicle** is being:

- a. parked or retrieved by a professional parking valet;
- b. driven by an authorised employee of a company that has been contracted to provide chauffeur services to **you**;
- c. driven by a member of the motor trade professionally engaged in the overhaul, repair or servicing of the **vehicle**;
- d. driven to a hospital or medical centre immediately following a medical emergency suffered by **you**,

provided that:

- a. the **loss** or liability is not covered by any other insurance policy;
- b. the terms, conditions and exclusions in this policy otherwise apply as if the person driving **your vehicle** were **you**.

General exclusions “Non allowable use” and “Unlicensed or excluded drivers” do not apply to this policy extension.

SP-PE17

StarPlus - Comprehensive	Y	Third Party Fire & Theft	X	Third Party Only	X
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Optional Policy Extensions

The following optional policy extensions only apply if **we** agree to offer one or more of the optional policy extensions, **you** have purchased the optional policy extension and it is shown in the **schedule**.

Unless otherwise stated the optional policy extensions are subject to the terms, conditions and exclusions of this policy.

Some optional policy extensions contain separate limits which, unless otherwise stated, are in addition to the **sum insured**.

Some policy extensions may be subject to an additional or adjusted **excess**, as specified.

Funeral costs (SP-OE1)

We will pay the funeral costs if:

- a. **you** and/or any **family** member dies as a direct result of and within three months of an **accident** involving **your vehicle**, whether the **vehicle** was in motion or stationary at the time of the **accident**; and
- b. the **accident** is a covered **loss** for which a claim is payable under this policy; and
- c. **you** and/or the **family** member were the driver or passenger in the **vehicle**; and
- d. **you** and/or the **family** member were wearing driver or passenger restraints at the time of the **accident**, unless the vehicle was parked.

If **you** are entitled to receive payment for funeral costs under this policy extension, **we** will also pay the reasonable travel costs incurred within New Zealand by any **family** member in order to attend the funeral.

Payment will only be made under this policy extension to the extent that the costs are not recoverable under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or from any other insurance or any other source.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual main drivers set out in the **schedule** and their **family** members.

We will not pay any amounts under this policy extension arising from death resulting from suicide, attempted suicide or any self-inflicted **injury** by the driver or any passenger of the **vehicle**.

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

Loss of use/substitute vehicle hire (SP-OE2)

If a **loss** for which a claim is payable under Section One of this policy prevents **you** from using **your vehicle**, **we** will contribute to the cost of hiring a substitute vehicle during the "period of loss" as defined below.

For the purposes of this policy extension, "period of loss" means the period:

- a. beginning when **your vehicle** is delivered to the repairer for the commencement of repairs or from the date of **loss** if **your vehicle** can no longer be driven or has been stolen; and
- b. ending when the repairs are completed or **you** have returned the substitute vehicle, whichever occurs first. In the event of a **total loss**, the period of loss ends on the date **we** make payment in respect of the **total loss**.

This policy extension does not apply:

- a. if **you** have available a free substitute vehicle or purchase an additional vehicle;
- b. to fuel, vehicle running or maintenance costs or insurance costs (including any excess reduction charges charged by the hire company);
- c. unless costs are actually incurred in hiring a substitute vehicle.

The amount payable under this policy extension consists of a daily allowance and a total amount payable during the applicable **period of insurance** in accordance with the type of cover selected or as otherwise specified in the **schedule**.

Section One exclusion "Loss of Use" does not apply to this policy extension.

New replacement vehicle - environmental tax (SP-OE2a)

If **we** replace **your vehicle** with a new vehicle pursuant to Policy Extension (SP-PE9) and you are required to pay to the New Zealand Government an environmental, emissions or climate change-related levy, tax or similar fee, **we** will pay that levy, tax or fee.

The most **we** will pay under this optional extension is \$5,000 or as otherwise specified in the **schedule**.

New replacement vehicle - registration and on road costs (SP-OE2b)

If **we** replace **your vehicle** with a new vehicle pursuant to Policy Extension (SP-PE9) **we** will pay the initial registration, road user charges (if applicable) and any other on-road costs as specified and invoiced by the supplying motor vehicle dealer.

The most **we** will pay under this optional extension is \$2,500 or as otherwise specified in the **schedule**.

Pairs and sets (SP-OE3)

Where following a **loss** for which a claim is payable under Section One of this policy:

- a. **we** are settling **your** claim on the basis that **your vehicle** is repairable; and
- b. any part or parts of **your vehicle** which form part of a pair, set or suite have suffered **loss** and cannot be repaired or replaced;

we will at **our** option:

- a. pay for the replacement of the entire pair, set or suite with the nearest available equivalent pair, set or suite; or
- b. pay **you** the last known New Zealand list price of the entire pair, set or suite and not solely the part or parts suffering **loss**.

Where there is **loss** to one or more of the **vehicle's** wheel rims but the **vehicle's** tyres are undamaged, **we** will only pay for the repair or replacement of the damaged wheel rims and not for the replacement of the undamaged tyres.

The most **we** will pay under this optional policy extension is the **sum insured** specified in the **schedule** per **event**.

After **we** pay for the replacement of the pair, set or suite, or pay **you** the last known list price as applicable, all original items both damaged and undamaged become **our** property.

The cover provided by this policy extension is included within the **sum insured** and is not in addition to it.

Wraps, signwriting and artwork (SP-OE4)

If, as a result of **loss to your vehicle** for which a claim is payable under Section One of this policy, there is **loss** to signwriting, wrap(s) or artwork affixed to **your vehicle**, **we** will:

- a. pay the reasonable cost to repair or reinstate the damaged sections of signwriting, wrap material or artwork; or
- b. in the event of a **total loss** pay **you** the reasonable costs of signwriting, wrapping or installing artwork to an equivalent specification on a replacement vehicle. If **you** request **us** to do so, **we** will pay to remove any personal or company identification signwriting from the **vehicle** wreck before disposing of the wreck.

We will not replace any undamaged signwriting or wrap sections due to colour variations arising from environmental conditions, such as fading.

The most **we** will pay under this optional policy extension during the **period of insurance** is \$5,000 or as specified in the **schedule**.

Section One - Exclusions

Consequential loss/depreciation

You are not covered for consequential loss (including depreciation or loss of value) of any kind however caused, except for where expressly provided under any applicable policy extension.

Contamination

You are not covered for any **loss** arising from environmental, biological, chemical or other contamination of **your vehicle**.

Defect in workmanship/design/manufacture

You are not covered for any **loss** arising from defective workmanship, failure of, or defect or fault in the design of, the specifications for or the materials incorporated into **your vehicle**, or arising from failure, defect or fault in the manufacture, repair, maintenance or modification of **your vehicle** unless the **vehicle** is being repaired following a **loss** for which a claim is payable under this policy and **we** are paying for the repair of the **vehicle**.

Diminution in value

You are not covered for loss or reduction in value of **your vehicle** following repair of **your vehicle**.

Gradual damage

You are not covered for any **loss** arising from gradual damage including, but not limited to, water seepage or leakage or the action of light (including sunlight).

Incorrect fluids

You are not covered for **loss** arising from the introduction of incorrect fluids (for example, diesel exhaust fluid, diesel engine additives, introduction of oil which is not currently recommended by the vehicle manufacturer, hydraulic fluid, coolant, washer fluid or water) into **your vehicle**.

Incorrect fuel

You are not covered for **loss** arising from the introduction of the incorrect fuel type (for example, diesel into a petrol engine or petrol into a diesel engine) into **your vehicle**.

Loss of use

You are not covered for any loss, whether financial or otherwise, because **you** are unable to use **your vehicle**.

Theft by purchaser

You are not covered for any **loss** arising from:

- a. theft or illegal conversion by a purported or prospective purchaser of **your vehicle** unless:
 - i. **you** establish to **our** satisfaction that **you** took all reasonable precautions to prevent such theft or illegal conversion; or
 - ii. the theft or illegal conversion was accompanied by violence or the threat of violence, or was a result of deception, which could not have been prevented through the taking of reasonable precautions.

For the purposes of this exclusion, "reasonable precautions" includes but is not limited to:

- a. accompanying the prospective purchaser on any test drive; and
- b. where a purchase is agreed, receiving payment and/or obtaining proof of payment before parting with possession of the **vehicle**.

Tyres

You are not covered for **loss** to **your vehicle**'s tyres caused by braking or by punctures, cuts or bursts unless that **loss**:

- a. occurs in the same **event** as another **loss** to **your vehicle** for which a claim is payable under this policy; or
- b. occurs as a result of the malicious or deliberate act of a person not insured by this policy.

Vehicle parts

You are not covered for **loss** to the following parts of **your vehicle**:

- a. the engine and all engine parts;
- b. cooling systems, including but not limited to radiators, heat exchangers, cooling fans, pressure caps, water pumps, thermostats and hoses;
- c. hydraulic systems, including but not limited to shock absorbers and suspension systems;
- d. transmission system, including but not limited to gearbox, drive shafts, axles, differentials, clutches and wheel hubs;
- e. fuel systems;
- f. braking systems;
- g. electrical/electronic systems, computer systems and mechanical systems.

However, this exclusion does not apply to **loss** resulting from:

- a. fire;
- b. **your vehicle**, or another vehicle conveying **your vehicle**, overturning;
- c. **your vehicle** impacting or colliding with an external object (including people or animals);
- d. **your vehicle** being partly or fully immersed in a body of water (including flood);
- e. theft or illegal conversion of **your vehicle**;
- f. malicious damage to **your vehicle**;
- g. hail, snow, storm or lightning;
- h. natural disaster;
- i. **your vehicle** being **accidentally** operated with contaminated fuel;
- j. sudden and accidental spillage of liquid on to any part of **your vehicle**.

Wear and tear etc

You are not covered for wear and tear, corrosion, gradual deterioration, rust, rot, mould or existing damage or defects in **your vehicle**.

V. Section Two – Legal Liability

What you are covered for

Legal liability

You are covered for **your** legal liability for:

- a. **accidental loss** to the property of others; and/or
- b. **accidental bodily injury** to any person;

where such **accidental loss** or **accidental bodily injury** occurs during the **period of insurance** and is caused by or is in connection with use of **your vehicle** in New Zealand (including while the **vehicle** is being loaded or unloaded).

Reparation

You are covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** to property or **accidental bodily injury** as a result of **your** committing an offence during the **period of insurance** in connection with use of **your vehicle** in New Zealand (including while it is being loaded or unloaded).

Provided that **you** must tell **us** immediately if **you** or anyone else entitled to cover is charged with any offence in connection with the use of a **vehicle** which resulted in **loss** to property or **bodily injury** to another person.

There is no cover for any:

- a. legal defence costs or expenses including court costs, levies or costs awarded against **you** in respect of an offence; or
- b. order of **reparation** arising from the prosecution of an offence under the Health and Safety at Work Act 2015 (and/or any subsequent amendment or replacement Acts); or
- c. order of **reparation** arising from or in connection with the use of a **vehicle** which is being used for hire or reward.

What we will pay

Property damage

In respect of **your** legal liability for **accidental loss** to the property of others **we** will pay for:

- a. liability, including liability for **reparation**; and
- b. costs awarded against **you** by a civil court or arbitrator.

The most **we** will pay is \$20,000,000 per **event**.

In addition, where it is alleged that **you** are legally liable, and that legal liability would be covered under this policy if established, **we** will pay for **your** reasonable defence costs and expenses incurred in defending that allegation up to a limit of \$500,000 per **event**, provided that such costs and expenses are incurred with **our** prior written consent.

Bodily injury

In respect of **your** legal liability for **accidental bodily injury** to any person **we** will pay for:

- a. liability, including liability for **reparation**; and
- b. costs awarded against **you** by a civil court or arbitrator.

The most **we** will pay is \$1,000,000 per **event**.

In addition, where it is alleged that **you** are legally liable, and that legal liability would be covered under this policy if established, **we** will pay for **your** reasonable defence costs and expenses incurred in defending that allegation up to a limit of \$500,000 per **event**, provided that such costs and expenses are incurred with **our** prior written consent.

Total payable for property damage and bodily injury

The most **we** will pay for a claim for **accidental loss** to the property of others and **accidental bodily injury** in total for one **event** is \$20,000,000 plus \$500,000 defence costs.

Section Two - Policy Extensions

Please refer to table contained within each extension to confirm if cover applies to your policy.

In addition to the standard cover under Section Two and depending on the type of cover **you** have selected as shown in the **schedule** and defined in the “Type of Cover” section, some or all of the following policy extensions may be automatically included in **your** policy.

Unless otherwise stated the policy extensions are subject to the terms, conditions and exclusions of this policy.

Some policy extensions may be subject to sub-limits that are within, and not in addition to, the sum insured of \$20,000,000 for **accidental loss** to the property of others or the sum insured of \$1,000,000 for **accidental bodily injury**.

Some policy extensions may also be subject to an additional **excess**, as specified.

Exemplary damages (S2E1)

We will cover **your** liability for punitive or exemplary damages awarded by any New Zealand court in respect of **accidental bodily injury**, provided that:

- a. any such award of punitive or exemplary damages is deemed insurable at law and to be recoverable under this policy; and
- b. there is no cover under this policy extension in respect of awards of punitive or exemplary damages directly or indirectly arising from or connected with any malicious, dishonest, fraudulent or criminal act or omission by **you** or anyone acting on **your** behalf.

The most **we** will pay under this policy extension is \$100,000 per **event** and in total during the **period of insurance**.

General exclusion “Intentional, reckless or criminal acts” and Section Two exclusion “Exemplary damages” do not apply to this policy extension.

General average/salvage charges (S2E2)

We will pay any general average or salvage charges that **you** are legally required to pay as a result of **your vehicle** being carried by sea between places in New Zealand during the **period of insurance**.

Manslaughter defence costs (S2E3)

We will cover:

- a. **your** reasonable legal defence costs incurred with **our** prior written approval to defend a charge of manslaughter, or dangerous driving causing death or careless driving causing death; and
- b. costs necessarily and reasonably incurred with **our** prior written approval for legal representation at any inquiry or coroner's inquest in connection with such death;

where such death is **accidental bodily injury** resulting from **you** driving **your vehicle** during the **period of insurance**.

The most **we** will pay under this policy extension is \$20,000 per **event** and in total during the **period of insurance** after the application of a \$1,000 **excess**.

Section Two exclusion "Defence costs - prosecutions" does not apply to this policy extension.

Movement of other vehicles (S2E4)

We will cover **your** legal liability for **loss** arising out of the movement by **you** of any vehicle not owned by **you**, provided that the vehicle:

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

This policy extension only applies where, in **our** opinion, the movement by **you** of the vehicle was reasonable and necessary in all the circumstances.

Section Two exclusion "Property owned by you" does not apply to this policy extension.

The terms, conditions and exclusions in this policy otherwise apply as if the vehicle being moved were **your vehicle**.

Other person's liability (S2E5)

We will cover under Section Two the legal liability of any "Authorised Person" as specified in the schedule arising from that person's use of **your vehicle**, provided that:

- a. the person's liability is not covered by any other insurance policy; and
- b. the terms, conditions and exclusions in this policy otherwise apply as if the person were **you**.

Towing disabled vehicles (S2E6)

We will cover **your** legal liability in connection with the use of **your vehicle** to tow a disabled vehicle, provided such towing is not for reward or financial gain.

Section Two exclusion "Property owned by you" does not apply to this policy extension.

Using another vehicle (S2E7)

We will cover under Section Two **your** legal liability arising from **your** use of any other vehicle, provided that:

- a. **you** do not own the other vehicle; and
- b. the other vehicle is not a hire, rental or loan vehicle, unless the other vehicle has been hired, rented or loaned under the Section One Optional Policy Extension "Loss of use/substitute vehicle hire" (SP-OE2) applies; and
- c. there is no other insurance covering the same liability.

The terms, conditions and exclusions in this policy apply as if the other vehicle being used were **your vehicle**.

Vicarious liability (S2E8)

We will cover **your** legal liability while any vehicle not belonging to **you** and not provided by **you** is being used in connection with **your** business by any person in **your** employment, provided:

- a. **we** will not be liable for **loss** to that vehicle or to property being conveyed by it; and
- b. there is no other insurance covering the same liability.

The terms, conditions and exclusions in this policy apply as if the vehicle not belonging to **you** and not provided by **you** were **your vehicle**.

Weight damage (S2E9)

We will cover **your** legal liability for damage to property (including any road) caused by the weight of **your vehicle** including the weight of the load carried by the **vehicle**.

The most **we** will pay under this policy extension is \$500,000 per **event**.

A \$5,000 **excess** applies to this policy extension.

Sub-sections (b)-(d) of Section Two exclusion "Weight" do not apply to this policy extension.

Section Two - Exclusions

Death of a driver

You are not covered for liability in respect of death or **bodily injury** to any person who, at the time of the **event** causing such death or **bodily injury**, was driving or in charge of **your vehicle**.

Defence costs - prosecutions

You are not covered for any legal defence costs or expenses including court costs, levies or costs awarded against **you** arising from the prosecution of any offence under any Act of Parliament including any regulations, subordinate legislation, rules or by-laws made under any Act.

Exemplary damages

You are not covered for any punitive or exemplary damages.

Fine and penalties

You are not covered for any fine or penalty.

Liability by agreement

You are not covered for any liability arising out of a contract or agreement unless such liability would have arisen in the absence of such contract or agreement.

Not being used as a vehicle

You are not covered for any liability directly or indirectly arising from the use or operation of **your vehicle** or any component of the **vehicle** as a tool of trade or as an item of mechanically propelled plant or item of machinery.

Property owned by you

You are not covered for any liability, including liability for **reparation**, for **loss** to any property owned by **you** or in **your** care, custody or control, other than a disabled vehicle being towed by **your vehicle**.

Weight

You are not covered for any liability for or in connection with damage to property (including any road) arising from:

- a. vibration caused by **your vehicle**; or
- b. the weight of **your vehicle**; or
- c. the weight of the load carried by **your vehicle**; or
- d. the combined weight of the load and **your vehicle**.

VI. General exclusions that apply to all parts of this policy

Accident compensation

You are not covered for any compensation, benefits, costs or any other amounts or payments that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or which would be recoverable but for:

- a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act; or
- b. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to under the Act; or
- c. a decision by the Accident Compensation Corporation or any other authority to decline a claim or limit its liability in whole or in part for any reason whatsoever.

Alcohol and drugs

There is no cover under this policy if the driver of **your vehicle** was at the time of the **event** giving rise to a claim under this policy:

- a. under the influence of intoxicating liquor or has a breath alcohol or blood alcohol concentration that exceeds the legal limit; or
- b. refuses to undergo a breath or blood test when legally required to do so; or
- c. fails or refuses to stop or remain at the scene of an **accident** when legally required to do so; or
- d. is under the influence of a drug or other intoxicating substance.

This exclusion does not apply if the driver of **your vehicle** has stolen or illegally converted it (provided **you** report the theft or illegal conversion to the New Zealand Police as soon as possible).

Confiscation

You are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with confiscation, nationalisation, requisition, acquisition or destruction of or damage to property by order of any government, public or local authority.

Cyber attack

You are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

Excess

You are not covered for any applicable **excess(es)**.

Foreign courts

You are not covered for any **loss** or liability or claim of any type in connection with:

- a. proceedings or a prosecution brought in a court outside New Zealand; or
- b. proceedings or a prosecution brought in a court within New Zealand to enforce a judgment made by a court outside of New Zealand; or
- c. legal liability arising under the law of a country other than New Zealand.

Intentional, reckless or criminal acts

You are not covered for any **loss** or liability arising from any deliberate, intentional, reckless, or criminal act or omission by **you** or anyone acting with **your** express or implied authority or consent.

Loss of electronic data

You are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with **loss** of **electronic data**, including, but not limited to:

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
- b. error in creating, amending, entering, deleting or using **electronic data**;
- c. total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all;
- d. communication, display, distribution or publication of **electronic data**.

Non allowable use

You are not covered for any **loss** or liability arising from any use of **your vehicle** which is outside the terms of the "Vehicle Use" provision in this policy.

Nuclear and radiation risks

You are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with:

- a. nuclear weapons material; or
- b. the operations of a nuclear power plant; or
- c. ionising radiation or contamination by radiation or otherwise from any nuclear waste; or
- d. the fusion or fission of nuclear fuel.

Overloaded vehicle

You are not covered for any **loss** or liability arising from or connected with the loading of **your vehicle** in excess of the manufacturer's recommended specifications or contrary to regulations or statute.

Sanctions

We will not be liable to pay any claim or provide any cover or benefit to the extent that the provision of cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition, or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of New Zealand, Australia, the European Union, United Kingdom or the United States of America.

Terrorism

You are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with:

- a. any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **loss** or liability; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

Unlicensed or excluded drivers

There is no cover under this policy if the driver of **your vehicle**:

- a. is unlicensed to drive the **vehicle**, does not hold a licence that is in full force and effect and/or does not comply with or is in breach of his or her licence conditions; or
- b. is not legally allowed to drive in New Zealand; or
- c. is not an "Authorised Driver" as specified in the **schedule** or otherwise covered by this policy.

This exclusion does not apply if the driver of **your vehicle** has stolen or illegally converted it provided **you** report the theft or illegal conversion to the New Zealand Police as soon as possible after the theft or illegal conversion.

Unsafe vehicle

There is no cover under this policy if at the time of the **loss your vehicle** is in an unsafe or damaged condition, provided that this exclusion will not apply if **you** prove to **our** satisfaction that:

- a. such condition did not cause or contribute to any **loss** or liability; and
- b. **you** or the driver of **your vehicle** were unaware of such condition; and
- c. **you** had taken all reasonable steps to maintain **your vehicle** in a safe condition.

For the purposes of sub-paragraph (b) of this exclusion, **you** includes any person employed by **you**.

War and civil commotion

You are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, civil commotion assuming the proportions of or amounting to a popular rising, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power.

VII. Claims Conditions

What you must do

As soon as **you** are aware of any events or circumstances which may lead to a claim under this policy **you** must:

- a. notify **us** as soon as possible;
- b. report to the New Zealand Police as soon as possible if **you** suspect any **loss** was caused by any crime or illegal act;
- c. take all reasonable steps to minimise **your loss** or liability, and to avoid any further **loss** or liability;
- d. take all reasonable steps to provide **us** with details of any other person(s), property or **vehicles** involved in the **event** giving rise to the claim, including, at a minimum:
 - i. the registration number(s) of any other vehicle(s) involved;
 - ii. the names, addresses, and contact details of any other driver(s) and any witness(es);
 - iii. details of any other property damaged;
- e. fully complete and provide us with an approved claim form as soon as possible;
- f. allow **us** unhindered access to investigate, inspect and assess the **loss** or liability. If any permanent repairs to the **vehicle** are to be carried out, **you** must allow **us** access to the **vehicle** before such repairs are carried out;
- g. forward to **us** immediately all relevant information and correspondence, including any correspondence advising of a claim or possible claim against **you** and any court documents;
- h. advise **us** immediately if **you** are charged with any offence in relation to the use of **your vehicle** where such offence relates to **loss** to property or **bodily injury** to another person;
- i. provide any other information or assistance **we** may reasonably request, including attending an interview with any person **we** nominate and/or providing a statutory declaration verifying any details of the **loss** or liability.

What you must not do

If **you** wish to make a claim on this policy **you** must not:

- a. dispose of or abandon any property in respect of which **you** are making a claim;
- b. start any repairs without **our** permission unless it is necessary to prevent further **loss**;
- c. admit responsibility for any **loss** or liability;
- d. say or do anything that may prejudice **our** ability to defend, negotiate or settle a claim made against **you**, or make recovery of the **loss** from any other person who may be responsible for it.

After you have made a claim

After **you** have made a claim under this policy:

- a. **we** have the sole right to act in **your** name and on **your** behalf to negotiate, defend or settle any action against **you**, at our own expense (except in relation to any **excess** that may apply). **We** may appoint **our** own lawyers to defend the matter who will report to **us**;
- b. **we** may take over in full any legal right of recovery that **you** have against any other person. **You** must:
 - i. cooperate with **us** and provide full assistance including, without limitation, providing documents and other evidence and attending court hearings if required; and
 - ii. not voluntarily or knowingly release any third party from liability for **loss** insured by this policy unless **we** give permission for this.

If **you** do not cooperate or provide assistance to **us** as required, **you** must repay any amounts **we** have paid to **you** or any other party in respect of the claim;

- c. if **we** initiate a recovery **we** will include any uninsured **losses** suffered by **you** (excluding your **excess**), subject to an agreement between us in respect of the sharing of recovery costs and apportionment of recovery proceeds. Where **we** do this, **you** agree, at **your** own expense to provide **us** with satisfactory evidence of any uninsured losses;
- d. if any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must tell **us** immediately and, if **we** request it, return the property to **us**;
- e. if, in respect of a claim **we** have paid, **you** receive any money from any person ordered to make **reparation** to **you**, **you** must reimburse **us** for **our** payment, subject to adjustment if **you** have not been fully indemnified for **your loss** provided that any such adjustment will itself be subject to the terms of any costs/recovery proceeds sharing agreement referred to in sub-paragraph (c) above;
- f. where **we** have replaced **your vehicle** with a new vehicle pursuant to automatic extension SP-PE9 and **you** subsequently receive any environmental, emissions or climate-change related subsidy, rebate or other payment from the New Zealand Government or the manufacturer, **you** must pass any such payment on to **us**;
- g. **we** are entitled to retain possession and ownership of property, including the proceeds of sale from any such property, in respect of which **we** have paid a claim under this policy, subject to adjustment if **you** have not been fully indemnified for **your loss**.

Incorrect statements, dishonesty and fraud

If any claim under this policy is in any respect dishonest or fraudulent or is supported by any incorrect information or statement:

- a. all benefits under the policy will be forfeit and **your** claim will not be payable. If the claim or any part of it has already been paid, then it will be repayable by **you** to **us**; and
- b. the policy automatically terminates from the date of the dishonest or fraudulent act; and
- c. **we** may also cancel any other policy **you** have with **us**.

VIII. General conditions

Breach of conditions

No claim shall be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. However, nothing in this policy affects **our** right to avoid the policy for non-disclosure.

Cancellation by us

We may cancel this policy at any time by giving **you** notice in writing or by email to:

- a. **your** last known postal address or email address on **our** records; or
- b. **your** broker.

The cancellation will take effect at 4 pm on the 14th day after the date of the notice. **We** will refund to **you** on a pro rata basis any unexpired premium already paid.

Cancellation by you

You may cancel this policy at any time by giving **us** notice in writing, by email or by telephone.

The cancellation will take effect immediately. Provided **you** have not made a claim during the **period of insurance**, **we** will refund to **you** on a pro rata basis any unexpired premium already paid to **us**, less a \$50 administration fee.

Correctness of statements

All statements made or information given by **you** or on **your** behalf (whether verbally or in documentation completed manually or electronically):

- a. in any proposal, application or declaration; or
- b. in support of this policy; or
- c. in support of any claim;

must be complete and correct in all respects.

Goods and services tax (GST)

All **sum insured** values, policy limits and **excesses** are GST inclusive.

Governing law and jurisdiction

This policy is governed by the laws of New Zealand. The courts of New Zealand have exclusive jurisdiction in relation to any issues, disputes or claims arising under or in relation to this policy.

Joint insurance

If this policy insures more than one person or entity, then all persons and/or entities are jointly insured. If one of the persons or entities does or fails to do anything so that there is no cover, there will be no cover for anyone, not just the person or entity responsible for the relevant act or omission.

Modifications

You must tell **us** and obtain **our** written approval of any modifications that are, or have been, made to the manufacturer's standard specifications for **your vehicle** which changes **your vehicle's** performance and/or value.

Other insurance

If, at the time of any claim arising under this policy, there is any other valid and collectable insurance covering all or part of the same **loss** or liability, this policy will apply only to the amount of any **loss** or liability in excess of that recoverable under the other insurance.

Other interested parties

If **you** have notified **us** of any other party who has a financial interest in **your vehicle**, **we** may at **our** option pay all or part of any claim proceeds to that other party. Such payment will meet all **our** obligations to **you** under the policy to the extent of that payment.

By notifying **us** of the interested party, **you** authorise **us** to disclose personal information about **you** to this party.

Any such party who has a financial interest is not insured by this policy and has no rights to claim under the policy.

Policy compliance

It is a condition precedent to **our** liability under this policy that **you** or anyone else entitled to claim under this policy:

- a. comply with all of its terms and conditions;
- b. pay any outstanding premium.

Reasonable care

You must:

- a. take all reasonable care to prevent **loss** to **your vehicle** and to avoid liability; and
- b. take all reasonable care to maintain **your vehicle** in good repair; and
- c. maintain any protection devices, including any alarms, immobilisers and GPS tracking units, in an operational condition; and
- d. comply with all legal requirements relating to safety, maintenance and operation of **your vehicle**;
- e. comply at **your** expense with all reasonable instructions **we** give **you** to prevent loss to **your vehicle** and to avoid liability.

Sums insured

Except where Policy Extension "Second hand purchase price guarantee" (SP-PE14) applies, the values declared to **us** for each of **your vehicles** must represent, as nearly as possible, their current **market value**. Values such as book value, depreciated cost, written down value and residual value will not be sufficient to comply with this condition.

IX. Definitions

Whenever the following words are used in **bold** in this policy this is what they mean. The definitions also apply to the plural and any derivatives of the words.

Accessory

Any part of **your vehicle** which is not essential to the **vehicle's** operation. This includes, without limitation:

- a. radio, audio equipment or other in-vehicle entertainment equipment;
- b. permanently fitted telephones, communications and navigation systems;
- c. permanently fitted radar or laser detectors;
- d. electric vehicle charging units;
- e. bull bar or towing equipment;
- f. disability access modifications;
- g. car seat covers, child seats and floor mats;
- h. roof racks, bicycle carriers, and storage boxes or similar devices;

Accessory does not include any signwriting, vehicle wraps or artwork on the **vehicle**.

Accident

A sudden and unforeseen **event** that is unintended and unexpected by **you** or any other person using the **vehicle**.

Accidental

Unintended and unexpected by **you** or any other person using the **vehicle**.

Act of terrorism

An act, including but not limited to the use of force or violence or threat thereof, 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

Agreed value

The lesser of:

- a. the **vehicle's market value** plus 20%; or
- b. the **sum insured**.

Bodily injury

Accidental death, or **accidental** bodily injury, including disability, shock, fright, mental anguish or emotional or mental injury.

Certified value

The value of the **vehicle** specified in a valuation prepared by a motor **vehicle** valuer recognised by **us** provided such value is accepted by **us** and stated in the **schedule**.

Construction value

The base **vehicle** cost together with all amounts spent restoring the **vehicle** as at the date of any **loss** covered by the policy.

Electronic data

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programmes, software and other coded instructions for such equipment.

Event

Any one event or series of events occurring within a 72 hour period causing **loss** or liability which arise from one source or original cause.

Excess

The amount that **you** must contribute as the initial payment towards the cost of any claim under this policy. The amount of the **excess** is shown in either the **schedule** or in this policy wording.

Family

Any family member who permanently resides with **you**.

Fixed value

The value of **your vehicle** agreed by **you** and **us** and stated in the **schedule**.

Injury

Bodily injury caused solely and directly by violent, **accidental**, external, and visible means.

Loss

Physical loss, physical damage or physical destruction.

Market value

The reasonable sale price of **your vehicle**, as estimated by **us**, immediately before the **loss** taking into account:

- a. the year, make, model and specification of **your vehicle**; and
- b. the general condition of **your vehicle**, including mileage and hours;

but excluding the presence of any sign writing, **vehicle** wraps, or artwork on **your vehicle** unless otherwise advised and accepted by **us** in writing.

Period of insurance

The "Period of Insurance" shown in the **schedule**, commencing at 4:00pm on the first day of cover and expiring at 4:00pm on the last day of cover.

Reparation

An amount ordered by a New Zealand court to be paid to the victim of an offence pursuant to section 32 of the Sentencing Act 2002 (and/or any subsequent amendment or replacement Acts).

Schedule

The most recently dated schedule issued by **us** and any other notices **we** may issue from time to time during the **period of insurance**, including any policy endorsements.

Sum Insured

The "Sum Insured" shown in the **schedule**.

Total loss

Your vehicle is a total loss where:

- a. in **our** opinion following a **loss** to **your vehicle** is uneconomic or unsafe to repair; or
- b. **your vehicle** has been stolen and not recovered within 14 days of the theft being reported to **us**, subject to any additional period which **we** may reasonably require in order to carry out any investigations into the theft.

Vehicle

Any vehicle:

- a. described in the **schedule**; or
- b. acquired and advised to us pursuant to Policy Extension "Additions and deletions" (SP-PE1); or
- c. that is a substitute vehicle as stated in Optional Policy Extension "Loss of use/substitute vehicle hire" (SP-PE14);

including any **accessories** and any tools supplied by the **vehicle's** manufacturer whilst in or on the **vehicle**, but not including any signwriting, **vehicle** wraps or artwork on the **vehicle**.

We/us/our

Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) through its appointed agent Star Insurance Limited trading as Star Insurance Specialists and StarInsure.

Windscreen

Any part of **your vehicle** that is a windscreen, window, sunroof, headlight, fog light, permanently affixed spotlight, running light or tail light.

You, your

The person(s) or entity shown in the **schedule** as "The Insured".

X. Making a complaint

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. If this happens **we** want to hear about it so **we** can try and put things right.

Who to contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible, are to be sure that:

- a) **you** are talking to the right person, and
- b) **you** are giving them the right information.

Step 1 – Initiating your complaint

In the first instance, contact Star Insurance Specialists by calling or writing to **us** using the relevant details following:

The Complaints Officer – Star Insurance Specialists, PO Box 97 954, Manukau City, Auckland 2241
Email: admin@starinsure.co.nz

If **you** wish to provide written details, please ensure that **you** provide the following information in **your** communication:

- **Your** name and address
- **Your** Policy number
- The nature of **your** complaint

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

Step 2 – If you are still unhappy

If **your** complaint is one of the few that cannot be resolved by Step 1, please write to:

Berkshire Hathaway Specialty Insurance - Complaints Manager
Level 34, ANZ Centre, 23-29 Albert Street, PO Box 106 844, Auckland, NZ 1143
complaints.newzealand@bhspecialty.com

Please ensure that **you** quote **your** Policy number and state that **you** are Insured with a Star Insurance Specialists policy.

Step 3 – Beyond Berkshire Hathaway Specialty Insurance

If Berkshire Hathaway Specialty Insurance (BHSI) has given **you** their final response and **you** are still dissatisfied **you** may refer **your** case to the Insurance & Financial Services Ombudsman (IFSO). The IFSO is an independent body that resolves complaints about financial and insurance products. The IFSO will only consider complaints after BHSI has provided **you** with a 'deadlock' letter. BHSI will produce such a letter only when the BHSI internal complaints procedure has been exhausted.

The IFSO can be contacted at: PO Box 10-845 Wellington 6143
Ph. 0800 888 202
Email: info@ifso.nz

Roadside Assistance

If **you** have made an agreed additional payment and "Roadside Assistance" is shown on the **schedule**, **your vehicle** will be registered with a Journey On Standard membership with our roadside assistance provider, NZ Roadside Assistance LTD (NZRA). This provides 24-hour, 7-day roadside assistance. For roadside assistance call 0800 888 247. You will need to quote your vehicle registration.

Journey On Standard membership provides everything you need to get up and running again:

- Jump-start if your battery is flat
- Flat tyre replacement with your spare tyre
- Emergency fuel if you have run out
- Minor roadside repairs, such as replacement fuses, temporary repair to hoses etc
- Emergency windscreen assistance repair and replacement
- Key replacement, locksmith service or key courier service
- Driver assistance with directions
- Urgent message relay
- Emergency towing (transport for motorcycles) to the nearest place of safety if your motor vehicle cannot be mobilised.

Journey On Standard terms and conditions:

- Your vehicle must be currently warranted and registered, in a sound state of repair, and must be on or near a public road accessible by a 2WD vehicle.
- There is a limit of \$100 per callout, with a limit of three callouts in any twelve month period.
- Any emergency tow is to the nearest place of safety i.e. service station, garage, lockup, tow yard, or anywhere that gets your vehicle off the road and to a place of safety. The emergency tow is not subject to the \$100 callout limit.

Please note that this service is provided by NZRA and it is separate to this policy of insurance.

For questions about the service, please contact NZRA on 0508 697 623 and state that you are a Journey On Standard member.

Notes

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a solid black header bar at the top of the page. The paper appears to be part of a notebook or a document template.





Meet the Star Family



