

Trade Me Insurance

Car third party only cover



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Welcome to Trade Me Insurance.

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Third party only cover** policy wording, underwritten by Tower Insurance Limited.

We want to make insurance simple and easy.

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you how our different policies compare.

It's just one thing we do to give you a little more confidence in your insurance cover.

- 1. Start here**
These are the basics of your policy.
- 2. These are your benefits**
What you're covered for - page 11.
- 3. Responsibilities and exclusions**
What you must do, and what isn't covered - page 12.
- 4. Making a claim**
Information about making your claim with us - page 17.
- 5. Other stuff**
This is important too, like what to do if you have a concern - page 22.
- 6. Glossary**
Some words have special meanings - page 25.

As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is an internationally recognised plain language quality mark.



WriteMark
Plain Language Standard

Compare your benefits

Choosing what's right for you can be difficult, but we've made it easy with this comparison table.

This is a summary only. You can find full details of your cover beginning from **page 8** of this document.

You've chosen Third party only cover. If you'd like to change your level of cover, please email us at team@trademeinsurance.co.nz

	Comprehensive cover	Third party, fire and theft cover	Third party only cover
Liability protection	✓ \$20m	✓ \$20m	✓ \$20m
Bodily injury including reparation	✓ \$100,000	✓ \$100,000	✓ \$100,000
Legal defence costs	✓ \$5,000	✓ \$5,000	✓ \$5,000
Marine general average	✓ \$20m	✓ \$20m	✓ \$20m
Fire and theft cover	✓ Agreed	✓ Market	✗
Collision cover	✓ Agreed	✗	✗
Claims that were not your fault	✓	✓	✓
No claims bonus	✓	✓	✓
Towing	✓	✓	✗
Temporary storage	✓	✓	✗
Transport costs	✓ \$500	✓ \$250	✗
One event – one excess	✓	✓	✗
Replacement and additional cars	✓ Market	✓ Market	✗
Stolen from a locked garage	✓ No excess	✓ No excess	✗
Tower recommended repairer	✓	✓	✗
Repair guarantee	✓	✓	✗

	Comprehensive cover	Third party, fire and theft cover	Third party only cover
Natural disaster damage	✓	✗	✗
Optional benefits			
RoadWise roadside breakdown service	✓ Optional	✓ Optional	✓ Optional
Accessories and modifications	✓ Optional \$2,000 or \$5,000	✓ Optional \$2,000 or \$5,000	✗
Rental vehicle hire for loss of use	✓ \$1,000	✓ \$750	✗
Windscreen and window glass excess buyout	✓ Optional	✓ Optional	✗
No cover for under 25 year old drivers	✓ Optional	✗	✗

How your policy works

Your Trade Me Car insurance – Third party only cover consists of two documents: this policy wording and your certificate of insurance.

Make sure you read your policy wording and your certificate of insurance so you understand what you're covered for and what your responsibilities are.

This policy wording describes the benefits, exclusions, responsibilities and limits of your cover.

Your certificate of insurance tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

We agree to cover you according to the terms outlined in these two documents, as long as you've paid the premium due.

Please check we've got things correct. If there is an error of any sort, if your needs are not met or if you're in doubt then please contact us at team@trademeinsurance.co.nz

Words with special meaning

In this policy some words have a special meaning, for example, 'loss'. You can find out what all of those words are and what they mean in the **Glossary on page 25**.



Please check we've got things correct. If there is an error of any sort, if your needs are not met or if you're in doubt then please contact us at team@trademeinsurance.co.nz

The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready. Here's what to do and when.

What you do

1

- Make sure you're safe
- Make sure your property is safe
- Call the police if required
- Take photos of the damage if you can
- Call us if you need immediate assistance on 0800 950 145

2

- Check your policy wording
- Collect up any documents required
- Start an inventory of losses
- Go online to trademeinsurance.co.nz and complete a claims lodgement form

What we'll do

3

- Explain how the claims process works
- Lodge the claim with you
- We may ask for more information
- Tell you what's going to happen next
- Arrange an assessor if required
- Decide whether the claim fits the terms of your policy
- Clearly explain why if it doesn't fit

4

- Process your claim as fast as we can
- Keep you informed of what's happening
- Settle your claim as soon as we can

What your cover includes

What we include

We cover the car shown on your certificate of insurance, including any of the following supplied by the manufacturer:

1. attached equipment and options
2. tools and breakdown equipment

What we do not include

Your car does not include:

1. any modifications from the maker's standard specifications for the model and year of manufacture unless we've agreed to this and it is noted on your certificate of insurance. A conversion of your car to run on CNG, LPG or BioGas will be included in this policy so long as the conversion complies with the appropriate New Zealand Standard and has a current Certificate of Fitness
2. any cover for tyres, unless the loss was malicious or it occurs at the same time as other loss to your car and we've accepted your claim
3. personal effects and other contents left in the car. These will need to be covered under a separate contents policy
4. any business or professional tools or items left in the car.

What your car can be used for

Your car is covered only while it is being used for social, domestic or private purposes. This includes being used for community or charity work or getting to and from work in New Zealand.

Who can drive your car

We provide cover for anyone driving your car with your permission.

You must tell us if anyone becomes a new regular driver of your car, or if any person covered by this policy is charged with a criminal or traffic offence. Refer to the section **You have certain responsibilities on page 16** for full details.

We do not cover cars with other insurance

This policy does not cover any loss or liability if you're covered for that same loss or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy with another insurer.

What your car is insured for

Liability protection

This is your third party cover

We'll cover you for your legal liability for claims made against you for accidental physical property damage occurring during the period of insurance in New Zealand involving:

1. your car
2. any trailer or caravan attached to your car
3. any car not owned by you that you're using with the owner's permission.

(Legal liability means being responsible for accidentally causing damage to someone else's property.)

We'll cover any other person using your car with your permission so long as that person complies with the terms and conditions of this policy.

You also have cover under this benefit for:

1. your liability arising from bodily injury occurring in New Zealand (including for reparation)
2. defence costs if you're charged with manslaughter or dangerous driving causing death from an accident where you're the driver and we've accepted your claim
3. all costs and expenses incurred by you with our approval in defending claims under third party cover

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please email us at team@trademeinsurance.co.nz and we'll explain it to you.

4. your share of any marine loss costs that you become liable for because of deliberate loss or damage in time of danger to prevent the loss of a ship and/or cargo while your car is being carried by that ship between ports in New Zealand waters.

Limits

We'll pay up to \$20,000,000 in total during the period of insurance including up to:

1. \$5,000 for defence costs if you're charged with manslaughter or dangerous driving, and
2. \$100,000 for liability arising from bodily injury to a person (including reparation).

If you have liability cover with us under any other policy, then we'll only pay under one policy for each event.



Your policy includes automatic benefits

Claims that were not your fault

You'll keep your no claims bonus and you won't pay an excess if you've been involved in an accident during the period of insurance, and:

1. you've identified the party at fault (name, phone number, and registered number of that other party's vehicle), and
2. we're satisfied that the other party was more than 50% at fault.

No claims bonus

If you're eligible for a no claims bonus, we'll adjust your premium to reflect this.

Your premium may still increase at renewal for other reasons even though you receive a no claims bonus.



Optional benefit

Cover is provided under this optional benefit when it is shown as applying on your certificate of insurance.

RoadWise® roadside breakdown service

If you've chosen this optional benefit you have access to the RoadWise programme. This programme does not form part of this policy. You can refer to our website for the terms and conditions of this programme.

Limit

This optional benefit is not available for vehicles greater than 3.5 tonnes or longer than five metres.



What you're not covered for

These are your policy exclusions

Your policy does not cover liability for:

1. ACC personal injury
personal injury where cover is provided to any extent under the Accident Compensation Act 2001, or any amendment or replacement Act.
2. Bodily injury
bodily injury to you or any person in charge of your car.
3. Hire or lease
any car that you're hiring or leasing (unless the leasing company is named as an interested party).
4. Loss to your property
loss of or damage to property belonging to or under the care, custody or control of you or your driver or being conveyed in or loaded or unloaded from your car. However, this exclusion does not apply to any disabled car being towed by your car for no financial gain or reward.
5. Where you've agreed to accept responsibility
loss or damage if you or your driver have agreed with any party to accept responsibility for any loss or damage when the law would not have held you or your driver responsible.

Your policy does not cover you if your car is being driven by or is in the charge of anyone who:

1. Alcohol limit exceeded
has a blood or breath alcohol level that exceeds the legal limit.
2. Alcohol or drug related convictions
after a claim event is subsequently convicted of any alcohol or drug related offence in connection with driving or being in charge of your car.

3. Intoxication while driving
is under the influence of intoxicating substances or drugs (either prescribed or not) that has caused or contributed towards the covered loss or liability under this policy.
4. Leaving the scene of an accident
did not stop at or leaves the scene of an accident when it is an offence to do so.
5. Refusing testing
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.
6. Unlicensed drivers
does not have a legal licence to drive in New Zealand, or is not complying with the conditions of their licence.

These exclusions do not apply if the person who is in charge of your car has stolen it.

Your policy does not cover any loss, damage or liability arising from:

1. 48 hour stand-down
any loss that occurs within 48 hours of the start date of your policy caused by storm, flood, wildfire or landslip.
This exclusion does not apply:
 - a. if this policy started immediately after another policy that covered this risk, or
 - b. if this policy was taken out at the same time you purchased the car.
2. Confiscation by an authority
confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority, unless it is to prevent loss or damage covered by this policy.
3. Controlled drugs pollution or contamination
the pollution or contamination of your car by the manufacture, storage or use in the car of a 'precursor substance' or 'controlled drug', as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act.

4. Criminal and reckless acts
any criminal or reckless act or omission by you or by anyone in charge of your car. This exclusion does not apply to acts by any person who is in charge of your car after stealing it.
5. Driving unsafely
 - a. the car being used or driven in an unsafe or dangerous way, for example by overloading either the car or the trailer, or texting while driving
 - b. the car being driven in an un-roadworthy condition.
6. Fines and damages
aggravated, punitive or exemplary damages, fines, or penalties.
7. Nuclear and radiation risks
nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
8. Use of the car
the inability to use your car unconnected with loss covered by this policy.
9. Using the car for a purpose it was not designed for
a purpose other than for the purpose it was designed for, or not as a motor vehicle as defined in the Land Transport Act 1998 or any amendment or replacement Act.
10. Using the car for business or occupation activities
which includes, but is not limited to, use in connection with: motor trades, any form of selling and/or collection, insurance assessing, motor-driving instruction for reward, carriage of goods or samples, any trade or business, hire, carrying fare-paying passengers, or a stock and station agency.
11. Using the car for racing
sprinting, drag racing, pace-making, hill climbing, off-roading, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training.

12. Using the car off-road
using the car off-road, such as driving over open land, on beaches, riverbeds and sand dunes.

Your policy does not cover any claims for:

1. Faults and defects
the cost of remedying or repairing any defects.
2. Mechanical failure of the car
failure, breakage or breakdown of any part of the car, unless it occurs as a result of loss to your car and we've accepted your claim.
3. Wear, tear and depreciation
wear and tear or loss caused by the action of sunlight, depreciation or unrepaired damage.

However, resulting loss is covered. By resulting loss we mean secondary damage that occurs as a direct result of the excluded causes above 1 to 3.

Your policy excludes cover for war and terrorism

Your policy does not cover any loss, damage or liability arising directly or indirectly from, occasioned by, through, in consequence directly or indirectly of, or claim for:

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

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.



You have certain responsibilities

Here is a list of what you and any person in charge of your car with your permission must do.

1. You must be honest and fair with us. All your statements about this policy and any claim must be honest, correct and complete.
2. You must keep your car well maintained and in roadworthy condition. This means that the car must be maintained to a level where it would pass a warrant of fitness test by someone, other than you, who has the authority to do the test.
3. You must tell us immediately if anyone:
 - a. starts to use your car for any business purpose, including delivering food
 - b. modifies your car to change its performance
 - c. becomes a new regular driver of your car.
4. You must tell us immediately if you or any other person covered by this policy:
 - a. commits, is charged with, or is convicted of a criminal offence
 - b. commits, is charged with, or is convicted of a driving offence (but not parking offences)
 - c. is bankrupted or admitted into a no-asset procedure
 - d. has their driving licence suspended or cancelled, or has a special condition added to their licence
 - e. has a claim declined or a policy avoided
 - f. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if what you tell us is in our opinion, a substantial change in risk.

5. You and any person in charge of your car with your permission must:
 - a. take reasonable care to protect and maintain your car and to avoid legal liability, and
 - b. ensure that your car is securely locked when unattended.
6. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).

If you do not comply with your responsibilities under this section

You have certain responsibilities on page 16 we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy we'll give you seven days' notice emailed to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this we'll email notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.



How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim.

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

You have certain responsibilities at claim time

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here's a list of what you and any person in charge of your car with your permission must do at claim time.

Before you lodge your claim

You must:

1. Inform the Police if it appears that there has been arson, theft, burglary or malicious damage and provide details of the complaint to us. For example, the acknowledgement number.
2. Tell us as soon as possible:
 - a. if it is likely that you'll make a claim
 - b. if you or anyone else who may have cover under this policy is charged with any offence that resulted in loss of property, or caused bodily injury to someone else
 - c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further loss or liability.
4. Get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.

Once you've lodged your claim

You must:

6. Let us inspect the damaged car and deal reasonably with any salvage. No property may be abandoned to us.
7. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
8. Provide proof of purchase and/or proof of ownership of all items being claimed for.
9. Comply with all our requests about your claim by providing full cooperation, information and assistance.
10. Not discuss a claim made on you by another person with them. Instead, refer them to us.
11. Pay any applicable excess and any additional excess.
12. Let us instruct a solicitor of our choice to conduct your defence. You must follow the recommendations of that solicitor about the conduct or continuation of your defence.
13. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim

You must:

14. Make sure that any repairs are carried out promptly.
15. Cooperate fully in any action we take to recover money from other parties involved in your claim.
16. Let us take over for our own benefit and settle any legal right of recovery you may have.
17. Tell us if any person is ordered to make reparation to you for any loss or cost that was part of the claim. Reimburse us for that payment as soon as you receive any reparation.
18. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

If you do not comply with your responsibilities under this section

we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy we'll give you seven days' notice emailed to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this we'll email notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.

How we'll look after your claim

When you contact us to make a claim we'll:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator or other specialist to inspect the loss and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you all the information you need on how we'll settle your claim
7. if we decline your claim we'll clearly explain why.

What excesses you may need to pay

The excess is the amount of any claim that you're responsible for. The excess applies to each event that results in a claim. Where loss has been caused on multiple occasions or events, an excess will apply for each occasion or event.

Unless the benefit being claimed says it's excess-free you'll need to pay your excess.

Additional excesses apply when the car is being driven or in the control of:

1. an inexperienced driver
2. a driver who holds an International drivers licence unless that licence was issued in a country identified by the NZTA as being eligible to apply for an exemption from a practical test. These countries are detailed on their website
3. when an additional underwriting excess has been applied.

Your excess and any additional excesses that apply are detailed on your certificate of insurance.

How we'll settle your claim

We'll not pay more than the maximum amounts detailed for all benefits in this policy wording or on your certificate of insurance.



Other important information

You can cancel this policy

You can cancel this policy by notifying us either online or by email or phone. We'll refund the unused portion of your premium.

We may cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out in the headings:

1. **You have certain responsibilities on page 16**
2. **You have certain responsibilities at claim time on page 18**
3. **Making changes to this policy on page 22**

If we cancel your policy we'll refund your unused premium.

Free look period

If you're not completely happy with your policy, you can cancel it within 15 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

Making changes to this policy

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

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

1. to reflect any material changes to relevant law
2. to increase the level of existing cover, or add additional cover
3. if we're no longer able to secure reinsurance protection for perils covered by this policy

4. to allow for a material change in your (or your property's) risk profile
5. to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for us under current policy terms.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund your unused premium.

Other parties with a financial interest

You authorise us to disclose personal information about your insurance to any holder of a financial interest in the car.

This policy is under New Zealand law

New Zealand has jurisdiction

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

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

New Zealand currency and taxes apply

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

How we'll communicate with you

We'll communicate with you to your last notified email address.

The email address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your email address.

Talk to us if you have a concern

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, every now and then there'll be an issue that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information check out info.trademeinsurance.co.nz/contact-us



Glossary

Please note words in the singular can be in the plural and vice versa.

Accessory

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

Accidental

Unintended and unexpected by you.

Bodily injury

Accidental bodily injury to a person occurring during the period of insurance in New Zealand, including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

Car

The motor vehicle listed on your certificate of insurance

Certificate of insurance

The certificate of insurance first issued to you or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event).

Excess

The amount of any claim that you must bear as shown on your certificate of insurance and/or in this policy wording.

Loss

Sudden and accidental physical loss or sudden and accidental physical damage occurring during the period of insurance in New Zealand.

Modifications or modified

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

Period of insurance

The period shown on your certificate of insurance. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise, cover begins at the time you purchased this insurance. Cover ends at 11:59pm on the last day shown on your certificate of insurance, or at the effective time of cancellation.

Reparation

An amount ordered to be paid under Section 32 of the Sentencing Act 2002, or any amendment or replacement Act, by a New Zealand Court to a victim of an offence.

Unused premium

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

We, us or our

Tower Insurance Limited.

You or your

The persons named on your certificate of insurance as the insured. Where you jointly own the car, this policy insures you jointly.