

# FOUR WHEEL DRIVE INSURANCE



PRODUCED FOR  
MEMBERS & ASSOCIATE MEMBERS  
OF THE 4WD ASSOCIATION OF NEW ZEALAND

May 2010

# BENEFITS TO MEMBERS

1. A 4WD cover specially designed for the needs of off-road drivers - incorporating within the premium an automatic Loss of Use extension and both private and commercial usage.
2. The use of a broker who has the high level of qualification, experience and industry knowledge necessary to construct a policy which will respond to their specific requirements.
3. Our information and advice is free. We only obtain consideration from payment of premium.
5. A personal and rapid service.
6. An insurance broking service which differentiates itself from the opposition by taking an interest in the industry that it is servicing.
7. We are able to offer an instalment option for all insurance premiums.

# SUMMARY OF BENEFITS

1. The policy will cover your vehicle for damage and total loss should it be involved in an accident **on road or on safari or club events or trekking**.
2. The policy will cover your vehicle for market value (Refer to attached for clarification).
3. The policy will provide the following extensions:
  - a) Towing and recovery and storage.
  - b) Costs of hiring another vehicle.
  - c) Trailers.
  - d) Third party property damage.
  - e) Theft of personal effects.
  - f) No claim bonus protection (in event of an identified at-fault third party not compensating).
  - g) Loss of Use

NB: Please refer to the following for clarification of term, conditions and benefits.

**THIS POLICY DOES NOT COVER NON-REGISTERED COMPETITION OR  
NON-REGISTERED OFF ROAD VEHICLES.**

**Note:** The following is a summary of the benefits of the Policy. The exclusions of the cover are in the actual Policy wording. This document is for the purpose of introducing the cover to prospective buyers and is not to be considered the actual Policy wording. In the event of a claim the Policy wording terms and conditions will be used for the settlement of claims.

# 4WD ASSOCIATION MOTOR SCHEME

The insurer will pay for:

1. The repair of your vehicle, to reinstate or replace your vehicle. The amount that will be paid will not exceed the market value of the vehicle at the time of loss subject to:

In the event of total loss:

- a) The market value or the agreed value shall be paid.
- b) If the vehicle is under 12 months of age the insurers will pay for the costs of replacing the vehicle with a new vehicle.

2. Towing, storage and recovery of your vehicle to the nearest repairer, place of safety or other place approved by the insurers.

3. **Loss of Use**

If you have a claim under the policy, due to the vehicle being damaged during the events covered under the policy, then you are covered for the reasonable costs of hiring a substitute vehicle.

You are also covered for the cost of hiring a vehicle if your vehicle is stolen. Excess 7 days. The hire costs are limited to 60 days after the first 7 days making 67 in total.

4. **Trailers** are insured if connected to your vehicle at time of accident. This is limited to market value or \$500 whichever is the less.
5. Damage to **third party property** including substitute vehicle. It will not cover damage to other people's goods in your care, custody and control.
6. **Legal Costs** are covered subject to written agreement of the insurers.

Limit of Indemnity \$2,000,000.

7. Covers **theft of personal effects** from your vehicle or accidental damage to such effects. The maximum payable under any one claim is \$500.
8. **Weight Damage** – If, due to the weight of your vehicle, third party property is damaged the policy will cover the costs of repairing that damage.

9. **Windscreens** and window glass damage. Normal road use is covered without an excess. If, however, the windscreen or window glass is broken whilst off road, then this damage is not claimable.

#### 10. **Completion of Journey Costs**

If the vehicle is damaged due to an accident covered by this policy then the policy will cover the reasonable costs incurred by:

a) Hiring another vehicle of similar make and model to complete the journey or returning the insured driver back to where the journey commenced.

plus

b) Returning the vehicle back to its normal place of abode following its repair

plus

c) Recovery costs in the event of theft or conversion.

#### 11. **Exemplary Damages**

#### 12. **Invalidation**

Should your vehicle be driven by a person who:

- Is not the holder of a valid driving licence.
- Is under the influence of alcohol.
- Is under the influence of drugs.
- Is driving the vehicle beyond the manufacturers specifications

then the insurers will cover the vehicle and third party damage if the vehicle is:

- Being driven without your knowledge or consent
- or
- The insured has not waived any rights of recovery against the known driver.

Excess for this section is \$1,000 each and every claim.

#### 13. **Salvage & Safety**

This covers the reasonable costs to salvage or recover the insured vehicle plus the costs of ensuring its safety and delivery to a place suitable for repair or inspection.

#### 14. Uninsured Third Party Protection

If the Third Party has no valid insurance then your No Claim Bonus is protected. This is no deductible if:

- The third party was at fault.
- The third party identity is established.
- You cannot make any recovery from the third party.

**Note:** The vehicle will be insured whilst crossing rivers, streams, etc, but it will not cover loss or damage to the motor due to ingestion of water.

# DEFINITIONS

**Accident:** Means an unforeseen and unintended happening or event occurring anywhere within New Zealand. Accidental refers to "Accident" as defined above.

**Description of Use:** This Policy applies while the insured vehicle is being driven for private, social or domestic purposes, including whilst on Four Wheel Drive Safaris, and club events. Excluding competition events.

**Driven:** Includes the Insured Vehicle or any component being used or operated, and reference to the driver will be deemed to include the user or operator of any component, whether or not the driver.

**Insured:** Means the Insured named in the Schedule and any driver authorised by the Insured named in the Schedule to drive the Insured Vehicle at the time and place of Loss or Liability. Where there is more than one Insured named in the Schedule this Policy insures them jointly.

**Insured Vehicle:** Means any motor vehicle or trailer specified in the Schedule including all accessories, spare parts and load securing equipment in or on the Insured Vehicle, but excluding any item of electrical or communication equipment not permanently affixed to the vehicle and wired into the vehicle's electrical system.

**Loss:** Means sudden physical loss, damage or destruction to an Insured Vehicle caused by an Accident.

**Market Value:** Means the price for which the Insured could purchase the same or a comparable vehicle of similar pre-Loss age and condition.

**Safari:** Means any organised and controlled on-road or off-road club events or activities, including touring and safaris.

**Schedule:** Means the most current Schedule and endorsements issued to the Insured and includes any subsequent Schedule and endorsements which may be issued if the insurance is renewed.

**Scope of Cover:** As specified in the Schedule:

- i) **"Comprehensive":** All Sections apply; or
- ii) **"Third Party liability only":** Only Section 2 and the Uninsured Third Party Protection extension under Section 1 apply;

- iii) **“Third Party, Fire, Theft and Conversion”**: Only Sections 1 & 2 apply, however, in respect of Section 1 the cover is restricted to Loss caused directly by fire; lightning; explosion; theft or conversion of the whole vehicle and Loss covered by the Uninsured Third Party Protection extension.

## **POLICY EXCESSES**

**Section 1** – Damage to Insured vehicle for on-road claims - \$250 plus under age excess. Windscreen claims are paid and free of excess.

Off road claims - \$750 plus under age excess. Windscreen claims are not paid.

**Section 2** – Damage to Third Party Property  
Nil excess.

**Invalidation Claims**  
\$1,000 excess.

**Loss of Use Claims**  
Excess of first seven days.

# RURAL FIRE SERVICES LEVY INSURANCE

You may have noted in recent 4WD publications that Motor Vehicle insurance - even the Barley Insurances Ltd comprehensive 4WD cover - does **not** cover levies imposed under the Rural Fire Services Act. Most people aren't aware of how the Rural Fire Services Act works so to clarify the situation, we will give you two scenarios to explain how it works.

## Scenario 1

Your vehicle goes off the road or your hot exhaust causes a fire in the forest. **In this particular instance your motor vehicle policy will pay for the costs** associated with putting out the forest fire, up to the maximum limit of indemnity under the motor vehicle liability section.

## Scenario 2

You are in a wilderness area or the bush on your own, totally unaware of a fire which is being extinguished by the Forestry Department or Fire Service. This fire is within a 5 mile radius of your location and you - along with other people who are in the area - have been noted by the Forestry Department as being in this region at the time.

Under the Rural Fire Services Act, simply because you were within the region of the fire (not caused by you) you, along with all the other people in the area at the time, **will get charged with the cost of extinguishing that fire**. If there are 10 people in the area, the cost is split 10 ways. If you are the only one in the area - the cost is all yours. This is **not covered by your motor vehicle policy** or by any other policy available in the market.

## The Good News ....

is that we at Barley Insurances have identified this major exposure and we have a supplier who is prepared to cover this levy. Excess is \$500 each and every claim. The cover options are:

Limit of \$500,000	\$74.75 per annum
Limit of \$1 million	\$138.00 per annum
Limit of \$2.5 million	\$209.88 per annum

(Prices include 15% GST)

Please phone us to discuss these options.

We trust that you will immediately recognise the benefits of having this cover which is not available through any other insurer.

# ABOUT BARLEY INSURANCES LTD

- **Barley Insurances Ltd** have been in operation since August 1998 and have secured a significant number of accounts in both the domestic and commercial markets, with appointment as Preferred Broker to the Export Institute of New Zealand and Franchise Association of NZ.
- **Barley Insurances Ltd** has the resources to place risks at Lloyds of London.
- **Barley Insurances Ltd** has an ongoing programme of training in order to remain up to date on technical and industry changes.
- **Barley Insurances Ltd** have indepth knowledge of most forms of insurance.
- **Barley Insurances Ltd** will handle all claims on your behalf to a satisfactory conclusion.
- **Barley Insurances Ltd** have an indepth knowledge of franchising and the insurances required. We are also an Associate Member of the Franchise Association of New Zealand.
- **Barley Insurances Ltd** take ownership and responsibility for the advice given to clients.
- **Barley Insurances Ltd** has available the following suppliers of insurance products:
  - QBE Insurance (International) Ltd
  - Lumley General Insurance Ltd
  - Vero Marine/Liability
  - Chartis
  - NZI Insurance Company/IAG
  - AIA
  - Zurich