

Changes to the Sentencing Amendment Act 2014

The following document outlines the full policy wording changes in relation to the Sentencing Amendment Act 2014

Section	Current Wording	New Wording
<p>Your legal liability Section 2 'What you are covered for'</p>	<p><i>New clause</i></p>	<p>Reparation You are covered for your legal liability to pay reparation to a victim who has suffered accidental loss of property or bodily injury as a result of your committing an offence during the period of cover in connection with your use of a vehicle in New Zealand (including transit between places in New Zealand).</p> <p>Provided that:</p> <ol style="list-style-type: none"> 1. you or any other person entitled to cover under this benefit must tell us immediately if you or they are charged with any offence in connection with the use of the car or a vehicle, which resulted in loss of property or bodily injury to another person; and 2. we must give our written approval before any offer of reparation is made. <p>There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:</p> <ol style="list-style-type: none"> 1. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, 2. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, 3. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever. <p>Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.</p>



<p>Your legal liability Section 2 ‘What you are covered for’</p>	<p>Other person’s legal liability We will cover the legal liability of any other person caused by or through or in connection with their use of the car or trailer occurring during the period of cover, in the same manner as we cover you, provided:</p> <ol style="list-style-type: none"> 1. such use has your permission, and 2. their liability is not covered by any other insurance, and 3. the person using the car meets all the same terms of this Policy that you must meet. 	<p>Other person’s liability We will cover the legal liability, including legal liability to pay reparation, of any other person caused by or through or in connection with their use of the car or trailer occurring during the period of cover, in the same manner as we cover you, provided:</p> <ol style="list-style-type: none"> 1. such use has your permission, and 2. their liability is not covered by any other insurance, and 3. the person using the car meets all the same terms of this Policy that you must meet.
<p>Your legal liability Section 2 ‘What you are not covered for’</p>	<ol style="list-style-type: none"> 1. You are not covered for liability for loss to any property: <ol style="list-style-type: none"> a. owned by you or anyone we cover and who claims under this Policy, or b. in your care or in the care of anyone we cover under this Policy other than for: <ol style="list-style-type: none"> i. a disabled vehicle being towed without charge by any vehicle, or ii. clothing, personal effects and luggage being carried by and belonging to any passenger in any vehicle, or c. being carried by or loaded into or unloaded from any vehicle or a caravan or trailer attached to any vehicle other than specified under (b) (i) above. <p><i>New clause</i></p>	<ol style="list-style-type: none"> 1. You are not covered for liability, including liability for reparation, for loss to any property: <ol style="list-style-type: none"> a. owned by you or anyone we cover and who claims under this Policy, or b. in your care or in the care of anyone we cover under this Policy other than for: <ol style="list-style-type: none"> i. a disabled vehicle being towed without charge by any vehicle, or ii. clothing, personal effects and luggage being carried by and belonging to any passenger in any vehicle, or c. being carried by or loaded into or unloaded from any vehicle or a caravan or trailer attached to any vehicle other than specified under (b) (ii) above. 4. You are not covered for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament. <i>(Previous clause 4 is now clause 5)</i>
<p>Your legal liability Section 2 ‘What we will pay’</p>	<p>Amount payable for property damage We will pay for:</p> <ol style="list-style-type: none"> 1. liability for loss to property, and 2. reasonable costs and expenses incurred with our approval, and 3. costs awarded against you by a Court. <p>The most we will pay is \$20,000,000 for any event. The excess does not apply to this Benefit.</p>	<p>Amount payable for property damage We will pay for:</p> <ol style="list-style-type: none"> 1. liability, including liability for reparation, for loss to property, and 2. reasonable costs and expenses incurred with our approval, and 3. costs awarded against you by a Court. <p>The most we will pay is \$20,000,000 for any event. The excess does not apply to this Benefit.</p>



	<p>Amount payable for bodily injury</p> <p>We will pay for:</p> <ol style="list-style-type: none"> 1. liability for bodily injury, and 2. reasonable costs and expenses incurred with our approval, and 3. costs awarded against you by a Court. <p>The most we will pay is \$1,000,000 for any event. The excess does not apply to this Benefit.</p>	<p>Amount payable for bodily injury</p> <p>We will pay for:</p> <ol style="list-style-type: none"> 1. liability, including liability for reparation, for bodily injury, and 2. reasonable costs and expenses incurred with our approval, and 3. costs awarded against you by a Court. <p>The most we will pay is \$1,000,000 for any event. The excess does not apply to this Benefit.</p>
<p>Your legal liability Section 2 Automatic additional benefits ‘Manslaughter defence costs’</p>	<p>We will pay:</p> <ol style="list-style-type: none"> 1. legal defence costs necessarily and reasonably incurred, to defend a charge of manslaughter, or reckless driving causing death, or dangerous driving causing death or careless driving causing death, and <p><i>New clause</i></p>	<p>We will pay:</p> <ol style="list-style-type: none"> 1. legal defence costs necessarily and reasonably incurred, to defend a charge of manslaughter, or dangerous driving causing death or careless driving causing death, and <p>Section 2 ‘What you are not covered for’ – clause 4 (offences) does not apply to this Additional Benefit.</p>
<p>Policy exclusions that apply to all parts of this Policy</p>	<p><i>New exclusions</i></p>	<p>Alcohol, drugs and other intoxicating substances</p> <p>There is no cover under this Policy if the driver of the vehicle or the person using the vehicle:</p> <ol style="list-style-type: none"> 4. fails or refuses to stop, or remain at the scene, following an accident (as required by law). <p>Intentional or reckless acts</p> <p>You are not covered for any loss or liability arising from any intentional or reckless act or omission.</p>



<p>How to claim</p>	<p><i>New clauses</i></p>	<p>What you must do If anything happens that may lead to a claim under this Policy, you must: 8. tell us immediately if you are charged with any offence in connection with the use of the car or a vehicle which resulted in loss of property or bodily injury to another person.</p> <p>What you must obtain our agreement to do You must obtain our agreement before you: 3. negotiate, offer to pay or pay any reparation, including but not limited to, offers made as part of any case management conference or sentencing hearing , or <i>(Previous clause 3 is now clause 4)</i></p>
<p>Definitions</p>	<p>accident unexpected and unintended by you and anyone using the vehicle.</p> <p><i>New definition</i></p> <p><i>New definition</i></p>	<p>accident unexpected and unintended by you and anyone using the car or any vehicle.</p> <p>reckless taking a risk either an ordinary person would know of, or which is actually known to you but which you choose to ignore.</p> <p>reparation an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.</p>

Important Note: Daimler Insurance refers to the insurance policy, and is arranged by Aon New Zealand as the broker with NZI, a business division of IAG New Zealand Limited as the insurer.

