

# Mercedes-Benz Insurance

## 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><b>Your legal liability</b> <b>Section 2</b> <b>'What you are covered for'</b></p>	<p><i>New clause</i></p>	<p><b>Reparation</b> <b>You</b> are covered for <b>your</b> legal liability to pay <b>reparation</b> to a victim who has suffered <b>accidental loss</b> of property or <b>bodily injury</b> as a result of <b>your</b> committing an offence during the <b>period of cover</b> in connection with <b>your use</b> of a <b>vehicle</b> in New Zealand (including transit between places in New Zealand).</p> <p>Provided that:</p> <ol style="list-style-type: none"><li>1. <b>you</b> or any other person entitled to cover under this benefit must tell <b>us</b> immediately if <b>you</b> or they are charged with any offence in connection with the <b>use</b> of the <b>car</b> or a <b>vehicle</b>, which resulted in <b>loss</b> of property or <b>bodily injury</b> to another person; and</li><li>2. <b>we</b> must give <b>our</b> written approval before any offer of <b>reparation</b> is made.</li></ol> <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"><li>1. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,</li><li>2. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,</li><li>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.</li></ol> <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><b>Your legal liability</b> <b>Section 2</b> <b>‘What you are covered for’</b></p>	<p><b>Other person’s legal liability</b> <b>We</b> will cover the legal liability of any other person caused by or through or in connection with their <b>use</b> of the <b>car</b> or <b>trailer</b> occurring during the <b>period of cover</b>, in the same manner as <b>we</b> cover <b>you</b>, provided:</p> <ol style="list-style-type: none"> <li>1. such <b>use</b> has <b>your</b> permission, and</li> <li>2. their liability is not covered by any other insurance, and</li> <li>3. the person <b>using</b> the <b>car</b> meets all the same terms of this Policy that <b>you</b> must meet.</li> </ol>	<p><b>Other person’s liability</b> <b>We</b> will cover the legal liability, <b>including legal liability to pay reparation</b>, of any other person caused by or through or in connection with their <b>use</b> of the <b>car</b> or <b>trailer</b> occurring during the <b>period of cover</b>, in the same manner as <b>we</b> cover <b>you</b>, provided:</p> <ol style="list-style-type: none"> <li>1. such <b>use</b> has <b>your</b> permission, and</li> <li>2. their liability is not covered by any other insurance, and</li> <li>3. the person <b>using</b> the <b>car</b> meets all the same terms of this Policy that <b>you</b> must meet.</li> </ol>
<p><b>Your legal liability</b> <b>Section 2</b> <b>‘What you are not covered for’</b></p>	<ol style="list-style-type: none"> <li>1. <b>You</b> are not covered for liability for <b>loss</b> to any property: <ol style="list-style-type: none"> <li>a. owned by <b>you</b> or anyone <b>we</b> cover and who claims under this Policy, or</li> <li>b. in <b>your</b> care or in the care of anyone <b>we</b> cover under this Policy other than for: <ol style="list-style-type: none"> <li>i. a disabled vehicle being towed without charge by any <b>vehicle</b>, or</li> <li>ii. clothing, personal effects and luggage being carried by and belonging to any passenger in any <b>vehicle</b>, or</li> </ol> </li> <li>c. being carried by or loaded into or unloaded from any <b>vehicle</b> or a caravan or trailer attached to any <b>vehicle</b> other than specified under (b) (i) above.</li> </ol> </li> </ol> <p><i>New clause</i></p>	<ol style="list-style-type: none"> <li>1. <b>You</b> are not covered for liability, <b>including liability for reparation</b>, for <b>loss</b> to any property: <ol style="list-style-type: none"> <li>a. owned by <b>you</b> or anyone <b>we</b> cover and who claims under this Policy, or</li> <li>b. in <b>your</b> care or in the care of anyone <b>we</b> cover under this Policy other than for: <ol style="list-style-type: none"> <li>i. a disabled vehicle being towed without charge by any <b>vehicle</b>, or</li> <li>ii. clothing, personal effects and luggage being carried by and belonging to any passenger in any <b>vehicle</b>, or</li> </ol> </li> <li>c. being carried by or loaded into or unloaded from any <b>vehicle</b> or a caravan or trailer attached to any <b>vehicle</b> other than specified under (b) (ii) above.</li> </ol> </li> <li>4. <b>You</b> 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></li> </ol>
<p><b>Your legal liability</b> <b>Section 2</b> <b>‘What we will pay’</b></p>	<p><b>Amount payable for property damage</b> <b>We</b> will pay for:</p> <ol style="list-style-type: none"> <li>1. liability for <b>loss</b> to property, and</li> <li>2. reasonable costs and expenses incurred with <b>our</b> approval, and</li> <li>3. costs awarded against <b>you</b> by a Court.</li> </ol> <p>The most <b>we</b> will pay is \$20,000,000 for any <b>event</b>. The <b>excess</b> does not apply to this Benefit.</p>	<p><b>Amount payable for property damage</b> <b>We</b> will pay for:</p> <ol style="list-style-type: none"> <li>1. liability, <b>including liability for reparation</b>, for <b>loss</b> to property, and</li> <li>2. reasonable costs and expenses incurred with <b>our</b> approval, and</li> <li>3. costs awarded against <b>you</b> by a Court.</li> </ol> <p>The most <b>we</b> will pay is \$20,000,000 for any <b>event</b>. The <b>excess</b> does not apply to this Benefit.</p>



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



<p><b>How to claim</b></p>	<p><i>New clauses</i></p>	<p><b>What you must do</b>          If anything happens that may lead to a claim under this Policy, <b>you</b> must:          8. tell <b>us</b> immediately if <b>you</b> are charged with any offence in connection with the <b>use</b> of the <b>car</b> or a <b>vehicle</b> which resulted in <b>loss</b> of property or <b>bodily injury</b> to another person.</p> <p><b>What you must obtain our agreement to do</b>  <b>You</b> must obtain <b>our</b> agreement before <b>you</b>:          3. negotiate, offer to pay or pay any <b>reparation</b>, 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><b>Definitions</b></p>	<p><b>accident</b>          unexpected and unintended by <b>you</b> and anyone <b>using</b> the <b>vehicle</b>.</p> <p><i>New definition</i></p> <p><i>New definition</i></p>	<p><b>accident</b>          unexpected and unintended by <b>you</b> and anyone <b>using</b> the <b>car or any vehicle</b>.</p> <p><b>reckless</b>          taking a risk either an ordinary person would know of, or which is actually known to <b>you</b> but which <b>you</b> choose to ignore.</p> <p><b>reparation</b>          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: Mercedes-Benz 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.

