



Southbury
INSURANCE



PRIVATE MOTOR VEHICLE
INSURANCE

Southbury Insurance Limited Contact Details

0508 SOUTHBURY
(0508 768 842)

Customer Services

PO Box 3939
Shortland Street
Auckland



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About Southbury Insurance Limited Private Motor Vehicle Insurance

Private Motor Vehicle Insurance is designed to protect Your Vehicle from Accidental Loss and You from liability to others.

Other products

Southbury Insurance provides a range of other products designed to cover your personal risks. These include Loan Repayment Insurance, Guaranteed Asset Protection Insurance and Mechanical Breakdown Insurance.

For further information

Our knowledge, expertise and experience are always available to you. If you need any further information about this Policy, or any other products We provide, contact Southbury Insurance at PO Box 3939 Shortland Street, Auckland or Tel: 0508 Southbury (768 842); Fax: (09) 308 1115; Email: enquiry@southbury.co.nz; Web: www.southbury.co.nz.

Southbury Private Motor Vehicle Insurance

Private Motor Vehicle Insurance is designed to protect Your Vehicle from accidental Loss and You from liability to others.

Your Policy

This insurance policy is underwritten by Lumley Insurance (We, the Insurer, Our or Us).

This policy is between Us and You.

Your policy consists of this policy wording, any Proposal or declaration, the Schedule(s) including any endorsements or other agreed modifications to this policy document and including any elements of the Proposal which are voice recorded. It is issued on the basis of any information You gave to Us before We issued the policy to You.

In return for the premium, We will provide the insurance cover explained in this policy and accept liability to meet valid claims made under the policy. No claim will be payable if at the time of Loss any premium due has not been paid.

Please read this document carefully to ensure You understand the policy and that the cover described here meets Your requirements.

For Further Information

Our knowledge, expertise and experience are always available to You. If You need any further information about this policy contact Us at PO Box 3939, Shortland Street, Auckland or Freephone 0508 768 842; Fax: 09 308 1115; Email: enquiry@southbury.co.nz; Web: www.southbury.co.nz.

Period of Insurance

The period of insurance is the period described as such in the policy. It starts on the Commencement Date. However, this policy only comes into force on the later of:

- Our acceptance of Your Proposal; or
- The Commencement Date; or
- When You have paid the agreed premium.

This Policy ends at the earlier of:

- at 4.00 pm at the end of the period of insurance; or
- at 4.00 pm on the day the policy lapses for non-payment of premium; or
- at 4.00 pm on the day the policy terminates following cancellation; or
- when We pay a Total Loss claim; or
- in respect of any insured Vehicle if that Vehicle is sold or disposed of (whichever happens first).

General Conditions

All the conditions and obligations of this policy must be complied with, or We may decline Your claim.

Disclosure/Accuracy of statements

We have issued this policy based on the information You have provided Us. You must tell Us everything that may be relevant to Our decision as to whether We issue, continue or renew this cover, including (but not limited to) criminal activity or associations or convictions to the maximum extent permitted by the Criminal Records (Clean Slate) Act 2004, bankruptcy or insolvency, hazardous pursuits, or any other circumstances giving greater than normal risk of Loss - note, this is not an exhaustive list.

All statements made in relation to this policy or in any claim must be correct in every respect. Otherwise, We are entitled to decline Your claim or avoid Your policy from its inception.

Change in circumstance

If there are changes to any circumstances relevant to this insurance You must immediately notify Us in writing.

Care of insured property

You must maintain the insured property in good repair and take all reasonable steps to safeguard it against Loss.

Reckless, wilful or deliberate acts

You must not cause or facilitate Loss or incur any liability through any reckless, deliberate or wilful act nor must You knowingly allow or permit anyone else to cause Loss or liability in this way.

Making a claim

You must:

- immediately tell Us by Freephone 0508 768 842 of any event that might result in a claim
- immediately tell the Police if property is lost or if You suspect theft, burglary, arson or malicious damage
- do as much as You can to minimise any Loss or liability
- give Us free access to examine and assess any Loss or liability
- take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses
- immediately send Us any relevant communication received from any other person
- fully co-operate with Us and complete any documentation We require, including statements on oath.

It is a requirement of this policy that You do not:

- without Our prior written consent, dispose of any property involved in a claim on this insurance policy
- without Our prior written consent, incur any expense in making good any Loss, or incur any expense, except as is necessary to minimise any Loss or safeguard property
- admit responsibility for any Loss or liability, or try to negotiate, defend or settle any claim Yourself

Subrogation

We have the sole right and option to act in Your name and on Your behalf to negotiate, defend or settle any claim and to take over for Our own benefit and settle any legal right of recovery You may have, including any counter claim. If We do this, it will be at Our own expense.

Other people's obligations

Any other person entitled to cover under this policy must meet the same conditions and obligations that You are required to meet, wherever this is applicable. Otherwise, this insurance policy may not cover them, or You.

Your Cover

The type of cover You have is full cover; this means You have cover under Section 1: Cover for the Vehicle; and Section 2: Cover for legal liability.

Use of the Vehicle

This insurance policy only applies in the following circumstances:

- if the Loss occurs in New Zealand
- if the Vehicle is being driven by You or any other person with Your permission (unless specifically excluded by this policy), and the driver holds the appropriate motor driver's licence which is in full force and effect and is not breaching any of the licence conditions. (These restrictions do not apply if any person steals or illegally converts Your Vehicle, but You must lay a complaint with the Police).
- if the Vehicle is being used for any of the following purposes:
 - private, social, domestic or community work
 - farm work
 - business or professional purposes but only if it is not excluded, and the distance travelled by the Vehicle in any twelve (12) month period is less than 40,000 kilometres.

You are not insured if any Vehicle is being used for any of the following purposes:

- as a courier or for any similar commercial activity
- in connection with the motor trade, other than while being repaired or serviced
- to carry fare paying passengers
- preparing or practising for, or taking part in or imitating any race, time trial, rally, sprint or drag race, or any similar motor sport, event, demonstration or test
- on any race track
- under any type of hire arrangement
- by a motor driving instructor unless it is to teach You or a member of Your immediate Family to drive.

'Innocent Party' Protection

If You are involved in an Accident which is caused by the driver of another vehicle, Your Excess will be refunded if You can:

- establish the identity and address of the other driver, and
- prove to Our satisfaction that the other driver was more to blame than You and We are able to recover the amount of Your Excess from the other driver.

Section I: Cover for the Vehicle

What You are insured for

This insurance policy covers You for:

- Accidental Loss to the Vehicle during the period of insurance
- the reasonable cost of removing the Vehicle to the nearest safe place and the reasonable storage costs if:
 - You have a valid claim, and
 - the Vehicle is not in a driveable condition because of an Accident.

We can choose to:

- reimburse You (or pay Your repairer) for reasonable costs actually incurred to repair the Vehicle, or
- pay You the amount equivalent to the cost of having the Vehicle repaired (however, if new or replacement parts are not available, We will only pay the latest known list price of the parts and if there is no list price, We will pay the list price of the nearest equivalent parts of a reasonably comparable vehicle), or
- pay You the Market Value of the Vehicle immediately before the Accident and keep the Vehicle, or
- pay You the difference between the Market Value of the Vehicle immediately before and the value immediately after the Accident, or
- pay You the sum insured stated in the Schedule.

If the Vehicle is improved as a result of repairs, You may need to contribute towards the costs. Where the claim is settled by a cash payment and a financial interest has been noted on the policy, We may make payment direct to the interested party. Receipt by them will discharge Our responsibilities completely.

What You are not insured for

This insurance policy does not cover You for:

- Your Excess
- loss of use of the Vehicle or any costs or expenses resulting from loss of use of the Vehicle and any consequential loss
- depreciation or loss of value
- wear and tear, deterioration, rust, corrosion
- any loss which is breakage, breakdown or failure of any part of:

- the engine and transmission systems
- electrical or electronic systems or equipment
- any other mechanically operated systems (including hydraulic, pneumatic, or similar) or equipment and any Loss which this causes to the rest of these systems or equipment.

However, We will pay for any Loss which this breakage, breakdown or failure causes to other parts of the Vehicle or if the breakage, breakdown or failure is due to:

- fire, collision, overturning of the Vehicle or impact, or
- malicious acts by anyone other than You or persons acting with Your knowledge and consent (provided You lay a complaint with the Police).
- breakage, breakdown or failure of any load-bearing component unless this is due to:
 - fire, collision, overturning of the Vehicle or impact, or
 - malicious acts by anyone other than You or persons acting with Your knowledge and consent (provided You lay a complaint with the Police).
- any Loss resulting from inadequate or unsuitable cooling or lubrication
- any Loss to tyres or their tubes by:
 - punctures, cuts, splits or bursts
 - the application of brakes.

However, We will cover You if any of these losses directly result from Loss to any other part or component for which You have a valid claim under this policy.

Automatic Extensions to Full Cover

Change of vehicle

If You change Your Vehicle during the period of insurance We will cover the replacement vehicle up to \$50,000. However You must tell Us within 14 days of the date of purchase and pay any additional premium required or else Your replacement vehicle will be uninsured. The most that We will pay for any Loss to the replacement vehicle is Market Value.

Trailers

We will cover You under this policy for Accidental Loss to:

- any trailer owned by You.
- any trailer which You do not own but which is in Your care or control, as long as the Loss is not covered by any other insurance.

The most that We will pay for any Loss is \$1,500. This cover applies whether the trailer is attached to a vehicle or not. This extension does not cover any:

- caravan or camper trailer
- horse float
- trailer not suitable for towing by Your Vehicle
- contents of any trailer.

The only Excess which applies to this extension is \$100.

Additional Accident costs

We will also pay the reasonable cost of any of the following, up to \$500 in total, if it is a direct result of an Accident to Your Vehicle resulting in a valid claim:

- to remove vehicle debris from the Accident site if this is Your responsibility
- to provide transport home or to the next immediate destination, or to provide overnight accommodation, for the driver and passengers and domestic pets travelling in Your Vehicle if it is not fit to drive, or is missing after being stolen
- to return Your Vehicle to Your home address, or any other place We agree to, after it is repaired.

Alternative transport allowance

If We have accepted Your claim, at Your request We will arrange a hire vehicle from a rental car company for You to use for up to 14 days while Your Vehicle is being repaired or has been stolen.

If We assess Your Vehicle to be a Total Loss, You must return the hire vehicle immediately following settlement of the claim.

The hire vehicle will be a passenger vehicle up to 1500cc which is the closest reasonable equivalent to Your Vehicle that Our supplier has available.

This benefit does not cover:

- any bond or deposit required by Our supplier
- any fuel used
- claims for motorcycles, caravans or trailers

- any additional charge required by Our supplier for additional distance over 100km per day on average

You must also contribute \$20 per day to be paid directly to Our supplier when the hire vehicle is obtained.

Windscreen extension

Your Excess will be limited to a total of \$100 if Your claim is for Accidental Loss to the Vehicle's windscreen, window glass or sunroof only.

Keys and locks

Where any key giving access to Your Vehicle is stolen or believed on reasonable grounds to have been duplicated without Your permission, We will also pay the costs reasonably and necessarily incurred in replacing the keys and altering or replacing the locks which they are used for. The most We will pay in respect of any one Loss and during any one 12 month period under this extension is \$1,000. The only excess which applies to this extension is \$100.

New vehicle cover

If Your Vehicle becomes a Total Loss within a year of it's original registration by You when new and has travelled less than 20,000 kilometres, We will replace Your Vehicle with a new vehicle of the same make, model and specification, subject to availability within New Zealand.

If the model is not available or You do not want Your Vehicle replaced with a new one, We will pay You the Market Value of Your Vehicle or the sum insured, whichever is the lesser. The agreement of any party financially interested in the Vehicle to be replaced is necessary before Your Vehicle will be replaced under this automatic extension.

Used vehicle cover

If You are the second or a subsequent owner of Your Vehicle and You purchased the Vehicle from a registered motor vehicle dealer less than 12 months prior to the time of Loss, We will pay an amount equal to its Market Value at the time You purchased the Vehicle, provided that the Vehicle is a Total Loss and providing that the Vehicle is in the same general condition as when You purchased it.

Section 2: Legal Liability

What You are insured for

This insurance policy covers You for Your legal liability for Loss to someone else's property or injury to any person during the period of insurance arising from an Accident involving Your Vehicle.

We will also give You this liability cover for any trailer insured under Automatic 'Extensions to Full Cover - Trailers'.

This cover includes legal costs and expenses arising out of a claim against You which are either recoverable from You or incurred by You with Our prior written consent.

If there is no other insurance to claim on, We will cover the legal liability of:

- the driver, provided he/she is driving with Your permission and complies with all the requirements of this policy
- You, while driving another private car provided:
 - You do not own, lease or rent the vehicle
 - Your legal liability would have been covered if the vehicle was shown in the Schedule
 - the vehicle is not a motorcycle, trailer or caravan.
- Your employer, if the Vehicle is being used by You (or a fellow employee with Your permission) for Your employer's business, provided the business is not excluded under 'use of the Vehicle'.

Our total liability under this policy for any Loss or series of Losses arising from one event shall not exceed \$1,000,000. If any claim is more than \$1,000,000, We will apply the benefit to You in priority to any other party. If You have liability protection under any other policy with Us, Our maximum combined liability under all policies shall be \$1,000,000.

What You are not insured for

This insurance does not cover You for Your legal liability for:

- Loss to someone else's property which is in the care or control of You or any person using or travelling in Your Vehicle, except for any private car which is being towed because it is not driveable
- Loss which You or the driver have agreed to accept, unless You/the driver would have the liability anyway
- Loss arising from the use of any form of trailer or caravan while it is attached to any powered vehicle, other than if attached to a Vehicle covered by this policy
- Loss to someone else's property being carried by or loaded or unloaded from Your Vehicle

- injury to You, Your partner or any member of Your Family or any person with whom You have a business relationship.

Special and general exclusions

The special exclusions on pages 13 and 14 and general exclusions on pages 15 and 16 of this policy wording contain further exclusions to this cover.

Special Exclusions Applying to Section 1 and Section 2 of the Policy

Alcohol or drugs

There is no cover for Loss or liability under this policy if the driver:

- is under the influence of any intoxicating substance or drug, or
- has a proportion of alcohol in his/her breath or blood higher than allowed by law:
 - if the driver dies from injuries received in an Accident, the proportion of alcohol in any blood sample taken from his/her body is agreed to be conclusive proof that the proportion in his/her blood at the time of the Accident was not less than this amount
 - the result of any evidential breath test or analysis of blood is agreed to be conclusive proof that the proportion of his/her breath or blood at the time of the Accident was not less than this amount
 - a certificate of conviction for a driving offence involving alcohol or drugs is agreed to be conclusive proof that the requirements of this exclusion have been satisfied.
- has refused to supply any sample of breath or blood or undergo any test when required to do so by anyone authorised by law.

Duty after Accident

There is no cover for Loss or liability under this policy if the driver did not stop after the Accident as required by law, or failed to comply with any other legal requirement in connection with the Accident.

Safe condition of the Vehicle

There is no cover for Loss or liability under this policy if an Accident occurs while the Vehicle is, or is being used, in an unsafe or unroadworthy condition unless:

- You can satisfy Us that this did not cause or contribute to the Accident, or
- You can show that You (or the person in charge of the Vehicle at the time) did not know about the condition of the Vehicle and could not have been reasonably expected to know.

Restricted drivers warranty

If You are under 25 years of age, there is no cover while the Vehicle is being used by any other person who is under the age of 25 years other than a member of Your Family.

Special Conditions

Modification to the Vehicle

We have agreed to cover the Vehicle on the basis that it has not been modified after manufacture. This includes but is not limited to changing or replacing the brakes, engine, suspension, exhaust or wheels. You must obtain Our written approval to any modifications, otherwise You are uninsured.

Safety of the Vehicle

You must take all reasonable steps to:

- maintain the Vehicle properly
- safeguard the Vehicle from Loss at all times, including after any Accident.

Inspection of the Vehicle

You must make the Vehicle available to Us at a reasonable time and place if We wish to inspect it.

Excess

The Excess payable shall be the sum of all relevant Excesses You have to pay at the time of Loss.

The Excess is comprised of:

- The Standard Vehicle Excess and Imposed Vehicle Excess which will be applied to each and every Loss.
- The Security Excess which will be applied in the event the Vehicle is broken into or stolen, in the absence of a professionally installed electronic alarm or immobiliser.
- The driver Excess will be applied only if the Vehicle is being driven at the time of Loss. The amount of the driver Excess will depend on the driving experience, the at fault claims experience and the age of the person driving the Vehicle at the time of Loss.

The amount payable for each Excess is the amount stated on the Schedule.

General Exclusions

- There is no cover under any part of this policy for any Loss or liability caused directly or indirectly in any way by any of the following:
 - nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel (for the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission or fusion)
 - any event where cover is provided under the Accident Insurance Act 1998
 - confiscation, nationalisation or requisition by the order of the Government or local authority. However We will pay for damage as a result of such an order if it is to prevent a Loss which would otherwise have been covered under this policy
 - for the cost of defending any legal proceedings or for any amount awarded by any court unless all proceedings took place in New Zealand.
- This policy does not insure death, injury, illness, Loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:
 - war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - any act of terrorism.

For the purpose of this exclusion, terrorism means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) which from its nature or context is committed 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.

This policy also excludes death, injury, illness, Loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, the above exclusions.

- This policy does not cover any Loss or damage arising directly or indirectly out of:
 - the corruption, destruction or alteration of or damage to data, coding programme or software or;
 - the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips or;
 - any business interruption losses resulting there from.

Provided that this exclusion shall not apply where such Loss or damage occurs as a direct result of physical damage which is otherwise covered by this policy and any such Loss or damage will be settled in accordance with the policy conditions and sum insured limits.

Other Important Information

Acts of Parliament

Where this policy refers to any Act of Parliament, this includes any Regulations and Amendments to that Act. It also includes any other Act or Regulation passed as an addition, an amendment, or in its place.

Alterations

You can have this policy altered at any time as long as We agree in writing to the alteration before it takes effect.

We can alter the terms of this insurance by writing to Your last known postal address. The change will take effect 14 days after the date of that letter from Us.

Automatic reinstatement of cover

If We pay a claim for any partial Loss, We will automatically reinstate Your insurance cover provided You carry out all recommendations We make to prevent further Loss.

Cancellation of this policy

- By You

You are entitled to cancel this policy and be given a full refund of the premium paid if You contact Us to cancel this policy within 20 days of the Commencement Date. If You do so, the policy will end at 4.00 pm on the day You cancel the Policy and request a refund of premium. We call this the free look period.

If You elect to cancel the policy within the free look period You are not entitled to make a claim under the policy. If We pay a claim that occurs during the free look period then You will not be entitled to cancel the policy and receive a full refund of the premium.

After the free look period You may cancel this policy by writing to Us. If the premium was paid annually, We will refund 80% of the unused part of the premium. Otherwise, no refunds are allowed.

- By Us

We may cancel this policy by sending You 14 days written notice to Your last known postal address. If We do We will refund You all the unused part of the premium.

Financial interests

If any party has a financial interest in any insured Vehicle and We are aware of the financial interest, We may make payment to the financially interested party, rather than to You. Receipt of payment from the financially interested party will discharge Us completely.

Goods and Services Tax (GST)

All Excesses are inclusive of GST. However, all sums insured are exclusive of GST provided that GST is recoverable by Us.

Lapse of policy - You must pay the premium due to Us on the due date. If You fail to do so, the policy will automatically lapse on that date. No claim will be payable unless the premium has been paid by the due date.

Other insurance

If any Loss or liability covered by this policy is also covered by any other policy, We will only pay over and above the cover provided by the other policy. We will not pay for any Excess which applies to the other policy. You must tell Us as soon as You are aware of any other such insurance.

Privacy Act - Pursuant to the Privacy Act 1993 the following information is provided for Your benefit:

- The Proposal collects personal information about You to enable the Insurer to evaluate the insurance being sought.
- The intended recipient and holder of the information is Southbury Insurance Limited and Lumley General Insurance (N.Z.) Limited, PO Box 3939, Auckland.
- The information is being collected by Southbury Insurance Limited and Lumley General Insurance (N.Z.) Limited, PO Box 3939, Shortland Street, Auckland
- The supply of information is voluntary.
- Failure to provide this information may result in the application for insurance being declined or the insurance being avoided.
- You have the right to access and correct this information, subject to the provisions of the Privacy Act 1993.
- You also authorise Us to obtain relevant information from others and to disclose relevant information to others in connection with any claim that You make.

Total Loss payment

If We pay a claim for a Total Loss, then this policy comes to an end and no refund of premium is due to You.

Definitions

Accident/Accidental - means an unforeseen or unintended happening or event.

Commencement Date - means the Commencement Date described as such on the Schedule.

Excess - means the first amount of each claim which You must bear as You are not insured for this amount.

Family - means any member of Your Family who permanently resides with You.

Loss - means sudden physical loss, damage or destruction caused by an Accident.

Lumley Insurance, We, the Insurer, Our or Us - means Lumley General Insurance (N.Z.) Limited.

Market Value - means the reasonable retail price of Your Vehicle or a comparable vehicle immediately before the Loss.

Proposal - means the Proposal completed at the time this policy came into existence.

Schedule - means the most recently dated Schedule(s) which We issue. This includes any Schedule(s) issued to renew or endorse Your insurance.

Total Loss - means a Loss where Your Vehicle is in Our opinion uneconomic to repair.

Vehicle - means the Vehicle shown on the Schedule.

This includes:

- standard equipment for the particular make and model of Your Vehicle supplied and fitted by the manufacturer
- fitted air conditioning, bull bar, towing equipment
- other fitted equipment not factory fitted by the manufacturer when the Vehicle was new, but added later (e.g. audio system, radar detector, car seat covers) but not more than \$2,000 in total
- accessories (including those used with an item of fitted equipment such as audio cassettes) but not more than \$300 in total and only if not covered by any other insurance
- signwriting but not more than \$1,000 in total
- tools and breakdown equipment supplied by the manufacturer which would normally be sold with Your Vehicle, but not more than \$500 in total while they are in or attached to the Vehicle or while they are being used in connection with it.

You/Your - means the person (or persons), shown on the Schedule as 'the insured'. If there is more than one insured shown on the Schedule, this policy insures You jointly.

About – Lumley General Insurance (N.Z.) Limited

Lumley is a wholly owned subsidiary of Wesfarmers Limited of Australia. Lumley offers more than a century's worth of specialist expertise and reliable standards of service and performance to its clients. As the third largest general insurance underwriter in New Zealand, Lumley has built a record of stability, strength and profit, which creates an environment of dependability, security and total confidence. The focus on customers and solutions is the hallmark of the Lumley approach.

Fair Insurance

As a member of the Insurance Council of New Zealand Inc. Lumley is committed to:

- clearly setting out as far as possible both Your and Our respective legal rights and obligations
- explaining the meanings of legal and technical words
- settling valid claims fairly and promptly. If We decline a claim, clearly explaining why it has been declined
- making sure You know how to make a complaint
- being financially sound as measured by the Council's Solvency Test.

We can give You a full copy of the Fair Insurance Code on request.

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Southbury Insurance Limited

Customer Services

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www.southbury.co.nz