

New Zealand Motor Caravan Association Inc

Motor Vehicle Insurance Policy Addendum

Introduction

The following endorsement applies to your New Zealand Motor Caravan Association Inc Motor Vehicle Insurance Policy (NZMCA – Lumley Motor Wording V2 0120). **Effective from Nov 1 2022.**

Addendum

'Section 1: Cover for the Insured Vehicle' – 'C. Exclusions' – '2 Types of Loss' – paragraph (c) on Page 4 is deleted and replaced with the following:

2(c). Vehicle Parts

1. This policy does not insure any **loss** to, or any cost or expense, in connection with any of the following parts (including any components of those parts) of any **vehicle**:
 - a. engine and all engine parts,
 - b. cooling systems, including but not limited to radiators, heat exchangers, cooling fans, pressure caps, water pumps, thermostats, and hoses,
 - c. hydraulic systems, including but not limited to shock absorbers and suspension systems,
 - d. transmission system, including but not limited to gearbox, drive shafts, axles, differentials, clutches, and wheel hubs,
 - e. fuel systems,
 - f. braking systems,
 - g. electrical or electronic systems, computer systems, and mechanical systems,
 - h. pumping and vacuuming systems,
 - i. any fixed plant machinery (including but not limited to food or drink preparation equipment),
 - j. underground exploratory devices.
2. Exclusion (1) does not apply to any resultant sudden and **accidental loss** to any other **vehicle** part not included in 1(a)-(j).
3. Exclusion (1) does not apply to any **accidental loss** that is caused directly by any of the following:
 - a. fire,
 - b. the **vehicle** or a conveying **vehicle** overturning,
 - c. the **vehicle** suffering an impact or collision with an external object,
 - d. the **vehicle** being partly or fully immersed in a body of water,
 - e. the **vehicle** being stolen or converted,
 - f. the **vehicle** being maliciously damaged by non-electronic means,
 - g. the **vehicle** being accidentally operated with the incorrect fuel type, including but not limited to diesel in a petrol engine or petrol in a diesel engine. This does not include operating the **vehicle** with fuel of the correct type, which is contaminated,
 - h. hail, snow, storm or lightning,
 - i. earthquake, subterranean fire, hydrothermal activity, geothermal activity, volcanic activity, or tsunami,
 - j. impact or damage by animals.

'General Policy Exclusions' Exclusion 4' on Page 12 is deleted and replaced with the following:

4. This policy does not insure:
 - (a) **loss of data** or **loss of data value** or liability of any type in connection with any **loss of data** or **loss of data value**,
 - (b) any costs or expenses of any type (including defence costs, fines or court costs) arising from any prosecution, claim or liability in connection with any **loss of data** or **loss of data value**.

This exclusion does not apply to **loss of data** that results directly from **accidental loss** that is covered by Section 1 of the policy.

The following definitions apply to this Electronic Data Exclusion:

computer system includes any computer operating system, hardware, programme, software, communications system, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, including any similar system or configuration of the aforementioned, whether the insured's property or not.

loss of data includes any actual or alleged:

1. loss of, alteration of, or damage to any **electronic data**, or
2. cost in correcting or reprogramming any **electronic data**, or
3. reduction in the functionality, availability or operation of any **electronic data**, or
4. cost involved in retrieving **electronic data**.

loss of data value means any actual or alleged loss in the value (whether financial or otherwise) of any electronic data.

electronic data means information, facts, concepts, code or any other information of any kind and whether owned by the insured or not that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by any **computer system**.

The following new '**General Policy Exclusion**' is added to your policy:

5. **Communicable Disease Exclusion**

Notwithstanding any provision to the contrary in this policy or any other endorsement, this policy does not insure any:

1. **contamination costs** directly or indirectly arising out of or attributable to the presence or potential presence, or threat or fear of the presence, of any disease:
 - (a) stated to be a quarantinable disease under the Health Act 1956, or
 - (b) in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002, or
 - (c) in respect of which a pandemic or epidemic has been declared by the World Health Organisation or the New Zealand government or any New Zealand government agency or lawful authority, or
 - (d) declared by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).
2. liability directly or indirectly arising from any actual or **alleged** injury resulting from the transmission of any communicable disease.

References in this exclusion to legislation and legislative and official terms include any amended, replacement, re-enacted, successor, equivalent, substituted, corresponding, or similar legislation (including any secondary legislation made under such legislation) and legislative and official terms.

For the purpose of this exclusion only, the following definitions apply:

contamination costs means all costs to clean, neutralise, disinfect, treat, decontaminate, restore, rectify, destroy, remove, dispose of, repair, replace or reinstate any property, and any loss of value or loss of use of any property; and includes any liability for or arising from such costs or loss of value or loss of use of property.

injury includes bodily injury, sickness, disease, disability, impairment, incapacity, mental anguish, emotional distress, shock, fright, or death of any person.