

Regulations under the Government Accident Insurance Act, 1908.

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government House at Wellington, this 23rd day of February, 1925.

Present :

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

IN pursuance and exercise of the power and authority conferred upon him by section thirty of the Government Accident Insurance Act, 1908, and of all other powers and authorities in that behalf vested in him, His Excellency the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby make the regulations set forth hereunder.

REGULATIONS.

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| Form of motor-car policy. | 1. A MOTOR-CAR policy issued under the authority of the provisions of section 4 of the Government Accident Insurance Amendment Act, 1924, shall be in the form set forth in the Schedule hereto : Provided, however, that such form may be altered by the General Manager in order to meet the requirements of any particular contract. |
| Conditions to be endorsed on motor-car policy. | 2. Any such motor-car policy shall be subject to the following conditions, which shall, so far as they are applicable to the particular contract, be endorsed on all such policies issued by the General Manager :— |

CONDITIONS.

1. Each accident shall be held to include a series of accidents occurring in or arising out of one event.
2. Notice shall be immediately given to an authorized officer or agent of the General Manager of any accident, or of any police or other proceedings against the insured or driver in connection therewith. Such notice must be given in writing and also by telegram if practicable. The General Manager will not be liable for any claim in respect of which such notice is not given. The insured shall give full information as to the circumstances of the accident and of all claims made, and, where practicable, the names and addresses of witnesses and all persons concerned in the accident.
3. No liability of any sort shall be admitted, nor any repudiation, offer, promise, or payment made to third parties, unless at the insured's own cost, without the written consent of the General Manager, who shall be entitled, if he so desires, to take over and conduct, in the name of the insured, the defence of any action, or to prosecute in his name any claim for indemnity, damages, or otherwise against any third party, and shall have full discretion in the settlement of any claim or in the conduct of any proceedings, including the right to abandon such proceedings at any time, and the insured shall give all such information and assistance as the General Manager may require.
4. No claim shall attach to this policy—
 - (a.) For any accident arising whilst the car is engaged in racing or pacemaking or reliability, speed, or other trial ; or
 - (b.) Whilst the car is being used other than for the purposes named in Schedule of cars insured ; or
 - (c.) If the interest in the car pass from the insured, unless the sanction of the General Manager is obtained and signified by endorsement upon the policy, by or on behalf of the General Manager ; or
 - (d.) In the event of the car being insured otherwise than under this policy, unless expressly permitted by the General Manager by endorsement hereon ; or
 - (e.) Whilst the car is knowingly being driven in a damaged or unsafe condition.
5. This policy does not apply outside the limits of the Dominion of New Zealand.
6. This policy does not cover loss or damage occasioned by or happening through earthquakes, invasion, foreign enemy, riot, civil commotion, or military or usurped power.
7. If there be any mis-statement in or a material fact be omitted from the proposal for the insurance or in the particulars furnished for effecting or renewing the insurance, or in support of a claim, this policy shall be void, and the premium forfeited.
8. All differences arising out of this policy shall, if required by the General Manager, be referred to the arbitration of some disinterested person to be agreed upon by both parties, or failing such agreement, of two such persons, one to be appointed by each party in difference ; and in case of disagreement between the arbitrators, then such difference shall be decided by an umpire (who shall be a barrister-at-law actively practising his profession), who shall be appointed by them in writing before entering on the reference, and who shall sit with the arbitrators and preside at all their meetings. The death of any party shall not revoke or affect the authority or power of the arbitrator, arbitrators, or umpire respectively, and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. In case either party shall neglect or refuse, for the space of thirty days after request in writing from the other so to do, to nominate an arbitrator, the arbitrator of the other party shall proceed alone, and the award of such arbitrators, sole arbitrator, or umpire (as the case may be) shall be binding on all parties. If the arbitrator on either side so appointed as aforesaid declines, neglects, or is unable to act within ten days after receiving notice of any sitting or meeting, he shall cease to be arbitrator, and the arbitrator of the other party shall proceed alone. And in case such differences shall arise, the determination thereof in manner aforesaid (if so required by the General Manager) shall be a condition precedent to the liability of the General Manager to pay, and to the right of the insured or his legal representatives to recover any sum under this policy, and no action shall be brought or prosecuted to enforce any claim (if arbitration is so required by the General Manager) until the same shall have been agreed and adjusted, or shall have been determined and ascertained in manner aforesaid ; and each party shall pay his or their own costs of and connected with the reference and arbitration, and a moiety of the cost of the award. It is expressly declared that all arbitration proceedings under this policy shall be subject to the provisions of this condition, any legislation to the contrary notwithstanding. No suit or action of any kind against the General Manager for the recovery of any claim upon, under, or by virtue of this policy shall be sustainable in any Court of law or equity unless such suit or action shall be commenced within six months from the time when the right of action accrues, or, if such claim is disputed by the General Manager, within six months next after the General Manager has notified the insured of such dispute ; and in case any such action shall be commenced against the General Manager after the expiration of such period of six months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim thereby so attempted to be enforced, and may be pleaded in bar to any such action.
9. This insurance may be terminated at any time at the request of the insured, in which case the General Manager will retain the customary short-period rate for the time the policy has been in force. The General Manager shall at any time, by giving seven days' notice in writing to the insured by registered post at the insured's place of abode as shown in this policy, be at liberty to cancel and determine this policy as and from the date of expiry of such notice, and the General Manager will in that event refund to the insured the proportionate part of the premium received for the unexpired period of this policy.