

ami

We're right here

Car Insurance



Policy wording

backed by **iag**

About your policy.



Thank you for choosing to insure your vehicle with us.

We've designed this document to help you clearly understand the terms of your policy, but if you're unsure about anything, please pop into your local AMLI store to discuss it or call us on **0800 100 200**, we're happy to explain.

Contents

- 1 About your insurance contract
- 1 Our definition of 'vehicle'
- 2 What is covered by this policy
 - Cover for your vehicle
 - Cover for additional costs
 - Bonus covers
 - Cover for your legal liability
 - Optional covers
- 8 What is not covered by this policy
- 9 Your excess
- 10 Claims
- 11 Your responsibilities
- 11 Changing or ending your policy
- 12 General policy information
- 12 Definitions

Important bits to read

We agree to provide you with insurance cover as long as you meet certain conditions. If you do not meet these conditions, we may decide not to accept a claim or to cancel your policy or treat it as though it never existed.

You must:

- do what you can to **protect your vehicle** against theft or damage
- **be truthful and correct** in everything you tell us
- let us know if you have had any **speeding tickets, fines or other motoring or criminal convictions**
- let us know if you **alter your vehicle**, or add any accessories of significant value
- let us know if you **change your address**
- let us know if there is any **change of ownership or use** of your vehicle or a **change of principal driver**.

Other stuff to know

Do I always have to pay an excess?

Your excess is the amount you must contribute as the first payment towards the cost of each claim you make. However, we will refund your excess if your vehicle is involved in an accident and we find that you or the driver of your vehicle was not to blame.*

The Policy Schedule shows how much excess you have to pay. You won't have to pay any excess if:

- you have chosen the 'Nil excess' option (see the Policy Schedule)
- you make a claim under 'cover for your legal liability' (see pages 4–5).
- you make a glass claim and you have chosen the 'Glass excess buy-out' option (see page 6).
- your claim is for a trailer only

*Certain conditions apply – these are set out in the policy document.

Who is covered to drive my vehicle?

- You and anyone over 25 who has a valid driver licence, unless that person is specifically stated to be excluded in the Policy Schedule.*
- Anyone under 25 if you have chosen the 'Under 25 driver' option (see page 6), unless that person is specifically stated to be excluded in the Policy Schedule.*
- Your wife or husband.*

*There may be times when you are not covered. See page 8, 'What is not covered by this policy' and the Policy Schedule.

About your insurance contract

- a.** This policy forms part of the insurance contract between us and you.
- b.** Your insurance contract consists of:
 - this policy
 - the Policy Schedule
 - the information you provided in the proposal
 - the payment notice
 - any changes that we write to you about
 - any changes you request and we agree to in writing.
- c.** Your insurance contract begins when we accept the proposal, and ends on the expiry date stated in the Policy Schedule. You can renew your policy as from the expiry date by paying a renewal premium.
- d.** You must pay your insurance premium by the date stated on the payment notice. You cannot make a claim until you have paid your premium. If you do not pay your premium your policy will cease to operate.
- e.** If you are not happy with this vehicle policy, you can change your mind, provided you tell us within 15 days of the date of your proposal. We will withdraw cover effective from the beginning of the insurance contract and we will fully refund the premium you have paid.
This clause will not apply if any claim has been made.

Our definition of 'vehicle'

Vehicles covered by this policy

 for definitions of other words used in this policy, please see page 12.

- a.** In this policy 'your vehicle' means the vehicle described in the Policy Schedule, and includes standard tools and any accessories or modifications listed.
- b.** Vehicles that can be covered by this policy include sedans, station wagons, coupes, sports cars, passenger vans, four wheel drive vehicles, utilities, vans or any truck with a gross weight of up to 3.5 tonnes.
- c.** This policy covers vehicles used for private and commercial purposes.
- d.** A vehicle used for private purposes is any vehicle that you use for domestic, social or recreational purposes and includes use for your business or occupation, unless:
 - i** your business or occupation is:
 - a driving instructor
 - a real estate agent
 - an insurance assessor or inspector
 - a stock and station agent
 - a courier driver or taxi driver
 - involved in any form of selling, debt collection or similar, or
 - ii** you use your vehicle:
 - in connection with the motor trade
 - for carrying, hauling or towing goods, plant machinery or samples in connection with any trade or business.
- e.** A vehicle used for commercial purposes is any vehicle that you primarily use for your business or profession that is excluded from the private purposes definition and is not otherwise excluded by this policy.
- f.** This policy does not cover motorcycles, caravans, agricultural machinery, or trucks with a gross weight of over 3.5 tonnes.

What is covered by this policy

Cover for your vehicle

Your vehicle is covered for any accidental physical loss or damage that occurs anywhere in New Zealand or while it is carried by any licensed transport service between one place in New Zealand and another.

There are some circumstances when you are not covered – please refer to 'What is not covered by this policy' on pages 8–9 and the Policy Schedule.

- 1 What we will pay**
- a.** If your vehicle is damaged and can be repaired, we will pay to repair it to substantially the same condition it was in before the damage occurred.
 - b.** If your vehicle is damaged and is uneconomic or unsafe to repair or remediate, or if your vehicle is stolen and not recovered, then we will pay you either:
 - i** the agreed value stated in the Policy Schedule, if you have Agreed Value cover, or
 - ii** the market value of your vehicle, if you have Market Value cover, or
 - iii** the amount stated in the Policy Schedule or the market value, whichever is the lesser, if you have Sum Insured cover.
- Before payment is made, you must transfer ownership of your vehicle to us.

- 2 What we won't pay**
- a.** We will not pay to replace any part that was not damaged.
 - b.** We will not pay to airfreight parts to New Zealand from overseas.
 - c.** If a part or accessory is not available in New Zealand we will pay either:
 - i** the manufacturer's last known list price in New Zealand, or
 - ii** the price of the part's closest New Zealand equivalent, or
 - iii** the cost of having the part made in New Zealand, whichever is the lesser.
 - d.** We will only pay for the repainting of areas that actually suffered damage in the event claimed for.
 - e.** We will do our best to make sure that the repairer matches existing paint. If the repairer has been unable to match the existing paintwork, then we will not pay to repaint undamaged areas.

Cover for additional costs

We will pay for the following additional costs if we agree to pay a claim for loss of or damage to your vehicle.

- 1 Vehicle removal**
- a.** If your vehicle is damaged so that it is unable to be driven we will pay all reasonable costs to move it to the nearest repairer or other secure place.
 - b.** If your vehicle is stolen and then found, we will pay the cost of returning it to the place it was stolen from, or to another place we agree on with you.
- 2 Transport home**
- a.** This cover only applies to policies in the name of a person or persons and not a corporate body.
 - b.** If you are away from your home centre and you are unable to return because your vehicle has been stolen or damaged we will reimburse you for:
 - i** the reasonable costs, not otherwise insured, of transporting yourself and any passengers home, and
 - ii** the reasonable costs of returning your vehicle to your normal place of residence within New Zealand.

- 3 Legal defence**
- a. This cover applies if we agree to pay a claim under 'Cover for your vehicle' above or 'Cover for your legal liability on pages 4–5.
 - b. This cover only applies to policies in the name of a person or persons and not a corporate body.
 - c. If you or any member of your family who normally resides with you are charged with manslaughter or dangerous driving causing death or careless driving causing death, we will pay up to \$1,000 towards your legal defence costs.
 - d. Cover for your legal liability 'What we won't pay' – clause 5. d. (offences) does not apply to this cover.

Bonus covers

The following bonus covers are automatically included. Cover is provided on the same basis as 'Cover for your vehicle' on page 2.

- 1 Cover for children's car seats**
- a. You are covered for loss of or damage to any child car seat or restraint that you own or that is in your care, while it is fitted to your vehicle.
 - b. We will pay up to the market value of the car seat or restraint at the time of the loss or damage.
 - c. We will not pay if the car seat or restraint is covered by any other insurance policy.

- 2 Bonus cover for trailers**
- a. You are covered for loss of or damage to any trailer you own, or any trailer that is in your care.
 - b. We will pay up to the market value of the trailer, or \$600, whichever is the lesser.
 - c. We will not pay if the trailer is covered by any other insurance policy.

 a separate policy is available for boat trailers, caravans, camper trailers, horse floats and trailers over \$600.

- 3 Temporary cover when you change your vehicle**
- a. If you buy a replacement vehicle, we will automatically provide temporary cover for up to 7 days on the same terms that applied to the vehicle you are replacing.
 - b. The temporary cover is for the purchase price paid for your replacement vehicle.
 - c. This policy will not cover two vehicles at the same time.
 - d. There is no cover if the replacement vehicle is covered by any other insurance policy.

- 4 New vehicle option**
- a. This cover applies if we agree to pay a claim under 'Cover for your vehicle' on page 2.
 - b. We will replace your vehicle with a new vehicle of the same make, model and specification, as long as:
 - i your vehicle is less than one year old from the time it was first registered as new or the date you bought it (whichever happened first), and
 - ii your vehicle has travelled less than 20,000 km, and
 - iii we assess that the damage is more than 60% of your vehicle's market value, and
 - iv a replacement vehicle is available in New Zealand.
 - c. Before you receive your replacement vehicle, you must transfer ownership of your damaged motor vehicle to us, and we must have the agreement of any interested party stated in the Policy Schedule.

- 5 Methamphetamine contamination**
- a. You are covered for contamination damage to your vehicle provided that it occurs in connection with the theft or illegal conversion of your vehicle during the period of cover.
- Damage by you and certain others not covered**
- b. You are not covered for any contamination damage that is connected in any way with you or your husband or wife, or person with whom you are living in the nature of a marriage, or any member of your or their family (including the theft or illegal conversion by any of them).

For the purposes of this exclusion, you includes any trustee or beneficiary of the trust if the vehicle is owned by the trust, or any director or shareholder of the company if the vehicle is owned by the company.

What you will get

- c.** We will at our option:
 - i** arrange to remediate the vehicle, or
 - ii** pay you the reasonable costs to remediate the vehicle as estimated by our assessor.

If the cost of remediation will put the vehicle in a substantially better condition, you may be required to make an appropriate contribution towards this cost if we ask you to.

 *The definition of remediate means that we will not pay to remove all traces of methamphetamine contamination.*

Cover for your legal liability

You are covered for your legal liability to pay for accidental loss of or accidental damage to other people’s property anywhere in New Zealand and your liability to pay reparation ordered by a New Zealand Court.

1 Legal liability includes

- a.** You are covered for any accidental loss or accidental damage caused while you are using your vehicle.
- b.** You are covered for any accidental loss or accidental damage caused while you are using another vehicle:
 - i** that is not owned by you, or
 - ii** that is not under hire purchase to you or is not hired or leased by you.

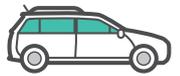
This clause does not cover damage to that vehicle.
- c.** You are covered for any accidental loss or accidental damage caused while your vehicle is being driven by someone else, with your knowledge and consent.
- d.** You are covered for any accidental loss or accidental damage resulting from the use of any trailer covered by this policy, whether or not it is attached to your vehicle.
- e.** You are covered for any accidental loss of or accidental damage to any vehicle you are towing, as long as the vehicle you are towing is not in a driveable condition and you are not towing the vehicle for any financial gain.
- f.** You are covered for any accidental loss of or accidental damage to the property of any passengers in your vehicle.
- g.** Any other person who is driving your vehicle with your permission is covered for their liability for any accidental loss or accidental damage caused while they are using your vehicle, provided that they are not otherwise insured for their liability.

2 Reparation

- a.** We will cover your liability to pay reparation to a victim who has suffered accidental loss of property or accidental bodily injury that is the result of you committing an offence during the period of cover in connection with your use of your vehicle, or any vehicle, provided that you had the owner’s permission to drive the vehicle.

Provided that:

 - i** you must tell us immediately if you or anyone entitled to cover under this additional cover is charged with any offence in connection with the use of a vehicle which resulted in loss of property or bodily injury to another person; and
 - ii** we must give our written approval before any offer of reparation is made.
- b.** Reparation means 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.
- c.** This cover is also available for any person driving your vehicle provided that they had your permission to use your vehicle and they are not otherwise insured for their liability to pay the reparation.



- d.** There is no cover for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:
 - i** a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,
 - ii** the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
 - iii** 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.
 - e.** Nothing in this cover should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.
-

3 Your employer's liability

- a.** Your employer is also covered for any costs that it is legally required to pay for accidental loss of or accidental damage to other people's property that is caused:
 - i** by you when you are using your vehicle as an employee, or
 - ii** by you when you are using another vehicle as an employee.
 - b.** This clause does not apply if your employer is covered by any other insurance policy.
-

4 What we will pay

- a.** For any claim or series of claims arising from any one event we will pay:
 - i** up to \$20 million for accidental loss or accidental damage to other people's property; and
 - ii** up to \$1 million for accidental bodily injury.
 - b.** We will also pay any reasonable legal expenses you incur that are first approved by us, or any legal expenses that are recoverable from you by any claimant.
-

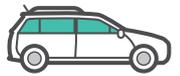
5 What we won't pay

- a.** We will not pay for any loss or damage caused if you or someone else using your vehicle:
 - i** does not observe the terms and conditions of the policy, or
 - ii** has other insurance which covers the liability, or
 - iii** has agreed to accept liability when otherwise you would not have been liable.
 - b.** We will not pay for any loss or damage caused if your vehicle is being used to carry goods and causes damage to:
 - i** any bridge, viaduct, weighbridge, road or anything beneath them by vibration, or by the weight of your vehicle, or by the load carried by your vehicle, or
 - ii** any underground pipe lines, cables or sewerage pipes, or to underground installations of any description.
 - c.** We will not pay for any damage to property that is in your custody or control unless that property:
 - i** belongs to the passengers in your vehicle, or
 - ii** is a vehicle that you are towing, as long as that vehicle is not in a driveable condition and you are not towing the vehicle for any financial gain.
 - d.** We will not pay 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.
-

Optional covers

The following optional covers are available if you pay an additional premium. The Policy Schedule states which optional benefits you have chosen.

-
- 1 Under 25 driver cover**
- a. This option is only available if your vehicle is insured for private purposes.
 - b. This option is only available if you are 25 years old or older.
 - c. Your vehicle is covered for loss or damage while it is being driven by anyone under the age of 25.
-
- 2 Glass excess buy-out**
- a. If we agree to pay a claim for damage to glass on your vehicle:
 - i you will not have to pay any excess, and
 - ii your No Claim Bonus will not be affected.
 - b. 'Glass' means side and back window glass, windscreens and sunroofs. It does not include headlights or mirrors.
-
- 3 Rental vehicle option**
- a. This cover applies if we agree to pay a claim under 'Cover for your vehicle' on page 2.
 - b. If your vehicle has not been recovered or is under repair, we will arrange, with our agreed supplier, a rental vehicle for your use on the following terms:
 - i you pay a special reduced rate of hire specified in the Policy Schedule, and
 - ii you pay all fuel and running expenses and any additional charges for extras, and
 - iii we will pay the insurance and balance of the hire charges for the vehicle.
 - c. If your vehicle is being repaired, we will supply a rental vehicle for the time your vehicle is under repair, up to a maximum of 30 days.
 - d. If your vehicle is stolen and not recovered or is damaged beyond economic repair, we will supply a rental vehicle from the date the loss or damage is reported to us until the day after we settle your claim, up to a maximum of 30 days.
-
- 4 Substitute transport costs**
- a. This cover applies if we agree to pay a claim under 'Cover for your vehicle' on page 2.
 - b. We will reimburse you for your substitute transport costs if your car has been stolen or is under repair. We will pay up to the daily amount you have chosen, which is stated in the Policy Schedule.
 - c. Substitute transport includes any combination of rental car, taxis and public transport.
 - d. If your vehicle is being repaired, we will reimburse your substitute transport costs for the time your vehicle is under repair, up to a maximum of 30 days.
 - e. If your vehicle is stolen and not recovered, or is damaged beyond economic repair, we will reimburse your substitute transport costs from the date the loss or damage is reported to us until the day after we settle your claim, up to a maximum of 30 days.
 - f. Your vehicle must be available for repair from the day you incur substitute transport costs, and you must supply us with detailed invoices or receipts for all substitute transport costs.
-
- 5 Accidental death or permanent disability compensation**
- a. This cover applies if you or your wife or husband are involved in an accident anywhere in New Zealand while:
 - i travelling in any vehicle, or
 - ii getting into or out of any vehicle.
 - b. This cover applies to policies in the name of a person or persons and not a corporate body.
 - c. We will pay compensation if:
 - i you or your wife or husband should die or permanently lose a hand, a foot or your sight as a result of the accident, and
 - ii death or injury is solely and independently due to the accident and not due to any other cause, and
 - iii death or injury occurs within ninety days of the accident.



- d.** The amount we pay will be a percentage of the compensation limit stated in the Policy Schedule, based on the following table:

If you should die we will pay 100%

If you should permanently lose:

- both hands or both feet we will pay 100%
- the sight of both eyes we will pay 100%
- one hand and one foot we will pay 100%
- one hand and the sight of one eye we will pay 100%
- one foot and the sight of one eye we will pay 100%
- one hand or one foot we will pay 50%
- the sight of one eye we will pay 50%



By permanent loss of hands or feet, we mean loss by physical separation.

- e.** If you or your wife or husband should die as a result of the accident, we will pay the compensation to the executor or administrator of your estate.
- f.** The compensation limit stated in the Policy Schedule is the most we will pay for any one accident, and during any one twelve month period.
- g.** If this policy is in more than one person's name, we will divide any compensation payable by the number of policy-holders. However, if you and your wife or husband are both named as policy-holders, we will consider you to be one person, and will pay the compensation payable.
- h.** If you or your wife or husband have more than one vehicle policy with us, we will only pay compensation under one policy.
- i.** If you or your wife or husband have other insurance for death or disability, we will still pay the full amount of compensation.
- j.** We will not pay compensation for death or injury caused by suicide or attempted suicide.
- k.** Cover while travelling in a truck, van or utility applies only while the insured person is riding in the cab or seated on standard seating provided by the vehicle's manufacturer expressly for passenger use.

6 Medical expenses

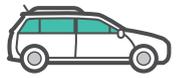
- a.** This cover applies if we agree to pay a claim under 'Cover for your vehicle' on page 2 or 'Cover your legal liability' on pages 4–5.
- b.** This cover only applies to policies in the name of a person or persons and not a corporate body.
- c.** If you, your wife or husband or any of your children are injured in a car accident, we will pay for any medical, surgical or dental expenses that you cannot claim from another source.
- d.** We will pay up to \$500 for any one event.

7 Salvage operator's liability

- a.** This clause only applies if your vehicle is insured for commercial use.
- b.** This option is an extension of the section 'Cover for your legal liability' on pages 4–5.
- c.** You are covered for your legal liability for accidental loss or damage to any vehicle while it is being towed, lifted or salvaged by your vehicle.
- d.** We will not pay if your liability is covered by another insurance policy.

What is not covered by this policy

-
- 1 No cover for accidents involving drugs or alcohol**
- a. There is no cover if, at the time of any event giving rise to a claim, your vehicle is being driven by or is in the charge of any person who:
 - i is driving with an excess breath alcohol or blood alcohol concentration in terms of New Zealand Land Transport Law, whether or not a conviction is entered against that person, or
 - ii fails or refuses to permit a breath test or specimen of blood to be taken after having been lawfully required to do so, or
 - iii is under the influence of drugs or other intoxicating substances, or
 - iv fails or refuses to stop, or remain at the scene, following an accident (as required by law).
 - b. This clause does not apply if the person driving or in charge of your vehicle has stolen or converted the vehicle within the terms of New Zealand criminal law.
-
- 2 No cover for intentional or reckless conduct**
- a. There is no cover for any loss or liability arising from any intentional or reckless act or omission.
-
- 3 No cover for unlicensed drivers**
- a. There is no cover if your vehicle is being driven by or in the charge of any person who:
 - i is not legally allowed to drive in New Zealand, or
 - ii is not driving according to the conditions of his or her driver licence.
 - b. This clause does not apply if the person driving or in charge of your vehicle has stolen or converted the vehicle within the terms of New Zealand criminal law.
-
- 4 No cover for drivers under 25**
- a. While you are under 25, there is no cover for any loss or damage if your vehicle is being driven by or in the charge of any other person who is under the age of 25, unless that person is:
 - i your wife or husband, or
 - ii named in the Policy Schedule.
 - b. Optional cover for under 25 drivers is available for an additional premium (see the section 'Under 25 driver cover' on page 6).
-
- 5 No cover for unsafe vehicles**
- a. There is no cover if your vehicle is being used in an unsafe or damaged condition, unless you or the person in charge of your vehicle can prove that:
 - i the person driving your vehicle was not aware that it was unsafe or damaged, and had taken all reasonable steps to keep the vehicle in a safe condition, or
 - ii the condition of your vehicle did not cause or contribute to the loss or damage.
 - b. There is no cover if your vehicle is designed to carry goods and is overloaded.
-
- 6 No cover for loss of use**
- a. We will not reimburse you for any loss of income or additional costs that you incur from not having the use of your vehicle.
 - b. Optional cover for transport costs is available for an additional premium (see the sections 'Rental vehicle option' on page 6 and 'Substitute transport costs' on page 6).
-
- 7 No cover for certain kinds of damage**
- a. There is no cover for :
 - i depreciation, wear and tear, or corrosion, or
 - ii any existing or inherent defect, or
 - iii any damage to the engine, transmission, mechanical, electrical or electronic systems due to their own failure, or any loss or damage which their failure may cause to the rest of these systems, or
 - iv any tyre damage caused by braking, punctures, road cuts or bursts.
-



-
- 8 No cover for certain uses**
- a.** There is no cover if your vehicle is being used outside New Zealand.
 - b.** There is no cover if your vehicle is:
 - i** let out on hire, or
 - ii** being used to carry fare-paying passengers, or
 - iii** being tested for, or taking part in, any form of racing, pace-making, reliability trial, speed test or similar motor sport event, demonstration or test.
 - c.** There is no cover if your vehicle is being used for any purpose other than that stated in the Policy Schedule.
-
- 9 No cover for certain events**
- a.** There is no cover for any loss or damage caused, directly or indirectly, by the following events:
 - i** war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or
 - ii** radioactive material or its use, the existence or escape of any nuclear fuel, material or waste, or
 - iii** confiscation or destruction by the order of Government or by any person or body legally authorised to seize, confiscate or destroy your vehicle.
-
- 10 No cover for terrorism**
- a.** There is no cover for any loss or damage, liability, death, prosecution or expense of any type in connection with an act of terrorism, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism.
-
- 11 No cover for unlawful substances**
- a.** There is no cover for any loss, damage, expense or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975.
 - b.** This exclusion does not apply to:
 - i** the cover provided under 'Methamphetamine contamination' or
 - ii** loss or damage caused by accidental spread of fire or explosion.

Your excess

- 1 What you must pay (your excess)**
- a.** Your excess is the amount you must contribute as the first payment towards the cost of repair or replacement on each claim you make. The Policy Schedule states the excess that applies under your policy.
 - b.** You can either pay the excess directly to a supplier or repairer, or we can deduct the excess from our payment to you.
-
- 2 Excess refund**
- a.** We will refund your excess if:
 - i** your claim relates to an accident with another vehicle, and
 - ii** we can confirm that the person driving your vehicle was completely free of blame, and
 - iii** you can give us the registration number of the other vehicle and the name and address of the other driver, and
 - iv** the other driver acknowledges his or her involvement in the accident to us.
-
- 3 No excess**
- a.** You do not have to pay any excess:
 - i** if you have chosen the 'Nil excess' option, or
 - ii** if your claim is for loss or damage to a trailer only, or
 - iii** for any claim under the section 'Cover for your legal liability' (see pages 4–5), unless an excess is specified in the Policy Schedule for such claims, or
 - iv** for any glass claim if you have chosen the 'Glass excess buy-out' option (see page 6).

Claims

These are your responsibilities when making a claim. If you do not fulfil these responsibilities we can decide not to accept a claim.

1 If you need to make a claim

- a. If it is likely that you will make a claim, you must contact us immediately. You may be asked to fill out a claim form.
- b. If there has been any deliberate damage, burglary or theft, you must notify the Police immediately.
- c. You must do what you can to prevent any further loss or damage.
- d. You must make your vehicle available for inspection by us.
- e. You must get our permission before you arrange for any repairs or incur any expense in respect of any claim.
- f. You must immediately tell us of any communication you receive that relates to an event which has resulted, or could result, in a claim.
- g. You must provide us with any further information, documents or authorities that we may ask for.
- h. You must help us as we require, including after your claim is settled. This may involve attending court to give evidence.
- i. You must tell us immediately if you, or anyone else entitled to cover under this policy, is charged with any offence in connection with the use of a vehicle which resulted in loss of property or bodily injury to another person.
- j. We must give our written approval before you or anyone else entitled to cover under this policy negotiate, pay, settle, admit or deny any claim against you or them, or 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.

2 Your rights

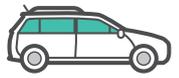
- a. You are entitled to:
 - i have your claim acknowledged and dealt with in a professional and efficient manner, and
 - ii receive a fair settlement of your claim as quickly as circumstances allow, or
 - iii receive a clear explanation of why any claim has not been met, and
 - iv have free access to our formal complaints procedure (see 'General policy information' on page 12), and
 - v have free access to an independent review by the Insurance and Financial Services Ombudsman if your vehicle is insured for private purposes.

3 Our rights

- a. We are entitled to:
 - i inspect your vehicle, and
 - ii deal with any salvage in a reasonable manner, and
 - iii settle any claim against you for anything covered by this policy, and
 - iv defend you or take legal action in your name against anyone else for anything covered by this policy, and
 - v complete all necessary documents and authorities as your agent.

4 If you have other insurance

- a. If you make a claim under this policy and there is another policy covering the same loss or damage, we will pay a proportion of the claim equal to our rateable share of the total loss or damage.
- b. This clause does not apply to compensation payable under 'Accidental death or permanent disability compensation' (see page 6).



Your responsibilities

These are your responsibilities as a policyholder. If you do not fulfil these responsibilities, we may decide not to accept a claim or to cancel your policy or treat it as though it never existed.

- | | |
|--------------------------------------|--|
| 1 Protecting your property | <ul style="list-style-type: none"> a. You or the person using your vehicle must take every care to protect all property covered by this policy. b. You must keep your vehicle in a roadworthy condition at all times. |
| 2 Accuracy of your statements | <ul style="list-style-type: none"> a. Your contract is based on information supplied to us, either by you or on your behalf. All information supplied by you or on your behalf must be truthful and correct. b. You must tell us about any circumstance that may affect: <ul style="list-style-type: none"> i our decision whether to accept your proposal and on what terms, or ii our decision whether to renew your policy, or iii our decision whether to reinstate your policy, or iv any claim made under this policy. c. If you do not disclose all of the information you should have, your policy may not operate and we may refuse to meet a claim. d. If you make a fraudulent claim, your policy will cease to operate. |
| 3 Keeping us informed | <ul style="list-style-type: none"> a. You must immediately tell us if: <ul style="list-style-type: none"> i the intended or principal driver of your vehicle changes, or ii you sell your vehicle or your interest in your vehicle ceases, or iii your vehicle is used for any purpose other than that stated in the Policy Schedule. |

Changing or ending your policy

- | | |
|---------------------------------|---|
| 1 Changing your policy | <ul style="list-style-type: none"> a. You can ask to change your policy at any time. We must agree in writing to any changes before they become effective. b. We can change the terms of your policy by writing to or emailing you at the last known address we have for you. Any changes will become effective from the 14th day after the date of the notice. |
| 2 Revaluing your vehicle | <ul style="list-style-type: none"> a. We may adjust the agreed value each year when you renew your policy, based on our best estimation of the change in the market value of your vehicle. Your vehicle's new agreed value will be stated in the Policy Schedule. b. If you are not happy with our valuation you can provide alternative valuations, which we may choose to accept. c. Paying your premium means that you have accepted the new agreed value. |
| 3 Ending your policy | <ul style="list-style-type: none"> a. You can cancel your policy at any time. If you do, we will refund the unused part of your premium. b. We can cancel your policy by writing to or emailing you at the last known address we have for you. The policy will be cancelled on the 14th day after the date of the notice. If this happens, we will refund the unused part of your premium. c. Your policy will cease if we pay out the agreed value or market value of your vehicle on a claim. If this happens, there will be no refund of premium. d. Your policy will cease immediately if you sell your vehicle or your interest in your vehicle ceases. If this happens, we will refund the unused part of your premium. |



applies to Agreed Value policies only.

General policy information

| | |
|---|--|
| Disputes | We have a formal complaints procedure to help resolve any aspect of our policies or our service that you are unhappy with. For information, please ask at any AMI store or call us on 0800 100 200 . |
| Dollar amounts | Any dollar amount stated in this policy or in the Policy Schedule is in New Zealand dollars. |
| Goods and Services Tax | All amounts referred to in this policy include any GST that may apply. |
| Interested Parties | Any Interested Party named in the Policy Schedule will be a 'joint insured' under the 'Cover for your vehicle' (<i>see page 2</i>) section of this policy. |
| Jurisdiction | This insurance contract is governed by New Zealand law. The New Zealand courts and tribunals will have exclusive jurisdiction over any legal proceeding or action arising out of or in relation to the insurance contract. |
| Legislation changes | Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law. |
| Receipts and other ownership documents | We recommend that you keep all receipts and other documents that confirm your ownership of the property covered under this policy. |
| Words in italics | Any words in italics do not form part of the policy and are provided by way of explanation only. |

Definitions

In this policy some words have special meanings and they apply to the plural and derivatives of those words. Wherever these words are mentioned in this policy, they have the following meaning:

| | |
|-----------------------------|--|
| Accessories | means automotive extras not supplied or fitted by the manufacturer of your vehicle as standard equipment for the model. |
| Accident | means unexpected and unintended by you or anyone else entitled to cover under this policy. |
| Act of terrorism | means an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that: <ul style="list-style-type: none"> – involves violence against one or more persons, or – involves damage to property, or – endangers life other than that of the person committing the action, or – creates a risk to health or safety of the public or a section of the public, or – is designed to interfere with or disrupt an electronic system. |
| Bodily injury | means the accidental death of, or accidental bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury. |
| Contamination damage | means physical loss or damage caused by chemical contamination from methamphetamine that exceeds the contamination level. |
| Contamination level | means the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510 (and until that is published, the recommended levels for remediation published by the Ministry of Health in its Recommendations for Methamphetamine Contamination Clean-up on 26 October 2016). |

| | |
|---------------------------------------|---|
| Market value | is the retail value immediately before the loss or damage to your vehicle. |
| Methamphetamine | means the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any precursor chemicals and by-products. |
| Modifications | are any changes or alterations from the manufacturer's specifications to the vehicle. |
| New Zealand Land Transport Law | means the public statutes, regulations or notices controlling or governing road traffic and road transport in New Zealand in force at the time of the event giving rise to a claim. |
| Policy Schedule | means the most recent Policy Schedule we have produced for you. |
| Remediate | means to reduce the level of methamphetamine contamination to below the contamination level. |
| Standard tools | means standard tools as supplied by the vehicle's manufacturer (or similar substitute tools) while in or attached to your vehicle. |
| Trailer | means any general use trailer. It does not include boat trailers, caravans, camper trailers or horse floats. |
| Wife or husband | means your legal wife or husband under New Zealand law. |
| We, Us or Our | means AMI Insurance (AMI), a business division of IAG New Zealand Limited. |
| You or Your | means the person or persons or corporate body to whom the Policy Schedule is addressed. |

**Thanks
for insuring
with AMI,
we're here
to help.**

Got any questions?

0800 100 200



ami.co.nz