

# your truck and agricultural machinery policy

## what is covered by this insurance policy?

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*For full details see pages 3-4.*

- cover for your vehicle if it is lost, stolen or damaged *see page 3*
  
- bonus covers: *see page 3*
  - cover for tractor tyres
  - automatic cover for trailers
  - cover when your vehicle is on loan
  
- cover for accidental damage to other people's property *see page 4*
  
- optional cover for tarpaulins and bindings *see page 5*

## about your insurance contract

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- 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 truck and agricultural machinery 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'

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### Vehicles covered by this policy



*For definitions of other words used in this policy, please see page 11.*

- 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 agricultural machinery, tractors, trucks and any other items that are stated in the Policy Schedule.
- c.** This policy covers vehicles that you use for private purposes or farm purposes, and vehicles used for commercial purposes if this is stated in the Policy Schedule.
- d.** A vehicle used for private purposes is any vehicle that you use for domestic, social or recreational purposes.
- e.** A vehicle used for farm purposes is any vehicle that you primarily use for carrying farm stores, livestock, equipment or produce, but does not include use for hire or reward.
- f.** A vehicle used for commercial purposes is any vehicle that you primarily use for your business or profession and includes use for small business farm contracting.

### Vehicles not covered by this policy

- a.** This policy does not cover motor cycles, caravans, vintage, commercial or private vehicles, other than those listed above.

# 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 7-8 and the Policy Schedule.



**Important information for Third Party policyholders:**

*This section does not apply if your truck is insured under a Third Party policy. The only cover you have under a Third Party policy is 'bonus covers - innocent party protection' (see page 4) and 'cover if you damage other people's property' (see pages 4-5).*

- 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 beyond economic or safe repair, or if your vehicle is stolen and not recovered, then we will pay you an amount up to the market value of your vehicle. If this happens, 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 painting of areas that 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.

## bonus covers

The following bonus covers are automatically included. Cover is provided on the same basis as 'Cover for your vehicle' above. Innocent party protection is the only bonus cover that applies if your truck or agricultural machinery is insured under a Third Party policy.

- 1 Agricultural machine and tractor tyre cover**
- a.** If the vehicle insured is an agricultural machine or a tractor, you are covered for any damage to agricultural machinery or tractor tyres that is caused by braking, punctures, road cuts or bursts.
  - b.** The most we will pay is the market value of the tyres at the time of the damage.
  - c.** This cover does not apply if your vehicle is a truck.

- 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 and horse floats.*

- 3 Temporary loan cover**
- a.** Your vehicle is covered for any loss or damage while it is temporarily on loan, as long as it is being used for the purpose stated in the Policy Schedule, and as long as there has been no charge or hire fee for its use.

bonus covers continued

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#### 4 Innocent party protection (Third party policies only)

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**What we will pay**

- a.** Your vehicle is covered for accidental damaged arising from a collision with another vehicle.
- b.** We will only pay you for damage to your vehicle if:
  - i** we can confirm that the driver of your vehicle was completely free of blame, and
  - ii** you can supply to us the registration number of the other vehicle and the name and address of the driver, and
  - iii** the driver of the other vehicle is uninsured and acknowledges involvement in the accident to us.
- c.** 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.
- d.** If your vehicle is damaged beyond economic or safe repair, we will pay you the market value of your vehicle. If this happens, you must transfer ownership of your vehicle to us.
- e.** The most we will pay if your vehicle is repairable or damaged beyond repair, is \$3,000 or the market value of your vehicle, whichever is the lesser.

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**What we won't pay**

- a.** We will not pay for any damage to your vehicle if you were at fault in the accident.
- b.** We will not pay to replace any part that was not damaged.
- c.** We will not pay to airfreight parts to New Zealand from overseas.
- d.** 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.
- e.** We will only pay for the repainting of areas that actually suffered damage in the event claimed for.
- f.** 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.

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### cover if you damage other people's property

You are covered for your legal liability to pay for accidental loss of or damage to other people's property anywhere in New Zealand. This section applies if you have a Third Party policy.

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**1 Legal liability includes**

- a.** You are covered for any accidental loss or damage caused while you are using your vehicle.
- b.** You are covered for any accidental loss or 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 loss or damage caused while your vehicle is being driven by someone else, with your knowledge and consent.
- d.** You are covered for any loss or 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 loss of or 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 loss of or damage to the property of any passengers in your vehicle.

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**2 What we will pay**

- a.** We will pay up to \$20 million for any claim or series of claims arising from any one event.
- 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.

cover if you damage other people's property continued

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- 3 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, or
    - iii** any property while your vehicle is being used for the purpose for which it was designed, and not as a vehicle.
  - 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.
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## optional cover

The following optional cover is available if you pay an additional premium. The Policy Schedule states whether you have chosen this optional benefit. This section does not apply if you have a Third Party policy. These options are only available if your vehicle is a truck.


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- 1 Cover for tarpaulins and bindings**
- a.** You are covered for loss of or damage to any tarpaulins, sheets, ropes, chains and stock crates that are being carried on your vehicle.
  - b.** The most we will pay is \$2,500 for any one claim.
  - c.** The most we will pay is the market value of the items at the time of the damage.
  - d.** This option is only available if your vehicle is a truck.
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- 2 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.
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- 3 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.
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- 4 Substitute transport costs**
- a.** This cover applies if we agree to pay a claim under 'Cover for your vehicle' on page 3.
  - b.** We will reimburse you for your substitute transport costs if your vehicle 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 vehicle, 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.

optional covers continued

**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:

<b>If you should die</b> .....	<i>we will pay</i>	100%
<b>If you should permanently lose:</b>		
• both hands or both feet .....	<i>we will pay</i>	100%
• the sight of both eyes .....	<i>we will pay</i>	100%
• one hand and one foot .....	<i>we will pay</i>	100%
• one hand and the sight of one eye .....	<i>we will pay</i>	100%
• one foot and the sight of one eye .....	<i>we will pay</i>	100%
• one hand or one foot .....	<i>we will pay</i>	50%
• the sight of one eye .....	<i>we will pay</i>	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 3 or ‘Cover if you damage other people’s property’ 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 if you damage other people’s property’ on pages 4-5.
- c. You are covered for your legal liability for accident 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

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## 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.
  - 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.
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## 2 No cover for unlicensed drivers

- a.** There is no cover if your vehicle is being driven by or is 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.
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## 3 No cover for unsafe vehicles

- a.** There is no cover if your vehicle is being driven 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.
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## 4 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.
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## 5 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 (except for cover provided under 'Agricultural machine and tractor tyre cover' on page 3).
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## 6 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.

what is not covered by this policy continued

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- 7 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.

## your excess

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- 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.

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- 2 Excess refund (truck policies only)**
- 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.
- b.** The excess refund only applies to trucks.

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- 3 No excess**
- a.** You do not have to pay any excess for any claim under the section 'Cover if you damage other people's property' (*see page 4*) unless an excess is specified in the Policy Schedule for such claims.

## claims

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- 1 If you need to make a claim**
- These are your responsibilities when making a claim. If you do not fulfill these responsibilities we can decide not to accept 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.

claims continued

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- 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 10).

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- 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.

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- 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.

## your responsibilities

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These are your responsibilities as a policy owner. If you do not fulfil these responsibilities, we can decide not to accept a claim or to cancel or void your policy.

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- 1 Protecting your property**
- 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.

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- 2 Accuracy of your statements**
- 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:
- i** our decision whether to accept your proposal and on what terms, and
  - ii** our decision whether to renew your policy, and
  - iii** our decision whether to reinstate your policy, and
  - 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.

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- 3 Keeping us informed**
- a.** You must immediately tell us if:
- 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

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### 1 Changing your policy

- 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 at any time. If this happens we will write to you at your last known postal address. Any changes will become effective from 4pm on the 14th working day after the date of that letter.

### 2 Ending your policy

- 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 at any time by giving you 14 working days' written notice at your last known postal address. The cancellation will be effective from 4pm on the 14th working day after we post the notice. If this happens, we will refund the unused part of your premium.
- c. Your policy will cease to operate if we pay out the 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.

### 3 Premium refunds

- a. The unused part of the premium is the premium you have paid less:
  - i the premium for the time the policy has run, and
  - ii an administration charge.

## general policy information

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### 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 branch** or call us toll free on **0800 100 200**.

### Interested Parties

Any Interested Party named in the Policy Schedule will be a 'joint insured' under the 'Cover for your vehicle' (*see page 3*) section of this policy.

### 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.

### Goods and Services Tax

All amounts referred to in this policy include any GST that may apply.

### Dollar amounts

Any dollar amount stated in this policy or in the Policy Schedule is in New Zealand dollars.

### Words in italics

Any words in italics do not form part of the policy and are provided by way of explanation only.

# definitions

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In this policy some words have special meanings. Wherever these words are mentioned in this policy, they have the following meaning:

<b>Accessories</b>	means automotive extras not supplied or fitted by the manufacturer of your vehicle as standard equipment for the model.
<b>Market Value</b>	is the retail value immediately before the loss or damage to your vehicle.
<b>Modifications</b>	are any changes or alterations from the manufacturer's specifications to the vehicle.
<b>New Zealand Land Transport Law</b>	means the 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.
<b>Policy Schedule</b>	means the most recent Policy Schedule we have produced for you.
<b>Standard tools</b>	means standard tools as supplied by the vehicle's manufacturer (or similar substitute tools) while in or attached to your vehicle.
<b>Trailer</b>	means any general use trailer. It does not include boat trailers, caravans, camper trailers or horse floats.
<b>We, Us or Our</b>	means AMI Insurance Limited, its successors and assigns.
<b>Wife or Husband</b>	means your legal wife or husband under New Zealand law.
<b>You or Your</b>	means the person or persons or corporate body to whom the Policy Schedule is addressed.

If you are unsure about any of the information contained in this policy, please visit your nearest AMI branch, or call us on 0800 100 200. We will be happy to explain.