

## Policy endorsement

# AMI Truck and Domestic Tractor Insurance extension of cover for motorhomes

Your AMI Truck and Domestic Tractor Insurance policy wording is amended as follows:

## Our definition of 'vehicle'

The clause 'Vehicles covered by this policy' on page 1 is deleted and replaced with the following:

### Vehicles covered by this policy

- a. In this policy, 'vehicle' means the motorhome described in the Policy Schedule, and includes:
  - fixtures and fittings, including floor coverings, drapes, blinds and seat squabs,
  - awnings and poles,
  - standard tools supplied by the motorhome manufacturer or similar tools,
  - accessories or modifications listed in the Policy Schedule.
- b. Vehicles that can be covered by this policy include motorhomes, campervans and horse trucks with accommodation, with a gross weight of over 3.5 tonnes.
- c. This policy only covers motorhomes that you use for domestic, social or recreational purposes.
- d. This policy does not cover vehicles with a gross weight of 3.5 tonnes and under.

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

## What is covered by this policy

The clauses 'Cover for your vehicle' and '1 What we will pay' on page 2 are deleted and replaced with the following:

### Cover for your vehicle

Your vehicle is covered for any accidental physical loss or damage that occurs during the period of cover anywhere in New Zealand (including in transit between places in New Zealand).

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.

#### 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 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 lesser.
- c. If your vehicle is damaged and is uneconomic or unsafe to repair or remediate, or if it is stolen and not recovered, then we will pay you either:
  - i the market value of your vehicle, if you have Market Value cover, or
  - ii the amount stated in the Policy Schedule or the market value, whichever is the lesser, if you have Sum Insured cover.

If this happens, you must transfer ownership of your vehicle to us.

The following clauses under the new section 'Cover for additional costs' are added:

## 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.

### Legal defence

- a. This cover applies if we agree to pay a claim under 'Cover for your vehicle' on page 2 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 d. (offences) does not apply to this cover

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### 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 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 home within New Zealand.

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### Vehicle removal

- a. 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.
- b. 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.

## Bonus covers

The 'Tractor tyre cover', 'Temporary loan cover' and 'Innocent party protection (Third party policies only)' bonus covers on pages 2 – 3 are deleted. The following new bonus covers are added:

### Children's car seats

- a. If we accept a claim for loss or damage to your vehicle, and in the event giving rise to the claim:
  - i there is loss or damage to a child car seat or baby capsule in or on your vehicle, or
  - ii in our opinion the safety of a child car seat or baby capsule in or on your vehicle is compromised, we will pay the reasonable costs to replace the item.This is in addition to any other payment under this policy.

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### Incorrect fuel

- a. If there is loss or damage to your vehicle caused by the accidental use of the incorrect fuel type, or vehicle additive or fluid, we will pay the reasonable costs of removing the fuel, or vehicle additive or fluid and repairing your vehicle, if action is taken to prevent further loss or damage as soon as reasonably possible after the mistake is realised.
- b. The most we will pay is the maximum amount payable under 'What is covered by this policy: Cover for your vehicle' 'What we will pay'.
- c. We will not pay for the cost of refuelling your vehicle or replacing the vehicle additive or fluid, or for loss or damage caused by contaminated fuel.
- d. Examples of using the incorrect fuel type or additive include putting petrol in a diesel engine, diesel in a petrol engine or an exhaust emissions additive in a fuel tank.

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### 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.

## Cover for your legal liability

The following new clauses under 'Cover for your legal liability' on pages 4 – 5 are added:

- General average**
- a. You are covered for General average or salvage charges that you are legally required to pay as a result of your vehicle being carried by ship between places in New Zealand during the period of cover.  
*'General average' is a marine term that describes how the cost of losses will be shared between those persons with property on the ship.*

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- 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 or bodily injury to other people's property that is caused:
    - i by you or any other employee when 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.

## Optional covers

The 'Cover for tarpaulins and bindings' and 'Salvage operator's liability' optional covers on pages 5 and 7 are deleted.

The following new optional cover is added:

- Motorhome contents**
- a. You are covered for any accidental physical loss or damage to your motorhome contents while they are in or about your vehicle.
  - b. By 'motorhome contents' we mean appliances, portable furniture, linen, bedding, crockery, cutlery, glassware, utensils and consumables owned by you that are normally kept in your vehicle or you have borrowed for use in your vehicle.  
*Personal effects cover for you and your family is available under a separate contents policy.*
  - c. If any item of your motorhome contents is lost, stolen or damaged, we may choose to:
    - i pay to repair the item to the condition it was in before the damage occurred, or
    - ii replace the item, up to its present value, or
    - iii provide you with a voucher to the present value of the item, or
    - iv pay you the present value of the item.
  - d. If the loss happened because of theft from your vehicle, you will only be covered if your vehicle was securely locked and the loss was a result of forceful and violent entry to your vehicle.
  - e. The most we will pay for any one event is your motorhome contents Sum Insured shown in the Policy Schedule.
  - f. We will not pay if any item is covered by any other insurance policy.

## What is not covered by this policy

The following new clauses under 'What is not covered by this policy' on pages 7 – 8 are added:

- No cover for breakdown or failure**
- a. There is no cover for breakdown or failure that is:
    - i mechanical, or
    - ii electrical, or
    - iii electronic.
  - b. This exclusion does not apply where:
    - i the breakdown or failure is a direct result of loss or damage covered under this policy, or
    - ii there is cover under a bonus cover or optional cover.
  - c. There is no cover for loss or damage caused by the use of incorrect fuel, unless there is cover under the 'Incorrect fuel' bonus cover.

**No cover for drivers under 25**

- a. If you are under 25 years of age, there is no cover for any loss, damage or liability if your vehicle is being driven by or is in the charge of any other person who is under the age of 25, unless that person is:
    - i your spouse or person with whom you are living in the nature of a marriage, or
    - ii named in the Policy Schedule.
  - b. Optional cover for other drivers under 25 years of age is available for an additional premium (see 'Under 25 driver cover' on page 5).
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**No cover for electronic data and programs**

- a. There is no cover for any loss, damage, cost, expense, prosecution or liability connected in any way with electronic data arising from any cause whatsoever including but not limited to a computer virus.
  - b. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with electronic data.
  - c. This clause does not apply to physical damage to other insured property that results from that loss of or damage to electronic data, which is not otherwise excluded.
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**No cover for tyres**

- a. There is no cover for:
    - i damage to tyres caused by braking, or
    - ii punctures, cuts or bursts to your tyres.
  - b. However, this does not apply to punctures, cuts or bursts that result in or from:
    - i fire,
    - ii collision,
    - iii overturning,
    - iv malicious damage,
    - v theft or illegal conversion, or
    - vi natural disaster.
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**No cover for wear, tear and depreciation**

- a. There is no cover for:
  - i depreciation, wear and tear, rust or corrosion, rot or mould, or
  - ii any existing or inherent defect, or
  - iii gradual deterioration, or
  - iv consequential loss,unless there is cover under a bonus or optional cover.

## Definitions

The following new clauses under 'Definitions' on page 12 are added:

**fixtures and fittings** include the vehicle's stove, refrigerator, gas cylinder, walls, stabilisers, spare wheel and tyre, television aerial and any other item that is permanently fixed or fitted to the vehicle.

**present value** means the reasonable cost to repair or replace an item in New Zealand with an item that is of comparable age, quality and capability, and is in the same general condition.