

AMI BREAKDOWN SERVICE TERMS AND CONDITIONS

About AMI BREAKDOWN SERVICE

1. AMI BREAKDOWN SERVICE ("BREAKDOWN") can be purchased by all AMI customers with a full AMI Vehicle policy or AMI Commercial policy.
2. BREAKDOWN is included as a policy option on your AMI Vehicle policy and is applied to the eligible AMI insured vehicle specified at the time you purchase BREAKDOWN.
3. Cover provided under BREAKDOWN is for the same period as your AMI Vehicle policy commencing on the date you purchase this cover from AMI.
4. Cover provided under BREAKDOWN is based on the level of cover purchased – either Premier or Standard, and any options purchased with Standard (refer to clauses 22 to 31 below).
5. BREAKDOWN applies to the specified vehicle and covers any person driving the specified vehicle.
6. BREAKDOWN may be transferred to another eligible vehicle covered by an AMI Vehicle policy.

In these Terms and Conditions:

"CUSTOMER" means the driver of the specified AMI insured vehicle covered by the AMI Vehicle policy that includes BREAKDOWN cover, and any Nominated Person named on that policy (regardless of the vehicle they are driver or passenger of).

About NOMINATED PERSON COVER

7. NOMINATED PERSON cover can be purchased, for an additional fee, by an AMI policyholder with an AMI Vehicle policy that includes BREAKDOWN cover.
8. NOMINATED PERSON cover applies to the nominated person and entitles them to BREAKDOWN cover when travelling in any vehicle, as a driver or a passenger.
9. NOMINATED PERSON cover can be purchased for up to two people.
10. NOMINATED PERSON cover is included as an option under your BREAKDOWN cover. The policyholder does not qualify for BREAKDOWN cover in any vehicle unless they nominate themselves as a NOMINATED PERSON.
11. Cover provided under NOMINATED PERSON is for the same period as your AMI Vehicle policy commencing on the date you purchase this cover from AMI.
12. NOMINATED PERSON cover is provided at the same level of base product you have selected for BREAKDOWN on your vehicle (i.e. Standard or Premium). Any optional cover purchased with BREAKDOWN – STANDARD, does not apply to NOMINATED PERSON cover.
13. Cover is provided for only the nominated person(s) stated on the vehicle schedule.
14. The nominated person can be the policyholder, or the policyholder's spouse or partner or a family member. The nominated person must be living at the same residential address as the policyholder.
15. NOMINATED PERSON cover only applies to a natural person. An organisation or business cannot be a nominated person or take out NOMINATED PERSON cover for someone else.

16. If the Nominated Person is not an existing AMI customer then an AMI customer record will be established for the nominated person.

What you get with AMI BREAKDOWN SERVICE AND NOMINATED PERSON COVER

17. With BREAKDOWN and NOMINATED PERSON cover, the CUSTOMER will receive assistance from a service provider for:
 - Towing
 - Jump starting and battery/parts replacement
 - Minor roadside repairs
 - Technical advice
 - Delivery of emergency fuel
 - Flat tyres and fitting of a spare tyre
 - Key replacement, locksmith or key courier service
 - Other Breakdown Assistance Services such as arranging an emergency taxi or rental car or contacting family members, friends or business associates to notify them of possible delays.
18. AMI facilitates the provision of the BREAKDOWN services through the appointment of authorised service providers. The service providers are independent contractors and are not agents of AMI.
19. With BREAKDOWN and NOMINATED PERSON cover, the service provider will assist the CUSTOMER subject to the following conditions and exclusions:
 - 19.1. Towing services – transportation of a vehicle that is immobilised or not safe to drive to the nearest service provider. The vehicle must be less than three tonnes and on a legal road or on a property the service provider is authorised to access and can do so safely with a two-wheel drive towing vehicle.
 - 19.2. Jump starting and battery/parts replacement – the service provider will jump start the vehicle. Where required, the service provider will arrange for the supply and fitment of emergency parts or a new battery to effect mobilisation (if the CUSTOMER'S preferred supplier is not open or in close proximity). All costs relating to the repair and the replacement parts will be charged to the CUSTOMER directly by the service provider. This may include, but is not limited to, batteries, hoses and electrical components.
 - 19.3. Minor roadside repairs – the service provider may be able to perform minor mechanical repairs where it is possible and safe to do so. However, if major parts or factory diagnostic equipment is required then the vehicle will be transported to the nearest service provider. Costs for any parts required are the CUSTOMER'S responsibility.
 - 19.4. Technical advice – Technical and mechanical advice in relation to the vehicle operation, any safety warnings or lights that may appear or technical and mechanical information regarding the vehicle will be provided through the 0800 Breakdown helpline.
 - 19.5. Delivery of emergency fuel – a service provider will arrange delivery of up to five (5) litres of fuel (petrol or diesel) or transport the vehicle to the nearest filling station. The CUSTOMER will be charged the cost of the fuel.
 - 19.6. Flat tyres and fitting of a spare type – a service provider will inflate a flat tyre (where possible) or fit the vehicle's spare tyre if the CUSTOMER has a flat or damaged tyre, provided that the spare tyre is suitable for use with the

vehicle. If it is possible, and safe to do so, the service provider may be able to repair the damaged tyre on the roadside.

- 19.7. Key replacement, locksmith service or courier service – arrangements can be made for a spare key to be delivered to the CUSTOMER or for a locksmith to attend. Any repair or replacement costs are payable by the CUSTOMER at the time the service is performed. This includes, but is not limited to, key cutting and replacement keys and locks, loss or damage to vehicle as a result of recovering the keys from the vehicle at the CUSTOMER'S request.
- 19.8. Breakdown Assistance Services – when a breakdown occurs, arrangements can be made to contact the CUSTOMER'S family, friends or colleagues to advise them of possible delays, arrange a rental car or emergency taxi and arrange emergency accommodation. All costs associated with these services are the CUSTOMER'S responsibility and are not included under BREAKDOWN or NOMINATED PERSON cover.
20. The number of call-outs covered is dependent on the level of cover purchased.
21. The service cost limits that apply to BREAKDOWN are dependent on the level of cover purchased.

Level of cover provided under BREAKDOWN - PREMIER

22. Up to five (5) call-outs from a service provider per annum.
23. A maximum cost of \$150 (excluding GST) per call out (excluding parts, which are the CUSTOMER'S responsibility).
24. All costs in excess of \$150 (excluding GST) for any call out are the CUSTOMER'S responsibility.
25. Cover for any registered boat, caravan or trailer (not exceeding 3 tonnes) that is being legally towed by the vehicle with AMI BREAKDOWN cover.

Level of cover provided under BREAKDOWN - STANDARD

26. Up to three (3) call-outs from a service provider per annum.
27. A maximum cost of \$60 (excluding GST) per call-out (excluding parts, which are the CUSTOMER'S responsibility).
28. All costs in excess of \$60 (excluding GST) for any call out are the CUSTOMER'S responsibility.
29. You can purchase an extra call-outs option. Where the extra call-outs option is purchased, then cover is provided for five (5) call outs (subject to the limit of \$60 per call-out, unless the extra cover for service costs option is also purchased) per annum.
30. You can purchase an extra cover for service costs option. Where Extra cover for service costs option is purchased, then the maximum cost of each call out is \$150. There is no increase in the available entitlements and the number of call-outs remains at three under this optional cover (unless the cover for extra call-outs is also purchased).
31. You can purchase a Towed Vehicles option. Where the Towed Vehicles option is purchased, cover will also be provided for vehicles being towed (Trailer, Boat & Caravan) by the eligible vehicle. This cover is subject to the maximum cost limitation per call out in accordance with clause 27 unless purchased in combination with Extra cover for service costs. BREAKDOWN – STANDARD cover with the Towed Vehicle cover is subject to limitations on call-outs as follows:

31.1. Where no Extra call-outs cover is purchased, three (3) call-outs per vehicle and three (3) call-outs per Towed Vehicle per annum;

31.2. Where Extra call-outs cover is also purchased, five (5) call-outs per vehicle and five (5) call-outs per Towed Vehicle per annum.

Updates to your BREAKDOWN cover are subject to the following:

32. BREAKDOWN can be added at the inception of a new qualifying AMI Vehicle policy or to an existing qualifying AMI Vehicle policy.
33. BREAKDOWN can only be added to AMI Vehicle policies in qualifying classes – full Private Vehicle and Commercial Vehicle policies
34. AMI BREAKDOWN - STANDARD options: Extra Call Outs and Extra Cover for Service Costs, can only be added when BREAKDOWN cover is initially purchased or within the annual revision period of the AMI Vehicle policy. These two options cannot be added midterm.
35. AMI BREAKDOWN - STANDARD options: Cover for Towed Vehicles, and Nominated Person cover can be added or removed at any stage of the policy lifecycle.
36. If any optional cover is removed midterm then a pro-rata refund will only be provided when the service for that cover has not been used.
37. You can only upgrade to Premier from Standard, or downgrade from Premier to Standard within the annual revision period of your AMI Vehicle policy.
38. Where the AMI Vehicle policy containing BREAKDOWN is changed to a policy that does not qualify for BREAKDOWN cover, then this cover will be removed. A pro-rata refund will be provided.
39. Where a nominated person no longer resides at the same address as the AMI Vehicle policy holder, then the cover for that nominated person must be removed and a pro rata refund will be provided when the service for that cover has not been used.

Discounts & Loadings

40. The price we charge for BREAKDOWN may reflect a number of factors we take into account and which relate to the usage of breakdown services.

Request for assistance

41. All requests for assistance under the BREAKDOWN cover are to be made by phoning the breakdown helpline: 0800 800 802
42. In case of assistance, the CUSTOMER will supply the provider with the following information:
 - 42.1. Your name, and the registration number of the vehicle
 - 42.2. Your location and if possible a telephone number where you can be contacted
 - 42.3. Brief description of emergency and nature of help required
43. The CUSTOMER needs to wait with the vehicle after contacting the BREAKDOWN provider at the site of the breakdown for assistance to be provided.

Exclusions from BREAKDOWN

44. BREAKDOWN will not be provided where:

- 44.1. the vehicle has been modified for racing, trials or rallying or any claim for service has arisen in respect of, or through participation in, such activities; or
- 44.2. the vehicle is carrying more passengers or towing a greater weight than it was designed for as stated in the manufacturer's specifications; or
- 44.3. the vehicle is a taxi, rental or hire vehicle, or a commercial light truck; or
- 44.4. the vehicle is being used in an improper, unauthorized, reckless or negligent way; or
- 44.5. the loss or damage (directly or indirectly) was occasioned by or happened in consequence of war, invasion, act of God, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, terrorism, military and usurped power, riot, or civil commotion or sabotage or any other events (whether falling into the same genus, species, class or category as the foregoing or not) beyond the control of the person operating or having control of the vehicle at the time; or
- 44.6. the CUSTOMER is outside New Zealand; or
- 44.7. the vehicle is being driven by a driver who is unlicensed or does not hold a valid license to drive that type of vehicle issued by a competent authority; or
- 44.8. the vehicle is not registered and licensed for use on public New Zealand roads; or
- 44.9. the vehicle does not comply with the current laws and regulations for road worthiness and use; or
- 44.10. the vehicle has suffered any mechanical breakdown due to driver related damage or misuse of the vehicle; or
- 44.11. the breakdown has resulted from or was connected with the vehicle manufacturer's recall; or
- 44.12. the breakdown has resulted from unauthorized repairs or from faulty workmanship; or
- 44.13. the breakdown is caused by the fitting of accessories to the vehicle which are not genuine or are not from the original manufacturer or which are not approved by the manufacturer; or
- 44.14. the vehicle cannot be accessed by a two wheel drive vehicle; or
- 44.15. the vehicle is in not in a roadworthy condition; or
- 44.16. the vehicle exceeds 3,000 kilograms; or
- 44.17. the vehicle is a towed vehicle (unless Premier cover purchased or Towed vehicles option purchased on Standard); or
- 44.18. the vehicle was involved in an accident or collision; or
- 44.19. the vehicle cannot be accessed due to extreme conditions; or
- 44.20. the vehicle has been left unattended; or
- 44.21. the vehicle requires specialized salvage equipment.

Cancellation of your BREAKDOWN

45. Notwithstanding any terms of the AMI Vehicle policy, AMI may cancel your BREAKDOWN at any time with immediate effect by providing you with written notice of cancellation.

46. You may cancel your BREAKDOWN at any time, by notifying AMI that you wish to cancel the BREAKDOWN cover.

47. Your BREAKDOWN will be cancelled if:

- 47.1.1. your policy is cancelled by either you or AMI
- 47.1.2. your policy is cancelled due to a total loss claim
- 47.1.3. you change to an ineligible policy class

48. A full refund will only apply if the policy is cancelled within 15 days of the date that you purchased your Vehicle policy that includes BREAKDOWN cover from AMI

49. A pro rata refund will apply if the policy is cancelled at any other time, for the reasons stipulated in clause 47 and you have not had any call outs under BREAKDOWN

50. Your BREAKDOWN will automatically cancel on the same date that your AMI Vehicle policy lapses or is cancelled.

Liability of AMI

51. To the maximum extent permitted by law, AMI disclaims all liability and responsibility for any direct or indirect loss or damage arising from or in connection with the provision of the BREAKDOWN services.

52. Without limiting clause 51 above, to the maximum extent permitted by law AMI will not be liable to you under the law of tort, contract or otherwise for:

- 52.1. any damage to the vehicle or theft of objects and accessories which are left in or outside the vehicle;
- 52.2. any exemplary, special, indirect or consequential damages or losses (including, but not limited to, loss of profits).

53. Without limiting clause 51 above, to the maximum extent permitted by law, AMI's liability to you shall be limited to the amount you paid AMI for the purchase of your BREAKDOWN.

Your personal information

54. By purchasing BREAKDOWN from AMI, you authorise AMI to share your personal information with the provider(s) of BREAKDOWN engaged by AMI from time to time for the purposes of providing the services under BREAKDOWN.

55. The vehicle assistance helpline operators may record telephone calls with the CUSTOMER. By purchasing BREAKDOWN you authorise those operators to share those telephone recordings with AMI for any purposes relating to:

- 55.1. Your insurance with AMI; and
- 55.2. Training and quality assurance.

56. You can request access to and correction of any personal information AMI holds about you. Unless AMI has a lawful reason for withholding this information AMI will provide you with access.