

ami

We're right here

Caravan and Trailer Insurance



Policy wording

backed by 

About your policy.



Thank you for choosing to insure your caravan or trailer 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 AMI store to discuss it or call us on **0800 100 200**, we're happy to explain.

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Important bits to read

We agree to provide you and anyone else who will use the caravan or trailer 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 caravan or trailer** against loss 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 caravan or trailer**, or add any accessories of significant value
- let us know if you **change your address**
- let us know if your caravan is being **permanently lived in**
- let us know if there is any **change of ownership** or a **change of use** of your caravan or trailer.

Other stuff to know

Your policy provides cover for your caravan and its fixtures and fittings such as:

- benches, fixed tables
- fixed beds, bunks and seating, seat squabs
- sinks and basins
- wardrobes and cupboards.

Your policy also covers some removable items such as:

- stove, refrigerator, gas cylinder
- awning, walls and poles, stabilisers
- television aerial
- curtains and blinds
- spare wheel and tyre

You can take out optional caravan contents cover for an extra premium (see page 4).



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 caravan and trailer 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 definitions of 'caravan' and 'trailer'

Caravans and trailers covered by this policy

- a.** In this policy, 'your caravan' or 'your trailer' means the caravan or trailer described in the Policy Schedule, and includes any modifications listed.
- b.** Caravans covered by this policy are caravans that are towed by a motor vehicle, together with their fixtures and fittings.
- c.** Trailers that can be covered by this policy are domestic trailers, including car trailers, motorcycle trailers and horse floats.
- d.** This policy only covers caravans and trailers that you use for domestic, social or recreational purposes.

Trailers not covered by this policy

- a.** This policy does not cover boat trailers.



For definitions of other words used in this policy, please see page 9.



What is covered by this policy

Cover for your caravan or trailer

Your caravan or trailer 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 part of 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 4–5 and the Policy Schedule.

- 1 What we will pay**
- a.** If your caravan or trailer 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 caravan or trailer is damaged and is uneconomic or unsafe to repair or remediate, or if your caravan or trailer is stolen and not recovered, then we will pay you an amount up to the market value of your caravan or trailer. If this happens, you must transfer ownership of your caravan or trailer 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 area.

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 caravan or trailer.

- 1 Caravan and trailer removal**
- a.** This cover only applies to policies in the name of a person or persons and not a corporate body.
 - b.** If your caravan or trailer is damaged so that it is unable to be towed, we will pay all reasonable costs to move it to the nearest repairer or other secure place.
 - c.** If your caravan or trailer 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 Living expenses (caravan only)**
- a.** This cover only applies under caravan policies.
 - b.** This cover only applies to policies in the name of a person or persons and not a corporate body.
 - c.** If your caravan becomes unfit to stay in, we will pay for any additional living expenses that are necessary and reasonable that you have paid.
 - d.** The most we will pay is \$300 for any one claim.

- 3 Transport expenses (caravan only)**
- a.** This cover only applies under caravan policies.
 - b.** This cover only applies to policies in the name of a person or persons and not a corporate body.
 - c.** If you are away from your home centre and your caravan has been stolen or damaged so that it cannot be towed, we will reimburse you for the reasonable costs of returning your caravan to your normal place of residence within New Zealand.



Bonus cover

The following bonus cover is automatically included. Cover is provided on the same basis as 'Cover for your caravan or trailer' on page 2.

1 Methamphetamine cover

- a.** You are covered for contamination damage to your caravan provided that it occurs in connection with the theft or illegal conversion of your caravan 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 caravan is owned by the trust, or any director or shareholder of the company if the caravan is owned by the company.

What you will get

- c.** We will at our option:

- i arrange to remediate the caravan, or
- ii pay you the reasonable costs to remediate the caravan as estimated by our assessor.

If the cost of remediation will put the caravan 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.

2 Temporary cover when you change your caravan or trailer

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

Cover if you damage other people's property

You are covered for your legal liability to pay for accidental loss or damage to other people's property anywhere in New Zealand.

1 Legal liability includes

- a.** You are covered for any accidental loss or damage caused by your caravan or trailer.
- b.** You are covered for any accidental loss or damage caused while you are using another caravan or trailer:

- 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 caravan or trailer.

- c.** You are covered for any loss or damage caused while your caravan or trailer is being used by someone else, with your knowledge and consent.
- d.** You are covered for any loss of or damage to property which is:
- i owned by passengers in the towing vehicle, and
 - ii is being conveyed in the caravan or trailer you are towing.

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.



- 3 What we won't pay**
- a.** We will not pay for any loss or damage caused if you or someone else using your caravan or trailer:
 - 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 damage to property that is in your custody or control unless that property belongs to a passenger in the towing vehicle and is being conveyed in the caravan or trailer that you are towing.
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Optional cover – caravans only

This section applies to caravans only. The following optional cover is available if you pay an additional premium. The Policy Schedule states whether you have chosen this benefit.

- 1 Cover for caravan contents**
- a.** We will cover you for loss or damage to:
 - i** your personal property
 - ii** the personal property of your immediate family while it is in or about your caravan.
 - b.** This cover does not apply if your contents are insured under another 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 caravan or trailer is attached to a motor vehicle that 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 in charge of your caravan or trailer has stolen or converted the caravan or trailer 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 caravan or trailer is attached to a motor vehicle that 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 in charge of your caravan or trailer has stolen or converted the caravan or trailer within the terms of New Zealand criminal law.
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- 3 No cover for unsafe caravans or trailers**
- a.** There is no cover if your caravan or trailer is in an unsafe condition or is being towed in a damaged condition, unless you or the person in charge of your caravan or trailer can prove that:
 - i** the person in charge of the caravan or trailer was not aware that it was unsafe or damaged, and had taken all reasonable steps to keep the caravan or trailer in a safe condition, or
 - ii** the condition of your caravan or trailer did not cause or contribute to the loss or damage.
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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 caravan or trailer.



- 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 mechanical or electrical systems, unless arising from an external cause, or
 - iv any tyre damage caused directly or indirectly by braking, punctures, road cuts or bursts.
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- 6 No cover for certain uses**
- a.** There is no cover if your caravan or trailer is being used outside New Zealand.
- b.** There is no cover if your caravan or trailer is let out on hire.
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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 caravan or trailer.
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- 8 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.
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- 9 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.

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 caravan or trailer 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.

- 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 8), and
 - v have free access to an independent review by the Insurance and Financial Services Ombudsman.

- 3 Our rights**
- a. We are entitled to:
 - i inspect your caravan or trailer, and
 - ii deal with any salvage in a reasonable manner, and
 - iii settle any claims 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.

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.

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- 1 Protecting your property**
- a.** You or the person using your caravan or trailer must take every care to protect all property covered by this policy.
 - b.** You must keep your caravan or trailer 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, 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.
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- 3 Keeping us informed**
- a.** You must immediately tell us if:
 - i** you sell your caravan or trailer or your interest in your caravan or trailer ceases, or
 - ii** your caravan or trailer is used for any purpose apart from domestic, social or recreational purposes.

Changing or ending your policy

- 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 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.
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- 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 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 the premium.
 - c.** Your policy will cease if we pay out the market value or your caravan or trailer on a claim. If this happens, there will be no refund of premium.
 - d.** Your policy will cease immediately if you sell your caravan or trailer or your interest in your caravan or trailer ceases. If this happens, we will refund the unused part of your premium.



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' only under the 'Cover for your caravan or trailer' (<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:

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:

- 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.

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 New Zealand Standard NZS 8510 (and until that is published as set out in the most recent version of the Guidelines for the Remediation of Clandestine Methamphetamine Laboratory Sites published by the Ministry of Health, including any updates or revisions).

Fixtures and fittings include the caravan’s stove, refrigerator, gas cylinder, awning and walls, stabilisers, spare wheel and tyre and television aerial and any other item that is fixed or fitted to the caravan.

Market value is the retail value immediately before the loss or damage to your caravan or trailer.

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 caravan or trailer.

New Zealand Land Transport Law 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.

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.

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.

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

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

Got any questions?

0800 100 200



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