

ami

We're right here

Third Party Car Insurance



Policy wording

backed by 

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.

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Important bits to read

We agree to provide you and anyone else who will use the vehicle 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 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 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

What is not covered by this policy?

We agree to provide you and anyone else who will use the vehicle 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.

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.*
- If you are over 25 then you may have cover for under 25 drivers unless that person is specifically stated to be excluded in the Policy Schedule.*
- Anyone named in the Policy Schedule.*
- Your wife or husband.*

*There may be times when you are not covered. See page 4, '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 third party 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 8.

- 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 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.

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 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 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 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.
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- 4 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.
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Bonus cover – innocent party protection

The following bonus cover is automatically included.

- 1 What we will pay**
- a.** Your vehicle is covered for accidental damage 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 that 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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- 2 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.

Cover for additional costs

We will pay for the following additional costs if we agree to pay a claim for damage to your vehicle under 'Innocent party protection' (see pages 3–4).

- 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.

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 a 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.
 - 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 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.

- 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 is 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.

- 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 certain kinds of damage**
- a. There is no cover for any damage caused to your vehicle that was your fault.
- b. There is no cover for:
- i depreciation, wear and tear, or corrosion, or
 - ii any existing or inherent defect.

- 7 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.
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- 8 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.
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- 9 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.

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 any claim you make. The Policy Schedule states the excess that applies under your policy
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- 2 No excess**
- a.** You do not have to pay any excess for any claim under the bonus cover 'Innocent party protection' (see pages 3–4).

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.** You must do what you can to prevent any further loss or damage.
 - c.** You must make your vehicle available for inspection by us.
 - d.** You must get our permission before you arrange for any repairs or incur any expense in respect of any claim.
 - e.** You must immediately tell us of any communication you receive that relates to an event which has resulted, or could result, in a claim.
 - f.** You must provide us with any further information, documents or authorities that we may ask for.
 - g.** You must help us as we require, including after your claim is settled. This may involve attending court to give evidence.
 - h.** 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.
 - i.** 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 7), and
 - v** have free access to an independent review by the Insurance and Financial Services Ombudsman if your vehicle is insured for private purposes.
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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 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.
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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

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**
- 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, 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** 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**
 - 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 on 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 your premium.
 - c.** Your policy will cease 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.

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 'Innocent party protection' (see *pages 3–4*) 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.
- 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. Wherever these words are mentioned in this policy, they have the following meaning:

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.
Market value	is the retail value immediately before the loss or damage to your 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.
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.
We, Us or Our	means AMI Insurance (AMI), a business division of IAG New Zealand Limited.
Wife or husband	means your legal wife or husband under New Zealand law.
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



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