Vintage and Classic Car Insurance.

Policy wording.
Thank you for choosing to insure your vintage and/or classic car 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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About your insurance contract

About this policy

a. Your insurance contract consists of:
   – this policy
   – the Policy Schedule
   – the information you provided in the proposal
   – the premium advice
   – any changes that we write to you about
   – any changes you request and we agree to in writing.

b. Your insurance contract begins when we accept the proposal, and ends on the expiry date stated in the Policy Schedule.

c. You must pay your insurance premium by the date shown on the premium advice. You cannot make a claim until you have paid your premium. If you do not pay your premium your policy will cease to operate.

If you change your mind

If you are not happy with this policy, you can change your mind, provided you tell us within 15 days of the date this policy started. We will treat your policy as being of no effect and to have never existed and refund in full any premium you have paid. This clause will not apply if any claim has been made.

Headings

The headings in this policy are for reference only and do not form part of it. They must not be used when interpreting the policy.

Words in italics

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

Our definition of ‘vehicle’

Vehicles covered by this policy

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 in the following categories can be covered by this policy:
   – ‘veteran’ means vehicles built before 1920
   – ‘vintage’ means vehicles built between 1920 – 1931
   – ‘post vintage’ means vehicles built between 1932 – 1946

c. This policy only covers vehicles for private purposes. A vehicle used for private purposes is any vehicle that you use for domestic, social or recreational purposes.

d. This policy only covers vehicles that are in an original or restored condition and not in everyday use.

Vehicles not covered by this policy

a. This policy does not cover trucks with a gross weight of over 3.5 tonnes.

b. This policy does not cover commercial vehicles, that is vehicles used for purposes other than domestic, social or recreational purposes.

c. This policy does not cover hot rods or similarly customised vehicles.

d. There is no cover if your vehicle is:
   i in everyday use, or
   ii being used outside New Zealand, or
   iii let out on hire, or
   iv being used to carry fare-paying passengers (other than private, not-for-profit car pooling), or
   v vehicle is 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, unless you have taken out optional ‘Rally and time trial cover’ (see page 4), or
   vi being used for a purpose other than that stated in the Policy Schedule.
What is covered by this policy

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 6–8 and the Policy Schedule.

What we will pay

**Repairable**

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 the lesser.

**Not repairable**

c. If your vehicle is damaged and is uneconomic or unsafe to repair or remediate, or if your vehicle is stolen and not recovered, then we will pay you the fixed agreed value stated in the Policy Schedule. If this happens, you must transfer ownership of your vehicle to us.

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. We will only pay for the repainting of areas that actually suffered damage in the event claimed for.

d. 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 loss of or damage to your vehicle.

**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.

b. 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.

**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.

**Legal defence**

a. This cover applies if we agree to pay a claim under ‘Cover for your vehicle’ above or ‘Cover for your legal liability’ on pages 5–6.

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 immediate 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.
Bonus covers

The following bonus covers are automatically included. Cover is provided on the same basis as ‘Cover for your vehicle’ on page 2.

Children’s car seats

a. You are covered for loss of or damage to any child car seat or restraint that you own or that is in your care, while it is fitted in your vehicle.
b. We will pay up to the market value of the car seat or restraint at the time of the loss or damage.
c. We will not pay if the car seat or restraint is covered by any other insurance policy.

Methamphetamine contamination

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

What you will get

- We will at our option:
  i. arrange to remediate the vehicle, or
  ii. pay you the reasonable costs to remediate the vehicle as estimated by our assessor.

- If the cost of remediation will put the vehicle in a substantially better condition, you may be required to make an appropriate contribution towards this cost if we ask you to.

Salvage option

a. If your vehicle is a total loss, this option lets you choose to keep the wreck and rebuild your vehicle yourself.
b. We will pay you the fixed agreed value, less:
  i. any applicable excess, and
  ii. the salvage value of the vehicle, as determined by us using an independent valuation.
c. Once we have paid you, your policy will cease to operate.

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.
Optional covers

The following optional covers are available if you pay an additional premium. The Policy Schedule states which optional benefits you have chosen.

**Rally and time trial cover**

a. If you choose this option, your vehicle is covered to take part in rallies, motorkhanas and time trials held on public roads and race circuits and organised by a recognised official car club.

b. You must not drive in excess of 100km per hour or the prescribed speed limit, whichever is the lesser, on any road or race circuit.

**Storage and restoration cover**

a. If you choose this option, your vehicle is only covered for loss or damage while it is in storage or is being renovated. It is not covered for any road use.

b. You must let us know where the vehicle is being stored and/or renovated, and must let us inspect the vehicle and site if we choose to.

c. If you choose this option you will pay a discounted premium.

d. If your vehicle is damaged beyond economic or safe repair, or if your vehicle is stolen and not recovered, then we will pay you the market value of your vehicle.

**Accidental death or permanent disability compensation**

a. This cover applies if you or your spouse are, or person with whom you are living in the nature of a marriage, involved in an accident anywhere in New Zealand while:
   i. travelling in the vehicle stated in the Policy Schedule, or
   ii. getting into or out of the vehicle stated in the Policy Schedule.

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 spouse, or person with whom you are living in the nature of a marriage, should die or permanently lose a hand, a foot or 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:

   
<table>
<thead>
<tr>
<th>Loss or Injury</th>
<th>We Will Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both hands or both feet</td>
<td>100%</td>
</tr>
<tr>
<td>The sight of both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>One hand and one foot</td>
<td>100%</td>
</tr>
<tr>
<td>One hand and the sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>One foot and the sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>One hand or one foot</td>
<td>50%</td>
</tr>
<tr>
<td>The sight of one eye</td>
<td>50%</td>
</tr>
</tbody>
</table>

   e. If you or your spouse, or person with whom you are living in the nature of a marriage, 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 spouse or person with whom you are living in the nature of a marriage, 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 spouse, or person with whom you are living in the nature of a marriage, have more than one vehicle policy with us, we will only pay compensation under one policy.

   i. If you or your spouse, or person with whom you are living in the nature of a marriage, 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.

**Medical expenses**

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 5–6.

b. This cover only applies to policies in the name of a person or persons and not a corporate body.

c. If you, your spouse or person with whom you are living in the nature of a marriage, 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.

**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 or bodily injury to anyone else, anywhere in New Zealand and your liability to pay reparation ordered by a New Zealand Court.

**Legal liability**

a. You are covered for any accidental loss or accidental damage or bodily injury 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 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 reward or gain.

e. You are covered for any accidental loss of or accidental damage to the property of any passengers in your vehicle.

f. 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.

**Reparation**

a. You are also covered for your legal liability to pay reparation to a victim who has suffered accidental loss of property or 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, or
   ii. the victim’s decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
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.

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.

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 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.

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 or reward.

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.

e. We will not pay for any fine, penalty, or punitive or exemplary damages.

f. We will not pay for liability connected in any way with any contract or agreement unless you would have been liable even without a contract or agreement.

What is not covered by this policy

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 that exceeds the legal limit, 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 to such an extent as to be incapable of having proper control of the vehicle, or
   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 illegally converted the vehicle provided you lay a complaint with the police.
Breakdown or failure

a. There is no cover for damage or failure that is:
   i. mechanical, or
   ii. electrical, or
   iii. electronic.

b. This exclusion does not apply to loss or damage that results from fire, collision, overturning, immersion in water, flood, malicious damage, theft or illegal conversion or natural disaster.

Confiscation

a. There is no cover for any loss, damage, cost, expense, prosecution or liability connected in any way with the confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by any order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control sudden and accidental physical loss of or damage that would otherwise have been covered by this policy.

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 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.

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.

Intentional or reckless conduct

a. There is no cover for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by you or anyone else covered by this policy.

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.

Nuclear

a. There is no cover for any loss, damage, cost, expense, prosecution or liability of any type in connection with:
   i. ionising radiation or contamination by radioactivity from:
      a) any nuclear fuel, or
      b) any nuclear waste from the combustion or fission of nuclear fuel.
   ii. nuclear weapons material.

Terrorism

a. There is no cover for any loss, damage, cost, expense, prosecution, death or liability 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.

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.
Unlawful substances   a. There is no cover for any loss, damage, cost, expense, prosecution 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  cover provided under ‘Methamphetamine contamination’ or
      ii loss or damage caused by accidental spread of fire or explosion.

Unlicensed drivers   a. There is no cover if your vehicle is being driven by or 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’s licence.

   b. This clause does not apply if the person driving or in charge of your vehicle has stolen or converted the vehicle provided you lay a complaint with the police.

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.

War   a. There is no cover for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

Wear, tear, depreciation and loss of use   a. There is no cover for:
      i  depreciation, wear and tear, rust or corrosion, or
      ii any existing or inherent defect
      iii gradual deterioration.

Your excess

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.

Excess refund   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.

No excess   a. You do not have to pay any excess for any claim under the section ‘Cover for your legal liability’ (see pages 5–6) unless an excess is specified in the Policy Schedule for such claims.
If you need to make a claim

These are your obligations when making a claim. If you do not fulfill these obligations we can decide not to accept a claim.

Your obligations

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 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.
h. You must help us to manage your claim as we request, including after your claim is settled. This may involve:
   i. providing us with any further information, documents or authorities we ask for, including proof of ownership or value, and/or
   ii. meeting with us or our representatives, and/or
   iii. attending court or a tribunal to give evidence, and/or
   iv. assisting us in taking proceedings in your name.
i. You must get our permission before you:
   i. negotiate, pay, settle, admit or deny any claim against you, or
   ii. do anything that may prejudice our rights of recovery, or
   iii. 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.
j. You must consent to your personal information, in connection with the claim, being:
   i. disclosed to us, and
   ii. transferred to the Insurance Claims Register Limited.

Your entitlements

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 11).

Our entitlements

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 your 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.

Other insurance

a. If you make a claim under this policy and there is another policy covering the same loss, damage or liability, we will not contribute towards a claim under any other policy.

b. This clause does not apply to compensation payable under ‘Accidental death or permanent disability compensation’ (see page 4).
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.

Protecting your property

a. You or the person using your vehicle must take every reasonable care to protect all property covered by this policy.
b. You must keep your vehicle in a roadworthy condition at all times.

True statement and answers

a. All information supplied by you or on your behalf must be truthful and correct.
b. Your insurance contract is based on information supplied to us either by you or on your behalf:
   i. in the proposal,
   ii. within the period of cover,
   iii. at renewal,
   iv. when you make a claim under this policy.
c. You must tell us immediately about any change in circumstance that may affect our decision:
   i. whether to accept your proposal and on what terms, or
   ii. whether to renew your policy, or
   iii. whether to reinstate your policy, or
   iv. about any claim made under this policy.
d. If any information supplied is untruthful or incorrect, or if you do not disclose all of the information you should have, the policy will be cancelled as though it never existed and we will refuse to meet a claim.
e. If you make a fraudulent claim, we may decline the claim and cancel the policy with immediate effect.
f. We may change the terms of this policy in response to any material change in circumstances you or anyone else advises to us. The change in terms will be effective from the date of the change in circumstance.

Please ask us if you are not sure whether you need to tell us about something.

Breach of any condition

a. If you or anyone else covered by this policy or acting on your behalf, breaches any of the conditions of this policy, we may at our sole discretion:
   i. decline your claim, either in whole or in part, and/or
   ii. decline any claim connected with the same event that you make on any other policies you have with us, and/or
   iii. declare either this policy or all insurance you have with us to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.
Changing or ending your policy

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.

Revaluing your vehicle

a. The agreed value will remain fixed as stated in the Policy Schedule.

b. You can change the agreed value by providing us with an acceptable written valuation.

Ending your policy

a. You can cancel your policy at any time. If you do, we will refund any premium due to you based on the unused portion of your period of cover.

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 any premium due to you based on the unused portion of your period of cover.

c. Your policy will cease if we pay out the fixed agreed value or 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, please contact us and we will refund any premium that is due to you based on the unused portion of your period of cover.

General policy information

Currency

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

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.

Financially interested parties

If we know of anyone with a financial or security interest over your vehicle, we may make payment in settlement of a claim direct to the interested party. Any person shown on the Policy Schedule as an interested party is not covered by this policy and has no right to make a claim.

Goods and Services Tax

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

Governing law and jurisdiction

The law of New Zealand applies to this policy or any section of this policy and the New Zealand courts have exclusive jurisdiction.

Joint insurance

If this policy is issued to more than one person, then the policy is a joint policy. This means that if one person does, or fails to do, something which breaches the policy or forfeits the right to cover, no cover will be available for any person under the policy.

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 suggest that you keep all receipts and other documents that confirm your ownership of the property covered under this policy.
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:

- **accessories** means automotive extras not supplied or fitted by the manufacturer of your vehicle as standard equipment for the model.
- **accidental** 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:
  - 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.
- **agreed value** means the value of your vehicle agreed by you and us and stated in the Policy Schedule. This value is fixed until you provide us with a written valuation from a registered car dealer or a suitable vintage or classic car expert.
- **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.
- **computer virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, ‘Trojan horses’, ‘Worms’ and ‘Time or logic bombs’.
- **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 the most recent version of the New Zealand Standard NZS 8510.
- **event** means any one event or series of events arising from one source or original cause.
- **market value** means the retail value immediately before the loss or damage to your vehicle.
- **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** mean any changes or alterations from the manufacturer’s specifications to the vehicle.
- **natural disaster** means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the Earthquake Commission Act 1993.
- **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.
- **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.
- **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.

Call us on 0800 100 200
or visit ami.co.nz