Trailer Insurance

Policy Wording

Welcome to your policy

Thank you for choosing AMI Insurance

This policy wording, along with your policy schedule, contains all the information you need to know about your insurance cover. Please read these carefully and keep them on hand as you will find them useful if you need to make a claim.

How to contact us

In **New Zealand**, just call **0800 100 200**. If you have any questions, need help, or want to make a claim, our contact centres are available 7 days a week or visit **ami.co.nz**

From overseas call us direct on **+64 3 371 9000**.

WriteMark®
Plain Language Standard

Our promise to customers includes communicating clearly. This document meets the WriteMark quality award, independent proof we have achieved a high standard of plain language.

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Your cover at a glance

This table summarises the cover and does not form part of your policy. Your policy sets out full details about your cover and the limits, exclusions and conditions that apply.

	Trailer Insurance
What we cover	
Sudden and accidental loss of or damage to your trailer	✓
Legal liability	✓
Automatic benefits	
Completion of journey	✓
Excess protection (if the identified driver of another vehicle causes damage and we establish they were completely at fault)	✓
Fire extinguisher replacement or refilling	✓
Storage of your trailer	✓
Temporary cover for additional or replacement trailers	✓
Towing	✓

Important information about your policy

'You' and 'your' mean any person or entity shown as the Insured in your **policy schedule**. 'We', 'us' and 'our' mean IAG New Zealand Limited.

What your policy is

Your policy is a contract between you and us, and has three parts:

- This policy wording. It explains what we cover and do not cover, your responsibilities, how to contact us and how to make a claim.
- Your **policy schedule**. This contains information specific to you, such as the type of insurance you have, who and what is insured, your **sum insured**, the **period of insurance** and the premium that applies.
- Any addendum, endorsement or warranty that we apply. This may add special terms and conditions to your policy. It may be a separate document or printed in your **policy schedule**.

Receiving your policy documents

You may choose to receive your policy documents by email or post:

- If we send your policy documents to you by email, we will send them to the person and email address you nominated for receiving policy documents. Any policy documents we send to this email address will be considered to have been received by you 24 hours after we send them.
- If we send your policy documents to you by post, we will send them to the person and mailing address you nominated for receiving policy documents.

You are responsible for making sure the person and email or mailing address we have for your policy documents are correct. If any of these contact details change, you must let us know as soon as possible. We will consider you have received all policy documents we send to the person and email or mailing address you nominated, even if those details are no longer correct.

How to read your policy

Words in **bold** have a special meaning. These words and what they mean are listed in the section 'Definitions'.

Headings, examples and comments are a guide only. They do not change the meaning of your policy.
The headings help you find your way around this policy wording. The examples and comments in boxes help you understand how your policy works.

What you must let us know about as soon as possible

You must let us know as soon as possible if any of the following applies:

- your circumstances change, and the change may affect the chance of a claim or the amount of a claim under your policy
- information in your **policy schedule** needs to be amended
- other insurance covers your trailer
- your trailer will be **used** in any of the circumstances that are not covered, as listed below in the section 'Trailer use we cover and do not cover'
- something happens that could lead to a claim under your policy.

Examples of what you must let us know about as soon as possible:

- you change the address where you usually keep your trailer
- you start using your trailer to earn an income
- you have an accident involving your trailer.

See also:

- 'Trailer use we cover and do not cover' that explains uses we do not cover
- 'Change in circumstances' and 'Duplicate insurance' in the section 'Conditions of your cover'
- 'Claims – what you need to do' that explains what else you need to do for a claim.

If you are not sure whether we need to know about something, it is important that you check with us.

15-day cooling-off period for your new, renewed or amended policy

You have a 15-day cooling-off period when any of the following happens:

- You take out your new policy. The cooling-off period begins on the date your policy starts.
- Your policy renews. The cooling-off period begins on the renewal date.
- You amend your policy part way through the **period of insurance**. For example, you increase your **sum insured**. The cooling-off period begins on the date your policy amendment takes effect and only applies to the amendment.

If, for any reason, you change your mind about your policy or the amendment to your policy, we will refund the applicable premium you have paid if both the following apply:

- you let us know within the 15 days
- you have not made a claim under the cover that you have changed your mind about.

We then treat your policy or the amendment to your policy as if it never existed.

You pay the excess

The excess is the first amount of your claim that you must pay. The excess is deducted from your claim settlement or from the policy limit if that is less. Your **policy schedule** shows the different excesses that apply.

For each **incident** the trailer excess and any other applicable excess applies, unless stated otherwise.

If you insure more than one trailer with us, the excess applies individually to each trailer.

If one **incident** results in a claim under more than one section, benefit, or sub-section of a benefit, we deduct only the highest applicable excess.

If one **incident** results in more than one claim under certain personal property policies you hold with us at the same address, we deduct only the highest excess of the policies you are claiming under. This applies to a boat, car, caravan, contents, home, landlord's, motorcycle, motorhome, residential contract works or trailer policy.

Examples of how we deduct the excess from a claim or the policy limit

Situation: We accept your claim under a benefit that has a limit of $5,000. Your claim is $2,500.

A $200 excess applies.

Since your claim is less than the benefit limit, we deduct the excess from your claim.

Cover: We pay you $2,300.

Situation: We accept your claim under a benefit that has a limit of $2,000. Your claim is $2,500.

A $200 excess applies.

Since the benefit limit is less than your claim, we deduct the excess from the benefit limit.

Cover: We pay you $1,800.

We provide cover if you pay the premium

When you take out your policy, you agree to pay us the premium. In return for paying the premium, we provide the cover you have chosen.

You may pay the premium in either:

- one lump sum each year
- instalments by direct debit from an account or credit card you nominate, if we offer you the option of instalments.

Your **policy schedule** shows the amount you need to pay and the due date for the annual premium or each instalment.

What happens if you do not pay on time

If any premium is not paid by the due date, we will send you a notice. The notice will outline the overdue amount and when it needs to be paid to keep your policy active.

If the premium remains unpaid after the date specified in our notice, we will cancel your policy for non-payment. If you choose to pay the premium in instalments, cancellation will take effect from the date your policy was paid up to.

If you choose to pay the premium in one lump sum each year but do not pay in full, cancellation will take effect from the date your new policy started or your existing policy renewed. We will refund any partial premium paid.

We will not pay any claim for anything that happens after the cancellation takes effect.

You may need to make a claim when the premium is overdue but before we cancel your policy for non-payment. If this happens, you must pay the overdue amount as part of the claim settlement process.

What happens when your policy is about to renew

We will write to you at least 14 days before your policy expires. We will let you know the date and time of expiry and advise you if we are prepared to renew your policy. If we offer to renew your policy, we will send you an updated **policy schedule** and quote a renewal premium. You should review any offer of renewal to ensure the insurance cover is still appropriate for you.

If you paid the last premium by direct debit, we continue to deduct the renewal premium in the same way from the same account or credit card. This means your policy will automatically renew if we offer you a renewal. We do this whether you pay in one lump sum each year or in instalments. If you do not want us to continue to deduct these payments and automatically renew your policy, please contact us before your current policy expires.

On renewal, we may change your trailer **sum insured** to account for general factors that affect trailer value changes in the wider market.

In our offer of renewal, we show you the **sum insured** that will apply during the next **period of insurance**. You are responsible for checking that the **sum insured** is enough to cover **loss** to your trailer, including its accessories and modifications. If you do not agree with the **sum insured** in our offer of renewal, please contact us.

How we collect and use your personal details

We collect and hold the personal information you gave us when you applied for your policy, and any further information you give us while insured with us, including when you make a claim.

We use this information to decide whether and on what terms to provide you with insurance cover, and to administer your policy and any claims. To do these things, we may share your personal information with our service providers and other parties that have a financial interest in the covered property.

You have the right to access and correct any information that we hold about you by contacting us.

You can make a complaint

Sometimes things do not go to plan and at times you may feel we have let you down. If this happens, please let us know. We will do our best to put things right or explain something we could have made clearer.

If you are still not satisfied, you can make a complaint by contacting us. We will take you through the steps of the complaints process and continue to work with you to try and find a resolution.

What we mean by ‘your trailer’, ‘accessory’ and ‘modification’

‘Your trailer’, ‘accessory’ and ‘modification’ have special meanings.

Your trailer

‘Your trailer’ means your insured trailer described in your **policy schedule**.

‘Your trailer’ includes its:

- standard tools supplied by your trailer’s manufacturer or similar substitute tools
- fixtures and fittings, such as permanently attached racks and storage boxes
- accessories or spare parts in or on your trailer
- accessories that have been temporarily removed from your trailer for security purposes, cleaning or servicing
- modifications.

‘Your trailer’ does not include:

- lubricants or other fluids
- spare parts not in or on your trailer.

Accessory

‘Accessory’ means a part of your trailer that is both:

- fitted to, usually fitted to, or permanently stored in or on your trailer
- not directly related to the function of your trailer.

Examples of items we cover and do not cover as accessories

Item: Tie downs and load restraints, trailer covers and tarpaulins, or fire extinguishers.

Cover: Yes, if these are usually fitted to or stored in your trailer.

Item: Load restraints borrowed from someone else’s trailer.

Cover: No.

Modification

‘Modification’ means any:

- change to your trailer from the manufacturer’s original specification or recommendations
- performance enhancement to your trailer
- change to the appearance, safety or handling of your trailer.

We do not cover any modification to your trailer that prevents it from meeting a Warrant of Fitness or Certificate of Fitness standard.

Trailer use we cover and do not cover

Cover applies while any trailer is being **used** for any personal purposes, except in the circumstances listed below.

Cover is suspended while any trailer is being **used** in any of the following circumstances:

- to earn an income
- for hire, including through an arrangement between private individuals
- in any type of motor sport, race, or pace making, including any speed test, reliability or other trial
- on any racetrack, including for driver training or track days.

You must let us know as soon as possible if your trailer will be **used** in any of the above circumstances.

We do not provide any cover if an incident happens while your trailer, or another trailer you are towing, is used in the circumstances above.

Section one – cover for your trailer

In this section we explain how we cover your trailer. We also set out what happens and what we pay following **loss** to your trailer.

What we cover

We cover sudden and **accidental loss** to your trailer that happens during the **period of insurance** in New Zealand.

What we pay for repairable damage

If we decide the **loss** to your trailer is economic to repair, at our option we either:

- pay the reasonable cost incurred to repair your trailer as near as reasonably possible to the condition it was in just before the **loss**
- pay you our estimate of the reasonable cost to repair your trailer as near as reasonably possible to the condition it was in just before the **loss**.

For an accessory, the most we pay is its **market value** unless stated otherwise in a benefit.

We may pay for aftermarket or used parts

At our option we may pay for comparable reconditioned or recycled used parts, or aftermarket new parts, instead of original equipment manufacturer new parts.

A reconditioned or recycled part is a used part that has been restored to a condition equal to or better than the part you had before.

An aftermarket part is a part that may not be produced by your trailer's manufacturer and does not have your trailer's branding.

When a part is not available

If any part or tool is unavailable from a supplier based in New Zealand, the most we pay is the reasonable cost of fitting and our choice of:

- The item's last known selling or list price in New Zealand.
- The cost to have the item made in New Zealand.
- Our estimate of the reasonable cost to replace the item with one from a supplier based in New Zealand, that is of equivalent quality and capability, and in the same general condition just before the **loss**. The replacement item will be equal to or better than the original item; however, the brand, price, method of manufacturing or specifications and features may differ.

Your contribution to improvements or repairs for damage not covered under your policy

We may ask you to pay the difference or contribute to the cost before starting repairs if either:

- the repairs put your trailer in a better condition than it was in just before the **loss**
- our assessor identifies damage to your trailer that is not covered under your policy but needs to be repaired to make your trailer roadworthy.

If you do not agree to pay, we pay you our estimate of the reasonable cost of repairs, excluding the cost of the improvements or repairs for damage not covered under your policy.

Examples of repairs that may put your trailer in a better condition:

- replacement of wheels or tyres
- new paintwork.

Examples of damage not covered under your policy:

- bald tyres caused by wear and tear
- rust damage.

For details of other damage not covered under your policy, see 'Trailer exclusions' in the section 'Exclusions'.

If your trailer has other damage covered under your policy but not caused by the same incident as your current claim, you may make a separate claim for the other damage. We must accept this separate claim before repairing the other damage. A separate excess may apply to each claim.

What we pay for a total loss

If we decide your trailer is a **total loss**, at our option we do one of the following:

- pay you the **market value**, or your **sum insured** if that is less
- replace your trailer with a new trailer of the same model and specification, including on-road costs, if both the following apply:
  - the **loss** happened within 24 months of you purchasing your trailer new
  - the specific model is available in New Zealand.

If you pay the premium by instalments, we deduct any premium you owe us up to the end of the **period of insurance** before we settle your claim.

We deduct the excess and any premium owing from any claim payment.

After we settle a total loss claim

After we settle a **total loss** claim, all the following apply:

- we cancel your policy with effect from the end of the day of the **loss**
- we do not refund or credit any premium
- your trailer and any salvage become our property
- we deregister your trailer if required by law.

If the claim was for your stolen trailer and the trailer is later recovered, you must let us know as soon as possible.

As we own the trailer after a total loss, we keep any salvage as well as any refunds, such as for the unused portion of the vehicle licence (registration).

For examples of how a claim payment might be calculated, see 'How we pay claims – some examples' at the end of this document.

Section one – automatic benefits

You automatically get the following benefits. The terms and conditions of your policy apply.

The amounts we pay under these benefits are included in the amounts payable under 'Section one – cover for your trailer', unless stated otherwise in a benefit.

Completion of journey

If we accept a claim for **loss** to your trailer that means you cannot tow it, we pay the reasonable costs you incur for the following:

- To move your trailer from where the **loss** happened to the nearest repairer, place of storage or safe place on your journey.

  We also pay the reasonable costs of the following if we approve them first to:
  - move your trailer to a repairer or place of storage near your home if repairs cannot be completed during your journey
  - return your trailer to your home after repairs are complete
  - return your trailer to your home, or a repairer or place of storage near your home, if it is stolen and recovered before a **total loss** claim is settled.
- For temporary repairs to make your trailer roadworthy so you can get to your destination or to a repairer. The temporary repairs must be both:
  - necessary to keep your trailer secure or to get back on the road safely
  - directly related to the **incident** that caused the **loss**.
- To transport anything in your trailer, including any domestic pets. We pay the cost of transport from the place where the **loss** happened to your home or to your nearest immediate destination if closer.

  We also pay the reasonable costs to transport you and anyone in the towing vehicle, including any domestic pets, if all the following apply:
  - the towing vehicle cannot be driven as a result of the **incident** that caused the **loss**
  - the transport costs are not covered under any other insurance.
- For one night's accommodation for anyone in the towing vehicle, including any domestic pets in the towing vehicle or in your trailer. The most we pay is up to $1,000 for an **event**.

If someone else tows your trailer with your permission, we cover them under this benefit as if they were you.

The amount we pay is in addition to any payment under 'Section one – cover for your trailer'.

If you have other cover for 'Completion of journey' with us, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

Excess protection

If we accept a claim for **loss** to your trailer caused by the driver of another vehicle, we refund your excess if all the following apply:

- you give us the correct registration number of the other vehicle and other information we need to contact the driver and confirm their involvement, including their name and phone number
- the driver of the other vehicle acknowledges to us, or we can establish, that they were completely at fault
- you give us reasonable help to recover costs incurred through your claim.

Fire extinguisher replacement or refilling

If a fire extinguisher accessory of your trailer is used in an attempt to put out a fire or rescue someone, we pay the reasonable cost to replace or refill it. If your claim is only to replace or refill the fire extinguisher, you do not pay an excess.

You may claim under this benefit only once and for only one fire extinguisher during the **period of insurance**.

The amount we pay is in addition to any payment under 'Section one – cover for your trailer'.

If you have other fire extinguisher replacement or refilling cover with us, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

We do not cover a fire extinguisher that has expired or that is of a commercial grade.

If your claim is for a different type of **incident**, the most we pay for a fire extinguisher accessory of your trailer is its **market value**.

Storage of your trailer

If we accept a claim for **loss** to your trailer, we pay the necessary and reasonable cost to store it at a location we agree until one of the following happens:

- your trailer can be repaired
- we settle your claim.

This includes the cost to transport your trailer to and from a repairer.

If we decide the storage is no longer necessary, we may move your trailer or ask you to move it to another location we agree. Any further costs, or parking or other requirements, are your responsibility.

The amount we pay is in addition to any payment under 'Section one – cover for your trailer'.

Temporary cover for additional or replacement trailers

If you purchase an additional trailer or a replacement trailer for your trailer, we cover that trailer under your policy in the same way as we cover your trailer if all the following apply:

- the other trailer is involved in an **incident** within 14 days of the purchase
- the other trailer is not yet insured
- the other trailer is one we would cover under your policy
- you apply to insure the other trailer with us within 14 days of the purchase
- the purchase price of the other trailer is the sum insured
- you accept any special terms and conditions we apply
- you pay any additional premium we require.

We set up a new policy for the other trailer. The start date of the new policy is the date you purchased the other trailer.

Example of what we would cover under this benefit

Situation: You purchase a second trailer. It is damaged in an accident one week later, before you insure it.

Cover: We set up a new policy for your second trailer. We cover the damage as if it was your insured trailer.

Towing

We pay the necessary and reasonable towing and rescue costs incurred if you are unable to tow your trailer in any of the following circumstances, and if we approve these costs first:

- Your trailer sustains **loss**, and we accept a claim for that **loss**. We pay to move your trailer to the nearest repairer or secure place.
- You become ill or injured while towing your trailer, and none of your passengers can tow your trailer for you. We pay to move your trailer to the nearest secure place.
- The towing vehicle sustains sudden and **accidental loss** while you are towing your trailer. We pay to move your trailer to the nearest secure place.

If someone else tows your trailer with your permission, we cover them under this benefit as if they were you.

The amount we pay is in addition to any payment under ‘Section one – cover for your trailer’.

We do not cover the cost to move the towing vehicle.

Section two – legal liability

In this section, we explain how we cover your legal liability and the legal liability of another person. We also set out the most we pay for legal liability.

What we cover

We cover your legal liability for **loss** to another person's property or **injury** to another person through the **use** of a trailer, including carrying property in that trailer. Cover includes your legal liability for general average or salvage charges following your trailer being carried by ship.

Your legal liability when you use your trailer

We cover your legal liability resulting from:

- **accidental loss** to another person's property, including loss of use and the cost to remove debris from a road or adjacent area
- **injury** to another person.

Cover applies if the **loss** or **injury** is caused by your **use** of your trailer, including carrying property in your trailer, during the **period of insurance** in New Zealand.

Cover includes:

- defence and other legal costs and expenses incurred, that we approve first
- costs that a court orders you to pay
- **reparation**.

Your legal liability when you use another person's trailer

We cover your legal liability caused by your **use** of a trailer that another person owns, including carrying property in that trailer. We cover this in the same way as we cover you when you **use** your trailer. Both the following must apply:

- you have the owner's permission to **use** the trailer, including carrying property in the trailer
- the liability is not covered under any other insurance.

The terms and conditions of your policy apply, including 'Trailer use we cover and do not cover'.

We do not cover **loss** to the trailer, or property in the trailer, that you are **using**, or the excess under any other insurance.

We do not cover your legal liability if you hire the trailer but do not take out legal liability insurance that is available through the hire company.

Another person's legal liability when they use your trailer

We cover another person's legal liability caused by their **use** of your trailer, including carrying property in your trailer. We cover their legal liability in the same way as we cover your legal liability. Both the following must apply:

- the other person has your permission to **use** the trailer, including carrying property in the trailer
- the liability is not covered under any other insurance.

The terms and conditions of your policy apply, including 'Trailer use we cover and do not cover'.

General average or salvage charges for trailers on a ship

We cover general average or salvage charges for which you are legally responsible as a result of your trailer being carried by ship between places in New Zealand.

> ‘General average’ is a marine term that describes how the cost of losses will be shared between people with property on the ship.

What we pay

Limits apply to what we pay for legal liability.

The most we pay for legal liability

The most we pay for an **event**, including all legal liability, costs, expenses and **reparation**, is:

- $20,000,000 for liability for **loss** to property, including loss of use and removal of debris
- $1,000,000 for liability for **injury**.

However, the most we pay in total for an **event** involving both **loss** to property and **injury** is $20,000,000.

If your claim is only for legal liability, you do not pay an excess.

The amount we pay is in addition to any other payment under your policy.

Full and final settlement for legal liability

We may pay the full amount under this part of your policy, or any lesser amount for which the legal liability can be settled. This payment will meet all our obligations under this part of your policy.

Exclusions – what we do not cover

This section explains what we do not cover. It is divided into three sub-sections – trailer exclusions, liability exclusions and general exclusions.

See also 'Trailer use we cover and do not cover' at the start of this policy wording, which sets out the circumstances and trailer **use** that will suspend all cover under your policy.

Trailer exclusions

The following exclusions apply to your trailer.

Types of loss

We do not cover any:

- depreciation
- wear and tear, rust or corrosion
- rot, mould or mildew, or gradual deterioration
- loss of use
- consequential loss.

However, this exclusion does not apply to the extent cover is provided under 'Section two – legal liability' or an automatic benefit.

Examples of consequential loss we do not cover

Situation: We accept a claim for your stolen trailer. You need to take time off work to purchase a new trailer.

Cover: We do not cover your lost wages from taking time off work.

Situation: Your trailer is damaged in an accident and we accept your claim.

Cover: We pay to repair the damage, but do not cover any loss in value of your trailer following the accident.

Breakdown or failure

We do not cover any mechanical, electrical or electronic breakdown, wearing out or failure (including where this is a result of an external source). However, this exclusion does not apply to breakdown or failure that is a direct result of **loss** from an external source that is covered under 'Section one – cover for your trailer'.

Example of what we cover and do not cover

Situation: A fault in your trailer's brake system causes a collision.

Cover: We do not cover the fault. We cover the cost to repair the damage caused by the collision.

Defects and faults

We do not cover any **loss** caused by, or connected to, any:

- defect, including a structural defect
- faulty design
- faulty work.

This exclusion only applies to the property directly affected and not to sudden and **accidental loss** to other parts of your trailer resulting from the defect, faulty design or faulty work.

Example of sudden and accidental loss to other parts of your trailer resulting from a defect

Situation: A defect in your trailer's jockey wheel causes your trailer to drop suddenly, damaging your trailer's frame.

Cover: We do not cover the defective jockey wheel. We cover the cost to repair the damage to your trailer's frame.

Pre-existing damage

We do not cover any:

- damage to your trailer that existed at the time you took out your policy
- damage to your trailer that was left unrepaired from a previous claim
- damage as part of a claim if the damage to your trailer was caused by a different **incident** to the one related to your current claim.

Example of pre-existing damage caused by a different incident

Situation: We accept a claim for damage to a panel of your trailer. Your trailer's brake light was damaged in a different incident.

Cover: We do not cover the brake light as part of the current claim. You may make a separate claim for the brake light. A separate excess may apply to each claim.

Tyres

We do not cover tyres for any:

- damage caused by braking
- wear and tear
- punctures, cuts or bursts, unless these result from either:
  - **loss** for which we accept a claim
  - malicious damage.

This exclusion also applies if a tyre needs to be repaired or replaced so your trailer can be released to you as part of a claim.

Examples of what we cover and do not cover

Situation: You are towing your trailer and are involved in a nose-to-tail crash. Your tyre is damaged as a result of this crash.

Cover: We cover the cost to repair or replace the damaged tyre as part of the cost of repairing your trailer.

Situation: Your tyre has a puncture and deflates. As a result of the flat tyre, you crash your trailer.

Cover: We do not cover the tyre puncture. We cover the cost to repair the damage to your trailer caused by the crash.

Undamaged parts

We do not cover costs relating to any undamaged part of your trailer, unless we decide this is necessary to repair the **loss** covered.

Example of what we do not cover

Repainting an undamaged panel to match the paint on a repaired panel.

Liability exclusions

We do not cover any liability connected to any of the following:

- **Loss** to property being carried by or loaded into or unloaded from any trailer.
- **Loss** to property that you own, or that is in your care or in the care of any other person covered under your policy.
- The ownership, **use** or maintenance of any trailer within the restricted area of an airport.
- Any contract or agreement, unless you would have been liable even without the contract or agreement.
- Costs resulting from the prosecution of any offence under any Act of Parliament including any regulations.
- Personal injury if cover is available under the Accident Compensation Act 2001. We also do not cover the injury if the Accident Compensation Corporation (ACC) would have covered a claim if one had been lodged or lodged on time.

  We do not cover a claim that ACC has rejected.

General exclusions

We do not provide any cover, including for loss, damage or liability, in any of the following circumstances.

Alcohol, drugs or other intoxicating substances

We do not cover anything if any of the following applies to the driver towing the trailer:

- they have a breath or blood alcohol level over the legal limit
- they refuse to take a breath or blood alcohol test following an accident, as required by law
- they are affected by a drug or other intoxicating substance, including alcohol, to such an extent that they cannot properly control the vehicle towing the trailer
- they do not stop or stay at the scene following an accident, as required by law.

However, this exclusion does not apply if your trailer was stolen or subject to attempted theft when the **incident** happened, and a police report has been filed for the theft or attempted theft.

Communicable disease

We do not cover anything connected to, or contributed to by, any:

- communicable disease contamination
- loss of value or loss of use of your trailer resulting directly or indirectly from communicable disease contamination
- actual or alleged transmission of any communicable disease or the threat or fear of such transmission.

In this exclusion, some words have specific meanings:

- ‘Communicable disease’ means any:
  - disease stated to be a quarantinable disease under the Health Act 1956
  - disease in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002
  - disease in respect of which a pandemic or epidemic has been declared by the World Health Organization or the New Zealand government or any New Zealand government agency or lawful authority
  - disease declared by the World Health Organization to be a Public Health Emergency of International Concern
- ‘Communicable disease contamination’ means the actual, suspected or potential presence, or the threat or fear of such presence, of any communicable disease at, in or on your trailer.

Computer systems

We do not cover anything caused by, or connected to, the unavailability or corruption of, or failure to access, process, use or operate, any computer or electronic system that forms part of your trailer.

It does not matter how the unavailability, corruption or failure happened. For example, the unavailability, corruption or failure may be connected to a breakdown, fault or defect, or an external source. An external source may be a computer virus or someone accessing any of your trailer’s computer or electronic systems without your permission.

However, this exclusion does not apply to any:

- unavailability, corruption or failure that is a direct result of **accidental loss** caused by non-electronic means that is otherwise covered under ‘Section one – cover for your trailer’
- sudden and **accidental loss** to other parts of your trailer resulting from the unavailability, corruption or failure, that is otherwise covered under ‘Section one – cover for your trailer’
- legal liability you have for **loss** to another person’s property, or **injury** to another person, resulting from the unavailability, corruption or failure, that is otherwise covered under ‘Section two – legal liability’.

Example of sudden and accidental loss to other property because a computer system is unavailable

Situation: Your trailer’s computer system is hacked and your brakes stop working. You crash into another vehicle because your brakes did not work.

Cover: We do not cover your brakes. We cover the cost to repair the damage to your trailer caused by the crash and your legal liability for damage to the other vehicle.

Confiscation

We do not cover anything caused by, or connected to, any:

- confiscation, nationalisation, requisition or acquisition under an order
- destruction of or damage to property under an order.

By ‘order’, we mean a government order, public or local authority order, or an order under an Act of Parliament or Regulation.

However, this exclusion does not apply if that order is required to prevent or control **loss** that would otherwise have been covered under your policy.

Electronic data

We do not cover lost electronic data, or anything caused by, or connected to, lost electronic data.

However, this exclusion does not apply to any:

- Sudden and **accidental loss** to other property directly resulting from lost electronic data, if the **loss** and property are covered under your policy.
- Claim covered under 'Section one – cover for your trailer' for any electrical or electronic hardware component or system of your trailer. In this case, we pay the reasonable cost to restore, reset or reprogramme any:
  - software, programs or other coded instructions to restore manufacturer's settings
  - hardware components or systems that need work as part of repairing damage to other parts of your trailer.

In this exclusion, 'electronic data' means information changed to a form usable for communications, processing or controlling. This includes, for example, software, programs and other coded instructions for data processing or controlling electronic equipment.

Fines and damages

We do not cover any fine, penalty, or punitive or exemplary damages.

Illegal, unsafe or unroadworthy

We do not cover anything caused by, or connected to, any trailer being **used** in any of the following circumstances:

- For an illegal purpose.
- In an illegal or unsafe way.
- In a condition that is unroadworthy or would not meet a Warrant of Fitness or Certificate of Fitness standard just before the **loss**. This only applies if the person **using** the trailer should have known that this **use** or condition could result in a claim.

This exclusion only applies if the excluded **use** or condition of the trailer contributed to the **incident**.

However, this exclusion does not apply if your trailer was stolen or subject to attempted theft when the **incident** happened, and a police report has been filed for the theft or attempted theft.

Example of an incident caused by using your trailer in an unsafe way

Situation: You load items into your trailer without securing them. While towing your trailer, the unsecured items fall on to the road. This causes you to lose control of your trailer and it crashes into another vehicle, damaging both your trailer and the other vehicle.

Cover: No. We do not cover the damage to your trailer or your liability for damage to the other vehicle.

Incidents outside New Zealand

We do not cover anything that happens outside New Zealand.

Incidents outside the period of insurance

We do not cover anything that happens outside the **period of insurance.**

Intentional or reckless acts

We do not cover anything caused by, or connected to, any intentional or reckless act or failure to act. This exclusion applies whether the action or inaction was by you, by any other person covered under your policy or by any person who has your consent or implied consent to **use** the trailer.

Nuclear contamination and activity

We do not cover anything caused by, or connected to, any:

- ionising radiation or contamination by radioactivity from any nuclear fuel
- ionising radiation or contamination by radioactivity from any nuclear waste from the combustion or fission of nuclear fuel
- nuclear weapons material
- nuclear power plants, including the use or escape of any nuclear fuel, material or waste.

Sanctions

We do not provide any cover or benefit, or pay anything in connection with your policy, including any premium refund, if doing so may breach or risk exposure to any:

- sanctions, prohibitions or restrictions under United Nations resolutions
- trade or economic sanctions, laws or regulations of New Zealand, Australia, Singapore, the United Kingdom, the United States of America or the European Union.

Seepage, pollution or contamination

We do not cover anything caused by, or connected to, seepage, pollution or contamination, including the cost to clean up.

However, this exclusion does not apply if the **incident** is caused by a sudden and **accidental event**, if the **incident** is otherwise covered under your policy.

Terrorism

We do not cover anything connected to, or contributed to by, any:

- terrorism that involves any biological, electromagnetic, chemical, radioactive or nuclear pollution, contamination or explosion
- controlling, preventing, suppressing, retaliating against or responding to terrorism as described in the point above.

In this exclusion, 'terrorism' includes any act, threat of action or preparation for action, by a person or group acting alone or in connection with any organisation or government, which is any of the following:

- designed to influence any rightful or actual government or intimidate the public
- in pursuit of political, religious, ideological, or similar purposes.

The act, threat or preparation involves any of the following:

- violence against any person
- damage to property
- endangering of life, except that of the person committing the action
- risk to the health or safety of any person
- anything designed to interfere with or disrupt an electronic system.

Unlawful substances

We do not cover anything caused by, or connected to, contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975.

Unlicensed drivers

We do not cover anything if any of the following circumstances apply:

- you or the driver towing your trailer does not meet the conditions of your or their driver licence
- you or the driver towing your trailer does not hold a driver licence appropriate for the class of the vehicle
- you or the driver towing your trailer is not legally allowed to drive in New Zealand.

This exclusion also applies when you tow another person's trailer.

However, this exclusion does not apply if your trailer was stolen or subject to attempted theft when the **incident** happened, and a police report has been filed for the theft or attempted theft.

War

We do not cover anything caused by, or connected to (including controlling, preventing or suppressing), any:

- war
- invasion
- act of foreign enemy
- hostilities (whether war is declared or not)
- civil war
- insurrection
- rebellion
- revolution
- military or usurped power.

Weapons

We do not cover anything caused by, or connected to, any chemical, biological, biochemical or electromagnetic weapon.

Claims – what you need to do

This section explains your responsibilities, what you must get our agreement to first and what we may do as part of a claim.

What you must do

If anything happens that may lead to a claim, you must take all the following steps:

- do what you can to take care of the covered property and prevent any further loss, expense or liability
- let us know as soon as possible
- file a police report as soon as possible if you think an illegal act is involved
- keep anything that is or could be part of a claim
- let us or anyone acting on our behalf assess the covered property before any repairs are started, except for temporary repairs provided under the 'Completion of journey' automatic benefit
- send us as soon as possible anything you receive from another person about a claim or possible claim against you
- let us know as soon as possible if you are charged with any offence connected to the **use** of any trailer that resulted in **loss** to another person's property or **injury** to another person
- provide any information or documents we require as soon as possible
- attend any meetings, or court hearings to give evidence, if we require this
- give us any help we ask for.

What you must get our agreement to first

As part of a claim, you must get our agreement before you do any of the following:

- incur any expenses connected to a claim under your policy, except for expenses provided under the 'Completion of journey' automatic benefit
- remove anything that is fixed to your trailer
- negotiate, pay, settle, admit or deny a claim against you
- do anything that may affect our rights of recovery
- negotiate, offer to pay, or pay any **reparation**, such as make an offer as part of a pre-trial conference or sentencing hearing.

What we may do

As part of a claim, we may decide to act on your behalf to do any of the following:

- Negotiate, defend or settle a claim against you that is covered under your policy. We cover the reasonable legal costs of these actions.
- Recover anything covered under your policy from another person. If we do this, we may also recover any uninsured loss you sustain in the same **event**.

  We deduct the recovery costs we incurred from any amount recovered and share the remaining amount with you on a proportional basis.

You must co-operate fully with any action we take on your behalf.

See also 'How we pay claims – some examples' at the end of this document.

Conditions of your cover

This section explains the conditions you must meet to have cover under your policy. Some of these conditions also apply to any other person covered under your policy.

Breach of any condition

If you or any other person covered under your policy, or anyone acting on your or their behalf, breaches any of the conditions of your policy, we may do one or both of the following:

- decline your claim, either in whole or in part
- decline any claim connected to the same **event** that you make on any other policies you have with us.

Dishonest or fraudulent act or omission

If you commit a dishonest or fraudulent act or omission, we may avoid your policy and any other policy you have with us. This means we treat your policy or all insurance you have with us as if it no longer exists. The avoidance will take effect from the date of the dishonest or fraudulent act or omission.

This condition also applies to:

- anyone acting on your behalf
- anyone covered under your policy and anyone acting on their behalf.

True statements and answers

You must give true statements and answers in all communications with us, and so must any other person covered under your policy.

Giving true statements and answers includes being truthful when you:

- apply for your policy
- make a change to your policy
- make a claim
- let us know about any change in circumstances.

Cancelling your policy

Your policy can be cancelled in several ways.

By you

You may cancel your policy at any time by letting us know. Cancellation will take effect once you tell us, or from another date we both agree on.

We refund any premium paid for the period you have no cover. You pay any premium owing for the period you had cover.

By us

We may cancel your policy at any time by sending you notice in writing or electronically at your last known address. Unless stated otherwise in your policy, cancellation will take effect from the 14th day after the date of the notice.

We refund any premium paid for the period you have no cover.

Automatically

Your policy will be automatically cancelled once we settle a **total loss** claim. The cancellation will take effect from the end of the day of the **loss**. For details, see 'After we settle a total loss claim' in 'Section one – cover for your trailer'.

We do not refund or credit any premium paid.

Once we settle a total loss claim, you will need to make new insurance arrangements on any replacement trailer, as your policy will be automatically cancelled.

Change in circumstances

You must let us know as soon as possible if your circumstances change, and the change may affect any of the following:

- the chance of a claim under your policy
- the amount of a claim under your policy
- the information in your **policy schedule**.

If the change in circumstances affects any of these, we may cancel or change the terms of your policy. Any cancellation or change of terms will take effect from the date of the change in circumstances.

Examples of a change in circumstances that you need to let us know about:

- you change the address where you usually keep your trailer
- you are convicted of a criminal offence.

If you are not sure whether we need to know about something, it is important that you check with us.

Change of terms

We may change the terms of your policy (including the excess) at any time by sending you notice in writing or electronically at your last known address. Unless stated otherwise in your policy, the change in terms will take effect on the 14th day after the date of the notice.

Changes to Crown entities

Any reference to any Crown entity includes any new name given to that entity, and any replacement entity that is responsible for the same or similar functions.

Changes to legislation

Any reference to any Act of Parliament or related regulations or rules your policy refers to includes any amendments made or replacements to that law.

Currency

All amounts shown in your policy are in New Zealand dollars.

Duplicate insurance

You must let us know as soon as possible if any other insurance covers you for any risks covered under your policy. We do not cover **loss** or liability that is insured to any extent under any other insurance. We also do not contribute towards any claim under any other insurance.

Goods and Services Tax (GST)

All amounts shown in your policy include Goods and Services Tax.

Governing law and jurisdiction

The law of New Zealand applies to your policy and the New Zealand courts have sole jurisdiction.

Insurance Claims Register

We may put details of any claims you make on the Insurance Claims Register. This is a database of insurance claims that participating insurers can access. We may get personal information and details of insurance claims you have made from the Insurance Claims Register.

Joint insurance

If your policy covers more than one person, everyone is jointly covered and must meet your policy terms and conditions. If any person does not meet your policy terms and conditions, we may decline a claim or treat your policy as if it never existed.

Example of joint cover when making a claim

Situation: Your trailer is damaged while being towed by a vehicle driven by a person who is covered under your policy. The driver towing your trailer was over the legal alcohol limit at the time. You make a claim for the damage.

Cover: No.

Other parties with a financial interest

If any other party has a financial interest over the covered property, we may do any of the following:

- Pay part or all of any claim settlement to that other party. This payment will go towards meeting the obligations we have under your policy.
- Give information about your policy and any claim to that other party.

Any other party who has a financial interest over the covered property is not covered under and cannot claim under your policy.

Reasonable care

You must take reasonable care to avoid situations that could result in a claim. We will not accept a claim resulting from you or any other person covered under your policy being reckless or grossly irresponsible.

Definitions

The definitions apply to the plural and any other form of the words. For example, the definition of 'accidental' also applies to the words 'accident', 'accidents' and 'accidentally'.

accidental means unexpected and unintended by you or any other person covered under your policy who is **using** your trailer or any other trailer.

event means any one or more occurrences of covered **loss** or liability during the **period of insurance** arising from one source or original cause or related causes.

incident means something that happens at a particular point in time, at a particular place and in a particular way.

injury means the **accidental** death of or **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

loss means physical loss or physical damage.

market value means the estimated reasonable cost to replace your trailer, accessory or modification with one of the same make, model, year, specification and condition just before the **loss**.

period of insurance means the period of insurance shown in your **policy schedule** that specifies the start and end dates of your policy.

policy schedule means the latest version of your policy schedule outlining the details of your cover.

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.

sum insured means the sum insured for your trailer, including its accessories and any modifications, shown in your **policy schedule**.

total loss means your trailer is either:

- uneconomic or unsafe to repair
- stolen and not recovered.

Example of when we may decide your trailer is a total loss

We may decide your trailer is a total loss if the expected cost of the repair is uneconomic compared to the market value of your trailer just before the loss, or your sum insured if that is less.

You are responsible for checking that your sum insured is enough to cover the value of your trailer, including its accessories and modifications.

use means:

- towing, parking, garaging or storing any trailer
- getting in, on, off or out of, or being in or on, any trailer.

How we pay claims – some examples

The following examples show how a claim payment might be calculated and what amount you may be required to pay. These examples do not cover all scenarios or benefits and do not form part of your policy.

Claim example 1 – repairing your trailer

While towing your trailer, you have a crash with another vehicle where you are at fault. The other vehicle is not damaged, but your trailer is damaged and your vehicle cannot tow it.

Sum insured	Market value $5,000
Trailer excess	$200

You make a claim and we arrange for your trailer to be towed from the location of the accident to a repairer. You take your valuables from your trailer with you.

We accept your claim.

What the costs are

The towing cost is $350.

We estimate the cost to repair your trailer to be $2,250.

How we settle your claim

We pay the towing company $350 and pay the repairer $2,050 (being the cost of repairs of $2,250 less the $200 trailer excess).

You pay the repairer the trailer excess of $200.

Claim example 2 – total loss

While towing your trailer, you have a crash with another vehicle where you are at fault. The other vehicle is not damaged, but your trailer is damaged and your vehicle cannot tow it.

Sum insured	Market value $9,500 The most we pay is the value of your trailer based on its condition just before the damage, or the sum insured if that is less
Trailer excess	$200
Premium payment frequency	Monthly instalments

You make a claim and we arrange for your trailer to be towed from the location of the accident to a repairer. You take your valuables from your trailer with you.

We accept your claim.

What the costs are

The towing cost is $300.

We decide your trailer is a total loss.

As you have a market value policy, the most we pay is based on your trailer's condition just before the damage. Your sum insured is $9,500, and in this case, the market value of your trailer just before it was damaged is $9,000.

How we settle your claim

We pay the towing company $300 and pay you $8,580, calculated as:

Market value	$9,000
Less the trailer excess	– $200
Less the remaining unpaid monthly instalments (since you pay the premium in instalments, we deduct any premium you owe us up to the end of the period of insurance before we settle a total loss claim)	– $220
TOTAL	**$8,580**

What happens next

After we settle your total loss claim, your trailer and any salvage become our property. We deregister the trailer and keep any refund for the unused portion of the vehicle licence.

You remove and keep your personal belongings that are not permanently attached to the trailer.

Your policy is automatically cancelled from the end of the day of the loss. You want us to cover a new trailer, so you apply for a new policy.

Claim example 3 – trailer stolen and recovered

Your trailer is stolen and you report this to the police. A few days later, your trailer is found damaged and with missing accessories, including your tyre jack, spare wheel and fire extinguisher.

Sum insured	Market value $4,000
Trailer excess	$200

You make a claim. We accept your claim.

What the costs are

We estimate the cost to repair your trailer to be $2,000.

The market value of the missing accessories is $750.

How we settle your claim

We pay the repairer $2,000 and pay you $550 for the missing accessories (being the market value of the accessories of $750 less the $200 trailer excess).

Claim example 4 – liability claim for damage to someone else's property

You park your trailer at the top of your driveway but forget to properly secure it in place. It rolls down your driveway onto the road and damages a parked car.

Liability limit	$20,000,000
Trailer excess	$200

The car owner makes a claim with their insurer for the damage to their car. The car owner's insurer considers you legally liable for the damage and seeks to recover the cost from you. You make a claim for legal liability. We agree you are liable for the claim made against you and accept your claim.

What the costs are

The car owner's insurer assesses that you are liable to pay $8,000.

How we settle your claim

We act on your behalf. We pay the car owner's insurer $8,000, the cost we agree is reasonable for their repairs.

We decide the damage to your trailer is repairable, so you pay the trailer excess of $200 to the repairer of your trailer and we pay the remaining reasonable repair costs.

Claim example 5 – damage to your trailer while on a journey

While towing your trailer, you lose control and crash. Your trailer is damaged and cannot be towed by your vehicle, and you cannot continue your journey or return home.

Sum insured	Market value $6,500 The most we pay is the value of your trailer based on its condition just before the damage, or the sum insured if that is less
Trailer excess	$200
Premium payment details	Annual premium, paid in full

You make a claim. We accept your claim.

We arrange for your trailer to be towed from the location of the accident to a storage location. You take your valuables from your trailer with you.

While we assess your trailer, you arrange accommodation for you and your passengers. We cover one night's accommodation under the 'Completion of journey' automatic benefit, up to $1,000.

What the costs are

The towing cost is $500.

The accommodation cost is $400.

We decide your trailer is a total loss.

As you have a market value policy with a sum insured of $6,500, the most we pay is based on your trailer's condition just before the damage. In this case, the market value of your trailer just before it was damaged was $5,250.

How we settle your claim

We pay the towing company $500 and pay you $5,450, calculated as:

Market value of your trailer	$5,250
Plus reimbursement of accommodation cost	$400
Less the trailer excess	– $200
TOTAL	**$5,450**

What happens next

After we settle your total loss claim, your trailer and any salvage become our property. We deregister the trailer and keep any refund for the unused portion of the trailer licence.

Your policy is automatically cancelled from the end of the day of the loss. We do not refund or credit any premium. You want us to cover a new trailer, so you apply for a new policy.

Claim example 6 – excess greater than repair cost

You accidentally reverse your trailer into a fence at your home and you do minor damage to the rear of your trailer. The fence is not damaged.

Sum insured	Market value $15,000
Trailer excess	$200

You make a claim.

What the costs are

Our repairer assesses the cost to repair your trailer to be $150.

What happens next

You do not go ahead with your claim, as the trailer excess is more than the repair cost. You arrange and pay for the repairs to your trailer.

Trailer Insurance

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