

Here are the details of your

# Comprehensive Car Insurance Policy



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As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language.

We're here to get things sorted.

0800 500 213 aainsurance.co.nz

# Welcome to AA Insurance

- Thank you for choosing AA Insurance.
- When you need us, we'll get things sorted for you.
- This policy document explains your insurance cover, the benefits you'll receive, your
- responsibilities and how to make a claim. Please
- <u>a</u> read it carefully and keep it in a safe place.

#### 4 How to contact us

For sales, service and general queries:

- Call us on 0800 500 213
- For claims enquiries:
- Call us on **0800 500 216**

For more information:

• Go to aainsurance.co.nz

#### What your insurance contract consists of

Your insurance contract consists of this policy document and your policy schedule. Your policy document and policy schedule are designed to be read together. Your policy schedule takes priority if there is a conflict between the information in this policy document and your policy schedule.

This cover is subject to the limits, terms and conditions set out within this policy document. We agree to provide cover as long as you have paid your premium.

Please contact us if you have any questions or need more information.

#### If you have a concern

We value our customers and aim to deliver the best service possible. We also appreciate and encourage your feedback – the good and the bad. If you're not satisfied with one of our policies, our service or a decision we make, please tell us. Often a quick conversation with one of our representatives can help resolve things.

If we can't agree, or if you are still unhappy, please let us know. We can explain our complaints procedure to you, and we have a Customer Resolution Service to help you if needed.

### Reading your policy

We have used the headings in this policy document to help guide you. These headings are purely descriptive in nature. You should not rely on headings to interpret the policy.

#### Words with specific meanings

We have coloured some words blue. These words have specific meanings. We have explained them in the 'Definitions' section at the end of this policy document.

We also use the following common terms throughout this policy document that have the below meanings:

- 'we', 'us' or 'our' means AA Insurance Limited
- 'you' or 'your' means the people listed as 'Who's insured' on your policy schedule
- 'your vehicle' means the vehicle listed on your policy schedule.

### Cancelling your policy

## You have a cooling-off period if you change your mind

We provide you with a 21-day cooling-off period. You can cancel your policy within 21 days from the day your policy started, as long as you have not made a claim. We will refund you the full amount of any premium paid.

## If you choose to cancel your policy after the cooling-off period

You may cancel this policy at any time, unless you have made a claim for a total loss.

If you cancel your policy outside the cooling-off period and you have not made a claim, we will refund you any amount we owe after the cancellation date. We will deduct any cancellation fee shown on your policy schedule from the amount we refund you.

#### If we choose to cancel your policy

We may cancel your policy at any time by notifying you in writing. The cancellation will take effect on the 7th day after we have sent the notice. We will refund you any amount we owe after the cancellation date.

### What you are covered for

We will insure you for loss to your vehicle anywhere in New Zealand during the period of insurance.

#### Your vehicle includes

Your vehicle includes all the following:

- ✓ the standard manufacturer's equipment and options
- ✓ any accessories
- ✓ any modifications that have been fitted to your vehicle that we have agreed to cover.

#### Your vehicle does not include

Your vehicle does not include any of the following:

- **X** modifications we have not agreed to cover
- ✗ personal effects and household contents (such as clothing, sporting or recreational equipment, tools, eyewear, cell phones, tablets, or laptops) in your vehicle, caravan or trailer
- ✗ goods or items in your vehicle that are used or carried for a business, profession or occupation.

#### How you use your vehicle

#### If your policy schedule shows 'Private use'

If your policy schedule shows your vehicle is used for Private use, we will only cover your vehicle when it is used for private or domestic purposes. Your vehicle is not covered when being used for any activities in connection with a profession, occupation or business.

#### If your policy schedule shows 'Business use'

If your policy schedule shows your vehicle is used for Business use, we will cover your vehicle when being used for the following:

- any activities in connection with a profession, occupation or business
- private or domestic purposes.

Unless we have agreed in writing, this policy does not cover your vehicle for the following:

- carrying, hauling or towing of stock, merchandise or hazardous chemicals in connection with any trade or business
- hiring, or carrying fare-paying passengers.

### Limits on what we will pay

The most we will pay for any one event is the total of:

- the Agreed Value of your vehicle
- \$20million for your legal liability
- the maximum you are entitled to under the following standard benefits:
  - 'Towing, storage and transport' on page 5
  - 'Road clearing and emergency costs' on page 5
  - <u>'Temporary accommodation'</u> on page 5
  - <u>'Trailer cover'</u> on page 5
- the maximum you are entitled to under the optional benefit 'Rental Cover', if you have chosen this benefit, on page 6.

We will reduce the amount we pay by the total applicable excess and any other deductions set out in this policy.

### Making a claim

This section explains what you need to do when you make a claim.

## You must comply with all the following conditions

#### What you must do immediately after an event

Immediately after an event, you or any driver must:

- take all reasonable steps to prevent further loss
- make a complaint to the police in the case of theft, burglary or vandalism, or the attempt at these
- tell us if you or any person covered by this policy is charged with any offence that has resulted in bodily injury to another person.

#### What you must not do after an event

You must not do any of the following:

- admit liability
- incur any expense or negotiate, pay, settle, or make any agreement about any claim without our consent
- make any offer of reparation (including as part of any case management conference or sentencing hearing) without getting our consent in writing.

#### Information you must give us after an event

As soon as possible you or any driver must tell us:

- that the event happened, giving full details and circumstances of what has happened, including details of everyone involved
- if any of your lost or stolen property is recovered.

## Other conditions you must comply with after an event

As soon as possible you or any driver must:

- get our permission before you incur any expense, other than the reasonable cost of urgent work to prevent further loss
- send us all relevant communications you receive
- make your vehicle available for inspection and assessment before any repairs are carried out
- keep damaged property for our inspection
- provide proof of ownership, information and other evidence that we ask for, including proof of purchase.

#### What you must do to support the claims process

You must co-operate with us and give us any information or help we ask for about your claim.

You must also assist and co-operate with us, our assessors, investigators, lawyers or anyone else we appoint to help with your claim.

This includes all the following:

- activities associated with making your claim
- your claim settlement
- the defence of any potential claim against you
- any action against anyone else.

You must also allow us, at our expense and in your name, to:

- take any action necessary against any other party
- take over and conduct the defence and settlement of any claim against you.

## What happens if you do not comply with any of the claims conditions

If you do not comply with any of the claims conditions, we can:

- · decline your claim
- recover from you what we have already paid.

#### You will have to pay an excess

You must pay an excess for each individual event. We may deduct your excess from the total settlement amount.

The circumstances of your claim determine the value of the excess you need to pay. You might have to pay more than one type of excess for each claim. Your policy schedule tells you the amount and types of excess.

If you claim under more than one policy with us for loss caused by a single event at the same location, you will only have to pay one excess. This will be the highest total applicable excess.

#### What we need to reimburse your excess

We will reimburse your excess for an event if you have paid your excess and all the following criteria are met:

- you give us the correct name and contact details of the other driver
- you give us the correct registration number of the other vehicle
- the person responsible confirms their involvement in the event
- we agree the driver of your vehicle was not at fault and did not contribute to the event.

If your claim is for theft, you must make a complaint to the police. Your complaint must result in the offender being charged before we can reimburse your excess. If you withdraw your complaint against the offender, you must repay the excess.

# How we will settle your claim

This section explains how we will settle your claim.

We will choose to settle your claim in any of the following ways:

- Repairing your vehicle
- Paying the costs to repair your vehicle
- Paying your claim as a total loss.

#### Repairing your vehicle

#### When we choose to repair your vehicle

We can choose to repair your vehicle if it has been damaged, and we believe all the following:

- your vehicle can be repaired safely
- your vehicle is more cost-effective to repair than to pay the Agreed Value.

When we arrange to repair your vehicle, we will ensure it is repaired to a standard comparable to the condition of your vehicle immediately before the event. We will choose repairers from our group of AA Insurance repairers.

#### We will give you a Lifetime Repair Guarantee

If your vehicle is repaired by one of our AA Insurance repairers, we guarantee the quality of workmanship, parts and materials used for your claim. This guarantee will remain in place while your vehicle is registered for road use in New Zealand.

#### If we repair your vehicle to a better condition

If the repairs will put your vehicle in a better condition than it was immediately before the event, we will discuss this with you before any repairs begin. If we agree to complete repairs that are unrelated to your claim, you must pay the extra costs.

#### When we repair or replace parts of your vehicle

We will decide whether damaged parts on your vehicle are repaired or replaced. We will use new, recycled or reconditioned parts. You must let us take ownership of any parts we have replaced that have been damaged, lost, or stolen and are recovered.

If we choose to replace any parts, we will use original manufacturer branded parts, except for windscreens and window glass. When available, windscreens and window glass will be replaced with compatible aftermarket glass that meets all Australasian safety standards.

#### Paying the costs to repair your vehicle

We can choose to pay the cost to repair your vehicle to a standard comparable to the condition of your vehicle immediately before the event. We will pay the lowest of the

- reasonable cost of the repairs as estimated by our assessor
- amount we would have paid if we arranged the repair ourselves.

We will not be responsible for the quality of workmanship provided by the repairer. We will not provide any guarantee relating to the repair.

For any part not available in New Zealand, the most we will pay is the lowest of the:

- manufacturer's last known list price in New Zealand
- price of the part's closest New Zealand equivalent
- cost of having a new part made in New Zealand.

We will not pay for the cost of freighting parts from overseas.

#### Paying your claim as a total loss

We can choose to determine your vehicle as a total loss if we believe any of the following:

- it is not safe to repair the damage to your vehicle
- the cost of repairing your vehicle is more than the Agreed Value, or it is uneconomic to repair
- your vehicle has been stolen and has not been found within 10 days.

#### What happens when your vehicle is a total loss

Unless we have chosen to replace your vehicle under the standard benefit 'New vehicle cover' on page 6, we will pay you the Agreed Value when your vehicle is a total loss. We will deduct your total applicable excess, and any on-road costs that are not fully paid or up to date, from your settlement payment.

Once your claim is settled, your vehicle, including all accessories and modifications, becomes our property. We will also be entitled to any refund of on-road costs. This includes when your vehicle is recovered after it has been stolen.

## Your premium and policy when your claim is a total loss

When your claim is a total loss, you must pay the total premium for the period of insurance in full before we can settle your claim. If you are paying your premium by instalments, we will deduct any unpaid instalments from your settlement payment. Your policy will end on the date of the event. You will not receive any refund of your premium.

# Standard benefits – cover automatically included

Your cover automatically includes the following benefits if we have accepted your claim under this policy.

#### Towing, storage and transport

We will pay the reasonable costs for any of the following:

- moving your vehicle to the nearest repairer or place of safety
- storing your vehicle
- transporting you and your passengers to your home if your vehicle cannot be driven.

#### Road clearing and emergency costs

We will pay the reasonable costs for any of the following:

- removal of debris from any road or parking area
- essential emergency repairs so you can get your vehicle to your destination or a repairer
- returning your vehicle to your home after it has been repaired, or after it is recovered if it was stolen.

#### Temporary accommodation

We will pay up to \$500 for the reasonable costs of temporary accommodation for you and your passengers, if you are unable to return to the place you are currently living or staying.

#### **Keys and locks**

We will cover the replacement of the keys and locks for your vehicle if the keys are damaged, lost, or stolen.

You do not have to pay an excess for claims where your vehicle keys are stolen, and all the following criteria are met:

- you have reasonable grounds to believe the thief knows the location of your vehicle
- your vehicle has no other damage
- the total value of your claim is less than \$750.

If the value of your claim is more than \$750, you must pay the extra costs needed to replace your keys and locks. The most you will pay is the 'comprehensive excess' shown on your policy schedule.

#### **Trailer cover**

We will insure you for an event that happens to a domestic trailer owned, hired or leased by you while it is attached to your vehicle.

This benefit does not cover any of the following:

- caravans, boat, horse or camper trailers
- trailers that are insured by another policy
- trailers which cannot be towed by your vehicle
- trailers which are not attached to your vehicle
- the contents of any trailer.

We will pay the Market Value of the trailer up to \$1,000 for any one event. If you are only claiming under this benefit, a total excess of \$150 applies to each claim.

#### New vehicle cover

If your vehicle is less than one year old and we determine it as a total loss, we may decide to replace your vehicle with a new vehicle. We will also pay any associated on-road costs. The replacement vehicle will be:

- the same make, model, and specification as your vehicle
- fitted with the same options, accessories and modifications, as those fitted to your vehicle
- available in New Zealand.

You must first pay us your total applicable excess and any on-road costs that are not fully paid or up to date.

If we do not replace your vehicle, we will pay you the Agreed Value and reduce the amount we pay by the total applicable excess. We will also deduct any on-road costs that are not fully paid or up to date.

#### Replacement vehicle cover

We will automatically insure a replacement vehicle for its Market Value for 30 days from the day you replaced or traded in your vehicle. You will be covered as long as you do all the following:

- tell us within 30 days of the purchase date of the replacement vehicle
- pay any extra premium that we may require.

The replacement vehicle will be insured under the same terms that apply to your vehicle.

#### Additional vehicle cover

We will insure an additional vehicle for up to 30 days from the purchase date for its Market Value or \$100,000, whichever is the lowest value. You will be covered as long as you do all the following:

- tell us within 30 days of the purchase date of the additional vehicle
- pay any extra premium that we may require.

The additional vehicle will be insured under the same terms that apply to your vehicle.

# Optional benefits – cover you have chosen

If you have chosen to include the following benefits, they will be shown on your policy schedule.

#### **Excess-Free Glass Cover**

You do not have to pay an excess for claims for sudden and accidental physical damage to your windscreen or window glass, as long as there is no other damage to your vehicle.

This benefit does not cover any of the following items:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics on your vehicle
- the replacement of anything attached to the windscreen or window glass.

You will need to pay an excess if you make a claim for any of the items mentioned above.

This policy does not cover the following:

- any damage, wear and tear or deterioration to your vehicle that must be repaired to enable glass to be fitted
- the replacement of any undamaged glass or parts of your vehicle to create a match.

#### **Rental Cover**

If we have accepted your claim and you are without a vehicle, we will provide you with a subcompact rental vehicle. You are covered under this benefit until your vehicle is repaired or we determine your claim is settled.

You must pay additional costs or expenses, including:

- · fuel used
- deposit or bond for the rental vehicle
- extras hired with the vehicle.

You are covered under this benefit for loss to the rental vehicle, as long as the event would have been covered by this policy. The most you will pay for any one event is your total applicable excess.

This benefit will not apply if your claim is for the optional benefit 'Excess-Free Glass Cover'.

### Your legal liability

The most we will pay for legal liability is a total of \$20million for any one event.

You can only claim on legal liability under one policy per event.

#### **Property damage**

We will pay up to \$20million for your legal liability for damage to physical property arising from an event in New Zealand involving your vehicle during the period of insurance.

Your cover under 'Property damage' includes related legal costs and expenses that we agree to.

#### **Bodily injury**

We will pay up to \$250,000 if you are ordered to pay a reparation order for bodily injury arising from an event in New Zealand involving your vehicle during the period of insurance.

You are not covered under 'Bodily injury' for any related legal costs and expenses.

#### Additional liability cover

We will extend cover for your legal liability under 'Property damage' and 'Bodily injury' where:

- the event was caused by any trailer or caravan while attached to your vehicle
- the event was caused by items falling from your vehicle, or any trailer or caravan while attached to your vehicle
- another person is driving your vehicle with your consent, and is not otherwise excluded from the policy cover
- your vehicle is being driven with your permission for your employer's business
- you are using an uninsured motor vehicle that does not belong to you. This vehicle must not be a hire, rental or lease vehicle. This policy does not cover any loss to the vehicle being driven.

#### What we do not cover under legal liability

You are not covered for any of the following:

- exemplary or punitive damages awarded against you
- legal defence costs, court costs and any levy, fine
  or penalty (other than a reparation order) arising
  from a prosecution of any offence under any Act of
  Parliament including regulations, rules or by-laws,
  against you, your employer, or any person using
  your vehicle
- legal costs incurred by any other party that you agree to or are ordered to pay
- legal liability that you assume by agreement, unless you would have been liable anyway (or are ordered to pay)
- any loss to property belonging to you, or in your care, custody or control, unless that property:
  - belongs to the passengers in your vehicle
  - is an inoperative vehicle that you are towing (but not for financial gain).

We also do not cover the exclusions found under 'What you are not covered for' from page 8.

# What you are not covered for

This section explains what your policy does not cover. These exclusions apply to all sections of this policy.

#### Intentional damage

This policy does not cover you or any person using your vehicle with your permission for any loss, cost or liability, directly or indirectly caused by, arising from, or involving any acts or omissions that are intentional, reckless, deliberate, malicious or have criminal intent.

#### Existing damage

This policy does not cover any event that happened before your policy started.

## Driving under the influence or leaving the scene of an accident

This policy does not cover you or any person using your vehicle who, at the time of the event:

- was under the influence of alcohol, drugs or any other intoxicating substance
- had a blood or breath alcohol level more than the legal limit
- failed to stop, or left the scene of an accident when it is an offence to do so.

This policy also does not cover you or any person using your vehicle if, after the event, fail or refuse to take any of the following tests when lawfully required to do so:

- alcohol content in the body, breath or blood
- drug content in the body, breath or blood.

This exclusion does not apply if the driver has stolen your vehicle and you have made a complaint to the police.

#### Non-compliance with licence or driving conditions

This policy does not cover you or any person using your vehicle who, at the time of the event was:

- not legally licenced to drive in New Zealand
- not complying with the conditions of their driver's licence
- advised, directed or instructed not to drive by a medical or other professional.

This exclusion does not apply if the driver has stolen your vehicle and you have made a complaint to the police.

#### Wear and tear or gradual damage

This policy does not cover any loss, cost or liability, directly or indirectly caused by, arising from, or involving any of the following:

- wear and tear, rust, corrosion
- action of micro-organisms, rot, mould, mildew, fungi, smoke, particles, and action of light
- atmospheric or climatic conditions.

This policy also does not cover any loss, cost or liability, directly or indirectly caused by, arising from, or involving gradual deterioration, blockage, or depreciation of your vehicle.

#### **Undamaged property**

This policy does not cover any loss, cost or liability associated with the cost of painting, repairing or replacing an area, set or part of your vehicle that was not damaged in the event, or that is not related to your claim.

This policy also does not cover any loss, cost or liability arising because paint, features, fabrics, or other parts of your vehicle cannot be matched.

#### Consequential loss or incurred costs

This policy does not cover any of the following:

- loss of use of your vehicle
- · consequential losses of any kind
- costs or expenses you may incur to prove or assist us with your claim
- repairs that are not related to your claim.

This exclusion includes all the following:

- loss of income
- loss of or reduction in value
- additional costs incurred
- your time or anyone else's time or materials used
- expenses and liability incurred due to your vehicle not being able to be used.

#### Tyre damage

This policy does not cover damage to tyres caused by braking, punctures, cuts or bursts. However, we will pay for damage to tyres caused by malicious damage.

#### Water damage

This policy does not cover any loss, cost or liability, directly or indirectly caused by, arising from, or involving water damage due to defective or blocked drainage systems, leaking seals or gaskets.

#### Faulty workmanship

This policy does not cover any loss, cost or liability directly or indirectly caused by, arising from, or involving poor, sub-standard, defective or faulty workmanship, design or manufacture, structural or inherent defect.

#### Mechanical or electrical breakdown

This policy does not cover damage to, or failure of, mechanical, electrical or electronic parts of your vehicle.

This policy does not cover any damage resulting directly or indirectly from fuel contamination, or a mechanical, electrical, electronic failure or breakdown of your vehicle.

#### Pest damage

This policy does not cover any loss, cost or liability, directly or indirectly caused by, arising from, or involving insects, pests, vermin, rodents, or possums.

#### **Excesses and other insurance**

This policy does not cover your excess on this or any other policy.

This policy does not cover you if cover is provided by other insurance, or by a warranty or guarantee. We will not contribute to any claim made under any other policy.

#### Your vehicle being used for certain activities

Unless we have agreed in writing, this policy does not cover your vehicle when it is being used for any of the following:

- carrying, hauling or towing of goods or samples in connection with any trade or business
- hiring, or carrying fare-paying passengers
- protests, civil disruption, unlawful purpose or criminal activity
- racing, or being tested for racing of any kind including pace-making, trials, tests, demonstrations or similar events
- driving on any track, circuit, speedway, racing arena or any other similar surface or location, unless it forms part of a driver training or handling course where the course is delivered by a professional driving instructor
- driving off-road, including beaches, sand dunes, rivers or river beds, or for hill climbing, unless your vehicle is being used on:
  - a recognised boat ramp
  - o an unsealed surface usually used as a car park
  - an unsealed surface to access a building.

#### **Confiscation of your vehicle**

This policy does not cover any loss, cost or liability connected in any way with your vehicle being confiscated or seized by anyone with a financial interest in your vehicle.

This policy does not cover any loss, cost or liability connected in any way with confiscation, destruction, acquisition, designation, or decision by government or local authorities.

#### Unsafe or unroadworthy vehicles

This policy does not cover your vehicle, trailer or caravan when overloaded, or used in an unsafe or unroadworthy condition.

This exclusion does not apply if you can prove all the following:

- you and the driver were unaware of such condition
- your lack of knowledge was reasonable
- you had taken all reasonable steps to maintain your vehicle.

#### **Pollution or contamination**

This policy does not cover any loss, cost or liability caused by, arising from, or involving, pollution or contamination.

#### **The Accident Compensation Act 2001**

This policy does not cover amounts that are covered under the provisions of the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

This policy also does not cover:

- failure by a victim to claim any amount they would be entitled to claim under the Act within the time required under the Act, or for any other reason
- the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason.

#### War, terrorism or nuclear incident

This policy does not cover any loss, cost or liability, directly or indirectly caused by, arising from, or involving:

- war, invasion, act of foreign enemy, hostilities, civil war or warlike operations (whether war is declared or not)
- mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power
- any act, including but not limited to the threat or use of violence, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes, including the intention to influence any government and/or to put the public or any member of the public in fear
- nuclear weapons, ionising radiations, contamination by radioactivity from nuclear fuel, or the combustion of waste from nuclear fuel.

# You must comply with our policy conditions

Some parts of this policy can cover other parties as well as you. You and any person covered by this policy must meet all the following conditions and obligations to benefit from any cover under this policy. We will not pay any claim where any person covered under this policy does not meet any of the terms and conditions.

Nothing in this policy affects the common law rights of either party, including our right to avoid your policy for non-disclosure. If we avoid your policy, your policy will be treated as if it never existed and you must return any claim payments to us.

## You must tell us if your circumstances change

You must tell us immediately if any of the following happen:

- you, any driver, or anyone covered by this policy are convicted of any criminal or driving offence
- you, any driver, or anyone covered by this policy have a licence suspended, endorsed or cancelled
- you, any driver, or anyone covered by this policy have any insurance policy or claim avoided, declined, cancelled or not renewed
- you change the address where your vehicle is kept
- you replace your vehicle
- your vehicle use changes from what is shown on your policy schedule
- there is a change to the drivers of your vehicle
- you add, change or remove any modifications.

## What happens if there is a change in your circumstances

If there is a change in these circumstances, or you fail to tell us about a change immediately and we become aware of this, we may:

- change your policy terms and make alterations to your premium
- reduce cover or change limits
- · cancel your policy.

We will notify you of any changes to your policy by sending you a policy schedule. Your policy schedule will confirm the change and the date the change became effective.

You may choose to cancel the policy if you do not agree to the changes to your policy terms, cover, limits or premium. If you cancel your policy, we will refund you any unused portion of your paid premium.

#### You must give full and accurate information

Your policy with us relies on the accuracy of the information supplied by you, or any person on your behalf. You must provide full and accurate information. You must also answer all questions we ask you honestly, correctly and completely.

If you claim under this policy and give us any incorrect, incomplete or fraudulent information or statements, we may:

- refuse your claim
- end your policy from the date you supplied misleading information and statements
- end any other policy you have with us.

#### You must take reasonable care

You and any driver of your vehicle must take reasonable care:

- while driving or using your vehicle or any vehicle where liability for damage to other property is covered by this policy
- to avoid circumstances that could result in loss.

Your claim will not be covered if you or any driver are reckless, grossly irresponsible or grossly negligent.

#### You must maintain and secure your vehicle

You must, at your cost and expense, maintain your vehicle in good repair, secure your vehicle and take all reasonable precautions to prevent loss occurring.

#### You must not transfer your legal rights

You must not assign or transfer, or attempt to assign or transfer, this policy or your interest in this policy to any other party.

# How we administer your policy

#### Paying your premium on time

If your premium is overdue, we may refuse to make any claim payments until your overdue premium has been paid.

We may reduce the period of insurance in line with the proportion of the unpaid premium if either of the following occur:

- you make a change to your premium which remains unpaid
- you do not pay the full amount of your premium.

#### If your premium remains unpaid

We will automatically cancel your policy if your premium remains unpaid for 28 days. We will not send a cancellation notice.

#### How you will receive our documents

We will send any notice, policy schedule or other written documents to your last known physical, postal or email address.

## If your policy schedule shows an 'Interested party'

An Interested party is not covered by this policy and cannot make a claim under this policy.

You give us permission to share your information with anyone noted as an Interested party on your policy schedule. We may partially or fully settle your claim by making a payment to an Interested party, fulfilling our obligations under this policy.

#### What happens when you are jointly insured

All people listed as 'Who's insured' on your policy schedule are jointly insured and considered to act on behalf of each other. Actions done by one person can affect the cover for any of the people listed on your policy schedule. We will not cover any people listed on your policy schedule if any one of them act in a way that results in no cover.

Each person listed under 'Who's insured' on your policy schedule has the right to:

- make a change to the policy
- make a claim under the policy
- receive claim proceeds under the policy
- · cancel the policy.

#### Currency referred to in your policy

All amounts referred to in your policy are expressed in New Zealand currency and include Goods and Services Tax (GST). We will pay all claims in New Zealand currency.

#### This policy is governed by New Zealand law

This policy is governed by New Zealand law. The New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

### **Definitions**

#### **AA** Insurance repairer

A repairer we have selected to repair vehicles on our behalf.

#### **Accessories**

Items kept in or on your vehicle that are not directly related to the function of your vehicle. Accessories include, but are not limited to, any of the following:

- fitted entertainment, communications and navigation systems
- child restraints or seats
- tools and breakdown equipment permanently kept in your vehicle, purchased by you to repair your vehicle
- · vehicle seat covers
- roof racks
- first aid kit, torch, fire extinguisher
- aftermarket wheels.

#### **Agreed Value**

The Agreed Value shown on your policy schedule. The Agreed Value is the amount determined when your policy begins and at each renewal.

The Agreed Value is reviewed at each renewal and may be adjusted as the value of your vehicle depreciates with age and use.

You can discuss the Agreed Value with us at any time. By paying your premium, you have accepted the Agreed Value.

#### **Bodily injury**

Accidental bodily injury you cause to another person including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

#### **Event**

A sudden, accidental and unforeseen occurrence that causes loss or damage that you do not intend or expect.

#### Loss

Sudden, unforeseen, accidental, physical loss and sudden, unforeseen, accidental, physical damage that occurs at a specific place and time.

#### **Market Value**

The reasonable value of your vehicle immediately before the event, which an independent registered valuer will set.

#### Modifications

Any change or alteration to your vehicle beyond the manufacturer's original specification. Modifications include, but are not limited to, any of the following:

- performance enhancements, structural changes, a non-standard exhaust
- changes to the engine, steering, suspension or chassis
- changes to the computer or fuel system
- custom paint work and cosmetic upgrades
- changes to electrical equipment.

#### **On-road costs**

Vehicle registration fees or road user charges.

#### Period of insurance

When your policy starts and ends. The period of insurance is shown on your policy schedule, unless the policy has ended earlier.

#### Policy schedule

The most recent policy schedule we have sent you, which includes Who's insured, your cover type, your Agreed Value, and excesses.

#### Reparation order

Any amount ordered by a New Zealand court under Section 32 of the Sentencing Act 2002, and any subsequent amendments, to be paid to the victim of an offence.

Reparation does not include any of the following:

- court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, or taxes
- any payment which is unlawful to insure against
- any legal defence costs or expenses in relation to an offence.

## Can we help with anything else?

#### Home Insurance

Protection for the place you love to call home.

#### **Contents Insurance**

Cover for your personal belongings at home and around New Zealand.

#### Comprehensive Car Insurance

Comprehensive cover with optional extras to suit your car.

#### Third Party, Fire and Theft Car Insurance

All the benefits of Third Party Car Insurance and cover if your car is stolen or damaged by fire.

#### **Third Party Car Insurance**

Cover if you accidentally damage another person's vehicle or property.

#### Landlord Insurance

Protection for your investment property.

#### Classic Vehicle Insurance

Specialised cover to protect your pride and joy.

#### Motorhome Insurance

Cover for your home away from home.

#### Caravan/Trailer Insurance

Put your worries about what you're towing behind you.

#### Motorcycle Insurance

Tailored cover to suit your motorcycle.

#### **Small Business Insurance**

Flexible cover to suit your small business needs.

## We're here to help you

Call us anytime

0800 500 213

Visit us online

aainsurance.co.nz

