

# **AA** Insurance

Here are the details of your

## **Third Party, Fire & Theft Car Insurance Policy**



# Welcome to AA Insurance

Thank you for choosing  
AA Insurance. When you  
need us, we'll get things  
sorted for you.

## About your policy

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This policy document explains your insurance cover, the benefits you'll receive, your responsibilities and how to make a claim. Please read it carefully and keep it in a safe place.

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## How to contact us

We value our customers and aim to deliver the best service possible. If you have any questions about your policy or need more information, please contact us. We're more than happy to help. We also appreciate and encourage your feedback – the good and the bad.

### **Sales, service and general enquiries**

- Call us on 0800 500 213
- Email us at [customerservice@aainsurance.co.nz](mailto:customerservice@aainsurance.co.nz)
- Go to [aainsurance.co.nz](http://aainsurance.co.nz)

### **To make a claim or enquire about your existing claim**

- Call us on 0800 500 216
- Email us at [myclaim@aainsurance.co.nz](mailto:myclaim@aainsurance.co.nz)
- Go to [aainsurance.co.nz](http://aainsurance.co.nz)

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# Introduction

We agree to cover you as set out in this policy document provided you have paid the premium due.

Your insurance contract consists of all of the following:

- this policy document
- the most recent **policy schedule** we have sent you
- the information you provided to us in your application or declaration
- any information you provide to us regarding any change in circumstances

whether you have received or provided this information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form.

It is important you read your policy document and **policy schedule** carefully. If you have any questions or need more information, please contact us.

## 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 cover began provided you have not made a claim. We will then refund in full any premium you have paid.

## Words with specific meaning in this policy

The words 'we', 'us' or 'our' mean AA Insurance Limited. The words 'you' or 'your' mean the person or persons listed as 'Who's insured' on the **policy schedule**. The words 'your vehicle' mean the vehicle that is described on the **policy schedule**. In addition there are other words in bold that have a specific meaning and are explained in the 'Definitions' section at the end of this policy document.

## Headings

Where headings are used in this policy, the headings or references are purely descriptive in nature and are not to be used for interpretative purposes.

## Goods and services tax

All amounts referred to in your policy are inclusive of Goods and Services Tax (GST).

## Governing law

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

# What you are covered for

## Cover for loss to your vehicle

We will insure you for any of the following **events** that happen anywhere in New Zealand during the **period of insurance**:

- sudden and accidental physical damage to your vehicle caused by fire
- theft of your vehicle
- sudden and accidental physical damage to the window glass, locks or ignition caused by attempted theft or vandalism.

See 'Limits on what we will pay' for the amount of cover.

## Your vehicle includes

Your vehicle includes all of 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 excludes

Your vehicle excludes all of the following:

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

## Cover for private or business use

### Private use

If the **policy schedule** shows private use then your vehicle is covered for when used for private or domestic purposes. There is no cover when your vehicle is being used in connection with a business, profession, or occupation.

### Business use

If the **policy schedule** shows business use then your vehicle is covered when used in connection with a business, profession, or occupation in addition to being covered for private or domestic purposes. However, there is no cover while your vehicle is being used for either of the following:

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

You must tell us if you change the use of your vehicle or your business, profession or occupation changes.

## Cover for your legal liability

We will pay for your legal liability for damage to physical property arising from accidents caused by your vehicle. We will also cover legal liability for damage to property arising from an accident where:

- 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
- the damage was caused by any trailer or caravan while attached to your vehicle provided it is not insured under any other policy
- the damage was caused by items falling from your vehicle, or any trailer or caravan while attached to your vehicle
- you are driving an uninsured motor vehicle, provided it does not belong to you and is not hired to you under a hire purchase or lease arrangement and is not being used for business purposes; no cover applies for the loss of or damage to the vehicle being driven.

We will pay up to \$20million for any one **event**. This includes related legal costs and expenses incurred with our consent.

If you have cover for your legal liability under any other insurance policy with us, you can only claim this benefit under one policy.

## What we don't cover under legal liability

We don't cover legal liability:

- for any exemplary or punitive damages
- for defence of criminal or traffic charges against you, your employer, or any person using your vehicle
- for any loss or damage to property belonging to you, or in your care, custody or control, unless that property:
  - belongs to the passengers in your vehicle, or
  - is an inoperative vehicle that you are towing (but not for financial gain).

We also don't cover the exclusions found under 'What we don't cover' on page 14.

## 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 if your claim is for the events listed under 'Cover for loss to your vehicle' on page 5
- \$20million for legal liability
- the maximum you are entitled to under the standard benefit 'Cover for accidents with an uninsured third party' on page 12.

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

# Conditions of making a claim

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You can make a claim by calling us at any time on **0800 500 216**.

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It is a condition of your policy that you must co-operate with us and give us any information or help we ask for in relation to your claim.

## What you must do

Immediately after an **event** occurs, you or any driver of your vehicle must:

- take all reasonable steps to prevent further loss or damage
- inform the police in the case of theft, burglary or vandalism, or any attempt at these
- not admit liability
- not, without our consent, incur any expense or negotiate, pay, settle, or make any agreement in relation to any claim.

As soon as possible you or any driver must also:

- inform us of the **event** and give the full details and circumstances of what has happened, including details of everyone involved
- obtain our permission before you incur any expense, other than the reasonable cost of urgent work to prevent further loss or damage
- send us all relevant communications which you receive as soon as possible
- keep damaged property for our inspection
- make your vehicle available for inspection and assessment before any repairs are carried out
- provide proof of ownership, information and other evidence that we may require
- allow us at our expense and in your name to take any action necessary against any other party and to take over and conduct the defence and settlement of any claim against you
- provide all reasonable assistance and co-operate with us and our assessors, investigators, lawyers or anyone else we appoint to assist in the making of your claim, its settlement and any defence of a potential claim against you or any action against anyone else.

If you do not comply with any of these conditions we can:

- decline your claim
- recover from you any money we have paid.

## Your excess

An excess is the amount you have to pay for each individual **event** when you make a claim.

The total excess is determined by the circumstances of your claim; you might have to pay more than one type of excess when you claim. The amount and types of excesses are shown on the **policy schedule**.

If you claim under more than one policy with us for loss or damage 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.

## Reimbursing your excess

We will reimburse the excess for an **event** if all of 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.

If your vehicle is stolen, and you have the details of the offender you must have made a complaint against the offender to the police, which has resulted 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

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We will choose to settle your claim by repairing your vehicle, paying the costs to repair your vehicle or by classifying your vehicle as a total loss.

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## Repairing your vehicle

We can choose to repair your vehicle if it has been damaged, and in our opinion:

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

If we arrange to have your vehicle repaired, we will ensure your vehicle 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**.

## Lifetime Repair Guarantee

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

## Repairing 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 will be required to contribute the additional costs.

## Repairing or replacing parts

We will decide whether damaged parts on your vehicle are repaired or replaced.

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. The parts we use may be new, recycled or reconditioned. If we have replaced any parts then the damaged parts become our property.

## Paying the cost to repair

If we choose to pay you the cost to repair your vehicle to a standard comparable to the condition of your vehicle immediately before the **event** we will pay the lesser of:

- the reasonable cost of the repairs as estimated by our assessor

- the amount we would have paid if we had arranged the repair ourselves less the total applicable excess.

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

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

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

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

## Classifying your vehicle as a total loss

We will classify your vehicle as a total loss if any of the following apply:

- in our opinion, it is not safe to repair the damage to your vehicle
- in our opinion, 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 from the date you reported the theft to us or to the police.

When we settle a claim for a total loss:

- we will pay the **Agreed Value** of your vehicle less your total applicable excess and any **on-road costs** that are not fully paid
- we are entitled to any refund of **on-road costs**
- your vehicle, including all **modifications** and **accessories** becomes our property, this includes if it is recovered after it has been stolen.
- the total premium for the entire **period of insurance** must be paid in full before the claim is settled
- your policy ends on the date of the **event** and you are not entitled to any refund of premium.

## Having interested parties

If you have a party who has a financial interest in property covered by this policy, such as a bank or finance company, we may partially or fully settle a claim by making payment to them. This payment will either go towards meeting or completely fulfilling our obligations under this policy. However, this interested party is not covered by this policy and does not have any right to make a claim under this policy. By noting an interested party on the **policy schedule**, you are authorising us to disclose your personal information to the interested party.

## Standard benefits

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The following benefits are automatically included in your cover.

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### Cover for accidents with an uninsured third party

We will cover sudden and accidental physical damage to your vehicle up to \$4,000, if all the below criteria are met:

- the damage was the result of an accident caused by an uninsured third party
- you give us the correct name and contact details of the uninsured third party
- you give us the correct registration number of the other vehicle
- the uninsured third party confirms their involvement in the **event**
- we agree the driver of your vehicle was not at fault.

We will settle your claim in one of the following ways:

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

However the most we will pay is \$4,000.

### Cover for a replacement vehicle

If you replace your vehicle, we will insure the replacement for its **Market Value** on the same terms that apply to your vehicle, provided:

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

## Optional benefit

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If you have chosen to include the following benefit, it will be shown on the **policy schedule**.

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### Excess-Free Glass Cover

No excess applies to claims for sudden and accidental physical damage to your windscreen or window glass provided there is no other damage to your vehicle.

We don't cover any of the following under this benefit:

- sunroofs, glass roofs, mirrors, headlights, tail lights, lamp covers or any other glass or transparent plastics or for the replacement of anything attached to the windscreen or window glass; you will need to pay your excess for claims involving these
- any damage, wear, 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 in order to create a match.



# What we don't cover

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

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## **If the driver is under the influence of alcohol, drugs or other intoxicating substances**

There is no cover if the person using the vehicle 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 in excess of the legal limit or if after the **event** failed or refused to take any test for alcohol or drug content in the body, breath or blood after being lawfully required to do so.

## **If your vehicle is being used by certain drivers**

There is no cover when your vehicle is being used or driven by any person who at the time of the **event**:

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

## **If the driver leaves the scene of an accident**

There is no cover if the person using the vehicle at the time of the **event** failed to stop, or left the scene of an accident when it is an offence to do so.

## **If mechanical or electrical damage or failure occurs**

There is no cover for damage to, or failure of, mechanical, electrical or electronic parts of the vehicle or any damage resulting directly or indirectly from a mechanical, electrical, electronic failure or breakdown. This doesn't apply where the damage results from a sudden, unforeseen and physical accidental external cause.

## **If your vehicle is confiscated**

There is no cover for any loss, damage, cost or liability connected in any way with your vehicle being confiscated or seized by anyone with a financial interest in your vehicle.

There is no cover for any loss, damage, cost or liability connected in any way with confiscation, destruction, acquisition, designation, or decision by government or local authorities.

## **If there is a war or nuclear incident**

There is no cover for any loss, damage, cost or liability, directly or indirectly caused by, arising from, or involving:

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power
- nuclear weapons, ionising radiations, or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel.

## **If there is a terrorism incident**

There is no cover for loss, damage, cost or liability, directly or indirectly caused by, arising from, or involving an act of terrorism.

An act of terrorism means any act, including but not limited to the use of force or violence, or the threat thereof, 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.

## **If there is consequential loss**

There is no cover for loss of use of your vehicle or consequential losses of any kind. This includes any loss of income, loss of value, additional costs, expenses and liability incurred due to your vehicle not being able to be used.

## **If there is reduction in value**

There is no cover for the reduction in value of your vehicle from any cause.

## **If there is wear, tear or depreciation**

There is no cover for any loss or damage caused by, arising from, or involving, gradual deterioration or depreciation of your vehicle including wear and tear, rust, corrosion or the action of light, atmospheric or climatic conditions.

### **If there is faulty workmanship**

There is no cover for loss, damage or costs, directly or indirectly caused by, arising from or involving poor, defective or faulty workmanship, design or manufacture, structural or inherent defect.

### **If there is pollution or contamination**

There is no cover for any damage, loss, cost or liability caused by, arising from, or involving, pollution or contamination.

### **If there is other insurance**

There is no cover under this policy where cover is provided by other insurance or by a warranty or guarantee. We will not contribute towards any claim made under any other policy.

### **If an excess applies**

There is no cover for your excess on this or any other policy.

### **If there is tyre damage**

There is no cover for damage to tyres caused by application of brakes or by punctures, cuts or bursts.

### **If the Accident Compensation Act 2001 applies**

There is no cover for costs which are covered under the provisions of the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

### **If there are undamaged parts of the vehicle**

There is no cover for:

- the cost of painting, repairing or replacing an area, set or part of your vehicle that was not damaged in the **event**
- additional costs or loss due to paint, features, fabrics or other parts of your vehicle that are not able to be matched.

### **If your vehicle is unsafe**

There is no cover if the vehicle, trailer or caravan is overloaded or being used in an unsafe or unroadworthy condition. Cover will still apply if you can prove that you and the driver were unaware of such condition and had taken all reasonable steps to maintain your vehicle.

### **If you incur costs**

There is no cover for costs or expenses you incur in order for you to prove or assist us with your claim. This may include you or anyone else's time or materials used.

There is no cover for repairs that are not related to your claim.

### **If the vehicle is being used for certain activities**

There is no cover when the vehicle is being used for any of the following:

- for hire or to carry fare-paying passengers
- for the carrying, hauling or towing of goods or samples in connection with any trade or business
- for or in any protest, civil disruption, unlawful purpose or criminal activity
- for off-roading, for example using your vehicle on a beach, sand dunes, a river or river bed, or for hill climbing regardless of whether your vehicle is designed for off-road use. This applies unless your vehicle is being used:
  - on a recognised boat ramp, or
  - on an unsealed surface usually used as a car park, or
  - on an unsealed surface to access a residential building
- racing of any kind, including pace-making, trials, tests, demonstrations, race track driver training, or race track vehicle handling lessons or similar events or being tested in preparation for any of the above
- on any track, circuit, speedway, racing arena or any other similar surface or location.

# Policy conditions

## 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.

## You must give full and accurate statements

Your policy with us relies on the accuracy of the information you provide to us. You must provide full and accurate information and answer honestly, correctly and completely all questions we ask you.

If any claim under this or any other policy with us is supported by any incorrect or incomplete information or statement or is in any respect fraudulent, then your claim is not payable and this policy will be automatically terminated from the date that the incorrect information was supplied to us, or the statement or fraudulent claim was made to us. We may also terminate any other policy you have with us at the same time.

## You must tell us if there are any changes in circumstances

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

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

As a result of these changes in circumstances, or if you fail to tell us of 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 this by sending you a **policy schedule** confirming the change and the date from which the change became effective.

If there is an alteration to your premium, which remains unpaid then we can reduce the **period of insurance** in line with the proportion of the unpaid premium.

## 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 or damage occurring.

## 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 or damage.

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

## You are jointly insured

All people listed as 'Who's insured' on the **policy schedule** are jointly insured and are considered to act with the expressed authority of each other. This means that if any one does or fails to do anything so that there is no cover, there will be no cover for any of the people listed on the **policy schedule**. Each person listed under 'Who's insured' on the **policy schedule** has the right to make a change to the policy, make a claim under the policy, or cancel the policy.

# If you breach policy terms and conditions

Some parts of this policy can cover other parties as well as you. To gain benefit of any cover under this policy, they must meet all the same conditions and obligations that you are required to meet.

No claim will be payable where any person covered under this policy breaches 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, any claim payments we have made to you or related costs we have paid must be refunded to us.

## How we administer your policy

### **If we send notices**

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

### **If you pay your premium by instalment**

If we have agreed to accept payment of your premium by instalment, where any instalment is overdue all benefits under this policy will be suspended from the date the first unpaid instalment was due. Your policy will be automatically cancelled if any premium instalments remain unpaid for 28 days. Because this cancellation is automatic you will not be sent a cancellation notice.

## Cancellation

### **Cancellation by you**

You may cancel this policy at any time.

If you cancel this policy outside the cooling-off period and you have not made a claim, you will be refunded the unused portion of your paid premium, less the cancellation fee shown on the **policy schedule**.

### **Cancellation by us**

We may cancel your policy at any time by sending you a notice to this effect. The cancellation will take effect on the 7th day after the notice has been sent. We will refund the unused portion of your paid premium.

# Definitions

## AA Insurance repairer

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

## Accessories

An item kept in or on your vehicle that is not directly related to the function of the vehicle. This includes but is 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, maps
- aftermarket wheels.

## Agreed Value

The amount for which we have agreed to insure your vehicle. It is specified on the **policy schedule** and includes the value of any **modifications** and **accessories**.

When your policy is due for renewal we will consider depreciation and the reasonable retail value of the make, model, and series of your vehicle. We use this to automatically review and set your new Agreed Value. The Agreed Value will usually decrease at each renewal as your vehicle value depreciates with age and use. By accepting the renewal you have accepted the Agreed Value.

## Event

A sudden, accidental and unforeseen occurrence that causes physical loss or damage that is not intended or expected by you.

## Market Value

The reasonable value of the vehicle immediately before the loss or damage as determined by an independent registered motor vehicle valuer.

## Modification

Any change or alteration made to your vehicle beyond the manufacturer's original specification. This includes but is 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
- electrical equipment.

## On-road costs

Vehicle registration fees or road user charges.

## Period of insurance

The period of insurance shown on the **policy schedule**.

## Policy schedule

The most recent policy schedule we have sent you.

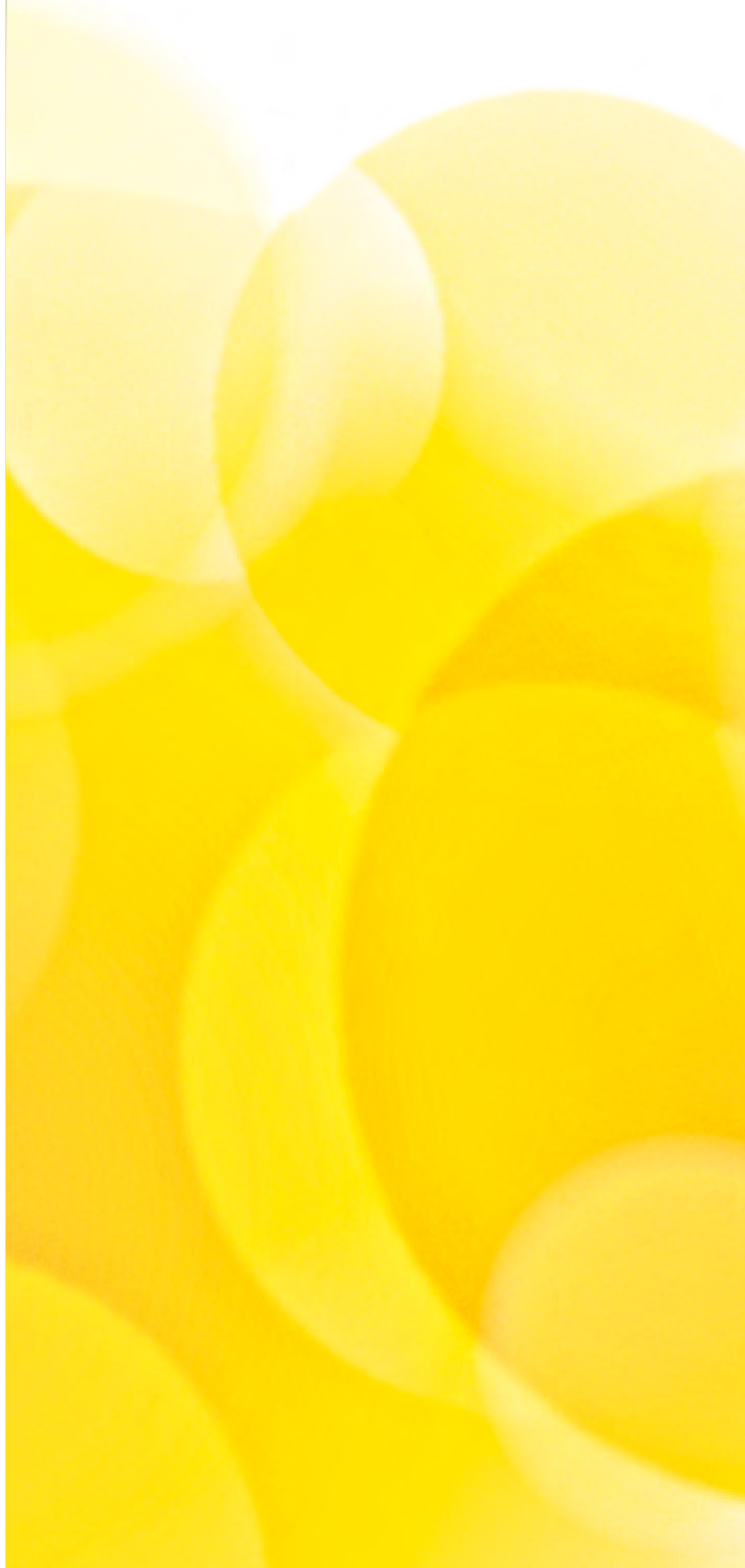
## Let's get it sorted

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 in place to assist you if needed.

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If there is anything you don't understand in this policy document, or if you have any queries, please contact us on **0800 500 213**.

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# 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 NZ.

## Comprehensive Car Insurance

Comprehensive cover with optional extras to suit your car.

## 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.

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## We're here to help you

Call us anytime

**0800 500 213**

Visit us online

**[aainsurance.co.nz](http://aainsurance.co.nz)**

Or come in and see us at your nearest

**AA Centre**

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