

# Policy | RoadCover®

*Third Party, Third Party Fire & Theft*



**AA Insurance**



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## How to get in touch

Call toll free **0800 500 213**

Get online @ **[www.aainsurance.co.nz](http://www.aainsurance.co.nz)**

Or visit your nearest **AA Centre**



# Welcome

Thank you for insuring with AA Insurance. This policy document explains your insurance cover and details your entitlements and responsibilities. Please read it carefully and keep in a safe place.

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

# Summary of benefits

## This policy document gives details of two alternative covers:

- > Third Party Fire & Theft
- > Third Party

Benefit	Third Party Fire & Theft	Third Party
Basis of settlement	Fixed Agreed Value	n/a
\$20 million third party liability cover	Yes	Yes
Legal costs	Yes	Yes
Uninsured driver protection	Yes	Yes
Substitute car cover	Yes	Yes
No fault - no excess	Yes	Yes
Fire & theft extension	Yes	No

## Your contract

### Your contract includes:

- > your application
- > this pre-printed policy document
- > your personalised policy schedule, with details of the cover that applies to you
- > any change that we advise you of in writing at the commencement of the contract or on renewal, or
- > any change you advise us of and we agree to in writing.

## Your policy schedule includes:

- > the type of cover
- > who is insured
- > the insurance period
- > the insured vehicle and its use
- > the sum insured
- > the amount of excess
- > any special policy conditions.

## Creating the contract

This contract is based on the information you have provided to us. You must tell us everything you know with regard to the questions in the application form and any questions asked at the time you applied for this insurance. Any information you provide to us must be accurate. If you have not disclosed something you should have, we may reduce the cover or provide no cover at all.

## What the contract gives you

The contract covers you for a valid claim made for loss or damage arising from an accident or fire or theft when shown in your policy schedule to the extent that an exclusion does not apply.

You are covered:

- > throughout New Zealand, and
- > within New Zealand Territorial Waters, whilst travelling on a recognised commercial carrier.

All amounts referred to in this policy are inclusive of GST.

## The cover provided

If you have taken out the Third Party Policy, you are covered for those benefits noted on pages 7, 8, and 9.

If you have taken out the Third Party Fire & Theft Policy, you are covered for those benefits noted on pages 7, 8, 9, 10, and 11.

# Definitions

## In this policy:

### **We, Us and Our**

refer to AA Insurance Ltd.

### **You and Your**

refer to the person or persons named in the policy schedule as the Insured. You and your also refer to any person using or in charge of your vehicle with your permission, held legally liable for damage to property as a result of an accident arising out of the use of your vehicle.

In respect of the incurring of liability, you and your also refer to any person using or in charge of your car with your permission, held legally liable for damage to property as a result of an accident arising out of the use of your car.

### **Accessories and Tools**

are the accessories and tools supplied by the manufacturer with your vehicle when new, or those we have agreed to cover in writing.

### **Accident**

includes vandalism, but not loss or damage you cause intentionally or recklessly.

### **Control**

includes custody or possession of an item.

### **Driver**

means you or another person driving your vehicle with your permission, who has not been refused equivalent insurance, and who is not entitled to cover under any other insurance.

### **Excess**

is the first amount of any claim that you must pay.

### **Fixed Agreed Value**

means the amount in your policy schedule that we pay for the total loss of your vehicle.

### **Market Value**

means the reasonable retail value of your vehicle immediately prior to the loss.

**Modification**

means changes and alterations to your vehicle from the manufacturer's standard specifications, including but not limited to stereos, tyres and wheels.

**Other driver**

means the person in charge of the other motorised vehicle in an accident.

**Subject to finance**

means you can lose your vehicle when you do not make repayments.

**Substitute vehicle**

means an uninsured vehicle, which does not belong to you, that you are using while your vehicle is not in use. Cover is limited to liability cover only.

**Total loss**

means that we believe your vehicle:

- > cannot be economically or safely repaired for the market value or fixed agreed value, or
- > is unlikely to be recovered after a theft.

**Trailer**

means a vehicle not otherwise insured that is not self-propelled, has two or four wheels, and is designed for being towed by a car and for carrying goods. Trailer includes a horse float, but does not include a caravan.

**Your vehicle**

means any sedan, station wagon, utility or van with a gross weight up to 2.5 tonnes, identified in your policy schedule, but does not include motorbikes or caravans.

# Special Features

## Discounts

You can earn a discount for each claim-free year on Third Party Fire & Theft and Third Party policies.

This discount can be transferred to any other RoadCover® Policy.

## Fire and theft

An extension is available for fire and theft for cars valued up to \$10,000.

## Uninsured driver protection

Your car is automatically covered for up to \$4,000, if you are involved in an accident with an uninsured driver. You must identify the other driver at fault and provide the name of the owner and registration number of the vehicle.

## Consumer protection

If you are not satisfied with the cover provided by this insurance you may return the policy within 14 days of receiving it and where no claims have been made you will be given a full refund of any premium paid.

# Benefits of RoadCover® Third Party Fire & Theft and Third Party

## Liability

In this section liability means legal responsibility to pay compensation for damage to someone else's property when you are at fault.

## Damage

Means damage caused by:

- > goods falling from your vehicle, trailer or a caravan
- > loading or unloading your vehicle, trailer or a caravan while it is on a roadway or thoroughfare
- > use of:
  - your vehicle
  - a substitute vehicle
  - a trailer or a caravan attached to your vehicle or substitute vehicle.

## Cover for damage to other people's property

### Legal representation

We pay legal costs incurred in defending any property damage claim made against you or the person driving your vehicle, but only if you:

- > forward to us every legal document as soon as you receive it
- > advise us in writing as soon as you know of any impending prosecution or inquest.

Do not settle or defend an action or claim, or make any agreement which limits our right to recover damages without our written consent.

We cover liability of:

- > you
- > any licensed driver using your vehicle with your permission
- > any passenger in your vehicle
- > your employer if:
  - you are using your vehicle as their employee, or
  - your vehicle is being used by another employee.

We do not cover another person using your vehicle, unless we agree in writing, if:

- > he or she has been refused vehicle insurance, had any insurance withdrawn or cancelled, or renewal of insurance was refused or not invited
- > he or she ever had a driver's licence cancelled
- > he or she is under 25 years of age.

We do not cover liability for damage to property belonging to you or in your custody or control.

## **Uninsured driver protection**

We will cover accidental damage to your vehicle to a limit of \$4,000 provided that:

- > the damage was the result of an accident with another uninsured party, and
- > we agree that the damage was caused by an accident for which you were not to blame, and
- > you give us the name and address of the other driver at fault, the party's name and address, and the other party's registration number, and
- > you claim an amount which is more than the applicable excess.

Under the uninsured driver protection section of this policy we may decide to:

- > pay you the Market Value of your vehicle, in which case this policy will be cancelled, and your premium will not be refunded. If the policy is paid by instalments we will be entitled to collect the unpaid balance of the annual premium, or deduct from the

settlement of the claim. Your vehicle (including any refund of on-road costs) becomes our property

- > pay you the cost of repairing your vehicle, or
- > repair your vehicle.

## Cover for a replacement vehicle

If you replace your vehicle with another, and we agree to cover it, then:

- > the policy covers the replacement vehicle from the time it was acquired, and
- > the policy no longer covers the original vehicle.

We will cover the replacement vehicle only if:

- > you give us details of the vehicle within 14 days of acquiring it and
- > you pay us any difference in premium.

# Additional Benefits of RoadCover® - Third Party Fire & Theft

## Total loss

If we believe your vehicle is a total loss as a result of fire or theft, we will pay you the fixed agreed value less any applicable excess, unpaid premium and any reduction if your vehicle was not in good condition immediately prior to the accident.

If we decide your vehicle is a total loss this policy will be cancelled from the date of the total loss and you cannot claim for any subsequent event. Your premium will not be refunded. If the policy is paid by instalments we will be entitled to collect the unpaid balance of the annual premium, or deduct from the settlement of the claim. Your vehicle (including any refund of on-road costs) becomes our property.

## Repair

If we agree to repair your vehicle:

- > we will pay for parts consistent with the age and condition of your vehicle
- > we will pay an amount for each part or accessory shown in the manufacturer's latest New Zealand catalogue or price list, plus the reasonable cost of fitting. If the part or accessory is not available in New Zealand, we will pay the manufacturer's last known list price in New Zealand or the price of the part's closest New Zealand equivalent or the cost of having the part made in New Zealand. However, we will not pay the cost of freight of any part into New Zealand or for the replacement of any part that is not damaged
- > we may require you to contribute to the cost if the repairs put your vehicle in a better condition than immediately before the event

> we will attempt to ensure that any paint work necessarily undertaken matches existing paint work, but we will not pay for the inability of the repairer to match the paint work, despite their best endeavour. We will not pay for the painting of areas other than those which actually suffered damage.

You must obtain our written agreement before repairs are carried out.

## **Accessories and tools**

We will cover accessories and tools at their current used value plus reasonable installation costs. The accessories and tools are those supplied by the manufacturer with your vehicle when new, or those we have accepted or acknowledged in writing. Failure to advise us may jeopardise future claims. Modified vehicles, including those with non standard accessories, may not be acceptable.

## **Excess**

Excess is the amount you pay when you make a claim and is the amount applying to the driver or person last in charge of your vehicle at the time of the loss or damage.

We calculate your excess by adding the standard and imposed excesses applicable to your claim.

### **Standard excess**

The amount specified in your policy schedule.

### **Imposed excess**

The excess we may require in certain cases depending on your vehicle, the driving record and age of those who drive your vehicle, and your claims history. We show the imposed excess as a special policy condition in your policy schedule.

## No fault - No excess

You do not have to pay an excess for a claim if:

- > we determine that the damage was caused by an accident for which you were not to blame, and
- > you give us the vehicle registration number, name and address of the other driver at fault, and
- > you give us the name and address of the owner of the other vehicle.

You do not have to pay an excess for theft claims if you ascertain the name and address of the person who stole your vehicle and you provide us with that information.

## How you make a claim

To make a claim, please call our Claims Team on **0800 500 216**.

We will pay your claim if you give us the information and help we require, including written statements, documents and, in rare situations, attending court to give evidence.

We may attempt to recover money from the party who caused the loss or damage. We may defend an action against you if someone alleges that you caused loss or damage. We may take legal action in your name. You must help us as we require.

When you make a claim we may require you to pay an excess or we may deduct an excess from your benefits. We advise you when and how the excess is to be paid or deducted. Where a claim is made against this policy, it may affect your next year's renewal either by variation of the premium or excess or a combination of these.

You must not admit fault or make any offer, promise or payment, or give an indemnity or release to any person without our written consent.

You must send us immediately any letter, notice or court document you receive relating to an event which could involve a claim.

We will handle a claim on your behalf only if the amount claimed is greater than the applicable excess.

## Truth of statements and fraud

All statements made by you or on your behalf, either on the application form or otherwise in support of this policy or any claim, must be accurate in all respects. If any claim under this policy is in any respect fraudulent, all benefits will be forfeited and cover cancelled immediately.

AA Insurance has a policy of prosecuting any offender for fraud, and seeking recovery of any resultant costs.

## Privacy - The Insurance Claims Register

The Insurance Claims Register (ICR) is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Ltd (ICR Ltd), PO Box 474, Wellington.

This policy is issued to you conditional upon your authorising us to place details of any claim made against this policy on the database of ICR Ltd where they will be retained and be available for other insurance companies to inspect. You also authorise us to obtain from ICR Ltd personal information about you that we consider relevant to this policy or any claim made against it.

# Providing up to date information

## **You must tell us as soon as:**

- > you change your address
- > the use of your vehicle changes
- > the drivers of your vehicle change
- > you modify or add an accessory to your vehicle
- > you or any other driver is charged with or fined for an offence in connection with a vehicle, including on the spot, red light or speed camera fines or licence suspension
- > you or any other driver is charged with or fined for any offence in connection with drugs, alcohol, fraud, theft or any other offence.

You must also make a written report to the Police of any theft, attempted theft or vandalism.

It is in your best interests to advise us in writing of any accident, fire or theft involving your vehicle as soon as possible after it happens even if you do not make a claim for damage to your own vehicle.

# Exclusions

## General exclusions

We do not provide any benefit :

- > for repairs carried out without our written consent
- > for loss of use
- > for loss or damage:
  - caused by your failure to take all reasonable steps to ensure the security and safety of your vehicle
  - which happened before the policy was taken out
  - to tyres caused by brakes, road punctures, cuts or bursts
  - caused by lawful seizure of your vehicle arising from any breach of contract
  - caused by war, warlike activities or acts of civil disturbance
  - caused by nuclear accident, material or waste
  - caused intentionally by you or a person acting with your express or implied consent
  - caused by depreciation, wear and tear, rust or corrosion, structural failure, or mechanical or electrical breakdown or failure of any onboard computer or other equipment to correctly recognise or process day or date functions
  - covered by another insurance policy
- > for items stolen from an unlocked vehicle including after a fire, theft, breakdown or accident
- > for painting of any areas of your vehicle which were not damaged
- > for liability:
  - which you or your passenger(s) agree to meet without first obtaining our written consent
  - covered by another insurance policy
- > if you are not truthful in a statement made in a claim or in connection with a claim
- > for the contents of your trailer.

## Driver exclusions

We will not provide any benefit if the person in charge of your vehicle at the time of the loss or damage:

- > was under the influence of alcohol or a drug. In relation to the influence of alcohol, this exclusion does not apply if the person can establish to our reasonable satisfaction that they had less alcohol in their blood than the legal limit at the time of the loss or damage
- > had at that time, more alcohol in his or her blood, indicated by analysis of breath or blood, than the amount prescribed by law
- > was convicted of an offence for driving at that time affected by alcohol or drugs or convicted for failing to take a blood test
- > refused to take a test for alcohol or drug content in the blood at or after the time of loss or damage
- > was under 25 years old, unless we have agreed in writing
- > was not licensed or was not complying with the conditions of an appropriate licence
- > was using your vehicle for an unlawful purpose
- > was not truthful in a statement made in a claim or in connection with a claim
- > did not immediately make a report to the Police when he or she suspected that the vehicle or items in or attached to your vehicle were stolen
- > made admissions, settled or attempted to settle or defend any claim without our agreement.

## Vehicle exclusions

We may reduce a benefit or provide no benefit at all if, at the time of the loss or damage, your vehicle was:

- > not kept free from significant corrosion, damage, or deterioration of body, paint or mechanical items
- > unsafe or did not have a current Warrant of Fitness, or would not have passed a Warrant of Fitness check immediately prior to the loss or damage, or an attached trailer or caravan was unsafe or did not have a current Warrant of Fitness and you or a person using your vehicle knew or should have known this
- > overloaded, or an attached trailer or caravan was overloaded
- > engaged in or being tested in preparation for racing, pacemaking, speed or reliability trials or hill-climbing tests or off-roading
- > modified so that it did not comply with the manufacturer's standards, or was fitted with non-standard accessories unless it has been approved or acknowledged in writing by us
- > being used in a way not disclosed in your application
- > used for hire or reward
- > a caravan which you own (this must be insured under our separate RoadCover Caravan Policy).

# Cancellations

## By you

You may cancel the contract in its first 14 days by written notice to us. We will refund your premium in full if you do not make any claim and return the policy and policy schedule to us. You may also cancel the contract at any other time by written notice to us. We will keep an amount of the premium for the period up to the cancellation and for administration costs, and refund the balance.

If the policy is a "Tourist Policy", no refund of premium applies, the policy is non-renewable and cover applies for a maximum of 12 months.

## By us

We may cancel the contract in its first 14 days by giving you seven days notice in writing, posted to your last known address. In these circumstances cancellation will be effective from 4.00 pm on the seventh day after we have posted the letter advising you.

We may also cancel or avoid the contract for your failure to pay the premium, fraud or misrepresentation, failure to disclose information, breach of contract or a breach of utmost good faith. We will advise you of the reason for cancellation in writing.

We may also cancel this policy at any time by sending a letter to this effect to you at your last known postal address. The cancellation will take effect at 4.00 pm on the seventh day after the letter has been sent.



# Can we help with anything else?

## **AA Insurance RoadCover® Plus**

Comprehensive cover for your car.

## **AA Insurance RoadCover® Vintage**

Tailored cover for classic and vintage car enthusiasts.

## **AA Insurance HomeCover®**

Full Replacement cover on your house.

## **AA Insurance ContentsCover®**

New For Old cover on your belongings.

## **AA Insurance PleasurecraftCover®**

Comprehensive cover on your trailered boat.

## **AA Insurance RoadCover®**

### **Caravan/Trailer**

Cover for your caravan or trailer.

## **AA Insurance MotorcycleCover®**

Comprehensive cover on your motorcycle.

## **We're here to help**

Call AA Insurance today on  
**0800 500 213** for cover you can rely on.

Or visit **[www.aainsurance.co.nz](http://www.aainsurance.co.nz)**  
or your nearest AA Centre.

