

AMI Roadside Rescue Terms and Conditions (Stand-alone)

Please read the following terms and conditions carefully. If you have any queries at all, phone us on 0800 800 802.

AMI Roadside Rescue is a service provided by First Rescue New Zealand Limited, a member of the IAG Group and its authorised third parties.

Definitions

In these Terms and Conditions:

"**Vehicle**" means a motorised and roadworthy vehicle 3.5 tonnes Gross Laden Weight (GLW) or less, which can be legally used on New Zealand public roads.

We, 'us', 'our' and 'AMI' means AMI, a division of IAG New Zealand Limited or its provider.

'You' and **'your'** means the main named driver of the Vehicle.

Membership

1. Unless otherwise set out below, your AMI Roadside Rescue Membership is non-transferable and personal to the named individual. Membership entitlements do not cover pre-existing incidents or breakdowns that occurred prior to the start date of your Membership.
2. AMI reserves the right to deny services to any person who in AMI's opinion is or has been abusive, threatening or violent toward any staff, or who attempts or has attempted to receive service by deception.
3. Payment of your Membership is due annually in advance, through our payment portal Shopify [Shopify Terms of Service](#).
4. AMI Roadside Rescue Membership fees for a 12-month Membership, are available to view on the website [here](#).

Your Subscription Renewal

5. We will notify you in writing 30 days' prior to the end of your 12-month Membership subscription, advising you that it is due to expire. Unless we hear from you otherwise advising us that you wish to cancel your Membership, your Membership will automatically renew for a further 12-month period, subject to payment of your renewal fee. In the event that payment of your Membership fee is not received we will notify you in writing advising you that your Membership is cancelled.

Stand down period

6. Unless the immediate cover Membership option is paid for, a 24-hour stand down period applies to all Memberships and AMI Roadside Rescue will not be provided during the first 24 hours of Membership commencing.

Cancellation of your Membership

7. You may cancel your Membership at any time, by notifying AMI in writing that you wish to cancel the Membership.
8. AMI may cancel your Membership at any time with immediate effect by providing you with written notice of cancellation.
9. A full refund will only apply if the policy is cancelled within 15 days of the date that you purchased your Membership (whether for the first time or on renewal). After this period, a pro-rated refund will apply for the calendar months remaining until your next renewal date.

Callouts

10. In the event of a Vehicle breakdown, you must phone us immediately on 0800 800 802 to request breakdown assistance and be advised of services available. You must be able to produce a form of identification acceptable to AMI, such as a driver's licence, when the callout is attended.

In case of assistance, you will be required to supply us with the following information:

- Your name, and the registration number of the Vehicle.
- Your location and if possible, a telephone number where you can be contacted.
- Brief description of emergency and nature of help required.

Provided it is safe to do so, you will need to wait with the Vehicle at the site of the breakdown for assistance once you have contacted us, until the callout is attended.


Service Entitlements

11. AMI Roadside Rescue comprises the following:

Benefits	AMI Roadside Rescue Service
Coverage Your Membership covers you in any Vehicle or anyone driving your designated Vehicle 24 hours a day, 7 days a week, New Zealand wide.	✓
Unlimited callouts You are entitled to unlimited callouts in any Membership year.	✓ Fuel callouts limited to 3 callouts in a 12 month period.

<p>Taxi Provision of a taxi where the Vehicle is non-operational due to a mechanical defect.</p>	<p style="text-align: center;">✓</p> <p>A limit of 50kms radius or \$80 (inc. GST) applies to this benefit.</p>
<p>Tow to Safety If the technician is unable to mobilise the Vehicle roadside, then the Vehicle will be towed to our nearest AMI preferred repairer or place of safety after a breakdown.</p>	<p style="text-align: center;">✓</p>
<p>Towed Vehicles If you were towing a boat, trailer, or caravan when you broke down these will also be towed/transported to our nearest AMI preferred repairer or place of safety.</p>	<p style="text-align: center;">✓</p>
<p>Flat battery / jump start We'll help jump start your car. If the Vehicle cannot be jump started due to the battery requiring replacement, the Vehicle will be referred or transported to our nearest preferred repairer.</p> <p>Where required, we can arrange for the supply of a new battery. All costs relating to the new battery will be charged to you directly.</p>	<p style="text-align: center;">✓</p>
<p>Key lockout assistance AMI will dispatch a provider to unlock the Vehicle or arrange for the spare set of keys to be delivered to the driver.</p> <p>Any repair or replacement costs are payable by you at the time the service is performed. This includes key cutting and replacement keys and locks, loss or damage to the Vehicle as a result of recovering the keys from the Vehicle at your request.</p>	<p style="text-align: center;">✓</p> <p>A limit of \$200.00 (inc. GST) applies to this benefit.</p>
<p>Out of fuel AMI will arrange, free of charge, the delivery of up to five (5) litres of petrol or diesel to enable the Vehicle to travel to the nearest filling station.</p>	<p style="text-align: center;">✓</p> <p>This benefit has a maximum use of 3 times per 12-month Membership.</p>
<p>Out of charge (EV) We will provide a mobile electric vehicle charging service to give your vehicle enough charge to reach the nearest charging station or send out a transportation provider to tow/transport the Vehicle to the closest charging station, our nearest AMI preferred</p>	<p style="text-align: center;">✓</p>

<p>repairer or place of safety. You must pay for the use of the charging station.</p>	
<p>Flat Tyre AMI will dispatch a provider to inflate a flat tyre (where possible) or fit the Vehicle's spare tyre if you have a flat or damaged tyre, provided that the spare tyre is suitable for use with the Vehicle.</p> <p>If it is possible, and safe to do so, we may be able to repair the damaged tyre on the roadside.</p> <p>If the Vehicle has no spare, AMI will pay for a provider to transport the Vehicle to our nearest AMI preferred repairer or safe location.</p>	<p style="text-align: center;">✓</p>
<p>Mechanical breakdown AMI will dispatch a provider to tow/transport the Vehicle to our nearest AMI preferred repairer or safe location. If you elect to have the Vehicle towed/transported to a place of your own nomination and this distance is greater than would have been to AMI's preferred repairer or safe location, the additional charge of \$3 per kilometre for the excess kilometres will be at your cost. If a second tow is requested following storage at the preferred repairer or place of safety, this cost will be your responsibility.</p>	<p style="text-align: center;">✓</p>
<p>Minor roadside repairs we may be able to perform minor mechanical repairs where it is possible and safe to do so. However, if major parts or factory diagnostic equipment is required then the Vehicle will be transported to our nearest service provider. Costs for any parts required are your responsibility.</p>	<p style="text-align: center;">✓</p>
<p>Motorist technical advice technical and mechanical advice may be offered in relation to the Vehicle operation, any safety warnings or lights that may appear or technical and mechanical information regarding the Vehicle will be provided through 0800 800 802</p>	<p style="text-align: center;">✓</p>
<p>Windscreen/glass referral AMI will refer you to our nearest preferred repairer or automotive glass specialist repairer.</p>	<p style="text-align: center;">✓</p> <p style="text-align: center;">Any repairs undertaken will be at the Customer's cost.</p>

<p>Friends and Family Contact Service In the event of a breakdown, AMI can connect your call to family members, friends, or business associates to notify them of any possible delays.</p>	

Roadside Rescue Service Exclusions

12. AMI Roadside Rescue will not be provided where:

- the Vehicle has been modified for racing, trials or rallying, speed or duration testing or any claim for service has arisen in respect of, or through participation in, such activities;
- the Vehicle is carrying more passengers or towing a greater weight than it was designed for as stated in the manufacturer's specifications;
- If you elect to have the Vehicle towed/transported to a place of your own nomination and this distance is greater than would have been to AMI's preferred repairer or safe location, the additional charge of \$3 per kilometre for the excess kilometres will be at your cost. If a second tow is requested following storage at the preferred repairer or place of safety, this will be at your cost.
- the Vehicle is a taxi, rental or hire vehicle, or a commercial vehicle or light truck;
- the Vehicle is being used in an improper, unauthorised, reckless, or negligent way; or
- the loss or damage (directly or indirectly) was occasioned by or happened in consequence of war, invasion, act of God, act of foreign enemies, hostilities, civil war, rebellion, insurrection, terrorism, military and usurped power, riot, or civil commotion or sabotage or any other events beyond the control of the person operating or having control of the Vehicle at the time;
- the Vehicle is being driven by a driver who is unlicensed or does not hold a valid license to drive that type of vehicle issued by a competent authority;
- the Vehicle is not registered and licensed for use on public New Zealand roads;
- the Vehicle has suffered any mechanical breakdown due to driver related damage or misuse of the Vehicle;
- the breakdown has resulted from or was connected with the Vehicle manufacturer's recall;
- the breakdown has resulted from unauthorised repairs or from faulty workmanship;
- the breakdown is caused by the fitting of accessories to the Vehicle which are not genuine or are not from the original manufacturer or which are not approved by the manufacturer;
- the Vehicle is not within easy access of a public road or cannot be accessed by a two-wheel drive vehicle;
- the Vehicle is not in a roadworthy condition;
- the Vehicle was involved in an accident or collision;
- the Vehicle was being used for competitions or off-road activity;

- the Vehicle cannot be accessed due to extreme conditions;
- the Vehicle requires specialised salvage equipment;
- the Vehicle is disabled by floods, snow affected roads, or is not accessible due to other adverse road or weather-related conditions;
- the vehicle is bogged/trapped in off-road conditions, and not accessible by normal two-wheel drive recovery Vehicles;
- the vehicle is located off designated legal roads (other than private residence the service provider is authorised to access), and not accessible safely by normal two-wheel drive recovery Vehicles;
- the Vehicle exceeds 3.5 tonnes Gross Laden Weight (GLW);
- the vehicle has been left unattended;
- the Vehicle is not displaying a current motor Vehicle registration certificate and warrant of fitness;
- costs relating to parts, labour or any associated costs for the repair of the Vehicle outside of the benefits listed shall be at your expense.

Liability of AMI

13. To the maximum extent permitted by law, AMI disclaims all liability and responsibility for any direct or indirect loss or damage arising from or in connection with the provision of AMI Roadside Rescue. To the maximum extent permitted by law, AMI will not be liable to you under the law of tort, contract or otherwise for:
- a) any damage to the Vehicle or theft of objects and accessories which are left in or outside the Vehicle;
 - b) any exemplary, special, indirect or consequential damages or losses (including, but not limited to, loss of profits).

Without limiting the section above, to the maximum extent permitted by law, AMI's liability to you shall be limited to the amount you paid AMI for the purchase of your AMI Membership.

Your personal information

14. By purchasing this service from AMI, you authorise AMI to share your personal information with the provider(s) of AMI Roadside Rescue, engaged by AMI from time to time for the purposes of providing the services and in accordance with AMI's Privacy Policy [Privacy Policy | AMI insurance](#).

The Vehicle assistance helpline operators may record telephone calls. By purchasing AMI Roadside Rescue you authorise those operators to share those telephone recordings with AMI for any purposes relating to:

- Your service with AMI; and
- Training and quality assurance.

You can request access to and correction of any personal information AMI holds about you. Unless AMI has a lawful reason for withholding this information AMI will provide you with access.

Terms relating to AMI Roadside Rescue - New Licensed Driver Offer

1. This promotion is conducted by AMI, a business division of IAG New Zealand Limited, 1 Fanshawe Street, Auckland 1010 **(AMI)**.
2. The Promotion commences on 4 November 2024 and continues until closed by AMI **(Promotion Period)**.
3. By participating in the Promotion, you agree to be bound by these terms and conditions, in addition to our AMI Roadside Rescue Terms and Conditions above. In the event of any conflict, these terms will apply.
4. For the purposes of the Promotion, **“You”** means a newly licensed class 1 Vehicle driver in New Zealand who has passed their full or restricted licence **(Eligible Drivers)**.
5. All Eligible Drivers can sign up during the Promotion Period for free AMI Roadside Rescue for a period of 12 months **(Offer)**.
6. If you are an Eligible Driver under the age of 18 years old, you must obtain consent from your parent or guardian to sign up to the Offer.
7. The is a one-time Offer that must be redeemed within 12 months of passing your full or restricted class 1 Vehicle driver licence.
8. AMI reserves the right to terminate or amend any aspect of this Promotion, including the eligibility criteria at any time.
9. AMI takes no responsibility for any misdirected, lost, incomplete, damaged, corrupted, incorrectly submitted, or any human error, technical malfunctions, lost or delayed data transmission, computer or network failure, or any other interruption that may affect the conduct of this Promotion.
10. AMI, at its sole discretion, may extend this Promotion for a longer period than the Promotion Period. AMI also reserves the right to terminate, withdraw or amend any aspect of this Promotion at any time. AMI will only do this where it considers it is reasonable to do so.
11. The Offer is not transferable and cannot be exchanged for cash.
12. There is no entitlement to a refund if the Offer is cancelled.

Privacy

Information collected from you will be securely held by AMI. AMI may contact you using the contact details provided for the purpose of the Promotion generally and for marketing and promotional purposes. AMI may disclose your personal information to Waka Kotahi NZ Transport Agency (NZTA), its contractors and agents in the course of conducting this Promotion and for marketing and promotional purposes. You have the right to access and correct their personal information in accordance with the Privacy Act 2020 by contacting AMI at 1 Fanshawe Street, Auckland or by calling 0800 80 24 24.

Terms relating to the Flybuys Promotion

1. The Flybuys promotion (**Promotion**) is conducted by AMI, a business division of IAG New Zealand Limited, 1 Fanshawe Street, Auckland 1010 (**AMI**).
2. The Promotion commences on 21 October and closes at 11.59pm on 31 December 2024 (**Promotion Period**).
3. By participating in the Promotion, you agree to be bound by these terms and conditions, in addition to our AMI Roadside Rescue Terms and Conditions above. In the event of any conflict, these terms will apply.
4. The Promotion is open to any existing Flybuys member who receive an email, direct mail or social advertisement offering this promotion during the Promotion Period (**Eligible Driver**).
5. For the purposes of the Promotion, “**You**” means a customer purchasing a subscription through Flybuys, or the main named driver of the Vehicle.
6. During the Promotion Period Flybuys points may be used by Eligible Drivers to pay for a 12-month AMI Roadside Rescue Membership (**Offer**).
7. Once issued, AMI Roadside Rescue is not transferable and cannot be exchanged for cash.
8. There is no entitlement to a refund if AMI Roadside Rescue is cancelled.
9. You have until 11.59pm on 31st December 2024 to spend your Flybuys Points on the Flybuys Store. Once the Flybuys Points have been converted, the code for AMI Roadside Rescue will be valid for 3 years.
10. Any unredeemed Flybuys Points will expire on 1st January 2025, and the Flybuys programme will be closed. Flybuys terms and conditions apply please see https://www.flybuys.co.nz/Pages/site/terms_and_conditions
11. AMI is not responsible or liable for any customer inability to use their Flybuy rewards.
12. AMI takes no responsibility for any misdirected, lost, incomplete, damaged, corrupted, incorrectly submitted, or any human error, technical malfunctions, lost or delayed data

transmission, computer or network failure, or any other interruption that may affect the conduct of this Promotion.

13. AMI, at its sole discretion, may extend this Promotion for a longer period than the Promotion Period. AMI also reserves the right to terminate, withdraw or amend any aspect of this Promotion at any time. AMI will only do this where it considers it is reasonable to do so.

Privacy

Information collected will be securely held by AMI. AMI may contact any or all participants for the purpose of the Promotion generally and for marketing and promotional purposes. AMI may disclose participants' personal information to Loyalty New Zealand Limited, its Flybuys partners, contractors, and agents in the course of conducting this Promotion and for marketing and promotional purposes. You have the right to access and correct their personal information in accordance with the Privacy Act 2020 by contacting AMI in writing at the address above or by telephoning 0800 80 24 24.