

AMI ROADSIDE RESCUE (WITH A VEHICLE INSURANCE POLICY) TERMS AND CONDITIONS

About AMI ROADSIDE RESCUE

1. AMI ROADSIDE RESCUE ('**ROADSIDE RESCUE**') can be purchased by all AMI CUSTOMERS with an AMI Vehicle insurance policy.
2. ROADSIDE RESCUE is included as a policy option on your AMI Vehicle insurance policy and is applied to the eligible AMI insured VEHICLE specified at the time you purchase ROADSIDE RESCUE.
3. Cover provided under ROADSIDE RESCUE is for the same period as your AMI Vehicle insurance policy commencing on the inception date of your insurance policy.
4. ROADSIDE RESCUE applies to the specified AMI insured VEHICLE covered by the AMI Vehicle insurance policy and covers any person driving the specified VEHICLE.
5. ROADSIDE RESCUE may be transferred to another eligible VEHICLE covered by an AMI Vehicle insurance policy.
6. ROADSIDE RESCUE is provided by First Rescue New Zealand Limited, a wholly owned subsidiary of IAG New Zealand Limited and its authorised third parties.

In these Terms and Conditions:

"**CUSTOMER**" means the main named driver noted (unless otherwise agreed) on the relevant AMI Vehicle insurance policy driving either the specified AMI insured VEHICLE or any other VEHICLE and any driver of the specified AMI insured VEHICLE covered by the AMI Vehicle insurance policy that includes ROADSIDE RESCUE cover.

"**VEHICLE**" means a motorised and roadworthy vehicle 3.5 tonnes GLW or less, which can be legally used on New Zealand public roads.

Stand down period

Unless the immediate cover membership option is paid for, a 24-hour stand down period applies to ROADSIDE RESCUE cover. The ROADSIDE RESCUE Service will not be provided during the first 24 hours of your insurance policy commencing and/or the date of activation of your membership.

ROADSIDE RESCUE Service Entitlements

7. With ROADSIDE RESCUE, the CUSTOMER will receive assistance from AMI for:
 - Towing
 - Jump starting and flat battery
 - Minor roadside repairs
 - Motorist technical advice
 - Delivery of emergency fuel
 - Flat tyres
 - Key lockout service
 - Other Roadside Rescue Services such as arranging a windscreen/glass referral or an emergency taxi or contacting family members, friends, or business associates to notify them of possible delays.
8. AMI's provider will assist the CUSTOMER subject to the following conditions and exclusions:
 - 8.1 **Coverage** – the CUSTOMER or anyone else driving the AMI insured VEHICLE covered by the AMI Vehicle insurance policy; or the CUSTOMER driving any other VEHICLE.
 - 8.2 **Unlimited callouts** – unlimited callouts in any policy year.

- 8.3 **Mechanical breakdown** – AMI will dispatch a provider to tow/transport the VEHICLE to the nearest AMI approved repairer or safe location. If the owner/driver elects to have the VEHICLE towed/transported to a place of his/her own nomination and this distance is greater than would have been to AMI's preferred repairer or safe location, the additional charge for the excess kilometres will be at the cost of the owner/driver of the transported VEHICLE. If a second tow is requested following storage at the approved repairer or place of safety, this cost will be the owner/driver responsibility.
- 8.4 **Taxi** - provision of a taxi (50kms radius or \$80 inclusive of GST) where the VEHICLE is non-operational due to a mechanical defect.
- 8.5 **Towing to safety** – transportation of a VEHICLE that is immobilised or not safe to drive to the nearest AMI approved repairer or place of safety. The VEHICLE must be 3.5 tonnes GLW or less and on a legal road or on a property that AMI's provider is authorised to access and can do so safely with a two-wheel drive towing vehicle.
- 8.6 **Towed Vehicles** – If the CUSTOMER is towing a boat, trailer or caravan when the VEHICLE broke down these will also be towed/transported to the nearest AMI approved repairer or place of safety.
- 8.7 **Jump starting and battery**– AMI's provider will jump start the VEHICLE. If the VEHICLE cannot be jump started due to the battery requiring replacement, the VEHICLE will be referred or transported to the nearest approved repairer. Where required, AMI's provider will arrange for the supply and fitment of a new battery to effect mobilisation (if the CUSTOMER'S preferred supplier is not open or in close proximity). All costs relating to the battery will be charged to the CUSTOMER directly by AMI's provider.
- 8.8 **Minor roadside repairs** –AMI's provider 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 the nearest service provider. Costs for any parts required are the CUSTOMER'S responsibility.
- 8.9 **Motorist technical advice** –technical and mechanical advice 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 the 0800 800 802 helpline.
- 8.10 **Windscreen/glass referral** - AMI will refer the owner/driver to the nearest approved repairer or automotive glass specialist repairer. Any repairs undertaken will be at the CUSTOMER'S cost or paid in accordance with your AMI Vehicle insurance policy (as applicable).
- 8.11 **Delivery of emergency fuel** – AMI will arrange delivery of up to five (5) litres of fuel (petrol or diesel) or transport the VEHICLE to the nearest filling station. This benefit has a maximum use of 3 times per 12-month period.
- 8.12 **Out of charge (EV)** – AMI will send out a transportation provider to transport/tow the VEHICLE to the closest charging station, the nearest AMI approved repairer or place of safety.
- 8.13 **Flat tyres and fitting of a spare type** – AMI will dispatch a provider to inflate a flat tyre (where possible) or fit the VEHICLE'S spare tyre if the CUSTOMER has a flat or damaged tyre, provided that the spare tyre is suitable for use with the VEHICLE. If it is possible, and safe to do so, the service provider may be able to repair the damaged tyre on the roadside. If the VEHICLE has no spare, AMI will pay for a provider to transport

the VEHICLE to the nearest AMI approved repairer or safe location.

- 8.14 **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 CUSTOMER. A limit of \$200.00 (inc. GST) applies to this benefit. Any repair or replacement costs are payable by the CUSTOMER at the time the service is performed. This includes key cutting and replacement keys and locks, loss, or damage to VEHICLE, as a result of recovering the keys from the VEHICLE at the CUSTOMER'S request.
- 8.15 Friends and Family Contact Service – when a breakdown occurs, AMI can connect your call to family members, friends, or business associates to notify them of any possible delays.

Policy Changes

9. Where the AMI Vehicle insurance policy containing ROADSIDE RESCUE is changed to a policy that does not qualify for ROADSIDE RESCUE cover, then this cover will be removed. A pro-rata refund will be provided.

Request for Assistance

10. All requests for assistance under the ROADSIDE RESCUE cover are to be made by phoning the ROADSIDE RESCUE helpline: 0800 800 802. The CUSTOMER must be able to produce a form of identification acceptable to AMI, such as a driver's licence, when the callout is attended.
11. In case of assistance, the CUSTOMER will supply the provider with the following information:
- 11.1 Your name, and the registration number of the VEHICLE.
- 11.2 Your location and if possible, a telephone number where you can be contacted.
- 11.3 Brief description of emergency and nature of help required.
12. The CUSTOMER needs to wait with the VEHICLE after contacting AMI at the site of the breakdown for assistance to be provided.

Exclusions from ROADSIDE RESCUE

13. ROADSIDE RESCUE will not be provided where:
- 13.1 the VEHICLE has been modified for racing, trials or rallying or any claim for service has arisen in respect of, or through participation in, such activities; or
- 13.2 the VEHICLE is carrying more passengers or towing a greater weight than it was designed for as stated in the manufacturer's specifications; or
- 13.3 the VEHICLE is a taxi, rental or hire vehicle, or a commercial vehicle or light truck; or
- 13.4 the VEHICLE is being used in an improper, unauthorised, reckless, or negligent way; or
- 13.5 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 (whether war be declared or not), 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; or
- 13.6 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; or

- 13.7 the VEHICLE is not registered and licensed for use on public New Zealand roads; or
- 13.8 the VEHICLE has suffered any mechanical breakdown due to driver related damage or misuse of the VEHICLE; or
- 13.9 the breakdown has resulted from, or was connected with the VEHICLE manufacturer's recall; or
- 13.10 the breakdown has resulted from unauthorised repairs or from faulty workmanship; or
- 13.11 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; or
- 13.12 the VEHICLE cannot be accessed by a two-wheel drive vehicle; or
- 13.13 the VEHICLE is not in a roadworthy condition; or
- 13.14 the VEHICLE exceeds 3.5 tonnes GLW; or
- 13.15 the VEHICLE was involved in an accident or collision; or
- 13.16 the VEHICLE cannot be accessed due to extreme conditions; or
- 13.17 the VEHICLE has been left unattended; or
- 13.18 the VEHICLE requires specialised salvage equipment; or
- 13.19 the VEHICLE is disabled by floods, snow affected roads, or is not accessible due to other adverse road or weather-related conditions; or
- 13.20 the VEHICLE is bogged/trapped in off road conditions, and not accessible by normal two-wheel drive recovery vehicle; or
- 13.21 the VEHICLE is located off designated legal roads (other than private residence that AMI's provider is authorised to access), and not accessible safely by normal two-wheel drive recovery vehicles; or
- 13.22 the VEHICLE is not displaying a current motor vehicle registration certificate and warrant of fitness; or
- 13.23 costs relating to parts, labour, or any associated costs for the repair of the VEHICLE outside of the benefits listed shall be at the owner/driver's expense.

Cancellation of your ROADSIDE RESCUE

14. Notwithstanding any terms of the AMI Vehicle insurance policy, AMI may cancel your ROADSIDE RESCUE at any time with immediate effect by providing you with written notice of cancellation.
15. You may cancel your ROADSIDE RESCUE at any time, by notifying AMI that you wish to cancel the ROADSIDE RESCUE cover.
16. Your ROADSIDE RESCUE will be cancelled if:
- 16.1 your policy is cancelled by either you or AMI.
- 16.2 your policy is cancelled due to a total loss claim.
- 16.3 you change to an ineligible policy class.
17. A full refund will only apply if ROADSIDE RESCUE is cancelled within 15 days of the date that you purchased ROADSIDE RESCUE cover from AMI.
18. A pro rata refund will apply for the months remaining, if ROADSIDE RESCUE is cancelled at any other time, for the reasons stipulated in clauses 14, 15 or 16.
19. Your ROADSIDE RESCUE will automatically cancel on the same date that your AMI Vehicle insurance policy lapses or is cancelled.

Liability of AMI

20. 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 the ROADSIDE RESCUE services.

21. Without limiting clause 20 above, to the maximum extent permitted by law AMI will not be liable to you under the law of tort, contract or otherwise for:
 - 21.1 any damage to the VEHICLE or theft of objects and accessories which are left in or outside the VEHICLE;
 - 21.2 any exemplary, special, indirect, or consequential damages or losses (including, but not limited to, loss of profits).
22. Without limiting clause 20 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 ROADSIDE RESCUE.

Your personal information

23. By purchasing ROADSIDE RESCUE from AMI, you authorise AMI to share your personal information with the provider(s) of ROADSIDE RESCUE engaged by AMI from time to time for the purposes of providing the services under ROADSIDE RESCUE and in accordance with AMI's Privacy Policy <https://www.ami.co.nz/about/privacypolicy>.
24. The vehicle assistance helpline operators may record telephone calls with the CUSTOMER. By purchasing ROADSIDE RESCUE you authorise those operators to share those telephone recordings with AMI for any purposes relating to:
 - 24.1 Your insurance with AMI; and
 - 24.2 Training and quality assurance.
25. 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.