

Here are the details of your Contents Insurance Policy



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As part of our commitment to you, this document meets the WriteMark Plus Plain Language Standard. The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language. The WriteMark Plus shows that we have also user-tested the document with real readers.

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 read it carefully and keep it in a safe place.

How to contact us

Go to <u>aainsurance.co.nz/contact</u>

Or, if you would prefer to phone us:

- For sales, service and general queries, call us on **0800 500 213**
- For claims queries, call us on **0800 500 216**

We're here to get things sorted. 0800 500 213 aainsurance.co.nz

The documents that make up your insurance contract

Your insurance contract consists of this policy document and your most recent *policy schedule*.

Your policy document and *policy schedule* are designed to be read together.



This policy document Yo

Your policy schedule Insurance contract

When read together, your *policy schedule* and policy document outline your cover, which is the insurance we agree to provide you. This cover is governed by the limits, terms and conditions set out within this policy document and your *policy schedule*.

Your *policy schedule* takes priority if the information in this policy document and your *policy schedule* is different.

We agree to provide cover as long as you have paid your premium.

Your policy document

This policy document explains your insurance cover, the benefits you'll receive, your responsibilities and how to make a claim.

Please read this policy document carefully to ensure that you understand the information within it. You can access this policy document on our website at any time or you can contact us to request a copy.

Please contact us if you have any questions or need more information about this policy document.

Your policy schedule

Your *policy schedule* is sent to you when you first take out this policy, at each renewal, and if you make any changes to your policy.

Your *policy schedule* contains important information related to this policy document, including who's insured, your cover type, your *sum insured* and excesses.

Please contact us if you have any questions or need to request a copy of your most recent *policy schedule*.

This policy has standard and optional benefits

Your policy has standard benefits. These benefits are automatically included in your insurance cover.

Your policy also has optional benefits. To receive these benefits, you have to choose them and you will need to pay an additional premium. Optional benefits will appear on your *policy schedule*.

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

We provide you with a 21-day cooling-off period if you change your mind. You can cancel your policy within 21 days from the day your policy started, as long as you have not made a claim.

If you choose to cancel your policy within this period, we will cancel your policy back to the policy start date and refund you the full amount of any premium paid. The cooling-off period does not apply if you renew your policy.

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 unhappy with one of our policies, our service or a decision on your claim, please tell us. Often a quick conversation can help sort things out.

If we can't reach a resolution, please let us know. We can explain our complaints procedure to you, and we have a Customer Resolution Service to help you if needed.

Headings and defined words in 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 in italics have specific definitions

Some words in this policy document are in italics. These words have specific meanings. We have explained them in the <u>'Definitions'</u> section at the end of this policy document on page 16.

The meaning of other common words in your policy document

We use some common words throughout this policy document. The meanings of these words are explained below.

'We', 'us' or 'our'

When we say 'we', 'us', or 'our', we mean AA Insurance Limited.

'You' or 'your'

When we say 'you' or 'your', we mean the people listed as 'Who's insured' on your *policy schedule*.

Where a trust is listed as 'Who's insured', the claims and other conditions set out in this policy apply to each trustee and to any other people who represent the trust in relation to the policy and any claim.

Where a company is listed as 'Who's insured', the claims and other conditions set out in this policy apply to the company's directors and to any other people who represent the company in relation to the policy and any claim.

What you are covered for

We will insure you for *loss* during the *period of insurance* to your contents while they are:

- in and around your *home*
- temporarily removed from your *home* within New Zealand.

What the words 'your contents' mean

When we say 'your contents', we mean the tangible items in your care, custody or control, and for which you are legally responsible. Your contents do not include any item for which you have not yet taken physical possession.

Your contents must belong to, or be hired by, you or a *family member*, and be normally kept in and around your *home*.

Your contents include

Your contents include the following items:

Personal items

Include:

- \checkmark household goods and personal property
- ✓ clothing, footwear and cosmetics
- ✓ jewellery and watches, up to the <u>'Adjustable event limit'</u> on page 5
- ✓ hearing aids and spectacles
- \checkmark wheelchairs and mobility scooters

Do not include:

- 🗶 prohibited items
- artificial body parts, surgical implants, or attachments that are permanently fitted to you or to any animal

Electronic items

Include:

- ✓ computers, laptops, notebooks and tablets
- computer equipment including associated hardware and accessories
- ✓ purchased software in a physical format such as a CD for which you hold a licence
- ✓ telephones, including mobile phones
- \checkmark cameras, up to the <u>'Adjustable event limit'</u> on page 5
- ✓ video cameras, photocopiers and televisions

Do not include:

🗶 custom-written software or data

Homeware, furnishings and appliances

Include:

- $\checkmark\,$ furniture and furnishings
- 🗸 rugs, lamps, blinds and curtains
- ✓ works of art, up to the <u>'Adjustable event limit'</u> on page 5
- ✓ domestic appliances not permanently plumbed into or wired into your *home*

Do not include:

🗶 carpets and fixed floor coverings

Professional tools and equipment

Include:

✓ business tools and professional equipment, up to the <u>'Adjustable event limit'</u> on page 5

Do not include:

stock, property or materials used for earning income, or in a business, other than those listed above

Recreational items

Include:

- \checkmark musical instruments and musical equipment
- ✓ sporting equipment (including golf carts) that may be kept securely at a professional sporting facility
- ✓ camping equipment, including tents
- canoes, kayaks, children's inflatables, surfboards, windsurfers, kiteboards, surf skis, wave skis and paddleboards

Do not include:

🗶 boats and watercraft, other than those listed above

Vouchers and cash

Include:

- ✓ cash, negotiable securities and vouchers, up to the <u>'Fixed event limit'</u> on page 5
- documents and certificates
- \checkmark bus, ferry or train tickets for travel within New Zealand

Do not include:

cheques, travellers cheques, lottery tickets, coupons, or tickets other than those listed above

Outdoor and landscaping items

Include:

- ✓ domestic tools and gardening tools
- ✓ lawn mowers and ride-on lawn mowers
- ✓ portable swimming pools, saunas and spa pools

Do not include:

- 🗶 lawns, plants, trees, shrubs, or hedges
- sheds, cabins, pergolas or any other type of outdoor structure whether portable or not
- 🗶 machinery used for farming purposes
- 🗶 animals of any kind
- 🗶 land, earth or fill

Motorised items and accessories

Include:

- ✓ children's motorcycles and trikes that are only used off road, up to the <u>'Fixed event limit'</u> on page 5
- ✓ quad bikes, all-terrain vehicles, dirt bikes and go-carts that are only used off road, up to the <u>'Fixed event limit'</u> on page 5
- ✓ remote-controlled models or toys
- ✓ drones, up to the <u>'Fixed event limit'</u> on page 5, so long as they are used within the Civil Aviation Authority of New Zealand rules
- vehicle or watercraft spare parts or spare accessories that are not in or attached to a vehicle or watercraft

Do not include:

- motor vehicles, motorcycles, tractors, or any other mechanically propelled vehicles, other than those listed as being included (the keys to, parts of and accessories in or attached to any of these items are also excluded)
- 🗶 trailers or caravans
- aircraft or aerial devices, including paragliders and parachutes, which are regulated by the Civil Aviation Authority of New Zealand, other than those listed above.

How you use your home

How you use your home affects your cover.

If your policy schedule shows 'Private use'

If your *policy schedule* shows your *home* is used for 'Private use', your contents are only covered when used for private or domestic purposes.

This policy does not cover your contents if your *home* is used for any activities in connection with a profession, occupation or business, other than for a home office.

If your policy schedule shows 'Business use'

If your *policy schedule* shows your *home* is used for 'Business use', your contents are covered when your *home* is used for the following:

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

Any *business tools and professional equipment* are subject to the <u>'Adjustable event limit'</u> on page 5.

What happens if your home is unoccupied

This section applies when your *home* is unoccupied for more than 60 consecutive days.

We consider your *home* unoccupied when you or a person you authorise are not living in your *home* as a residence.

If your policy schedule shows 'Owner occupied' or 'Tenanted'

If your *policy schedule* shows your contents are usually kept in your 'Owner occupied' or 'Tenanted' *home,* the additional 'Unoccupied excess' shown on your *policy schedule* applies. This excess will apply to any *loss* occurring on or after day 61.

If your policy schedule shows 'Holiday home'

If your *policy schedule* shows your contents are usually kept at your 'Holiday home', we will continue to provide cover when your holiday home is left unoccupied.

Limits on what we will pay

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

- the sum insured for your contents
- \$2 million for your <u>legal liability</u>
- the maximum you are entitled to under the standard benefit <u>'Temporary accommodation'</u> on page 8.

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

We limit cover for some contents

We provide limited cover for some categories of contents. We outline these items below.

If any of your contents items belong to these categories, the limit we show is the maximum amount we will pay for each category of items in any one *event*.

You must pay your excess towards each individual *event*, even if the items you are claiming for are limited.

Some contents have adjustable event limits

If any of your contents items belong to the categories below, you can adjust their event limits. The adjustable event limit is the highest amount we will pay for each category of items, for a single *event*. If we agree, you will need to pay an extra premium. The updated 'Adjustable event limit' will be shown on your *policy schedule*.

If you choose not to adjust the below event limits, the amounts listed below are the most we will pay for each individual *event*.

Category of contents	Adjustable event limit
Works of art	\$10,000
Jewellery, including watches	\$5,000
Bicycles, excluding accessories	\$5,000
All cameras, including lenses (excluding accessories)	\$5,000
Business tools and professiona	l equipment \$3,000

Some contents have fixed event limits

The limits below are the most we will pay for each individual *event*. These limits are fixed and cannot be changed.

Category of contents Fix	ed event limit
Drones, including their parts and access	ories \$5,000
Children's motorcycles and trikes that an only used off road	re \$5,000
Quad bikes, all-terrain vehicles, dirt bike go-carts that are only used off road	es and \$5,000
Unset precious or semi-precious gemstones or bullion	\$1,000
Cash, negotiable securities or vouchers	\$500

Making a claim

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

You must comply with all the following conditions

When you make a claim, there are specific conditions you must comply with.

What you must do immediately after an event

Immediately after an *event*, you 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 (other than in connection with the use of a *vehicle*) that has resulted in *bodily injury*.

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 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 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
- keep damaged property for our inspection, and allow us to inspect any building or other property where *loss* has occurred.

You must also provide us with the following:

- a detailed description of the lost, damaged or stolen items
- proof of ownership, which could include receipts, valuations, photos or financial statements
- any other information or evidence that we ask for.

What you must do to support the claims process

You must assist and 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 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.

You must let us take ownership of damaged and recovered items

You must let us take ownership of any claimed items that have been damaged, lost, or stolen and are recovered.

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 must give full and accurate information when making a claim

We rely on the accuracy of the information that you, or anyone on your behalf, give us. When making a claim, you must provide full and accurate information. You must also answer all questions we ask you honestly, correctly and completely.

You must answer our questions truthfully. We may refuse your claim if you provide any incorrect, incomplete or fraudulent information when you:

- make a claim
- answer any of our questions
- provide us with any information.

We may also end your policy and any other policy you have with us from the date you supplied false or misleading information or statements.

If we refuse your claim due to incorrect, incomplete or fraudulent information or statements, you must return any claim payments we have made to you.

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 pay the excesses that are payable under one policy. These will be the excesses payable under the policy with the highest total applicable 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 item
- Replacing your item
- Paying the market value
- Paying your claim as a total loss.

We will only pay to repair or replace items that have suffered *loss*. We will not pay for any decrease in value, or for the repair or replacement of any undamaged items to match part of a pair, set or collection.

Repairing your item

Where we consider your item is repairable, we will settle your claim in the following ways:

- repairing your item using a supplier of our choice
- paying you the amount our supplier would have charged us.

Replacing your item

Where we consider that your item is not repairable and a suitable *nearest equivalent item* is available, we will settle your claim in the following ways:

- replacing your item with the nearest equivalent item
- paying you with cash, a voucher or a store credit for the *replacement value* of the item.

Paying the market value

Where we consider that your item is not repairable and there is *no nearest equivalent item* available, we will pay you what we determine as the *market value*. We will pay you with cash, a voucher or a store credit.

All clothing, footwear and cosmetics will always be paid at the *market value*.

Paying your claim as a total loss

We can choose to settle your claim as a total loss if the total value of your contents claimed is more than the *sum insured*.

What happens if your claim is a total loss

If we have chosen to settle your claim as a total loss, we will pay you the *sum insured* in any of the following ways:

- replacing your items with the *nearest equivalent items*
- paying you the *replacement value* with cash, vouchers or store credits.

Where we consider that no *nearest equivalent item* is available, we will pay you the *market value* for that item. How we will pay you is outlined in the section <u>'Paying</u> <u>the market value'</u> on page 7.

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 entire *period of insurance* shown on your *policy schedule* 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* and you will not be able to claim on any subsequent *event*. You will not receive any refund of your premium.

Standard benefits – cover automatically included

Your cover automatically includes the following benefits. Your excess will be deducted from any benefit limits unless otherwise stated. These benefits provide additional cover to what is included in <u>'What you are</u> <u>covered for'</u> on page 3.

These benefits are subject to the limits, terms and conditions outlined in this policy document and your *policy schedule.*

Temporary accommodation

We will pay the reasonable costs of temporary accommodation for you, any *family member*, and your *domestic pets* if your *home* becomes *uninhabitable* due to any of the following:

- loss covered by this policy
- loss to your home during the period of insurance.

We will also pay the reasonable cost of temporary accommodation if, during the *period of insurance*, government or local authorities prevent you from accessing your *home*. This payment will be available to you even if your *home* is otherwise safe and sanitary.

This benefit includes the reasonable cost of removing and returning your contents from storage or temporary accommodation.

Owner occupied homes

This section applies if your *policy schedule* shows your contents are kept in an 'Owner occupied' *home.*

The most we will pay for any one *event* is \$20,000 up to a period of 12 months.

In the *event* of an earthquake or tsunami covered by this policy, we may at our sole discretion pay up to \$40,000 and extend the 12-month limit.

We will only pay these costs until any of the following occurs:

- your *home* has been repaired, rebuilt, or is habitable again
- you move into another home you own
- we settle your claim.

Tenanted homes

This section applies if your *policy schedule* shows your contents are kept in a 'Tenanted' *home.*

The most we will pay for any one *event* is any increase above the rent you were previously paying, up to a period of four weeks.

We will only pay these costs until any of the following occur:

- your *home* has been repaired, rebuilt, or is habitable again
- you move into another rental property
- we settle your claim.

What you are not covered for under temporary accommodation

You are not covered under this benefit if any of the following apply:

- you are entitled to temporary accommodation under any other policy
- your *policy schedule* shows your contents are kept in a 'Holiday home'
- the *loss* is to land only.

What happens if you are already receiving temporary accommodation

This section applies if you are already receiving temporary accommodation and another *event* occurs.

The most we will pay for all claims or *events* combined is the amount you are entitled to under 'Owner occupied homes' or 'Tenanted homes'.

If you, or any *family member* have a 'Temporary accommodation' benefit with us under any other policy, we will only pay this benefit under one policy per *event*.

Contribution for hidden water damage

We will contribute a maximum of \$2,000 towards damage to your contents caused by rot, mould, mildew or deterioration that isn't immediately visible.

The damage must result from a hidden ongoing leak or overflow of any of the following items:

- water pipes forming part of a heating, water reticulation or plumbing system
- water storage tanks
- waste disposals.

You are only covered under this benefit if all the following apply:

- the damage occurred during the *period of insurance*
- the damage was not visible, noticeable or obvious
- you could not have discovered the damage immediately
- the water pipe, water storage tank or waste disposal is permanently connected or contained within your *home's* walls, cupboards, floors, ceiling or roof.

You are not covered under this benefit for damage caused by any of the following:

- gutters that are leaking or overflowing
- appliances leaking internally.

You are also not covered under this benefit for any damage to the water pipe, water storage tank or waste disposal.

Children living at an educational institution

Your contents are covered when in your children or dependant's possession while they are temporarily living in accommodation provided by a primary, secondary, or tertiary educational institution.

Spoiled food

We will pay up to \$1,000 for any one *event* where food is spoiled as a result of any of the following:

- your refrigerator or freezer stopping or breaking down
- a power surge
- the power supply being accidentally disconnected.

Your excess will not apply for spoiled food claims, provided there is no *loss* to any other item of your contents.

You are not covered for food that has been kept in connection with a business.

Moving to a new home

If you move to a new *home*, we will cover your contents at both addresses for 21 days from when you start moving.

Your cover while you are moving to a new home

While in *transit* to your new *home*, your contents are covered for *loss* caused by, arising from or involving any of the following:

- fire
- natural disaster
- burglary from the vehicle used to move your contents
- a collision or overturning of the *vehicle* used to move your contents.

Contents in storage

Your contents are covered while they are kept in a commercial storage facility that is operated by a commercial storage company.

We only cover *loss* caused by any of the following:

- fire, explosion or lightning
- storm or *flood*
- natural disaster
- burglary
- malicious damage or vandalism
- water or oil escaping from, or freezing in, a tank, pipe, water or heating system
- impact by *vehicle*, aircraft, falling trees or branches.

You must contact us if your contents are kept in storage away from your *home*, but not in a facility operated by a commercial storage company.

Family members in a rest home

Your contents are covered when in your or a *family member's* possession while residing away from your *home* at a rest home or professional care facility.

The most we will pay is \$10,000 per person for any one *event*.

We will only pay for *theft* if forced entry has occurred.

Optional benefits – cover you may have chosen

You can choose to include the following benefits if you pay an additional premium. If you have chosen to include any of the following benefits, they will be shown on your *policy schedule*.

These benefits are subject to the limits, terms and conditions outlined in this policy document and your *policy schedule.*

Excess-free hearing aid cover

You do not have to pay an excess for claims for *loss* to your hearing aids, as long as there is no *loss* to any other item of contents.

\$100 excess on eyewear

You will pay a reduced excess of \$100 for claims for *loss* to your eyewear, as long as there is no *loss* to any other item of contents.

Eyewear includes spectacles, sunglasses, or contact lenses.

Your legal liability

The most we will pay for legal liability is a total of \$2 million for any one *event*.

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

Property damage

We will pay up to \$2 million for your legal liability for damage to other people's physical property arising from an *event* in New Zealand 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 during the *period of insurance*.

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

Additional liability cover

We will also cover legal liability under 'Property damage' and 'Bodily injury' where cover is provided under any of the following standard benefits on page 9:

- <u>'Children living at an educational institution'</u>
- 'Family members in a rest home'.

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
- legal costs incurred by any other party that you agree to or are ordered to pay
- legal liability assumed by agreement, unless you would have been liable anyway or are ordered to pay.

We do not cover any liability caused by, arising from, or involving any of the following:

- *loss* to property belonging to you or in your care, custody or control
- the ownership or possession of any animals other than *domestic pets*
- the ownership, possession or use of any prohibited items
- the ownership, possession, or use of any *vehicle*, trailer, aircraft or watercraft, other than those listed under <u>'What you are covered for</u>' on page 3
- *drones* that are not used within the Civil Aviation Authority of New Zealand rules
- the ownership of land or buildings
- any profession, employment or business.

We also do not cover the exclusions found under <u>'What you are not covered for'</u> from page 11.

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 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, by any of the following people:

- you or anyone living with you
- any *guest* in your *home*.

However, we will not apply this exclusion if the *loss* is as a result of fire (including an explosion) that a *guest* causes.

We will also not apply this exclusion for *theft* by a *guest* in your *home*, so long as you take all reasonable precautions in inviting the *guest* into your *home*.

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, or corrosion
- rot, mould, mildew, fungi, or smoke damage that has happened gradually
- action of micro-organisms, particles or 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 or depreciation of your contents.

However, we will not apply this exclusion where cover is available under the standard benefit <u>'Contribution</u> <u>for hidden water damage'</u> on page 9.

Existing damage

This policy does not cover any *loss*, cost or liability arising from an *event* that happened before your policy started.

Expected damage

When you first purchase this policy, for the first 48 hours of your *period of insurance*, this policy will not cover any *loss*, cost or liability, directly or indirectly caused by, arising from or involving *natural disaster*, fire, storm or *flood*.

However, we will not apply this exclusion if this policy starts directly after a policy that covered the *loss* you have reported.

Cleaning or restoration

This policy does not cover any *loss*, cost or liability, directly or indirectly caused by, arising from, or involving cleaning and restoration, where inappropriate or unsuitable materials or methods are used.

Undamaged property

This policy does not cover any part of the *loss*, cost or liability associated with the cost to repair or replace any contents that were not damaged in the *event*.

This includes, but is not limited to:

- the cost of painting an undamaged area, set or part of your contents
- the cost of repairing or replacing an undamaged area, set or part of your contents
- *loss*, cost or liability arising because paint, features, fabrics or other parts of your contents cannot be matched.

Faulty workmanship

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

- poor, sub-standard, defective or faulty workmanship
- poor, sub-standard, defective or faulty design or manufacture
- any structural or inherent defect.

Contents removed from your home

This policy does not cover any *loss* caused to your contents while they are in *transit* to a new residence or stored away from the *insured address*.

This policy also does not cover any *loss* to contents permanently removed from your *home* or removed for exhibition or sale.

However, we will not apply this exclusion if any of the following contents items are removed from your *home*:

- any contents kept in a bank vault or bank safety deposit box
- sporting equipment and golf carts kept securely at a professional sporting facility.

We will also not apply this exclusion where cover is available under the following standard benefits on page 9:

- <u>'Moving to a new home'</u>
- <u>'Contents in storage'</u>
- <u>'Family members in a rest home'</u>
- <u>'Children living at an educational institution'</u>.

Vehicles used for racing

This policy does not cover *loss*, cost or liability, directly or indirectly caused by, arising from, or involving any *vehicle* we otherwise cover under this policy while being used or tested for racing of any kind. This exclusion includes pace-making, trials, tests, demonstrations or similar events.

Structural alterations

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

- lifting or moving your *home*
- water entering your *home* due to the removal of roofing material, exterior cladding, doors or windows
- structural additions or structural alterations to your *home*.

Non-compliance of your home

This policy does not cover *loss*, cost or liability, directly or indirectly caused by, arising from, or involving the non-compliance of your *home* with New Zealand laws, by-laws and regulations which apply to it.

Excesses and other insurance

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

This policy also 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.

Consequential loss or costs you incur

This policy does not cover any of the following:

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

This exclusion includes, but is not limited to, the following:

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

Mechanical or electrical breakdown

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

- failure of any mechanical, electrical or electronic parts
- any mechanical, electrical, or electronic failure or breakdown.

Removal or weakening of support to land or buildings

This policy does not cover the *loss*, cost or liability, directly or indirectly caused by, arising from, or involving the removal or weakening of support from either the land or buildings.

Vibration from or to land or buildings

This policy does not cover *loss*, cost or liability, directly or indirectly caused by, arising from, or involving vibration from or to either the land or buildings.

However, we will not apply this exclusion if the *loss* is caused by *natural disaster*.

Electronic data

This policy does not cover *loss*, cost or liability, directly or indirectly caused by, arising from, contributed to by, or in any way connected to any of the following:

- electronic data being damaged, distorted, deleted, corrupted, altered, misinterpreted, or misappropriated
- error in creating, amending, entering, deleting or using electronic data
- inability or failure to receive, send, access or use electronic data for any period of time
- any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any electronic data
- the value of any electronic data.

Cyber events

This policy does not cover *loss*, cost or liability, directly or indirectly caused by, arising from, contributed to by, or in any way connected to a *cyber act* or *cyber incident*. However, we will not apply this exclusion for any of the following:

- an *event* otherwise covered by this policy that causes a *cyber incident*
- *loss* resulting from an *event* otherwise covered by this policy that has been caused by a *cyber incident* or *cyber act.*

The Accident Compensation Act 2001

This policy does not cover any money that could be recovered from the Accident Compensation Corporation under the Accident Compensation Act 2001, future amendments to the Act, or any replacement Act.

This policy also does not cover any money that cannot be recovered from the Accident Compensation Corporation because of any of the following:

- a victim has not claimed what they are entitled to under the Act
- a victim has not claimed within the time required under the Act
- the Accident Compensation Corporation has decided to decline a claim or limit their liability to a victim.

Confiscation of your contents

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

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

Pollution or contamination

This policy does not cover any *loss*, cost or liability caused by, arising from, or involving pollution or contamination. This includes, but is not limited to, any contamination from asbestos, or by the use, consumption, storage or manufacture of illegal drugs.

Pests and pets

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

- insects, pests, vermin, rodents or possums
- scratching, chewing or tearing by your *domestic pets*.

Communicable disease

This policy does not cover any *loss*, cost, any other sum of any kind, or liability, directly or indirectly caused by, arising from, contributed to by, or in any way connected to any of the following:

- communicable disease
- the fear or threat of any communicable disease, whether it is actual or perceived
- actions by any person, entity or public authority to respond to, control, prevent or suppress communicable disease.

Any other sum of any kind also includes any increased or additional costs or expenses of a claim that is otherwise covered by this policy.

Communicable disease means any disease that can be transmitted by any substance or agent, directly or indirectly, from one organism to another, including any:

- virus, bacterium, parasite or any other organism
- any variation of the above, whether considered living or not.

Communicable disease also includes any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956, future amendments to the Act, or any replacement Act.

This exclusion applies, regardless of any other contributing cause or *event* that happens at the same time or some other time.

War, terrorism or nuclear incidents

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 or 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.

You must tell us if your circumstances change

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

- you, your partner, or any *family member* are convicted of any criminal offence
- you, your partner, or any *family member* have any insurance policy or claim avoided, declined, cancelled, not renewed, or have special terms imposed
- you change the address where your contents are normally kept or stored
- you change the nature of the occupancy or security of where your contents are normally kept
- you purchase anything that needs to have the 'Adjustable event limit' adjusted on your *policy schedule*, or you need to increase your value of cover
- your *home* will undergo any structural alterations or structural additions
- you change the use of your *home* or your profession, occupation or business, if run from your *home*.

What happens if your circumstances change

If your circumstances change, 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 such changes 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 your policy if you do not agree to the changes to 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

We rely on the accuracy of the information that you, or anyone on your behalf, give us. You must answer all questions we ask you honestly, correctly and completely.

If you give us any incorrect, incomplete or fraudulent information or statements, we may refuse your claim.

We may also end your policy and any other policy you have with us from the date you supplied false or misleading information or statements.

You must maintain and secure your contents

You must, at your cost and expense, maintain your contents in good repair, secure your contents, 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.

Cancelling your policy

This section discusses what happens if you choose, or if we choose, to cancel your policy.

If you choose to cancel your policy

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.

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.

How we administer your policy

This section gives you useful information about 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 policy that results in us charging an additional premium, and you don't pay this premium
- you do not pay the full amount of your premium.

If your premium remains unpaid

If your premium remains unpaid for 28 days, your policy will automatically be cancelled. You will not be sent 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

Below, we define the specific meanings of the words in italics throughout this policy document.

Bodily injury

The accidental bodily injury to another person including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

Burglary

Theft where items have been taken by force. This includes when there has been:

- forced entry to your *home*, a building or a *vehicle*
- theft of an item that had been secured
- threat of force against you.

Business tools and professional equipment

Professional equipment and tools used in connection with a profession, occupation or business, principally to earn income by you or any *family member*.

Business tools and professional equipment include equipment or tools that:

- have been purchased by a business or company, but that you own personally
- belong to or are hired by you or any family member
- are in your care, custody or control, and for which you are legally responsible.

Business tools and professional equipment do not include business stock or materials, or equipment owned by a company.

Computer system

Any of the following systems:

- computer, communications system, or any other electronic device
- hardware, software, server or cloud
- any microcontroller.

A computer system also includes any system, output or data storage device that is similar to those mentioned above.

Cyber act

One or more unauthorised, malicious or criminal acts involving accessing, using, processing, or operating of any *computer system*. This also includes any threat or hoax of these acts.

Cyber incident

Any of the following:

- one or more errors or omissions involving accessing, using, processing, or operating any *computer system*
- one or more occurrences when any *computer system* is partially or totally unavailable
- one or more failures to access, process, use or operate any *computer system*.

Domestic pets

A domestic animal that you own, that lives at your *home* and is kept for companionship, for example a cat, dog or bird.

Drones

Remotely piloted aircraft or unmanned aerial devices that do not require a licence to operate.

Event

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

Family member

Any spouse, relative, in-law or dependant who normally lives with you, and is not covered by a tenancy agreement elsewhere.

Flood

The inundation of land by water escaping from, or released from, the normal confines of the sea, any watercourse, reservoir, pond, dam, or lake. Flood also includes the runoff, accumulation, or pooling of water from these sources.

Guest

A person who enters your *home* with your consent, or with the consent of a person who lives at your *home*.

Home

The residential building, including residential flat or holiday home, that is:

- occupied by you
- used for residential purposes
- located within the residential boundaries at the insured address.

Insured address

The place where your contents are located. The insured address is shown on your *policy schedule.*

Loss

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

Market value

The value of the item in New Zealand that has an equivalent age and capability, with due allowance for age, wear, tear, depreciation, and prior maintenance. Market value is not the replacement or retail value of the item.

Natural disaster

Earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slowly moving natural landslip.

Nearest equivalent item

An item that is readily available in New Zealand with the same functions, characteristics and specifications.

The nearest equivalent item will not necessarily have the same brand, price, model or colour of the damaged or lost item.

We will not pay shipping or freight charges for items that are sourced outside New Zealand.

Period of insurance

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

Policy schedule

The most recent policy schedule we have sent you, which includes the following:

- who's insured
- your sum insured
- your event limits that you have adjusted
- your 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 and taxes
- any payment which is unlawful to insure against
- any legal defence costs or expenses in relation to an offence.

Replacement value

The retail price of the *nearest equivalent item* that would be charged to us by our supplier as if it were new at the time of the *event*. This amount may include any discount to us from our suppliers.

Sum insured

The 'Contents sum insured' shown on your *policy schedule.* This is the amount determined when your policy begins and at each renewal.

You can discuss the value with us at any time. By paying your premium, you have accepted the sum insured.

Theft

Any instance where another person has taken your contents without permission and without intending to return it.

Theft does not include an item that has been removed with permission by a *family member*.

Transit

Your contents are considered in transit from the time the *vehicle* moving your contents leaves your current address, until it is stationary at your new address.

Uninhabitable

Your *home* is determined as no longer a safe or sanitary place to live by government or local authorities, or by us, due to physical damage to your *home*. It does not mean an unwillingness by you to remain in an otherwise safe and sanitary *home*.

Vehicle

Any type of machine on wheels or caterpillar tracks that is made to be, or intended to be, propelled solely by its own power, as well as anything towed by the machine.

Works of art

Pictures, paintings, prints, sculptures, ornaments, tapestries, hand woven mats or rugs.

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.

Limited Contents Insurance

Cover to protect your contents against burglary, fire, storm, flood or natural disaster.

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**

