



Here are the details of your

# Home Insurance Policy



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# 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 will 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 [aainsurance.co.nz/contact](https://aainsurance.co.nz/contact)

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**.



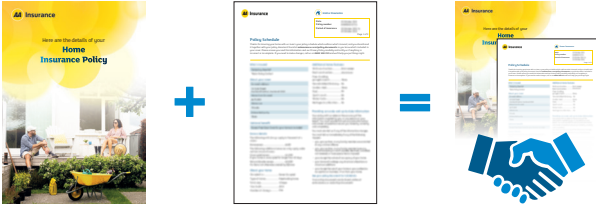
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We're here to  
get things sorted.  
**0800 500 213**  
[aainsurance.co.nz](https://aainsurance.co.nz)

# 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    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 starts, 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 or if you have sold your home.

## 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 'Definitions' 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 your home for *loss* at the *insured address* during the *period of insurance*.

## What the words 'your home' mean

When we say 'your home' we mean the residential building, including residential flat or holiday home, which is owned by you, used for residential purposes and located within the *residential boundaries* at the *insured address*.

## Your home includes

Your home includes the following:

### Buildings and structures

Include:

- ✓ residential buildings, including sleep-outs
- ✓ aerials, satellite dishes and solar panels that are attached to your home
- ✓ outbuildings such as sheds, garages, carports, greenhouses, and pergolas

Do not include:

- ✗ temporary structures
- ✗ wells and bore holes including their pumps, linings, casings and any other fixed components
- ✗ boat ramps, wharves, jetties, landings, pontoons, piers, water-based structures, breakwaters and sea walls, flood walls and levees
- ✗ culverts, dams and bridges

### Fixtures and appliances

Include:

- ✓ carpets and fixed floor coverings
- ✓ internal or external appliances or fixtures that are permanently built-in, permanently attached, permanently plumbed into or wired into the building

Do not include:

- ✗ furniture and furnishings, rugs, blinds, curtains and other contents

## Outdoor areas

Include:

- ✓ fixed clotheslines, exterior blinds and awnings
- ✓ free-standing garden walls
- ✓ decks, verandahs, balconies and patios
- ✓ built-in barbecues
- ✓ fixed or built-in swimming pools, spa pools, saunas, and their systems

Do not include:

- ✗ *retaining walls*, unless cover is provided under the standard benefit 'Retaining walls' on page 9
- ✗ any neighbouring property owner's share in any private road, lane, right-of-way, access way, walls, *retaining walls*, fences, gates, pipes, cables or driveways where those things are jointly owned by you and other property owners
- ✗ lawns, trees, plants, hedges or shrubs
- ✗ land, earth or fill

## Fences, driveways and facilities

Include:

- ✓ fences, gates and letter boxes
- ✓ paths, paving, driveways, sports courts constructed of a permanent material such as concrete or tarseal, or of permanently set stone, brick or pavers
- ✓ fixed water tanks, septic tanks, and their systems
- ✓ drains, pipes, gas lines, cables and poles for which you are legally responsible
- ✓ any private road, lane, right-of-way or access way constructed of a permanent material (including associated guttering, drains, piping, cables, and lighting) providing access to a driveway you own or share with other residential property owners, and for which you are legally responsible

Do not include:

- ✗ paths, paving and driveways constructed of temporary or semi-permanent materials such as gravel.

## 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 home is only covered when used for private or domestic purposes.

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

### If your policy schedule shows 'Business use'

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

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

## 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'

If your *policy schedule* shows your home is 'Owner occupied', 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 home is a '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 *reinstatement cost* to repair or replace your home for 'Replacement cover' or the *sum insured* for 'Sum insured cover' or 'Indemnity cover'
- \$2 million for your legal liability
- the maximum you are entitled to under the standard benefit 'Temporary accommodation' on page 8.

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

## 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.

#### 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.

#### 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 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 of 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 *insured address*, 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:

- Replacement cover
- Sum insured cover
- Indemnity cover.

We will only pay to repair, rebuild or replace portions of your home that have suffered *loss*.

We will not pay for costs that are not directly and necessarily incurred in repairing, rebuilding or replacing the damaged portion of your home. We will also not pay for any costs incurred in relation to undamaged portions of your home.

## Replacement cover

We will choose to settle your claim using this option if the *loss* is caused by any *event* other than *natural hazard*.

Before the *loss*, you must take the steps a reasonable person would take to provide us with all the following:

- an accurate *sum insured*
- the accurate size of your home.

If you do not take the above steps, we will settle your claim under 'Sum insured cover'.

If we choose to settle your claim under 'Replacement cover', we will settle your claim in the following ways:

- repair, rebuild or replace the damaged portion of your home to the *reinstatement condition*
- pay the *reinstatement cost* to repair, rebuild or replace the damaged portion of your home to the *reinstatement condition*.

We will settle your claim under 'Indemnity cover' if any of the following occur:

- we have been unable to agree on the *reinstatement cost* with you within 12 months of the date of the *loss*
- you will not be repairing, rebuilding or replacing the damaged portion of your home.

## Sum insured cover

If we choose this option, we will settle your claim in the following ways:

- repair, rebuild or replace the damaged portion of your home to the *reinstatement condition*
- pay up to the *reinstatement cost* or the *sum insured*, whichever is the lowest value, to repair, rebuild or replace the damaged portion of your home to the *reinstatement condition*.

If your claim is settled under this option, the amount we pay, including any amount under 'Demolition and debris' and 'Related costs', will be limited to the *reinstatement cost* or the *sum insured*, whichever is the lowest value.

We will settle your claim under 'Indemnity cover' if any of the following occur:

- we have been unable to agree on the *reinstatement cost* with you within 12 months of the date of the *loss*
- you will not be repairing, rebuilding or replacing the damaged portion of your home.

## Indemnity cover

We may choose to settle your claim using this option if any of the following occur:

- we have been unable to agree on the *reinstatement cost* with you within 12 months of the date of the *loss*
- you will not be repairing, rebuilding or replacing the damaged portion of your home.

If your claim is settled under this option, we will pay the *indemnity value* or the *sum insured* of the *loss*, whichever is the lowest value.

We will not pay for 'Demolition and debris' or 'Related costs' if your claim is settled under 'Indemnity cover'.

## Other costs we may pay when we settle your claim

This section explains the other costs we may pay if your claim is settled under 'Replacement cover' or 'Sum insured cover'.

### Demolition and debris

We will pay for the following reasonable costs you incur, as long as you get our consent first:

- the demolition and removal of debris that once formed part of your home
- removing fallen branches or trees that have damaged your home.

## Related costs

We will include the reasonable costs of any of the following, so the damaged portion of your home can be repaired, rebuilt or replaced:

- the cost to locate the cause of the damage, which includes the reasonable cost to repair damage caused by this process
- architects, designers, surveyors and any other professionals we agree are required
- legal and council fees.

We will also pay for the cost of compliance with the government or local authority by-laws or regulations, provided that both of the following apply:

- your home complied with all requirements in place at the time that it was built, and at the time of any alterations, or had subsequently been certified as being compliant
- you had not received notice of non-compliance before the date of the *loss*.

We will not pay for any of the following:

- costs that are incurred without our consent
- costs that are incurred in relation to undamaged portions of your home.

## Paying your claim as a total loss

This section explains how your claim may be determined as a total loss, and what will happen if your claim is settled as a total loss.

### Determining your claim as a total loss under 'Replacement cover'

If your claim is being settled under 'Replacement cover', we may choose to determine your claim as a total loss if the cost of repairing your home is more than the cost of demolishing and rebuilding your home.

### Determining your claim as a total loss under 'Sum insured cover'

If your claim is being settled under 'Sum insured cover', we may choose to determine your claim as a total loss if the *reinstatement cost* is more than the *sum insured*.

### Determining your claim as a total loss under 'Indemnity cover'

If your claim is being settled under 'Indemnity cover', we may choose to determine your claim as a total loss if the cost of repairing your home is more than the cost of rebuilding your home.

## What happens if your claim is a total loss

If we have chosen to settle your claim as a total loss, we will choose to settle your claim under any of the following sections on page 6:

- 'Replacement cover'
- 'Sum insured cover'
- 'Indemnity cover'.

## 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.

## How we reinstate your cover after a loss

If your home suffers *loss* covered by this policy, the amount of cover available for future claims will be reduced by the amount you have been paid for your claim.

Once your home is reinstated to the same condition it was before the *loss*, and you have paid any additional premium that we may charge, the amount of cover will be restored.

We will not reinstate your cover if your claim is a total loss under this policy.

# 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 [‘What you are covered for’](#) 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* covered by the Natural Hazards Commission Toka Tū Ake (NHC).

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.

The most we will pay for any one *event* is \$40,000.

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 home you own
- 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 home is insured as 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 this benefit.

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*.

## Natural hazard cover

The premium you pay for this policy includes an amount for ‘natural hazard insurance’ which is provided by the Natural Hazards Commission Toka Tū Ake (NHC). This ‘natural hazard insurance’ is called NHCover.

If you need to make a claim under NHCover, we will pay the difference between the amount you are entitled to be paid by the NHC (before the deduction of the NHCover excess), and the amount we would have paid if the *loss* had been covered in full by this policy.

We will only cover you under this benefit if all the following occur:

- your home suffers *loss* caused by a *natural hazard*
- the NHC accepts your claim for the *loss*
- you have been paid the NHC’s full liability in relation to your claim for the *loss*
- the cost to repair or rebuild the portion of your home that has suffered *loss* is higher than the amount of your cover under NHCover.

We will also pay for *loss* to your home caused by *natural hazard* that the NHC does not cover because the damaged property is exempt property under NHCover. An additional excess applies to these claims. We show this excess on your *policy schedule*.

We do not cover any *loss* that the NHC has determined to be imminent damage.

We also do not cover any excess payable to the NHC.

## Retaining walls

We will pay up to \$50,000 for *loss* to *retaining walls* arising from an *event*. This includes your share in *retaining walls* that are jointly owned by you and other property owners.

Any costs related to the repair or rebuild of the *retaining walls* are also covered under this benefit.

You are not covered under this benefit for any incomplete *retaining walls*, or any *retaining walls* that do not have the appropriate local authority consent.

If your claim is a result of a *natural hazard*, the limit for ‘Retaining walls’ will be in addition to any payments you receive from the Natural Hazards Commission Toka Tū Ake (NHC). Please refer to the standard benefit [‘Natural hazard cover’](#) for more information about how your *retaining walls* will be covered in the event of a *natural hazard*.

## Contribution for hidden water damage

We will contribute a maximum of \$5,000 towards damage to your home 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.

## Keys and locks

We will pay to replace keys or locks, or change key codes, if the security of your home is at risk following a burglary, theft, loss of, or the unauthorised duplication of your keys.

## New building work

We will pay up to \$75,000 during the *period of insurance* for *loss* to new building work.

New building work includes:

- work being undertaken to alter existing fittings or features in your home
- decks or patios, except where alterations have been made to an external wall of your home
- any building materials at the *insured address* that are owned by you and intended to be used for part of the alterations.

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

- new building work where the expected value of the completed work or the cost that an independent professional would charge, including materials, is more than \$75,000 including Goods and Services Tax (GST)
- any new separate structure being built
- alterations that involve excavation of more than 1 metre deep
- alterations that involve any work on load-bearing walls
- work involving piles or foundations
- work where roofing or external cladding will be removed
- work for structural alterations or alterations that involve an extension being added to your home, such as an additional room
- structures that are being built or altered for commercial purposes
- any work where building consent or similar is required but has not been granted.

## Electronic equipment

We will pay the reasonable cost to restore, reset or reprogram any electronic equipment permanently installed in your home if it suffers *loss* covered by this policy.

You are not covered under this benefit for the cost to replace any data stored on any electronic equipment.

## Optional benefit – cover you may have chosen

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

### Excess-free glass cover

You do not have to pay an excess for claims for *loss* to glass in any of the following items that are part of your home:

- windows, doors, screens and panels
- permanently fixed mirrors, splashbacks or built-in furniture.

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

- damage, wear and tear or deterioration to your home that must be repaired to enable the glass to be fitted
- the cost to repair or replace framing necessary to enable the glass to be fitted
- the replacement of undamaged glass or parts of your home in order to create a match.

## Your legal liability

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

Your cover under legal liability includes related legal costs and expenses that we agree to.

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*.

### 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 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.

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*
- any profession, employment or business.

We also do not cover the exclusions found under 'What you are not covered for' 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 that is directly or indirectly caused by, arising from, or involving acts or omissions that are intentional, reckless, deliberate, malicious or criminal, by any of the following:

- 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.

## Wear and tear or gradual damage

This policy does not cover any *loss*, cost or liability that is 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 that is directly or indirectly caused by, arising from, or involving gradual deterioration or depreciation of your home.

However, we will not apply this exclusion where cover is available under the standard benefit 'Contribution for hidden water damage' 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 that is directly or indirectly caused by, arising from or involving *natural hazard*, fire, storm or *flood*.

However, we will not apply this exclusion if any of the following apply:

- this policy starts directly after a policy that covered the *loss* you have reported
- you started this policy when you purchased your *insured address*.

## Undamaged property

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

This includes, but is not limited to:

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

## Pests and pets

This policy does not cover any *loss*, cost or liability that is 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*.

## Faulty workmanship

This policy does not cover any *loss*, cost or liability that is 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.

## Cleaning or restoration

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

## Consequential loss or costs you incur

This policy does not cover any of the following:

- loss of use of your home
- 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 home not being able to be used.

## Non-compliance of your home

This policy does not cover *loss*, cost or liability that is directly or indirectly caused by, arising from, or involving the non-compliance of your home with New Zealand laws, by-laws and regulations that 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 provide cover where cover is provided by other insurance or by a warranty or guarantee. We will not contribute to any claim made under any other policy.

### **Electronic data**

This policy does not cover *loss*, cost or liability that is 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 that is 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*.

### **Mechanical or electrical breakdown**

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

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

### **Structural alterations**

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

- lifting, moving or relocating 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 except where cover is provided under the benefit 'New building work' on page 9.

### **Communicable disease**

This policy does not cover any *loss*, cost, any other sum of any kind, or liability that is 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.

### **Confiscation of your home**

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

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.

However, we will not apply this exclusion where cover is available under the standard benefit 'Temporary accommodation' on page 8.

### **Removal or weakening of support to land or buildings**

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

### **Vibration**

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

### **In-ground structures**

This policy does not cover *loss*, cost or liability that is directly or indirectly caused by, arising from, or involving hydrostatic pressure to any in-ground structure.

In-ground structures include, but are not limited to:

- septic tanks
- water tanks
- swimming pools and spa pools, including their covers and liners.

However, we will not apply this exclusion where *loss* has been caused by earthquake, storm or *flood*.

### **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.

### **Heritage homes**

We will not pay for any additional costs or fees required to comply with any heritage covenants or heritage orders that apply to your home.

### **Natural hazards and damage caused by earth movement**

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

- erosion or landslide
- subsidence or earth movement
- earthquake or tsunami
- hydrothermal or volcanic activity
- any other *natural hazard*.

However, we will not apply this exclusion where cover is available under the standard benefit 'Natural hazard cover' on page 8.

### **Land damage**

This policy does not cover the costs associated with the repair, preparation, stabilisation or any other treatment of the land necessary to comply with regulations to permit the repair or rebuilding of your home.

This policy also does not cover *loss*, cost or liability that is directly or indirectly caused by, arising from, contributed to, or involving the condition of the land on which your home is situated, where either of the following apply:

- you or a previous owner of your home have received payment from the Natural Hazards Commission Toka Tū Ake (NHC) to repair the land, and those repairs have not been undertaken
- you are aware that the land requires repair or poses a threat to your home.

### **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.

### **Sanctions**

This policy does not cover any *loss*, cost or liability that is directly or indirectly caused by, arising from or involving anything that may breach, violate or risk exposure to any sanction, prohibition, restriction, proscription, or prevention under any of the following:

- laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America, or the European Union
- United Nations resolutions.

### **Terrorism**

This policy does not cover any *loss*, cost or liability that is directly or indirectly caused by, arising from, involving, controlling, preventing or suppressing any activity in connection with any act of terrorism.

An act of terrorism, from its nature and context, is done for but is not limited to, political, religious, ideological or ethnic purposes.

An act of terrorism includes:

- any act carried out or arranged by any person or group of people, whether acting alone, on behalf of, or in connection with any organisation or government
- the use of force or violence, or the threat of its use
- the intention to influence any government and/or to put the public or any member of the public in fear.

### **War and civil war**

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

- war, invasion, act of foreign enemy, hostilities or civil war (whether war is declared or not)
- rebellion, revolution, insurrection, military or usurped power.

### **Nuclear incidents**

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

- 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 avoided, declined, cancelled, not renewed, or have special terms imposed
- you, your partner or any *family member* have any claim refused or declined
- the Natural Hazards Commission Toka Tū Ake (NHC) or any other government authority confirms your home has been identified as being at risk of a *natural hazard* or *flood*
- your home is damaged by any *natural hazard* or *flood*, whether you make a claim for the damage or not
- the occupancy of your home changes
- 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.

### **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 home**

You must, at your cost and expense, maintain your home in good repair, secure your home and take all reasonable precautions to prevent *loss* from 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.

### **What happens if you do not comply with any of the policy conditions**

If you do not comply with any of the policy conditions, 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.

# 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 will cancel your policy if your premium remains unpaid for 28 days or longer. This includes, but is not limited to, the following situations:

- you do not pay the premium due when your policy starts
- you make a change to your policy that results in additional premium charged, and this remains unpaid
- you do not pay the full amount of your premium
- you do not pay the premium due when your policy renews.

## 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.

## 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 acts in a way that results in no cover.

Each person listed under 'Who's insured' on your *policy schedule* has the right to:

- request a change to the policy
- make a claim under the policy
- request information under the policy
- receive claim proceeds under the policy
- cancel the policy.

We must agree to any changes before they become effective.

## What happens if you have an authorised individual listed

All people listed as 'Who's authorised' on your *policy schedule* will be an authorised individual and will have full access to your information. They can act on your behalf for this policy and any claims made under it.

When an authorised individual is acting on your behalf, they must:

- provide full and accurate information
- comply with all policy conditions.

If an authorised individual does not comply with any of the above conditions, we may:

- decline your claim
- cancel your policy.

All people listed as 'Who's insured' on your *policy schedule* are able to add or remove an authorised individual at any time.

## If your policy schedule shows you have 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.

## 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.

Any reference in this policy to an Act of Parliament, or to any related regulations or rules, includes any amendments made to that law, as well as any substitutions or replacements of it.

# Definitions

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

## 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 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 with you at your home and that is kept for companionship, for example, a cat, dog or bird.

## Event

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

## 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.

## Indemnity value

Is our option of:

- the *market value*
- the depreciated replacement cost, as assessed by an independent registered valuer appointed by us
- the cost of repairs, less wear and tear and depreciation, but including the cost of complying with government or local authority by-laws or regulations.

## Insured address

The place where your home is 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 your home excluding land, immediately prior to the *loss*, as determined by an independent registered valuer appointed by us.

## Natural hazard

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

## Period of insurance

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

## Policy schedule

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

- who's insured
- your *sum insured*
- your excesses.

## Reinstatement condition

A building standard and specification similar to, but no more extensive or better than the condition of your home when it was new or last enhanced, using currently equivalent techniques and building materials readily available in New Zealand.

We will only replicate heritage features if the currently equivalent techniques and/or building materials are readily available in New Zealand.

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

**Reinstatement cost**

The costs that are reasonably required to repair, rebuild or replace the damaged part of your home to the *reinstatement condition*, less any discount that would be available to us from our suppliers.

**Residential boundaries**

The part of the land on which the residential building that constitutes your home is situated, which is used by you, or by any *family members* living with you, or by your tenant, for predominantly residential purposes.

It does not include any part of the land that is used for commercial or farming purposes.

**Retaining walls**

A wall that serves a purpose, in whole or in part, in retaining land, except for a wall that forms part of the structure of the residential building or any other building.

**Sum insured**

The 'Home 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.

**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.

# 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 hazard.

## 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.

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## We're here to help you

Call us anytime

**0800 500 213**

Visit us online

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

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