



AA Small Business Insurance Policy

Here are the details of your
Statutory Liability Policy Module



Contents

<u>Welcome to AA Insurance</u>	<u>1</u>
<u>The documents that make up your insurance contract</u>	<u>2</u>
<u>Headings and defined words in your policy</u>	<u>2</u>
<u>Cancelling your policy</u>	<u>2</u>
<u>What you are covered for</u>	<u>3</u>
<u>Limits on what we will pay</u>	<u>3</u>
<u>Automatic extensions</u>	<u>3</u>
<u>Additional extensions</u>	<u>4</u>
<u>Making a claim</u>	<u>4</u>
<u>What you are not covered for</u>	<u>6</u>
<u>You must tell us about certain things</u>	<u>8</u>
<u>You must comply with certain conditions</u>	<u>8</u>
<u>How we administer your policy</u>	<u>9</u>
<u>Definitions</u>	<u>9</u>

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, 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

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.

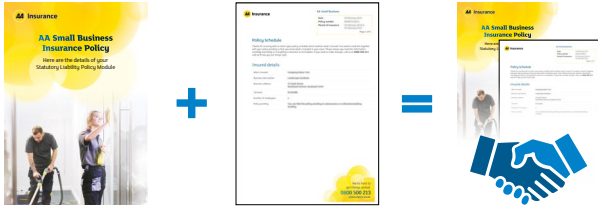
0800 500 213

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 + 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.

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 'Definitions' section at the end of this policy document on page 9.

The meaning of other common words in your policy document

We use some common terms throughout this policy document. The meaning 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 *insured* and any other *persons insured*.

Cancelling your policy

If you choose to cancel your policy

You may cancel your policy at any time, unless you have made a claim.

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. We will deduct any cancellation fee shown on your *policy schedule* from the amount we refund you.

If you have notified an *occurrence*, claim or been served with legal *proceedings* which could be covered under this policy prior to the date of cancellation, we will not refund any premium to you.

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.

What you are covered for

We will cover you for your *defence costs* and any *fine* under an *Act* arising out of a *proceeding*, provided that:

- you first become aware of the *proceeding* during the *period of insurance*, and
- the *proceeding* is notified to us during the *period of insurance* or within 30 days after the end of the *period of insurance*, and
- the *occurrence* has taken place on or after the *continuity date*.

Take-over

If, during the *period of insurance* a *take-over* occurs, the cover provided is amended to apply only to *occurrences* taking place before the effective date of the *take-over*.

Limits on what we will pay

The most we will pay on your behalf in respect of all *finances* and *defence costs* arising out of all *proceedings* in any one *period of insurance* is the limit of indemnity shown in your *policy schedule*.

If a *proceeding* is covered only partly by this policy, then the limit of indemnity shall be applied in the following priority:

- to the *finances* and *defence costs* of an *insured*,
- to the *finances* and *defence costs* of any other *persons insured*.

Automatic extensions

The following extensions are automatically included in your cover.

Acquittal

No excess will apply and we will reimburse any *defence costs* paid by you including where it was alleged that you intentionally, knowingly, or wilfully committed an *occurrence*, in the event of:

- an acquittal of all of you, or
- a dismissal or a withdrawal of the prosecution of the offence without the payment of any *fine* by any one of you.

Reimbursement following a dismissal or withdrawal of a prosecution will:

- occur 90 days after the date of dismissal or agreement to withdraw as long as no *proceeding* alleging the same or any related *occurrence* is again brought within that time, and
- be subject to an undertaking by you that you will repay the reimbursement to us if a *proceeding* alleging the same or related *occurrence* is brought after the 90-day period.

Advancement of defence costs

We will advance *defence costs* to you as and when they are incurred before the final disposition of the *proceeding*. Such payments will be repaid to us by you severally, according to your respective interests, in the event and to the extent that the *proceeding* is in fact determined not to be covered or is resolved on terms or in a manner that excludes it from cover.

Continuous cover

Where:

- you first became aware of any *proceeding*, or fact or circumstance as described in [Making a claim - 'Notification of circumstance'](#), after the *continuity date* and before the *period of insurance*; and
- you do not notify us of such *proceeding*, or fact or circumstance, until a date during the *period of insurance* or within 30 days after the *period of insurance*;

then:

- in the absence of fraudulent non-compliance with the duty of disclosure or fraudulent misrepresentation by you in respect of such *proceeding*, fact or circumstance; and
- provided that we have been your statutory liability insurer continuously from and after the *continuity date*;

we will accept notification of such *proceeding*, or any *proceeding* arising from such facts or circumstances, during the *period of insurance*.

The cover provided will be in the terms of this policy except that the applicable limit of indemnity and excess will be as they were at the date when any of you first became aware of the *proceeding*, facts, or circumstances.

Additional extension

If you have chosen to include the following extension, it will be shown on your *policy schedule*.

Defence costs

In the event of any *proceeding* which involves a charge under Section 9 of the Law Reform Act 1936 and as a consequence of which *defence costs* cannot be paid under this policy module, then the policy is extended to indemnify *defence costs* for all *proceedings* or a series of *proceedings* as a result of or attributable to one source or original cause and in the aggregate during the *period of insurance*.

The most we will pay in any one *period of insurance* under this extension is \$250,000, unless an alternative limit is shown on your *policy schedule*.

If you have cover under the Employers Liability policy module, the most we will pay in any one *period of insurance* for *defence costs* under both modules is \$250,000, unless an alternative limit is shown on your *policy schedule*.

Making a claim

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

Claims conditions

You must co-operate with us and give us any information or help we ask for in relation to your claim.

As soon as you are aware of an event, circumstance, *proceeding* or *occurrence* you must comply with the following conditions:

- take all reasonable steps to minimise the loss and prevent further loss
- do not admit responsibility for any loss, damage or liability
- do not, without our consent, incur any expense or negotiate, pay, settle, or make any agreement in relation to any claim.

As soon as possible you must also:

- tell us of the event and give full details and circumstances of what has happened, including details of everyone involved
- send us all relevant communications which you receive
- obtain our permission before you incur any expense, other than the reasonable cost of urgent work to prevent further loss
- keep damaged property for our inspection and allow us to inspect any building or other property where loss has occurred
- provide a detailed description of the lost, damaged or stolen items, proof of ownership and any other information or evidence that we may require
- let us at our expense and in your name to take any action necessary against any other party and to take over and conduct the defence and settlement of any claim against you
- provide all reasonable assistance and co-operate with us and our assessors, investigators, lawyers or anyone else we appoint to assist, in the making of your claim, its settlement and any defence of a potential claim against you or any action against anyone else.

Election to settle

We may settle any *proceeding* with your consent, or where a senior counsel recommends settlement or a guilty plea in accordance with the [Making a claim - 'Senior counsel'](#).

If you withhold consent to such settlement or entry of a guilty plea, the most we will pay for the *proceeding* is the amount for which the *proceeding* could have been settled plus *defence costs* incurred with our consent up to the date the settlement or entry of a guilty plea was recommended.

Conduct of claim

We will be entitled to take over and conduct in your name, with full discretion in the conduct of the *proceedings*, the defence of any *proceeding*, or the prosecution in your name for your own benefit, of any *proceeding*. If you do not agree with our decision to settle a claim the terms of the Making a claim – ‘Senior counsel’ will apply.

Notification of circumstances

If during the *period of insurance* you become aware of any facts or circumstances that may give rise to a *proceeding* against you, and such facts or circumstances are notified to us during the *period of insurance*, any *proceeding* that may subsequently arise out of those facts or circumstances will be deemed to have been first made against you during the *period of insurance* and notified to us during the *period of insurance* in which the facts or circumstances were notified.

Senior counsel

If you and we disagree as to whether a *proceeding* should be settled or defended, a senior counsel will be appointed by us to recommend whether to settle or defend the *proceeding*. The senior counsel will take into consideration the economics of the matter, the *fine* and costs that are likely to be recovered by the prosecuting authority, the likely *defence costs* and your prospects of successfully defending the action. We will pay the cost of the senior counsel’s opinion, and this will be payable in addition to the limits of indemnity shown in your *policy schedule*.

If you do not comply with these conditions

If you do not comply with any of these conditions, we can:

- decline your claim
- recover from you what we have already paid.

You will have to pay an excess

An excess is the amount you must pay for each individual event. We may deduct your excess from the total settlement amount.

The total excess is determined by the circumstances of your claim. You might have to pay more than one type of excess when you make a claim. The excesses will be noted in this policy document and/or in your *policy schedule*.

If you claim under more than one policy with us for loss, damage, or liability caused by a single event or *occurrence* at the same location, you will only have to pay one excess. This will be the highest total applicable excess. This does not apply to any loss caused by *natural disaster* damage.

A series of events arising from any one cause during any period of 72 consecutive hours will be treated as one event for the purposes of determining the excess you need to pay.

Instalment premiums

If you are paying your premiums by instalments, we will deduct any unpaid instalments from any payments that we make in relation to your claim.

What you are not covered for

This section explains what your policy does not cover. These exclusions apply to all sections of this policy.

Deliberate or intentional breach

This policy does not cover you for any liability arising directly or indirectly from, or in any way connected with any *proceeding* that arises from:

- your deliberate or wilful breach of or failure to comply with or disregard for the provisions of any *Act*, or
- your deliberate or wilful failure to comply with or disregard for any lawful notice or order issued by any regulatory authority under any *Act*.

Third parties

This policy does not cover any liability arising directly or indirectly from, or in any way connected with any *proceeding* that arises from, the acts or omissions of any third party (other than an *employee*) contracted by you in accordance with your *business*.

Continuing offence

This policy does not cover you for that part of a *fine* for a continuing offence under any *Act* which is imposed for a period after which you knew, or should reasonably have known, that an offence was being committed.

Prior claims and known circumstances

Except where cover is provided under Automatic extension – ‘Continuous cover’, this policy does not cover you for any of the following:

- any *proceeding* made, threatened or intimated against any one of you before the *continuity date*
- any *proceeding* arising directly or indirectly from any civil, criminal, or other *proceedings* with respect to any *occurrence* committed or alleged to have been committed by any one of you before the *continuity date*, whether or not disclosed to us
- any *proceeding* arising directly or indirectly from any facts or circumstances:
 - notified under any insurance that was in force before the inception of this policy, or
 - known to any one of you before the *continuity date* and which might reasonably be expected by you to give rise to a *proceeding*.

Excesses and other insurance

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

This policy does not provide cover where cover is provided by other insurance or by a warranty or guarantee. We will not contribute towards any claim made under any other policy.

Proceedings involving taxes

This policy does not cover you for any *proceeding* that is directly or indirectly caused by or arises in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other kind of revenue under an *Act*.

Asbestos

This policy does not cover any *proceeding* directly or indirectly caused by or arising out of or in connection with:

- the inhalation of
- exposure to
- fears of the consequences of inhalation or exposure to
- cleaning up, removal of, or
- damage to or loss of use of any property arising out of asbestos, asbestos fibres or any derivatives of asbestos.

Building defects or mould

This policy does not cover you for any *proceeding* that is directly or indirectly caused by or contributed to, or arises in connection with:

- the action or effects of *micro-organisms*, mildew, rot, decay, gradual deterioration, or any similar or like forms, in any building or structure, or
- the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposal of, or in any way responding to or assessing the effects of *micro-organisms*, mildew, rot, decay, gradual deterioration, or any similar or like forms, in any building or structure.

Handling materials

This policy does not cover you for the handling or disposal of materials by any person or organisation acting on your behalf unless you have taken all reasonable steps to ensure that the materials will be handled or disposed of in a lawful manner.

Consequential loss or costs you incur

This policy does not cover:

- consequential losses of any kind, or
- costs or expenses you may incur to prove or help us with 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
- any other liability incurred.

Confiscation

This policy does not cover any loss, damage, *personal injury*, liability or prosecution of any type directly or indirectly caused by, arising from, or involving confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority (unless the order is given to control any loss or damage that is covered by this policy).

War, terrorism or nuclear incidents

This policy does not cover for any loss, damage, *personal injury*, liability or prosecution of any type 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, ionising radiations, or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel.

Unlawful or otherwise prohibited to insure

This policy does not cover any loss, damage, *personal injury*, liability or prosecution of any type, directly or indirectly caused by, or arising from any act, event, *occurrence* or thing against which insurance is either:

- unlawful, or
- prohibited by any sanction, prohibition, or restriction under the laws or *regulations* of any jurisdiction applicable to us or our parent company or its ultimate controlling entity.

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*.

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 of functionality, repair, replacement, restoration or reproduction of any *electronic data*
- the value of any *electronic data*
- a computer virus.

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.

You must tell us about certain things

Some parts of this policy may cover other people or companies or entities as well as you. To gain the benefit of any cover under this policy they must meet all the same conditions and obligations you are required to meet. No claim will be payable where any person covered under this policy does not meet any of the terms and conditions.

Nothing in this policy affects the common law rights of either party, including our right to avoid your policy for non-disclosure. This means your policy will be treated as if it never existed and any claim payments must be returned to us.

You must disclose material information and give us full and accurate statements

Your policy with us relies on the accuracy of the information supplied by you, or any person on your behalf. You must advise us of all *material information* before the start of this policy and before each renewal or variation of the policy.

You must also give us full and accurate information and answer honestly, correctly and completely all questions we ask you. Failure to do so entitles us to deny any claim and to cancel this and any other policy you have with us from the date the information should have been provided.

You must tell us if there is a change in circumstances

You must tell us immediately of any change in circumstances that have happened after the start of this policy or that you know is going to happen and which may increase any of the following:

- the amount of the risk
- the risk of loss, damage, or liability
- the risk of insuring you.

As a result of these changes in circumstances, or if you fail to tell us immediately of any change in circumstances, we may:

- change your policy terms and make alterations to your premium
- reduce cover or change limits
- not insure you for any loss, damage, or liability that happens after the date of the change in circumstances
- cancel your policy.

You must comply with certain conditions

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.

You must avoid loss, damage or liability

You must take all reasonable care to avoid doing anything that could result in a claim, and at your cost and expense, must take reasonable steps to:

- ensure all property covered by this insurance is kept safe and protected from possible loss or damage
- maintain any protective devices, including but not limited to sprinkler systems and alarms, in an operational condition
- avoid any *personal injury* to any person or thing for which you could be held legally liable
- comply with all legal requirements for the safety of people or property.

Your policy is confidential

You will not disclose the existence of this policy, its limits of indemnity, the nature of the insurance or the premium payable under it to any person or entity who is not an *insured* or *persons insured* except where and to the extent:

- you are required to do so by law, or
- we give our consent in writing to such disclosure.

Severability and non-imputation of proposal and policy

Cover under this policy is provided severally to each of you.

The proposal or submission will be construed to be a separate application for cover by each of you.

For determining the availability of cover with respect to *proceedings* made against any of you, no fact pertaining to, no statement or declaration made in the proposal or submission, no state of mind or knowledge possessed and no failure to comply with the claims or policy conditions by any one of you will be imputed to any other of you.

How we administer your policy

Paying premiums

If your premium is overdue, we may refuse to make any claim payments until your overdue premiums have been paid.

If there is a change to your premium which remains unpaid, or you do not pay the full amount of your premium, we may reduce the *period of insurance* in line with the proportion of the unpaid premium.

If your premium remains unpaid for 28 days, your policy will automatically be cancelled and you will not be sent a cancellation notice.

Sending notices

We will send any notice, *policy schedule* or other written documents to your last known physical, postal or email address.

Noting interested parties

By noting an Interested Party on your *policy schedule*, you are authorising us to disclose your information to them. If your *policy schedule* shows an Interested Party, we may partially or fully settle your claim by making a payment to them, fulfilling our obligations under this policy. Anyone noted as an Interested Party is not covered by this policy and cannot make a claim under this policy.

Currency

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.

Governing law

This policy is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

Definitions

Act

Any Act of the New Zealand parliament that is not an *Excluded Act* in force at the commencement of the *period of insurance*, or which comes into force during the *period of insurance*, and any substitution of, amendment to, replacement of or any *regulation* made under such Act.

Any specific Act referred to also means any substitution of, amendment to, replacement of and any statutory *regulation* made under such Act.

Business

The business and occupation described on your *policy schedule*.

Computer system

Any of the following systems:

- computer, communication 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.

Continuity date

The date from which you have maintained uninterrupted cover with us for this type of insurance.

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*.

Damages

Amounts payable under any judgment against you and/or settlements negotiated by us, including the other party's costs where applicable, and includes interest on any judgment that accrues after entry of the judgment and before we have paid, tendered or deposited in court that part of the judgment that does not exceed the appropriate limit of liability, limit of indemnity or sum insured shown in your *policy schedule*.

Damages do not include *fin*es, penalties, *reparation*, or any other form of criminal sanction, non-pecuniary relief, taxes or any payment deemed to be unlawful to insure against.

Defence costs

All reasonable legal costs and expenses for expert assistance (other than your *wages*, salaries, lost earnings or fees) incurred by you or on your behalf with our consent (which will not be unreasonably withheld) in defending, investigating, monitoring, settling, or appealing any *proceeding* made against you.

Electronic data

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment.

Employee

Any of the following while working for any *insured* in connection with the *business*:

- a person under a contract of service or apprenticeship with any *insured*
- a person hired or borrowed by any *insured*
- a labour only sub-contractor.

Excluded Acts

The following Acts of the New Zealand Parliament and any amendment to, re-enactment or substitution of, regulation of, or other subordinate legislation made under, such Acts:

- Arms Act 1983
- Aviation Crimes Act 1972
- Commerce Act 1986
- Crimes Act 1961
- Criminal Investigations (Blood Samples) Act 1995
- Hazardous Substances and New Organisms Act 1996 but only as it relates to new organisms
- Misuse of Drugs Act 1975
- Criminal Proceeds (Recovery) Act 2009
- Summary Offences Act 1981
- Land Transport Act 1998, or
- any other Act shown in your *policy schedule* as an Excluded Act.

Fine

Any monetary penalty or other monetary fine or costs and disbursements assessed that may be payable by you as a result of a conviction for an offence under an *Act* arising out of an *occurrence*.

A fine does not include any of the following:

- the cost or payment of any enforcement order, remedial order or compliance order
- any tax (including any fine or penalty resulting from the failure to pay any tax), rate, duty, or interest on such tax, rate, or duty, except GST
- any *damages*, restitution, compensation or *reparation*
- the value of any property subject to confiscation or forfeiture
- a fine, penalty or infringement fee paid or which becomes due to be paid under the Health and Safety at Work Act 2015, but does include *reparation* ordered as a result of a conviction under the Health and Safety at Work Act 2015
- any other monetary payment, penalty or fine deemed to be unlawful to insure against.

Insured

The person, company, or entity listed as 'Who's insured' on your *policy schedule* domiciled in New Zealand.

Material information

Any information which might influence the decision we make as to whether to provide insurance and if so on what terms and at what premium.

Micro-organisms

Living things such as amoeba, bacteria, fungi, mould, protozoa, and any similar or like forms.

Natural disaster

Earthquake, tsunami, volcanic activity, hydrothermal activity, geothermal activity, subterranean fire, or fire resulting from any of these.

Natural disaster damage

Any of the following:

- damage directly or indirectly caused by or resulting from *natural disaster*;
- damage occurring (whether accidentally or not) as the direct result of measures taken under proper authority to avoid the spreading of, or otherwise to reduce the consequences of, any such damage but does not include any damage for which compensation is payable under any *Act*.

Occurrence

Any act or omission that results in, or may result in, an allegation of the commission of an offence under any *Act*.

Period of insurance

When your policy starts, to when it ends. It is shown on your *policy schedule*, unless the policy is ended earlier.

Personal injury

Any of the following:

- death, or physical external or internal bodily injury;
- illness, sickness, disease, debilitating or degenerative condition, or disability;
- mental injury, mental anguish, shock, or fright.

Persons insured

Any of the following:

- any person who holds the position of or performs the duties of director, executive officer, trustee, secretary, manager, partner, or who holds any other position as an *employee* of the *insured* while acting in that capacity
- the officers, committees and members of the *insured's* own canteen, social sports and child care facilities or welfare organisations, first aid, fire and ambulance services, pension fund management and administrative committees in their respective capacities as such
- any *subsidiary company*.

Policy schedule

The most recent policy schedule we have sent you which includes, who's insured, business description, business address and the policy modules you have selected.

Proceedings

Any threatened or actual legal proceedings, investigation, or inquiry that may give rise to *damages*, the imposition of *finest*, and/or the incurring of *defence costs*, and that is a result of:

- an *occurrence* in respect of your *business*, or
- any of your *employees* sustaining *personal injury* in New Zealand while in the course of their employment in your *business*.

Regulations

Any regulations made under or framed in accordance with any *Act*, or any regulation or bylaw of any local authority.

Any specific regulation referred to also means any substitution of, amendment to or replacement of such regulation.

Reparation

An amount ordered by a New Zealand Court under Section 32 of the Sentencing Act 2002 to be paid to the victim of an offence. Reparation does not include:

- *damages*, court costs, *finest*, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against, or
- your *defence costs* in relation to an offence.

Subsidiary company

Any of the following:

- any company that, at the inception of the *period of insurance*, by any applicable legislation, was or is deemed to be a subsidiary of the *insured*
- any company in which the company named in your *policy schedule*:
 - owns or directly or indirectly controls more than fifty percent of the issued share capital
 - controls the composition of the board of directors
 - exercises effective management and control, either directly or through one or more of its subsidiary companies, or
- any other company whose accounts are consolidated into those of the company named in your *policy schedule* in accordance with the relevant New Zealand Accounting Standard.

Take-over

Either of the following events:

- the *insured* consolidates with, merges with, or sells all or substantially all of its assets to, another person, entity or group of persons and/or entities acting in concert, or
- the *insured* becomes a subsidiary of another entity by any applicable law.

Wages

The remuneration (including a due proportion of bonuses, holiday pay, accident compensation levies and other charges pertaining to wages) of all *employees* other than those whose remunerations are treated as salaries in your books of account.

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

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