



Here are the details of your

Third Party, Fire & Theft Car Insurance Policy



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>What you are covered for</u>	<u>3</u>
<u>Limits on what we will pay</u>	<u>3</u>
<u>Making a claim</u>	<u>4</u>
<u>How we will settle your claim</u>	<u>5</u>
<u>Standard benefits – cover automatically included</u>	<u>7</u>
<u>Optional benefit – cover you may have chosen</u>	<u>7</u>
<u>Your legal liability</u>	<u>8</u>
<u>What you are not covered for</u>	<u>9</u>
<u>You must comply with our policy conditions</u>	<u>12</u>
<u>Cancelling your policy</u>	<u>13</u>
<u>How we administer your policy</u>	<u>13</u>
<u>Definitions</u>	<u>14</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, the benefits you'll receive, your responsibilities and how to make a claim. Please read it carefully and keep it in a safe place.

How to contact us

Go to 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**.



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

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.

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 *agreed value* 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 vehicle.

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 14.

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 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.

'Your vehicle'

When we say 'your vehicle', we mean the vehicle listed on your *policy schedule*.

What you are covered for

We will insure you for any of the following *events* that happen anywhere in New Zealand during the *period of insurance*:

- loss to your vehicle caused by fire
- theft of your vehicle
- sudden and accidental damage to your vehicle's window glass, locks or ignition caused by attempted theft or vandalism.

Your vehicle includes

Your vehicle includes all the following:

- ✓ the standard manufacturer's equipment and options
- ✓ any *accessories*
- ✓ any *modifications* that have been fitted to your vehicle that we have agreed to cover.

Your vehicle does not include

Your vehicle does not include any of the following:

- ✗ *modifications* we have not agreed to cover
- ✗ personal effects and household contents (such as clothing, sporting or recreational equipment, tools, eyewear, cell phones, tablets or laptops) in your vehicle, caravan or trailer
- ✗ goods or items in your vehicle that are used or carried for a business, profession or occupation
- ✗ illegal and prohibited items.

How you use your vehicle

How you use your vehicle affects your cover.

If your policy schedule shows 'Private use'

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

Your vehicle is not covered when being used for any activities in connection with a profession, occupation or business.

If your policy schedule shows 'Business use'

If your *policy schedule* shows your vehicle is used for 'Business use', we will cover your vehicle when being used for the following:

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

This policy does not cover any *loss*, cost or liability that is directly or indirectly caused by, arising from, or involving your vehicle when being used for carrying, hauling or towing any of the following:

- hazardous chemicals, explosives, inflammable liquids or gases
- electronics, jewellery or alcohol intended for sale.

Limits on what we will pay

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

- the *agreed value* of your vehicle, if your claim is for fire or theft
- \$20 million for your legal liability
- the maximum you are entitled to under the following standard benefits on page 7:
 - 'Accidents with an uninsured third party'
 - 'Towing, storage and transport'.

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 or any driver must:

- take all reasonable steps to prevent further *loss*
- make a complaint to the police in the case of theft, burglary or vandalism, or the attempt at these
- tell us if you or any person covered by this policy is charged with any offence that has resulted in *bodily injury*.

What you must not do after an event

You or any driver must not do any of the following:

- admit liability
- incur any expense or negotiate, pay, settle, or make any agreement about any claim without our consent
- make any offer of reparation (including as part of any case management conference or sentencing hearing) without getting our consent in writing.

Information you must give us after an event

As soon as possible, you or any driver 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 or any driver 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
- make your vehicle available for inspection and assessment before any repairs are carried out
- keep damaged property for our inspection.

You must also provide us with the following:

- 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.

What happens if you do not comply with any of the claims conditions

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

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

You must give full and accurate information when making a claim

We rely on the accuracy of the information that you, or anyone on your behalf, give us. When making a claim, you must provide full and accurate information.

You must also answer all questions we ask you honestly, correctly and completely.

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

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

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

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

You will have to pay an excess

You must pay an excess for each individual *event*. We may deduct your excess from the total settlement amount.

The circumstances of your claim determine the value of the excess you need to pay. You might have to pay more than one type of excess for each claim. Your *policy schedule* tells you the amount and types of excess.

If you claim under more than one policy with us for *loss* caused by a single *event* at the same location, you will only pay the excesses that are payable under one policy. These will be the excesses payable under the policy with the highest total applicable excess.

What we need to reimburse your excess

We will reimburse your excess for an *event* if you have paid your excess and all the following criteria are met:

- you give us the correct name and contact details of the other driver
- you give us the correct registration number of the other vehicle
- the person responsible confirms their involvement in the *event*
- we agree the driver of your vehicle was not at fault and did not contribute to the *event*.

If your claim is for theft, you must make a complaint to the police. Your complaint must result in the offender being charged before we can reimburse your excess. If you withdraw your complaint against the offender, you must repay the excess.

How we will settle your claim

This section explains how we will settle your claim.

We will choose to settle your claim in any of the following ways:

- Repairing your vehicle
- Paying the costs to repair your vehicle
- Paying your claim as a total loss.

Repairing your vehicle

This section discusses what happens if we choose to repair your vehicle.

When we choose to repair your vehicle

We can choose to repair your vehicle if it has been damaged, and we believe all the following:

- your vehicle can be repaired safely
- your vehicle is more cost-effective to repair than to pay the *agreed value*.

When we arrange to repair your vehicle, we will ensure it is repaired to a standard comparable to the condition of your vehicle immediately before the *event*. We will choose repairers from our group of *AA Insurance repairers*.

We will give you a lifetime repair guarantee

If your vehicle is repaired by one of our *AA Insurance repairers*, we guarantee the quality of workmanship, parts and materials used for your claim. This guarantee will remain in place while your vehicle is registered for road use in New Zealand.

If we repair your vehicle to a better condition

If the repairs will put your vehicle in a better condition than it was immediately before the *event*, we will discuss this with you before any repairs begin. If we agree to complete repairs that are unrelated to your claim, you must pay the extra costs.

When we repair or replace parts of your vehicle

We will decide whether damaged parts and *accessories* on your vehicle are repaired or replaced.

If we decide to replace parts on your vehicle, we will decide whether to use new, recycled or reconditioned parts. We will use original manufacturer branded parts, except for windscreens and window glass. When available, windscreens and window glass will be replaced with compatible aftermarket glass that meets all Australasian safety standards.

If we decide to replace *accessories* for your vehicle, we will replace *accessories* with the nearest equivalent item that is readily available in New Zealand. This item will have the same functions, characteristics and specifications as the damaged or stolen accessory, but will not necessarily be the same brand, price, model or colour.

You must let us take ownership of any parts or *accessories* we have replaced that have been damaged, lost, or that are stolen and recovered.

Paying the costs to repair your vehicle

We can choose to pay the cost to repair your vehicle to a standard comparable to the condition of your vehicle immediately before the *event*.

We will pay the lowest of the:

- reasonable cost of the repairs as estimated by our assessor
- amount we would have paid if we had arranged the repair ourselves.

We will not be responsible for the quality of workmanship provided by your repairer. We will not provide any guarantee relating to the repair.

For any part not available in New Zealand, the most we will pay is the lowest of the:

- manufacturer's last known list price in New Zealand
- price of the part's closest New Zealand equivalent
- cost of having a new part made in New Zealand.

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

Paying the costs to repair or replace your vehicle's accessories

We can choose to pay the cost to repair or replace damaged or stolen *accessories* on your vehicle.

If we choose this option, we may pay you with cash, a voucher or a store credit for the repair cost or replacement value of any *accessories*.

The replacement value will be determined by the retail price of an item that is readily available in New Zealand with the same functions, characteristics and specifications as the damaged or stolen *accessories*. This value may take into account any discount to us from our suppliers.

Paying your claim as a total loss

We can choose to determine your vehicle as a total loss if we believe any of the following:

- it is not safe to repair the damage to your vehicle
- the cost of repairing your vehicle is more than the *agreed value*, or it is uneconomic to repair
- your vehicle has been stolen and has not been found within 10 days.

What happens when your vehicle is a total loss

If we have determined your vehicle as a total loss, we will choose to settle your claim in one of the following ways:

- paying the *agreed value* of your vehicle
- paying the *agreed value* or \$4,000, whichever is the lowest value, if your vehicle is covered under the standard benefit 'Accidents with an uninsured third party' on page 7
- paying the *market value* if your vehicle is covered under the standard benefit 'Replacement vehicle cover' on page 7.

We will deduct your total applicable excess, and any *on-road costs* that are not fully paid or up to date, from your settlement payment.

Once your claim is settled, your vehicle, including all *accessories* and *modifications*, becomes our property. We will also be entitled to any refund of *on-road costs*. This includes when your vehicle is recovered after it has been stolen.

Your premium and policy when your claim is a total loss

When your claim is a total loss, you must pay the total premium for the entire *period of insurance* shown on your *policy schedule* in full before we can settle your claim. If you are paying your premium by instalments, we will deduct any unpaid instalments from your settlement payment.

Your policy will end on the date of the *event*, and you will not be able to claim on any subsequent *event*. You will not receive any refund of your premium.

Standard benefits – cover automatically included

Your cover automatically includes the following benefits. 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*.

Accidents with an uninsured third party

We will pay up to \$4,000 if your vehicle has suffered a *loss* and all the following criteria are met:

- the damage was due to an accident caused by an uninsured third party
- you give us the correct name and contact details of the uninsured third party
- you give us the correct registration number of the other vehicle
- the uninsured third party confirms their involvement in the *event*
- we agree the driver of your vehicle was not at fault and did not contribute to the *event*.

Towing, storage and transport

If we have accepted your claim under this policy, we will pay the reasonable costs to:

- move your vehicle to the nearest repairer or place of safety
- store your vehicle.

If your vehicle cannot be driven, we will also pay the reasonable cost to transport you and your passengers to your home.

Replacement vehicle cover

If you replace or trade in your vehicle, we will automatically insure your replacement vehicle under this policy for up to 30 days from the date of purchase.

You must do all the following to receive cover under this benefit:

- tell us within 30 days of the purchase date that you have replaced your vehicle
- pay any additional premium we require.

The most we will pay for any one *event* is the *market value* of your replacement vehicle.

The replacement vehicle will be insured under the same terms that apply to your vehicle.

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 your windscreen or window glass.

This benefit does not cover any of the following items:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics on your vehicle
- the replacement of anything attached to the windscreen or window glass.

You will need to pay an excess if you make a claim for any of the items mentioned above, if your vehicle has any other damage, or if you are claiming on any standard or optional benefit on this policy.

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

- damage, wear and tear or deterioration to your vehicle that must be repaired to enable the glass to be fitted
- the replacement of any undamaged glass or parts of your vehicle in order to create a match.

Your legal liability

The most we will pay for legal liability is a total of \$20 million for any one *event*.

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

Property damage

We will pay up to \$20 million for your legal liability for damage to other people's physical property arising from an *event* in New Zealand involving your vehicle during the *period of insurance*.

Your cover under 'Property damage' includes related legal costs and expenses that we agree to.

Bodily injury

We will pay up to \$250,000 if you are ordered to pay a *reparation order* for *bodily injury* arising from an *event* in New Zealand involving your vehicle during the *period of insurance*.

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

Additional liability cover

We will also cover legal liability under 'Property damage' and 'Bodily injury' where:

- the *event* is caused by any trailer or caravan while attached to your vehicle
- the *event* is caused by items falling from your vehicle, or any trailer or caravan while attached to your vehicle
- another person is driving your vehicle with your consent, and they are not otherwise excluded from the policy cover
- your vehicle is being driven with your permission for your employer's business
- you are using an uninsured motor vehicle that does not belong to you. This vehicle must not be hired, rented or leased. This policy does not cover any *loss* to the vehicle being driven. The exclusions and conditions outlined in this policy document will apply to the uninsured vehicle as if it was your vehicle.

What we do not cover under legal liability

You are not covered for any of the following:

- exemplary or punitive damages awarded against you
- legal defence costs, court costs and any levy, fine or penalty (other than a *reparation order*) arising from a prosecution of any offence under any Act of Parliament including regulations, rules or by-laws against you, your employer, or any person using your vehicle
- legal costs incurred by any other party that you agree to or are ordered to pay
- legal liability assumed by agreement, unless you would have been liable anyway or are ordered to pay
- any *loss* to property belonging to you, or in your care, custody or control, unless that property:
 - belongs to the passengers in your vehicle
 - is an inoperative vehicle that you are towing (but not for financial gain).

We also do not cover the exclusions found under '[What you are not covered for](#)' from page 9.

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 you, or any person using your vehicle with your permission, for any *loss*, cost or liability that is directly or indirectly caused by, arising from, or involving any acts or omissions that:

- are intentional, reckless, deliberate, malicious
- have criminal intent.

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 vehicle.

Driving under the influence or leaving the scene of an accident

This policy does not cover you or any person using your vehicle who, at the time of the *event*:

- was under the influence of alcohol, drugs or any other intoxicating substance
- had a blood or breath alcohol level more than the legal limit
- failed to stop, or left the scene of an accident when it is an offence to do so.

This policy also does not cover you or any person using your vehicle who, after the *event*, fails or refuses either of the following tests when legally required to take them:

- alcohol content in the body, breath or blood
- drug content in the body, breath or blood.

However, we will not apply this exclusion if the driver has stolen your vehicle and you have made a complaint to the police.

Mechanical or electrical breakdown

This policy does not cover any damage to, or failure of, mechanical, electrical or electronic parts of your vehicle.

This policy also does not cover any damage resulting directly or indirectly from any of the following:

- fuel contamination
- mechanical, electrical, or electronic failure or breakdown of your vehicle.

Non-compliance with licence or driving conditions

This policy does not cover you or any person using your vehicle who, at the time of the *event* was:

- not legally licensed to drive in New Zealand
- not complying with the conditions of their driver's licence
- advised, directed or instructed not to drive by a medical or other professional.

However, we will not apply this exclusion if the driver has stolen your vehicle and you have made a complaint to the police.

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, blockage, or depreciation of your vehicle.

Undamaged property

This policy does not cover any *loss*, cost or liability associated with the cost of painting, repairing or replacing an area, set or part of your vehicle that was not damaged in the *event*, or that is not related to your claim.

This policy also does not cover any *loss*, cost or liability arising because paint, features, fabrics, or other parts of your vehicle cannot be matched.

Consequential loss or costs you incur

This policy does not cover any of the following:

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

Tyre damage

This policy does not cover damage to tyres caused by braking, punctures, cuts or bursts.

Pest damage

This policy does not cover any *loss*, cost or liability that is directly or indirectly caused by, arising from or involving insects, pests, vermin, rodents or possums.

Water damage

This policy does not cover any *loss*, cost or liability that is directly or indirectly caused by, arising from, or involving water damage due to defective or blocked drainage systems, leaking seals or gaskets.

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.

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.

Confiscation of your vehicle

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

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.

Unsafe and unroadworthy vehicles

This policy does not cover your vehicle, trailer or caravan when it is overloaded, or used in an unsafe or unroadworthy condition.

However, we will not apply this exclusion if you can prove all of the following:

- you and the driver were unaware of such condition
- your lack of knowledge was reasonable
- you had taken all reasonable steps to maintain your vehicle.

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.

Pollution or contamination

This policy does not cover any *loss*, cost or liability caused by, arising from, or involving pollution or contamination.

Your vehicle being used for certain activities

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

- carrying, hauling or towing any of the following in connection with a trade, business or profession:
 - hazardous chemicals, explosives, inflammable liquids or gases
 - electronics, jewellery or alcohol intended for sale
- hiring, or carrying fare-paying passengers
- courier or delivery services
- protests, civil disruption, unlawful purpose or criminal activity
- driving on any track, circuit, speedway, racing arena or any other similar surface or location, unless it forms part of a driver training or handling course where the course is delivered by a professional driving instructor
- off-roading, hill climbing, racing, or being tested for racing of any kind including pace-making, trials, tests, demonstrations or similar events
- driving on beaches, sand dunes, open land, rivers or river beds, or unsealed surfaces unless your vehicle is being used on:
 - a recognised boat ramp
 - a legally recognised road
 - an unsealed surface usually used as a car park
 - an unsealed surface designed to access a building.

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*.

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.

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, any driver, or anyone covered by this policy are convicted of any criminal offence
- you, any driver, or anyone covered by this policy have a licence suspension, disqualification, restriction or cancellation
- you, any driver, or anyone covered by this policy have any insurance policy avoided, declined, cancelled, not renewed, or have special terms imposed
- you, any driver, or anyone covered by this policy have a claim refused or declined
- you change the address where your vehicle is normally kept
- you replace your vehicle
- your vehicle use changes from what is shown on your *policy schedule*
- there is a change to the drivers of your vehicle
- you add, change or remove any *modifications*.

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 take reasonable care

You and any driver of your vehicle must take reasonable care:

- while driving or using your vehicle or any vehicle where liability for damage to other property is covered by this policy
- to avoid circumstances that could result in *loss*.

Your claim will not be covered if you or any driver are reckless, grossly irresponsible or grossly negligent.

You must maintain and secure your vehicle

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

Definitions

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

AA Insurance repairer

A repairer we have selected to repair vehicles on our behalf.

Accessories

Items kept in or on your vehicle that are not directly related to the function of your vehicle. Accessories include, but are not limited to, any of the following:

- fitted entertainment, communications and navigation systems
- child restraints or seats
- tools and breakdown equipment permanently kept in your vehicle, owned by you to repair your vehicle
- vehicle seat covers
- roof racks
- first aid kit, torch, fire extinguisher
- aftermarket wheels.

Agreed value

The agreed value shown on your *policy schedule*.

The agreed value is the amount determined when your policy begins and at each renewal.

The agreed value is reviewed at each renewal, and may be adjusted as the value of your vehicle depreciates with age and use.

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

Bodily injury

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

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*.

Event

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

Loss

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

Market value

The reasonable value of your vehicle immediately before the *event*, that an independent registered valuer will set.

Modifications

Any change or alteration made to your vehicle beyond the manufacturer's original specification. Modifications include, but are not limited to, any of the following:

- performance enhancements, structural changes or a non-standard exhaust
- changes to the engine, steering, suspension or chassis
- changes to the computer or fuel system
- custom paint work and cosmetic upgrades
- changes to electrical equipment.

On-road costs

Vehicle registration fees or road user charges.

Period of insurance

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

Policy schedule

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

- who's insured
- your cover type
- your *agreed value*
- your excesses.

Reparation order

Any amount ordered by a New Zealand court under Section 32 of the Sentencing Act 2002, and any subsequent amendments, to be paid to the victim of an offence.

Reparation does not include any of the following:

- court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief and taxes
- any payment that is unlawful to insure against
- any legal defence costs or expenses in relation to an offence.

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.

We're here to help you

Call us anytime

0800 500 213

Visit us online

aainsurance.co.nz

