



Here are the details of your

# Landlord Insurance Policy



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**WriteMark™**  
Plain Language Standard

As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language.

## 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

For sales, service and general queries:

- Call us on **0800 500 213**

For claims enquiries:

- Call us on **0800 500 216**

For more information:

- Go to [aainsurance.co.nz](http://aainsurance.co.nz)

### What your insurance contract consists of

Your insurance contract consists of this policy document and your [policy schedule](#). Your policy document and [policy schedule](#) are designed to be read together. Your [policy schedule](#) takes priority if there is a conflict between the information in this policy document and your [policy schedule](#).

This cover is subject to the limits, terms and conditions set out within this policy document. We agree to provide cover as long as you have paid your premium.

Please contact us if you have any questions or need more information.

### 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 not satisfied with one of our policies, our service or a decision we make, please tell us. Often a quick conversation with one of our representatives can help resolve things.

If we can't agree, or if you are still unhappy, please let us know. We can explain our complaints procedure to you, and we have a Customer Resolution Service to help you if needed.

We're here to  
get things sorted.

**0800 500 213**  
[aainsurance.co.nz](http://aainsurance.co.nz)



# Reading 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 with specific meanings

We have coloured some words blue. These words have specific meanings. We have explained them in the 'Definitions' section at the end of this policy document.

We also use the following common terms throughout this policy document that have the below meanings:

- 'we', 'us' or 'our' means AA Insurance Limited
- 'you' or 'your' means the people listed as 'Who's insured' on your [policy schedule](#).

# Cancelling your policy

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

We provide you with a 21-day cooling-off period. You can cancel your policy within 21 days from the day your policy started, as long as you have not made a claim. We will refund you the full amount of any premium paid.

## If you choose to cancel your policy after the cooling-off period

You may choose to cancel your 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. We will deduct any cancellation fee shown on your [policy schedule](#) from the amount we refund 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 insure your rental home for [loss](#) at the [insured address](#) during the [period of insurance](#).

The words 'your rental home' 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 rental home includes

Your rental home includes the following:

### Buildings and structures

Include:

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

Do not include:

- ✗ temporary structures
- ✗ any building, outbuilding or structure used for, or in connection with, agricultural or business activities, other than a home office or as a rental property
- ✗ 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 and exterior blinds and awnings
- ✓ free-standing garden walls
- ✓ decks, verandahs, balconies and patios
- ✓ built-in barbeques
- ✓ fixed or built-in swimming pools, spa pools and saunas and their systems

Does not include:

- ✗ **retaining walls**, except for the cover provided under the standard benefit 'retaining walls' on page 7
- ✗ 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 or 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.

## What happens if your rental home is unoccupied

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

Your rental home is considered unoccupied when you, your **tenant**, or a person you authorise are not living in your rental home as a residence.

If your rental home is unoccupied, the additional long-term Unoccupied excess shown on your **policy schedule** applies. This excess will apply to any **loss** occurring on or after day 61.

## 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 rental home for 'Replacement Cover', or the **Sum Insured** for 'Sum Insured Cover', or 'Indemnity Cover'
- \$2million for your legal liability
- the maximum you are entitled to under the standard benefit 'Loss of rent' on page 7
- the maximum you are entitled to under the optional benefit 'Landlord contents cover' on page 8
- the maximum you are entitled to under the following sections of the optional benefit 'Extended landlord cover' on page 8:
  - 'Tenants vacating without notice'
  - 'Eviction of tenants'.

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 of the following conditions

### 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
- if you receive payment for any [loss](#) or cost that was part of a claim, and you must reimburse us any portion of that amount already paid by us under the claim.

### 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
- provide a detailed description of the damaged or stolen items, proof of ownership, and any other information or evidence that we ask for.

## What you must do to support the claims process

You must 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 us, 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 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 one excess. This will be 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 rental home which 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 rental home. We also will not pay for any costs incurred in relation to undamaged portions of your rental home.

## Replacement Cover

We will choose to settle your claim using this option if the [loss](#) is caused by any [event](#) other than [natural disaster](#).

Before the [loss](#), you must take the steps a reasonable person would take to provide us with all of the following:

- an accurate [Sum Insured](#)
- the accurate size of your rental 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 rental home to the [reinstatement condition](#)
- pay the [reinstatement cost](#) to repair, rebuild or replace the damaged portion of your rental home to the [reinstatement condition](#).

We may choose to determine your rental home as a total loss if the cost of repairing your rental home will exceed the cost of demolishing and rebuilding your rental home.

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

- we have been unable to agree 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 rental 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 rental 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 rental 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 may choose to determine your rental home as a total loss if the [reinstatement cost](#) will exceed the [Sum Insured](#).

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

- we have been unable to agree 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 rental home.

## Indemnity Cover

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

- we have been unable to agree 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 rental 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 may choose to determine your rental home as a total loss if the cost of repairing your rental home will exceed the cost of rebuilding your rental home.

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

If your claim is settled under '[Replacement Cover](#)' or '[Sum Insured Cover](#)', your payment will include the reasonable costs incurred with our prior consent for:

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

### Related costs

If your claim is settled under '[Replacement Cover](#)' or '[Sum Insured Cover](#)', your payment will include the reasonable costs of any of the following to enable the repair, rebuild or replacement of the damaged portion of your rental home:

- the cost to locate the cause of the damage
- 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 rental 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 which are incurred without our consent
- costs which are incurred in relation to undamaged portions of your rental home.

## Your premium and policy when your rental home is a total loss

When your claim is a total loss, you must pay the total premium for the [period of insurance](#) 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](#). You will not receive any refund of your premium.

### How we reinstate your cover after a loss

If your rental 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

The following benefits are automatically included in your cover, if we have accepted your claim under this policy.

## Loss of rent

We will pay for loss of [rent](#) if your rental home was occupied and a current [tenancy agreement](#) was in place at the time of the [event](#), if any of the following occurs:

- your rental home becomes [uninhabitable](#) due to [loss](#) covered by this policy or [loss](#) covered by the Earthquake Commission
- your [tenants](#) are prevented from accessing your otherwise safe and sanitary rental home by order or direction of government or local authorities during the [period of insurance](#).

The most we will pay for any one [event](#) is \$20,000 up to a period of 12-months.

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

- your rental home has been repaired, rebuilt, or is habitable again
- we settle your claim.

You are not covered under this benefit if the [loss](#) is to land only.

## Hidden water damage

We will pay up to \$2,000 towards damage to your rental home caused by rot, mould, mildew or deterioration. Your [landlord contents](#) will also be included in this benefit, where you have chosen the optional benefit '[Landlord contents cover](#)'.

The damage must result from the 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:

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

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

- damage which is caused by gutters or pipes within appliances
- any other gradually occurring damage
- damage to the water pipe, tank or waste disposal.

## Natural disaster cover

The premium you pay for this policy includes an amount for [natural disaster](#) insurance for your rental home, which is provided by the Earthquake Commission. This natural disaster insurance is called EQCover.

If you need to make a claim under EQCover, we will pay the difference between the amount the Earthquake Commission pays you for [loss](#) to your rental home before the deduction of the EQCover 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 rental home suffers [loss](#) caused by a [natural disaster](#)
- the Earthquake Commission accepts your claim for the [loss](#)
- the Earthquake Commission has paid its full liability in relation to your claim for the [loss](#)
- the cost to repair or rebuild the portion of your rental home which has suffered [loss](#) is higher than your EQCover.

We will also pay for [loss](#) to your rental home caused by [natural disaster](#) that the Earthquake Commission does not cover because the damaged property is exempt property under EQCover. An additional excess as shown on your [policy schedule](#) will apply to these claims.

## Retaining walls

We will pay up to \$50,000 for [loss](#) to [retaining walls](#) arising out of 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](#), and any [retaining walls](#) which do not have the appropriate local authority consent.

## Electronic equipment

We will pay the reasonable cost to restore, reset or reprogram any electronic equipment permanently installed in your rental 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.



## 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 rental home
- decks or patios except where alterations have been made to an external wall of your rental 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 GST
- any new separate structure being built
- alterations which 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 rental home, such as an additional room
- structures which are being built or altered for commercial purposes
- any work where building consent or similar is required but has not been granted.

## Optional benefits – cover you have chosen

If you have chosen to include any of the following benefits, they will be shown on your [policy schedule](#).

### Landlord contents cover

We will pay for [loss](#) to [landlord contents](#) at the [insured address](#) during the [period of insurance](#).

We will pay the lowest value of the following:

- the cost to repair the item
- the [Market Value](#) of the item in the form of cash, voucher or store credit.

The most we will pay is the Landlord Contents Sum Insured, which is shown on your [policy schedule](#).

### Extended landlord cover

This benefit only applies if a current [tenancy agreement](#) was in place between you and your [tenant](#) at the time of the [loss](#).

### Tenants vacating without notice

We will pay loss of [rent](#) if your [tenants](#) vacate your rental home without giving the required notice during the [period of insurance](#).

The most we will pay for any one tenancy is 8 weeks [rent](#), less any amount recoverable by you from funds held as [rent](#) in advance and bond.

### Eviction of tenants

We will pay loss of [rent](#) if you evict your [tenants](#) during the [period of insurance](#) because either of the following [events](#) have occurred:

- non-payment of [rent](#), if your [Tenancy Agreement](#) permits you to evict your [tenants](#)
- intentional or malicious damage.

The most we will pay for any one tenancy is 8 weeks [rent](#), less any amount recoverable by you from funds held as [rent](#) in advance and bond.

### Malicious damage or theft

We will pay up to \$20,000 if there is [loss](#) to your rental home and [landlord contents](#) (where you have chosen the Landlord contents cover benefit) if your [tenants](#) or a [guest](#) of any of your [tenants](#) cause damage in any of the following ways:

- malicious damage
- vandalism
- theft.

If we have accepted a previous claim under this benefit in relation to the same [tenants](#) or under the same [tenancy agreement](#), there is no cover under this benefit.

### Illegal drug use

We will pay up to \$30,000 for the decontamination and repair of your rental home and [landlord contents](#) (where you have chosen the Landlord contents cover benefit) if your rental home suffers damage as a result of your [tenant's](#) use, consumption, storage or manufacture of illegal drugs.

If your claim is accepted, we will also pay the cost reasonably incurred in searching for and identifying contamination.

Payment will only be made under this benefit if the level of chemical contamination exceeds the highest level set out in the Ministry of Health guidelines, standards, recommendations or reports, whichever sets out the highest level and is in effect at the time of [loss](#).

We will only pay for chemical decontamination to the acceptable levels outlined in the guideline, standard, recommendation or report.

If we have accepted a previous claim under this benefit in relation to the same [tenants](#) or under the same [tenancy agreement](#), there is no cover under this benefit.

## Your legal liability

We will pay up to \$2million for your legal liability for damage to other people's property arising from the ownership of your rental home or [landlord contents](#) (where you have chosen the Landlord contents cover benefit) 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 10.

# What you are not covered for

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

## Intentional damage

This policy does not cover any [loss](#), cost or liability, directly or indirectly caused by, arising from, or involving acts or omissions that are intentional, reckless, deliberate, malicious or criminal, by any of the following people:

- you
- your [tenant](#) or their [guest](#).

This exclusion does not apply where the [loss](#) is as a result of fire or explosion caused by your [tenant](#) or [guest](#).

This exclusion also does not apply where cover is provided under the optional benefit '[Extended landlord cover](#)' - [Malicious damage or theft](#) on page 8.

## Wear and tear or gradual damage

This policy does not cover any [loss](#), cost or liability, directly or indirectly caused by, arising from, or involving any of the following:

- wear and tear, rust or corrosion
- action of micro-organisms, rot, mould, mildew, fungi, smoke, particles and action of light
- atmospheric or climatic conditions.

This policy also does not cover any [loss](#), cost or liability, directly or indirectly caused by, arising from, or involving gradual deterioration or depreciation of your rental home.

This exclusion does not apply where cover is provided under the standard benefit '[Hidden water damage](#)' on page 7.

## Existing damage

This policy does not cover any [event](#) that happened before your policy started.

## 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 rental 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 rental home
- the cost of repairing or replacing an undamaged area, set or part of your rental home
- [loss](#), cost or liability arising because paint, features, fabrics or other parts of your rental home cannot be matched.

## Pests and pets

This policy does not cover any [loss](#), cost or liability, directly or indirectly caused by, arising from, or involving any of the following:

- insects, pests, vermin, rodents or possums
- scratching, chewing or tearing by [domestic pets](#).

## Faulty workmanship

This policy does not cover any [loss](#), cost or liability, directly or indirectly caused by, arising from, or involving any of the following:

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

## Cleaning or restoration

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

## Consequential loss or costs you incur

This policy does not cover any of the following:

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

This exclusion includes all of the following:

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

## Non-compliance of your rental home

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

## Excesses and other insurance

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

This policy also does not 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, directly or indirectly caused by, arising from, or involving interference with, or [loss](#) of or to, any electronic data.

This exclusion includes [loss](#) caused by computer viruses, or deletion or corruption of electronic data.

This policy also does not cover the cost of recovering, re-making, re-writing, re-purchasing or otherwise reproducing electronic data.

Electronic data includes data which could be purchased in a physical format.

### Mechanical or electrical breakdown

This policy does not cover any [loss](#), cost or liability, directly or indirectly caused by, arising from or involving any of the following:

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

### Confiscation of your rental home

This policy does not cover any [loss](#), costs or liability connected in any way with your rental home being confiscated or seized by anyone with a financial interest in your rental 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.

This exclusion does not apply where cover is provided under the standard benefit '[Loss of rent](#)' on page 7.

### Structural alterations

This policy does not cover [loss](#), cost or liability, directly or indirectly caused by, arising from, or involving any of the following:

- lifting or moving your rental home
- water entering your rental home due to the removal of roofing material, exterior cladding, doors or windows
- structural additions or structural alterations to your rental home except where cover is provided by the standard benefit '[New building work](#)' on page 8.

### Removal of support to land or buildings

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

### Vibration from or to land or buildings

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

### In-ground structures

This policy does not cover [loss](#), cost or liability, 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.

This exclusion does not apply 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 any contamination by the use, consumption, storage or manufacture of illegal drugs, except where cover is provided under the optional benefit '[Extended landlord cover – Illegal drug use](#)' on page 8, if you have chosen this benefit.

### Natural disaster damage

This policy does not cover any [loss](#), cost or liability, directly or indirectly caused by, arising from, or involving any of the following:

- erosion or landslide
- subsidence, earth movement or earthquake
- tsunami or hydrothermal or volcanic activity
- any other [natural disaster](#).

This exclusion does not apply where cover is provided under the standard benefit '[Natural disaster cover](#)' on page 7, or under the optional benefit '[Landlord contents cover](#)' on page 8, if you have chosen this benefit.

### 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 rental home.

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

- you, or a previous owner of your rental home, have received payment from the Earthquake Commission in order 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 rental home.

### Heritage homes

If your rental home is registered with Heritage New Zealand, we will not pay for any additional costs or fees required to comply with any heritage covenants that apply to your rental home.



### **The Accident Compensation Act 2001**

This policy does not cover costs that are covered under the provisions of the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

### **War, terrorism or nuclear incidents**

This policy does not cover any [loss](#), cost or liability, directly or indirectly caused by, arising from, or involving any of the following:

- 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, from which 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 and 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.

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

### **You must tell us if your circumstances change**

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

- you or any owner of your rental home are convicted of any criminal offence
- you or any owner of your rental home have any insurance policy or claim avoided, declined, cancelled, not renewed, or have special terms imposed
- you change the nature of the occupancy of your rental home
- your rental home will undergo any structural alterations or structural additions
- you change the use of your rental home.

### **What happens if there is a change in your circumstances**

If there is a change in these circumstances, or if you fail to tell us of 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 this 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 the policy if you do not agree to the changes to policy terms, cover, limits or premium. If you cancel your policy, we will refund you any unused portion of your paid premium.

### **You must give full and accurate information**

Your policy with us relies on the accuracy of the information supplied by you, or any person on your behalf. You must provide full and accurate information. You must also answer all questions we ask you honestly, correctly and completely.

If you claim under this policy and give us any incorrect, incomplete or fraudulent information or statement, we may:

- refuse your claim
- end your policy from the date you supplied misleading information or statements
- end any other policy you have with us.

### **You must maintain and secure your home**

You must, at your cost and expense, maintain your rental home in good repair, secure your rental home, and take all reasonable precautions to prevent [loss](#) occurring.

### **You must not transfer your legal rights**

You must not assign or transfer, or attempt to assign or transfer, this policy or your interest in this policy to any other party.

### **Additional conditions for Extended landlord cover**

If you have chosen to include the optional benefit '[Extended landlord cover](#)' the following policy conditions apply.

#### **You must take care in selecting tenants**

You must exercise all reasonable care in the selection of any [tenant](#), and must obtain satisfactory references for your [tenants](#) prior to them moving into your rental home.

#### **You must collect rent in advance**

You must collect an amount equal to at least one weeks' [rent](#) in advance.

#### **You must collect bond**

You must collect an amount equal to at least two weeks' [rent](#) in the form of a bond, which must be registered with Tenancy Services.

### **You must monitor rent in arrears**

You or the person who manages the tenancy on your behalf must:

- notify the [tenants](#) in writing when the [rent](#) is 7 days in arrears
- personally deliver a second letter to the [tenants](#) when the [rent](#) is 14 days in arrears, and determine if the [tenants](#) are still occupying the property
- apply to the Tenancy Tribunal for a termination order when the [rent](#) is 21 days in arrears.

### **You must inspect your rental property**

You must complete an internal and external inspection of your rental home at 6-monthly intervals, and at the beginning and end of each tenancy.

You must also keep a written record of the outcome of your property inspections.

# How we administer your policy

## Paying your premium on time

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

We may reduce the [period of insurance](#) in line with the proportion of the unpaid premium if any of the following occur:

- you make a change to your premium which remains unpaid
- you do not pay the full amount of your premium.

## If your premium remains unpaid

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

## How you will receive our documents

We will send any notice, [policy schedule](#) or other written documents to your last known physical, postal or email address.

## If your policy schedule shows an 'Interested party'

An Interested party is not covered by this policy and cannot make a claim under this policy.

You give us permission to share your information with anyone noted as an Interested party on your [policy schedule](#). We may partially or fully settle your claim by making a payment to an Interested party, fulfilling our obligations under this policy.

## What happens when you are jointly insured

All people listed as 'Who's insured' on your [policy schedule](#) are jointly insured, and considered to act on behalf of each other. Actions done by one person can affect the cover for any of the people listed on your [policy schedule](#). We will not cover any people listed on your [policy schedule](#) if any one of them act in a way that results in no cover.

Each person listed under 'Who's insured' on your [policy schedule](#) has the right to:

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

## Currency referred to in your policy

All amounts referred to in your policy are expressed in New Zealand currency and include Goods and Services Tax (GST). We pay all claims in New Zealand currency.

## This policy is governed by New Zealand law

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

# Definitions

## Domestic pets

A domestic animal that you or your [tenant](#) own, lives at the rental home and is kept for companionship, for example a cat, dog or bird.

This includes domestic animals which are not listed on a [tenancy agreement](#).

## Event

A sudden and unforeseen occurrence that causes [loss](#) that is not intended or expected by you.

## 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 rental home with your consent, or with the consent of a person who lives at your rental 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 rental home is located. The insured address is shown on your [policy schedule](#).

## Landlord contents

The following items which belong to you, and are provided for the use of your [tenants](#) at the [insured address](#):

- furniture, rugs, lamps, blinds and curtains
- domestic appliances not permanently plumbed into or wired into your rental home
- tools and gardening equipment
- domestic lawn and garden appliances
- portable swimming pools, saunas and spa pools.

## Loss

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

## Market Value

When used in relation to your rental home, this means the value of your rental home excluding land, immediately prior to the [loss](#), as determined by an independent registered valuer appointed by us.

When used in relation to [landlord contents](#), this means the value of the item in New Zealand which has an equivalent age and capability, with due allowance for age, wear, tear, depreciation, and prior maintenance. It is not the replacement or retail value of the item.

## Natural disaster

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

## Period of insurance

When your policy starts to when it ends. The period of insurance is shown on your [policy schedule](#), unless the policy has ended earlier.

## Policy schedule

The most recent policy schedule we have sent you, which includes Who's insured, your [Sum Insured](#), and excesses.

## Reinstatement condition

A building standard and specification similar to, but no more extensive or better than, the condition of your rental 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.

## Reinstatement cost

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

## Rent

The regular periodic payments due to you by the [tenant](#) for the use of your home, as agreed under your current [tenancy agreement](#). It does not include any other charges, bonds, fees or commission.

## Residential boundaries

The part of the land on which the residential building that constitutes your rental home is situated, which is used by your [tenants](#) for predominantly residential purposes.

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



**Retaining walls**

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

**Sum Insured**

The Rental Home Sum Insured or Landlord Contents Sum Insured shown on your [policy schedule](#). This is the amount determined when your policy begins and at each renewal.

You can discuss these values with us at any time. By paying your premium, you have accepted the Sum Insured.

**Tenancy agreement**

A written agreement between you and your [tenant](#) which states all of the following:

- the address of the property
- the term of the rental period
- the amount of [rent](#) payable per week or fortnight
- the amount of bond payable.

**Tenant**

Any person who is party to a [tenancy agreement](#) with you or is legally residing at the [insured address](#). It also includes any person whose tenancy has ended in the last 30 days.

**Uninhabitable**

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

## 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**

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