

Here are the details of your

# Contents Insurance Policy



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

We're here to get things sorted.

0800 500 213 aainsurance.co.nz

## 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
- <u>4</u> safe place.

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#### 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

#### 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.

### 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 you for loss during the period of insurance to your contents while they are:

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

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

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

#### Your contents include

Your contents include the following items:

#### **Personal items**

Include:

- ✓ household goods and personal property
- ✓ clothing, footwear and cosmetics
- ✓ jewellery and watches
- ✓ hearing aids and spectacles
- ✓ wheelchairs and mobility scooters

Do not include:

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

#### **Electronic items**

Include:

- ✓ computers, laptop computers and tablets
- ✓ computer equipment including associated hardware and accessories, and purchased software in a physical format such as a CD for which you hold a licence (but not custom-written software, or data)
- ✓ cameras, video cameras, photocopiers and telephones

#### Homeware, furnishings and appliances

Include:

- ✓ furniture and furnishings
- ✓ rugs, lamps, blinds and curtains
- ✓ works of art
- ✓ domestic appliances not permanently plumbed into or wired into your home

Do not include:

**x** carpets and fixed floor coverings

#### Professional tools and equipment

Include:

✓ business tools and professional equipment

Do not include:

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

#### **Recreational items**

#### Include:

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

#### Do not include:

✗ boats and watercraft, other than those listed above

#### Vouchers and cash

#### Include:

- ✓ cash, negotiable securities and vouchers
- ✓ documents and certificates
- ✓ bus, ferry or train tickets for travel within New Zealand

#### Do not include:

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

#### Outdoor and landscaping items

#### Include:

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

#### Do not include:

- 🗶 lawns, plants, trees, shrubs, or hedges
- **X** animals of any kind
- ✗ land, earth or fill

#### Motorised items and accessories

#### Include:

- ✓ children's motorcycles and trikes that are 50cc or less and only used off road
- ✓ quad bikes, ATVs, dirt bikes and go-carts that are only used off road
- ✓ remote-controlled models or toys and drones, so long as they are used within the Civil Aviation Authority of New Zealand rules
- ✓ vehicle or watercraft spare parts or spare accessories that are not in or attached to a vehicle or watercraft

#### Do not include:

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

#### How you use your home

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

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

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

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

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

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

Any business tools and professional equipment are subject to the <u>adjustable event limit</u> on page 4.

#### What happens if your home is unoccupied

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

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

## If your policy schedule shows 'Owner Occupied' or 'Tenanted'

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

#### If your policy schedule shows 'Holiday Home'

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

## Limits on what we will pay

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

- the Sum Insured for your contents
- \$2million for your legal liability
- the maximum you are entitled to under the standard benefit <u>'Temporary accommodation'</u> on page 6.

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

#### Some contents have limited cover

Some of your contents items have limited cover.

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

Full details of items and proof of ownership will be required if you need to make a claim.

#### Contents with adjustable event limits

The limits below are the most we will pay for the following groups of items for each individual event. You can choose to adjust the limit. If we agree, the most we will pay is the limit shown on your policy schedule.

Category of Contents	<b>Event Limit</b>
Works of art	\$10,000
Jewellery, including watches	\$5,000
Bicycles, excluding accessories	\$5,000
All cameras, including lenses (excluding accessories)	\$5,000
Business tools and professional equipmen	t \$3,000

#### Contents with fixed event limits

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

Category of Contents	Fixed event limit
Drones, including their parts and acc	essories \$5,000
Children's motorcycles and trikes that less than 50cc and only used off road	
Quad bikes, ATVs, dirt bikes and go-c that are only used off road	arts \$5,000
Unset precious or semi-precious gemstones or bullion	\$1,000
Cash, negotiable securities or vouche	ers \$500

### 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 comply with all the following conditions:

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

#### What you must not do after an event

You must not do any of the following:

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

#### Information you must give us after an event

As soon as possible, you must tell us:

- that the event happened, giving full details and circumstances of what has happened including details of everyone involved
- if any of your lost or stolen property is recovered.

### Other conditions you must comply with after an event

As soon as possible, you must:

- get our permission before you incur any expense, other than the reasonable cost of urgent work to prevent further loss
- send us all relevant communications you receive
- keep damaged property for our inspection, and allow us to inspect any building or other property where loss has occurred
- provide a detailed description of the lost, 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:

- · Repairing the item
- · Replacing the item
- Paying the Market Value.

Your claim may be settled as a total loss if the total value of your contents claimed exceeds the Sum Insured.

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

#### Repairing the item

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

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

#### Replacing the item

Where we consider that there is a nearest equivalent item available, we will settle your claim in the following ways:

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

#### Paying the Market Value

Where we consider that there is no suitable nearest equivalent item available, we will pay you what we determine as the Market Value. We will pay with cash, a voucher or a store credit.

All clothing, footwear and cosmetics will always be paid at the Market Value.

## 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 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.

## Standard benefits – cover automatically included

Your cover automatically includes the following benefits if we have accepted your claim under this policy.

#### Temporary accommodation

We will pay the reasonable costs of temporary accommodation for you, any family member, and your domestic pets if any of the following occurs:

- your home becomes uninhabitable due to loss covered by this policy
- your home becomes uninhabitable due to loss that would have been covered if we had insured your home
- you are prevented from accessing your otherwise safe and sanitary home by order or direction of government or local authorities during the period of insurance.

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

#### **Owner Occupied homes**

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

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

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

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

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

#### **Tenanted homes**

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

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

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

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

## What you are not covered for under temporary accommodation

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

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

## What happens if you are already receiving temporary accommodation

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

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

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

#### Hidden water damage

We will pay up to \$2,000 towards damage to your contents caused by rot, mould, mildew or deterioration.

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

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

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

- 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 home's walls, cupboards, floors, ceiling or roof.

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

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

#### Spoiled food

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

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

No excess applies for spoiled food claims, provided there is no loss to any other item of your contents.

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

#### Moving to a new home

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

#### Your cover while you are moving to a new home

Your cover will be reduced during the period from the removal of the contents from your previous home until they are placed in your new home.

During this time, your contents are only covered for loss caused by, arising from or involving any of the following:

- fire
- theft by forced entry into the vehicle used to move your contents
- a collision or overturning of the vehicle used to move your contents.

#### **Contents in storage**

We will cover your contents while they are kept in a storage facility that is operated by a commercial storage company.

This benefit is limited to loss caused by any of the following:

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

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

#### Children at boarding school

We will extend cover for contents in your children's or dependant's possession while they are temporarily living away from your home, in accommodation provided by a primary or secondary school.

This benefit is subject to the limits shown in this policy.

#### Children in tertiary accommodation

We will extend cover for contents in your children's or dependant's possession while they are temporarily residing away from your home, in accommodation provided by a tertiary educational institution.

The most we will pay is \$5,000 per child for any one event.

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

#### Family members in a rest home

We will extend cover for contents in your or a family member's possession while residing away from your home at a rest home or professional care facility.

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

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

## Optional benefits – cover you have chosen

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

#### **Excess-Free Hearing Aid Cover**

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

#### \$100 Excess on Eyewear

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

Eyewear includes spectacles, sunglasses, or contact lenses.

### Your legal liability

The most we will pay for legal liability is a total of \$2million 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 \$2million for your legal liability for damage to other people's physical property arising from an event in New Zealand during the period of insurance.

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

#### **Bodily injury**

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

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

#### Additional liability cover

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

- 'Children at boarding school'
- 'Children in tertiary accommodation'
- 'Family members in a rest home'.

#### What we do not cover under legal liability

You are not covered for any of the following:

- exemplary or punitive damages awarded against you
- legal defence costs, court costs and any levy, fine or penalty (other than a reparation order) arising from a prosecution of any offence under any Act of Parliament including regulations, rules or by-laws
- legal costs incurred by any other party that you agree to or are ordered to pay
- legal liability assumed by agreement, unless you would have been liable anyway.

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

- loss to property belonging to you or in your care, custody or control
- the ownership or possession of any animals other than domestic pets
- the ownership, possession, or use of any vehicle, trailer, aircraft or watercraft, other than those listed under 'What you are covered for' on page 2
- drones that are not used within the Civil Aviation Authority of New Zealand rules
- the ownership of land or buildings
- any profession, employment or business.

We also do not cover the exclusions found under 'What you are not covered for' from page 8.

## 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 have criminal intent, by any of the following:

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

This exclusion does not apply where the loss is as a result of fire or explosion caused by a tenant or their guest.

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

#### Wear and tear or gradual damage

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

- wear and tear, rust, or corrosion
- action of micro-organisms, rot, mould, mildew, fungi, smoke, or 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 contents.

This exclusion does not apply where cover is provided under the standard benefit <u>'Hidden water damage'</u> on page 6.

#### 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 contents that were not damaged in the event.

This includes, but is not limited to:

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

#### Faulty workmanship

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

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

#### Pests and pets

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

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

#### Contents removed from your home

This policy does not cover any loss caused to your contents while they are in transit to a new residence.

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

This exclusion does not apply to contents kept in a bank vault or bank safety deposit box, or sporting equipment and golf carts kept securely at a professional sporting facility.

This exclusion also does not apply where cover is provided under the standard benefits 'Moving to a new home' and 'Family members in a rest home' on page 7.

#### Contents used for racing

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

#### **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.

#### **Structural alterations**

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

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

#### Non-compliance of your home

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

#### **Excesses and other insurance**

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

This policy also does not cover you if cover is provided by other insurance or by a warranty or quarantee.

We will not contribute to any claim made under any other policy.

#### Consequential loss or costs you incur

This policy does not cover any of the following:

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

This exclusion includes 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 contents not being able to be used.

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

#### **Confiscation of your contents**

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

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

This exclusion does not apply where cover is provided under the standard benefit <u>'Temporary accommodation'</u> on page 6.

#### 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.

This exclusion does not apply where the loss is caused by natural disaster.

#### The Accident Compensation Act 2001

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

This policy also does not cover either of the following:

- failure by a victim to claim any amount they would be entitled to claim under the Act within the time required under the Act, or for any other reason
- the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason.

#### **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.

#### 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, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes, including the intention to influence any government and/or to put the public or any member of the public in fear
- nuclear weapons, ionising radiations
- 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, your partner, or any family member are convicted of any criminal offence
- you, your partner, or any family member have any insurance policy or claim avoided, declined, cancelled, not renewed, or have special terms imposed
- you change the address where your contents are normally kept or stored
- you change the nature of the occupancy or security of where your contents are normally kept
- you purchase anything that needs to have the event limit adjusted on your policy schedule, or you need to increase your value of cover
- your home will undergo any structural alterations or structural additions
- you change the use of your home or your profession, occupation or business, if run from your home.

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

If there is a change in these circumstances, 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 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 statements, 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 contents

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

#### You must not transfer your legal rights

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

## How we administer your policy

#### Paying your premium on time

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

We may reduce the period of insurance in line with the proportion of the unpaid premium if either of the following occur:

- you make a change to your 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 will 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**

#### Business tools and professional equipment

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

Business tools and professional equipment include equipment or tools that:

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

Business tools and professional equipment do not include business stock or materials.

#### **Bodily injury**

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

#### **Domestic pets**

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

#### **Drones**

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

#### **Event**

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

#### Family member

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

#### Flood

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

#### Guest

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

#### Home

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

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

#### **Insured address**

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

#### Loss

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

#### **Market Value**

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

#### Natural disaster

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

#### Nearest equivalent item

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

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

#### Period of insurance

When your policy starts and 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 all of the following:

- Who's insured
- · your cover type
- · your Sum Insured
- your adjusted event limits
- your excesses.

#### Reparation order

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

Reparation does not include any of the following:

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

#### Replacement value

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

#### **Sum Insured**

The Contents Sum Insured shown on your policy schedule. This is the amount determined when your policy begins and at each renewal.

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

#### Uninhabitable

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

#### Vehicle

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

#### Works of art

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

## Can we help with anything else?

#### Home Insurance

Protection for the place you love to call home.

#### **Contents Insurance**

Cover for your personal belongings at home and around New Zealand.

#### 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

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