

Here are the details of your Contents Insurance Policy



Welcome to AA Insurance

Thank you for choosing AA Insurance. When you need us, we'll get things sorted for you.

About your policy

This policy document explains your insurance cover, the benefits you'll receive, your responsibilities and how to make a claim. Please read it carefully and keep it in a safe place.

How to contact us

We value our customers and aim to deliver the best service possible. If you have any questions about your policy or need more information, please contact us. We're more than happy to help. We also appreciate and encourage your feedback – the good and the bad.

Sales, service and general enquiries

- Call us on 0800 500 213
- Email us at customerservice@aainsurance.co.nz
- Go to aainsurance.co.nz

To make a claim or enquire about your existing claim

- Call us on 0800 500 216
- Email us at myclaim@aainsurance.co.nz
- Go to aainsurance.co.nz

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Introduction

Your insurance contract consists of:

- this policy document, and
- your most recent **policy schedule** we have sent you, either electronically or in printed form.

We agree to provide cover as set out in this policy document as long as you have paid the premium due.

If there is a conflict between the information in this policy document and your **policy schedule**, your most recent **policy schedule** will prevail. Your policy document and **policy schedule** are designed to be read in conjunction with one another, it is important these are read together.

If you have any questions or need more information, please contact us.

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 cover began, provided you have not made a claim. We will then refund in full any premium you have paid.

Words with specific meaning

Words in bold have specific meaning and are explained in the 'Definitions' section at the end of this policy document.

The words 'we', 'us' or 'our' mean AA Insurance Limited.

The words 'you' or 'your' mean the people listed as 'Who's insured' on your **policy schedule**.

Headings

Headings used in this policy document are purely descriptive in nature and not to be used for interpretative purposes.

Currency

All amounts referred to in your policy are expressed in New Zealand currency and include Goods and Services Tax (GST). All claims will be paid in New Zealand currency.

Governing law

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

What you are covered for

Cover for loss to your contents

We will insure you for **loss** during the **period of insurance** to your contents while they are in and around your **home**, or while they are temporarily removed from your **home** within New Zealand.

Your contents includes

The words 'your contents' mean tangible items in your care, custody or control, for which you are legally responsible. They must belong to, or be hired by, you or a **family member** and be normally kept in and around your **home**. Your contents includes all of the following items:

- household goods and personal property
- jewellery and watches
- clothing, footwear and cosmetics
- furniture and furnishings, rugs, lamps, blinds and curtains
- domestic appliances not permanently plumbed into or wired into your home
- computers, laptop computers and tablets
- computer equipment including associated hardware and accessories, and copy-written purchased software for which you hold a licence (but not custom-written software, or data)
- cameras, video cameras, photocopiers and telephones
- hearing aids and spectacles
- musical instruments and musical equipment
- tools, gardening equipment, domestic garden appliances including ride-on lawn mowers
- business tools and professional equipment
- canoes, kayaks, children's inflatables, surfboards, windsurfers, kiteboards, surf skis and wave skis, paddleboards
- cash, negotiable securities, vouchers
- documents and certificates
- portable swimming pools, saunas or spa pools
- works of art
- remote-controlled models or toys, and **drones**, provided that they are used in accordance with the Civil Aviation Authority of New Zealand rules
- bus, ferry or train tickets for travel within New Zealand
- wheelchairs and mobility scooters
- sporting equipment including golf carts, these may be kept securely at a professional sporting facility
- children's motorcycles
- **vehicle** or watercraft spare parts or spare accessories that are not in or attached to a **vehicle** or watercraft.

Your contents excludes

Your contents excludes all of the following items:

- carpets and fixed floor coverings
- lawns, plants, trees, shrubs or hedges
- land, earth or fill
- animals of any kind
- boats and watercraft, other than those listed in 'Your contents includes' on page 4
- motor vehicles, motorcycles, or any other mechanically propelled vehicles including trail bikes, quad bikes, mini bikes and go-carts (the parts of and accessories in or attached to any of these items are also excluded)
- trailers or caravans
- keys to any motor **vehicles**, motorcycles, trailers, caravans, or any other mechanically propelled **vehicles** including trail bikes, quad bikes, mini bikes and go-carts
- aircraft or aerial devices, including paragliders and parachutes, which are regulated by the Civil Aviation Authority of New Zealand, other than those listed in 'Your contents includes' on page 4
- cheques, travellers cheques, lottery tickets, coupons, or tickets other than those listed in 'Your contents includes' on page 4
- stock, property or materials used for earning income, or in a business, except business tools and professional equipment
- any item which you own or which you are responsible for, but for which you have not yet taken physical possession, even if the item is within your care, custody or control
- any artificial body parts, surgical implants, or attachments that are permanently fitted to you or to any animal.

Cover for damage you're legally responsible for

We will cover your legal liability arising from an **event** in New Zealand during the **period of insurance** where you have caused:

- **loss** to other people's physical property and you are ordered to pay damages, or
- bodily injury to other people and you are ordered to pay a reparation order.

The most we will pay is \$2million in total under this benefit for any one **event**. We will pay up to:

- \$2million for damage to other people's property, including related legal costs and expenses incurred with our consent
- \$250,000 for **bodily injury**, not including related legal costs and expenses incurred by you.

This extends to those covered under 'Cover for your children at boarding school' and 'Cover for your children at tertiary accommodation', and 'Cover for a family member at a rest home' on page 9.

You can only claim on legal liability under one policy per event.

What we don't cover under legal liability

We don't cover 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 don't cover 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 'Your contents includes' on page 4
- **drones** that are not used in accordance with the Civil Aviation Authority of New Zealand rules
- the ownership of land or buildings
- pollution or contamination
- any profession, employment or business
- racing or timed events.

We also don't cover the exclusions found under 'What we don't cover' from page 13.

Cover for temporary accommodation

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

- your **home** becomes **uninhabitable** due to **loss** covered by this policy, or **loss** covered by the Earthquake Commission, or
- your **home** becomes **uninhabitable** due to **loss** that would have been covered if we had insured your **home**, or
- 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**.

We will also pay for the temporary storage of your contents, including the removal and return of your contents from storage or temporary accommodation.

The most we will pay under this benefit for any one **event** is:

- \$20,000, up to a period of 12 months, if your **policy** schedule shows your contents are kept in an Owner Occupied home, or
- any increase above the rent you were previously paying, up to a period of four weeks, if your **policy schedule** shows your contents are kept in a Tenanted **home**.

In the **event** of an earthquake or tsunami covered by this policy, or covered entirely by the Earthquake Commission we may at our sole discretion pay up to \$40,000 and extend the 12 month limit, if your **policy schedule** shows your contents are kept in an Owner Occupied **home**.

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

- your **home** has been repaired, rebuilt, or is habitable again, or
- you move into another home you own, if your policy schedule shows your contents are kept in an Owner Occupied home, or
- you move into another Tenanted home, if your policy schedule shows your contents are kept in a Tenanted home, or
- we settle your claim.

If you are already receiving cover for temporary accommodation and another **event** occurs, the most we will pay for all claims or **events** combined is the amount you are entitled to under this benefit.

If you are entitled to temporary accommodation under any other policy, there is no cover under this benefit.

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

This benefit does not apply where your **policy schedule** shows your contents are kept in your Holiday Home, or where the **loss** is to land only.

Cover for natural disaster

Your total premium for this policy includes an amount for natural disaster insurance which is provided by the Earthquake Commission and is called EQCover.

We will pay the difference between the amount the Earthquake Commission pays you, 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.

This benefit will apply if we accept your claim and all the following occur:

- your contents suffer 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 value of the **loss** is higher than your cover under EQCover.

Cover for hidden water damage

We will pay up to \$2,000 towards damage to your contents caused by rot, mould, mildew or deterioration resulting from the ongoing leak or overflow of a hidden internal:

- water pipe forming part of a heating, water reticulation, or plumbing system (not including gutters or pipes within appliances), or
- water storage tank, or
- waste disposal which is permanently connected or contained within its walls, cupboards, floors, ceiling or roof.

This benefit will only apply if:

- you could not have discovered the damage immediately, and
- the damage was not visible, noticeable or obvious, and
- the damage occurred during the **period of insurance**.

There is no cover for any other gradually occurring damage.

There is no cover for damage to the pipe, tank or waste disposal.

Cover for 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.

We will not make any payment under this benefit for food that has been kept in connection with a business.

Cover for moving to a new home

If you are moving to a new **home**, we will cover your contents at both addresses for 14 days from when you start moving. During the period from the removal of the contents from your previous **home** until they are placed inside your new **home**, your contents are only covered for **loss** caused by, arising from, or involving:

- 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.

Cover for contents in storage

We will cover your contents for a maximum of 12 months while they are kept in a storage facility operated by a commercial storage company.

Cover under this benefit is limited to **loss** caused by any of the following:

- fire, explosion or lightning
- storm or flood
- burglary 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, animal, falling trees or branches.

Cover for your 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** at accommodation provided by a primary or secondary school.

The cover provided under this benefit is subject to all the maximum limits shown in this policy.

Cover for your children at 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.

Cover for your family member at a rest home

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

The most we will pay is \$10,000 per **family member** for any one **event**. We will only pay for theft if forced entry has occurred.

Optional benefits

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

Excess-Free Hearing Aid Cover

No excess applies to claims for **loss** to your hearing aids provided there is no **loss** to any other item of your contents.

\$100 Excess on Eyewear

The total excess that applies to claims for **loss** to your eyewear will be \$100, provided there is no **loss** to any other item of your contents.

Eyewear includes spectacles, sunglasses and contact lenses.

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 legal liability
- the maximum you are entitled to under the standard benefit 'Cover for temporary accommodation' on page 7.

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

Contents with limited cover

Some items of your contents have limited cover. You must pay your excess towards each individual **event**, even if the items you are claiming for are subject to a limit. Full details of items and proof of ownership will be required if you need to make a claim.

Contents with adjustable event limits

The limit below is the most we will pay for the following groups of items for each individual **event**, unless you have chosen to adjust the limit. If we have agreed to adjust the limit, the most we will pay is the limit listed on your **policy schedule**.

Category of Contents	Event Limit
Works of art	\$10,000
Jewellery, including watches	\$5,000
Bicycles, excluding accessories	\$5,000
Cameras, including all lenses (excluding accessories)	\$5,000
Any coin, stamp, card or medal collection	\$5,000
Business tools and professional equipment	\$3,000

Contents with fixed event limits

The limit below is 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 accessories)	\$5,000
Children's motorcycles	\$5,000
Unset precious or semi-precious gemstones or bullion	\$1,000
Cash, negotiable securities or vouchers	\$500

Private or business use

You must tell us if there are any changes to:

- the use of your **home**, or
- your profession, occupation or business, if run from your **home**.

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. There is no cover for your contents if your **home** is used in connection with a profession, occupation or business, except where cover is provided under the adjustable event limit '**business tools and professional equipment**' on page 11.

Business use

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

- used in connection with a profession, occupation or business, and
- used for private or domestic purposes.

Any **business tools and professional equipment** are subject to the adjustable event limit on page 11.

Cover for unoccupied homes

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

Owner Occupied and Tenanted

If your **policy schedule** shows your contents are usually kept in your Owner Occupied or Tenanted **home**, and your **home** is unoccupied for more than 60 days, the additional long-term Unoccupied excess shown on your **policy schedule** applies to **loss** occurring on or after day 61.

Holiday Homes

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.

What we don't cover

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

If there is intentional damage

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from or involving acts or omissions which are intentional, reckless, deliberate, malicious or have criminal intent by:

- you or anyone living with you
- any **guest** in your **home**, or
- any tenant or their **guest** other than **loss** as a result of fire or explosion caused by the tenant or their **guest**.

This exclusion does not apply for theft by a **guest** in your **home**, provided that you take all reasonable precautions in inviting the **guest** into your **home**.

If there is wear, tear or gradual damage

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from or involving wear and tear, rust, corrosion, action of micro-organisms, rot, mould, mildew, fungi, smoke, particles, and action of light, atmospheric or climatic conditions.

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from or involving gradual deterioration or depreciation of your contents, except where cover is provided under the benefit 'Cover for hidden water damage' on page 8.

If mechanical or electrical breakdown occurs

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from, or involving:

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

This exclusion does not apply where the **loss** results from a sudden, unforeseen and physical accidental external cause.

If there is damage by pests or pets

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from or involving:

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

If there is faulty workmanship

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from or involving poor, sub-standard, defective or faulty workmanship, design or manufacture, or involving any structural or inherent defect.

If your contents are removed from home

There is no cover for any **loss** caused to your contents while they are in transit to a new residence, except where cover is provided under the benefit 'Cover for moving to a new home' on page 9.

There is no cover for 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 to sporting equipment and golf carts kept securely at a professional sporting facility. It also does not apply where cover is provided under the benefit 'Cover for your family member at a rest home' on page 9.

If there is loss caused by the process of cleaning or restoration

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from or involving the process of cleaning and restoration where inappropriate or unsuitable materials or methods are used.

If there is consequential loss

There is no cover for **loss** of use of your contents or consequential losses of any kind. This includes any loss of income, loss of or reduction in value, additional costs, expenses and liability incurred due to your contents not being able to be used.

If there is reduction in value

There is no cover for the reduction in value of your contents from any cause.

If you incur costs

There is no cover for costs or expenses you may incur in order for you to prove or assist us with your claim. This may include your time, anyone else's time or materials used.

There is no cover for repairs that are not related to your claim.

If there is loss of electronic data

There is no cover for **loss**, cost or liability, directly or indirectly caused by, arising from or involving interference with or **loss** of or to any electronic data. This includes **loss** caused by a computer virus, or deletion or corruption of electronic data. There is no cover for 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.

If there is existing damage

There is no cover for **loss** to your contents which happened before your policy started.

If there is undamaged property

There is no cover for any part of the **loss**, cost or liability:

- associated with the cost of painting, repairing or replacing an area, set or part of your contents that was not damaged in the **event**, or
- arising because paint, features, fabrics, or other parts of the contents are not able to be matched.

If your contents are confiscated

There is no cover for any **loss**, costs or liability connected in any way with your contents being confiscated or seized by anyone with a financial interest in your contents.

There is no cover for any **loss**, cost or liability connected in any way with confiscation, destruction, acquisition, designation, or decision by government or local authorities, except where cover is provided under the benefit 'Cover for temporary accommodation' on page 7.

If there are structural alterations

There is no cover for **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, or
- structural additions or structural alterations to your home.

If there is vibration or removal of support

There is no cover for **loss**, cost or liability, directly or indirectly caused by, arising from or involving vibration, removal of support or weakening of support from either the land or buildings.

If your contents are used for racing

There is no cover for **loss**, cost or liability, directly or indirectly caused by, arising from or involving your contents while in use during a racing or timed event.

If the Accident Compensation Act 2001 applies

There is no cover for amounts which are covered under the provisions of the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

There is also no cover for:

- a 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, or
- the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason.

If an excess applies

There is no cover for your excess on this or any other policy.

If your home is not compliant

There is no cover for **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.

If there is natural disaster damage

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from, or involving erosion, landslide, earth movement, earthquake, tsunami, hydrothermal or volcanic activity, subsidence or any other **natural disaster**, except where cover is provided under the benefit 'Cover for natural disaster' on page 8.

If there is pollution or contamination

There is no cover for 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.

If there is other insurance

There is no cover under this policy where cover is provided by other insurance or by a warranty or guarantee. We will not contribute towards any claim made under any other policy.

If there is a war or nuclear incident

There is no cover for any **loss**, cost or liability, directly or indirectly caused by, arising from, or involving:

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power
- nuclear weapons, ionising radiations, or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel.

If there is a terrorism incident

There is no cover for **loss**, cost or liability, directly or indirectly caused by, arising from, or involving an act of terrorism.

An act of terrorism means any act, including but not limited to the use of force or violence, or the threat thereof, 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.

Making a claim

You can make a claim by calling us at any time on **0800 500 216**.

It is a condition of your policy that you must co-operate with us and give us any information or help we ask for in relation to your claim.

Immediately after an **event** occurs, you must comply with the following conditions:

- take all reasonable steps to prevent further **loss**
- inform the police in the case of theft, burglary or vandalism, or the attempt at these
- not admit liability
- not, without our consent, incur any expense or negotiate, pay, settle, or make any agreement in relation to any claim
- notify us immediately if you or any person entitled to cover is charged with any offence (other than in connection with the use of your **vehicle**) which has resulted in **bodily injury** to another person
- not make any offer of reparation (including as part of any case management conference or sentencing hearing) without our written approval.

As soon as possible you must also:

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

If you do not comply with these conditions

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

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

Your excess

An excess is the amount you have to pay for each individual event when you make a claim. The total excess is determined by the circumstances of your claim; you might have to pay more than one type of excess when you claim. The amount and types of excesses are shown on your **policy schedule**.

Your excess must be paid towards each **event** and may be deducted from the total settlement amount we pay for a claim, even if the items you are claiming on are subject to a limit.

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

Noting interested parties

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

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.

If your claim is accepted, you must let us take possession of any damaged, lost or stolen items that are recovered.

Repairing the item

We will repair, or pay for the repair of the item using a supplier of our choice.

Replacing the item

Where we consider that there is a **nearest equivalent item** available we will:

- replace the item with the **nearest equivalent item**, or
- make a payment to you in the form of cash, voucher or 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 what we determine as the **Market Value** and make a payment to you in the form of cash, voucher or store credit.

Certain items, including all clothing, footwear and cosmetics, will always be paid at the **Market Value**.

Matching appearance

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**.

Classifying your contents as a total loss

We will classify your contents as a total loss if the total value of your claim exceeds the **Sum Insured**. When we settle a claim for a total loss, your policy ends on the date of the **event** and you are not entitled to any refund of premium.

The total premium for the entire **period of insurance** must be paid in full before the claim is settled.

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 gain benefit of any cover under this policy. No claim will be payable where any person covered under this policy does not meet any of the terms and conditions.

Nothing in this policy affects the common law rights of either party, including our right to avoid your policy for non-disclosure. If we avoid your policy, any claim payments we have made to you or related costs we have paid must be refunded to us.

You must tell us if there are any changes in circumstances

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 your address, or the address where your contents are normally kept
- 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 the type of Business use changes.

As a result of these changes in 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** confirming the change and the date from which the change became effective.

If you do not agree to the changes to policy terms, cover, limits or premium, you may cancel the policy and you will be refunded the 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 and answer honestly, correctly and completely all questions we ask you.

If any claim under this or any other policy with us is supported by any incorrect, incomplete, or fraudulent information or statement, then your claim is not payable and this policy will be automatically terminated from the date that the information or statement was supplied to us, or the statement or fraudulent claim was made to us. We may also terminate any other policy you have with us at the same time.

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.

You are jointly insured

All people listed as 'Who's insured' on your **policy schedule** are jointly insured and are considered to act with the expressed authority of each other. This means that if anyone does or fails to do anything so that there is no cover, there will be no cover for any of the people listed on your **policy schedule**. 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, or cancel the policy.

How we administer your policy

Paying premiums

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

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

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

Sending notices

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

Cancellation

Cancellation by you

You may cancel your policy at any time. If you cancel outside the cooling-off period and you have not made a claim, we will refund you any amount we owe after the cancellation date, less any cancellation fee shown on your **policy schedule**.

Cancellation by us

We may cancel your policy at any time by sending you a notice to this effect. The cancellation will take effect on the 7th day after the notice has been sent. We will refund you any amount we owe after the cancellation date.

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**. These include equipment or tools you have purchased under a business or company. These also include equipment or tools belonging to or hired by you or any **family member**, or which are in your care, custody or control and for which you are legally responsible.

Bodily injury

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

Children's motorcycles

A motorcycle, quad bike or trike which is less than 50cc and only used off road.

Collection

A group of items whose collective value is more than the sum of the individual values of each item.

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 which don't require a licence to operate.

Event

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

Family member

Any spouse, relative, in-law or dependant normally living with you and 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, as well as 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, which 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. It is shown on your **policy schedule**.

Loss

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

Market Value

The value of the item in New Zealand that is of 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.

Nearest equivalent item

An item that is readily available in New Zealand with the same functions, characteristics and specifications, but not the brand, price, or colour of the damaged or lost item.

Period of insurance

The period of insurance shown on your **policy schedule**.

Policy schedule

The most recent policy schedule we have sent you which includes Who's insured, your cover type, your **Sum Insured**, adjusted event limits, and excesses.

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 available to us from our suppliers.

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:

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

Sum Insured

The Contents Sum Insured shown on your **policy schedule**. The Sum Insured is the amount determined when your policy begins and at each renewal. It is shown on your **policy schedule** and you can discuss the value with us at any time. By paying your premium, you have accepted the Sum Insured.

Uninhabitable

Your **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 **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 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.

Let's get it sorted

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 in place to assist you if needed.

If there is anything you don't understand in this policy document, or if you have any queries, please contact us on **0800 500 213**.



Can we help with anything else?

Home Insurance Protection for the place you love to call home.

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.

We're here to help you

Call us anytime 0800 500 213

Visit us online

aainsurance.co.nz

Or come in and see us at your nearest

AA Centre

