

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

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

Your insurance contract consists of all of the following:

- · this policy document
- the most recent **policy schedule** we have sent you
- the information you provided to us in your application or declaration
- any information you provide to us regarding any change in circumstances

whether you have received or provided this information verbally, or have completed, accessed or received versions of these documents electronically or in printed form.

It is important you read your policy document and **policy schedule** carefully. 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 in this policy

The words 'we', 'us' or 'our' mean AA Insurance Limited. The words 'you' or 'your' mean the person or persons listed as 'Who's insured' on the **policy schedule**. 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 living with you and be normally kept in and around your **home**. In addition there are other words in bold that have a specific meaning and are explained in the 'Definitions' section at the end of this policy document.

#### Headings

Where headings are used in this policy, the headings or references are purely descriptive in nature and are not to be used for interpretative purposes.

#### Goods and services tax

All amounts referred to in your policy are inclusive of Goods and Services Tax (GST).

#### 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

Your contents includes all of the following tangible items which are in your care, custody or control and for which you are legally responsible:

- · 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, fax machines and telephones
- · hearing aids and spectacles
- · musical instruments and musical equipment
- · tools and gardening equipment
- domestic lawn and garden appliances including ride-on lawn mowers
- · business tools
- · sporting equipment
- canoes, kayaks, children's inflatables, surfboards, windsurfers, kiteboards, surf skis and wave skis, paddleboards
- money
- · documents and certificates
- · wheelchairs and mobility scooters
- portable swimming pools, saunas or spa pools
- · works of art
- remote-controlled models or toys
- · bus, ferry or train tickets for travel within New Zealand
- · children's motorcycles
- · golf carts
- 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:

- · 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 5
- 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, caravans, or aircraft
- cheques, travellers cheques, lottery tickets, coupons, or tickets other than those listed in 'Your contents includes' on page 5
- stock, property or materials used for earning income, or in a business, except business tools
- 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 private or business use

#### Private use

If the **policy schedule** shows the **home** is used for private use then your contents are only covered when used for private or domestic purposes. There is no cover when your **home** is being used in connection with a business, profession, or occupation.

#### **Business** use

If the **policy schedule** shows the **home** is used for business use then your contents are covered when used in connection with a business, profession, or occupation in addition to being covered for private or domestic purposes. However, a fixed event limit will apply to **business tools**.

You must tell us if you change the use of the **home** or your business, profession or occupation changes.

#### Cover for your legal liability

We will pay for your legal liability for **loss** to physical property in New Zealand arising from an **event** during the **period of insurance**. This extends to your children who are covered under 'Cover for your children at boarding school' on page 16 and 'Cover for your children at tertiary accommodation' on page 16.

We will pay up to \$2million for any one **event**. This includes related legal costs and expenses incurred with our consent.

Legal liability, costs or levies imposed under the Forest and Rural Fires Act 1977 are also included.

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 don't cover under legal liability

We don't cover any of the following:

- · exemplary or punitive damages awarded against you
- legal costs incurred by any other party that you may be ordered or agree 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 your own property, or property in your care, custody or control
- intentional acts by you or any family member living with you
- 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 5
- the ownership, possession, or use of any remote controlled aircraft or unmanned aerial devices
- · illegal or unlawful activities or events
- · the ownership of land or buildings
- · pollution or contamination
- · any business, profession or employment
- · racing or timed events.

We also don't cover the exclusions found under 'What we don't cover' on page 21.

# 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 14.

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

# Conditions of 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.

#### What you must do

Immediately after an event occurs, you must:

- 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.

As soon as possible you must also:

- inform us of the event and give the 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 as soon as possible
- keep damaged property for our inspection and allow us to inspect any building or other property where loss has occurred
- provide a detailed description of the lost, damaged or stolen items, proof of ownership and any other information or evidence that we may require
- 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 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 the **policy schedule**. You must pay your excess towards each **event**, 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.

# How we will settle your claim

We will choose to settle your claim by repairing the item, replacing the item or by paying the Market Value.

#### 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

We may determine that there is no suitable **nearest equivalent item** available and we will settle those claims on the basis of the **Market Value** of the item. There are certain other items that will always be settled on the basis of the **Market Value** including all clothing, footwear and cosmetics. Where we settle your claim at **Market Value** we will make a payment to you in the form of cash, voucher or store credit for the **Market Value** of the item.

#### 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 that form 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**.

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

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.

#### **Having interested parties**

If you have a party who has a financial interest in property covered by this policy, such as a bank or finance company, we may partially or fully settle a claim by making payment to them. This payment will either go towards meeting or completely fulfilling our obligations under this policy. However, this interested party is not covered by this policy and does not have any right to make a claim under this policy. By noting an interested party on the **policy schedule**, you are authorising us to disclose your personal information to the interested party.

# Standard benefits

The following benefits are automatically included in your cover.

#### Cover for temporary accommodation

If your **home** becomes **uninhabitable** due to **loss** which is covered by this policy or by the Earthquake Commission, we will pay the reasonable cost of temporary accommodation for you, any family member living with you and your **domestic pets**.

We will also pay the reasonable costs of temporary accommodation where your **home** is otherwise safe and sanitary, but you are prevented from accessing it by order or direction of government or local authorities made during the **period of insurance**.

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

If you, or a member of your household, have a 'temporary accommodation' benefit with us under any other policy, you are only entitled to payment of this benefit under one policy per **event**.

We will not pay this benefit where:

- the policy schedule shows your contents are kept in your holiday home, or
- · where the loss is to land only.

#### **Owner Occupied**

If the **policy schedule** shows your contents are kept in your Owner Occupied **home**, we will stop paying for temporary accommodation as soon as any of the following occurs:

- · uour home has been rebuilt or repaired
- · your home is no longer uninhabitable
- · you move into another home you own
- we settle your claim under this policy
- we have provided temporary accommodation for a total period of 12 months, or
- we have paid \$20,000.

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 extend the 12 month limit and pay up to \$40,000 for temporary accommodation.

If you are receiving cover for temporary accommodation and you claim for another **event** for which you could receive temporary accommodation cover, the most we will pay is \$20,000 for all claims or **events** combined

#### Renting

If the **policy schedule** shows your contents are kept in a **home** you are renting, we will stop paying for temporary accommodation as soon as any of the following occurs:

- · your home has been rebuilt or repaired
- your home is no longer uninhabitable
- · you move into another rental home
- we settle your claim under this policy
- we have provided temporary accommodation for a period of four weeks.

Where you occupy the **home** as a tenant, we will only pay the increase in rent above the rent you were previously paying.

If you are receiving cover for temporary accommodation and you claim for another **event** for which you could receive temporary accommodation cover, we will provide temporary accommodation for a maximum period of four weeks for all claims or **events** combined.

#### 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 EOCover.

Where we accept a claim under this policy, 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 all of 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 your claim for **loss** under this policy is higher than your cover under EQCover.

#### Cover for resulting gradual damage

We will pay up to \$2,000 towards repairing resulting gradual damage to your contents, provided the resulting physical damage is caused by the leaking or overflowing of a:

- · water pipe, or
- · waste disposal pipe, or
- · water storage tank

which is hidden from view within the residential building and is permanently connected or contained within its walls, cupboards, floors, ceiling or roof.

This benefit will apply only if you could not have discovered the damage immediately, and the damage was not visible, noticeable or obvious. We only cover the damage that occurred during the **period of insurance** under this policy. We don't cover any other gradually occurring damage.

#### Cover for your children at boarding school

We will extend cover for contents in your children's possession while they are temporarily living away from the **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 possession while they are temporarily residing away from the **home** in accommodation provided by a tertiary educational institution. The most we will pay is \$5,000 per child for any one **event**. However, we will not pay for theft unless there is violent or forced entry to the building or room where the contents are kept.

#### Cover for spoiled food

We will pay up to \$1,000 for any one **event** where food is spoiled as a result of a refrigerator stopping, breaking down, or 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 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.

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

- · fire, explosion or lightning
- · storm or flood
- · burglary by violent or 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 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 violent or forced entry into the vehicle used to transport your contents
- a collision or overturning of the vehicle used to transport your contents.

# Cover for unoccupied homes

#### **Owner Occupied and Renting**

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

#### **Holiday Homes**

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

# Optional benefit

If you have chosen to include the following benefit it will be shown on the **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.

## Contents with limited cover

Some items of your contents have limited cover. The limits below show the most we will pay for those items following **loss** caused by any one **event**.

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

#### **Specified item limits**

Unless they are noted separately on the **policy schedule**, the amount of cover per **event** for the following items is limited to the event limit listed below

Item	Event limit
Works of art	\$10,000
Jewellery, including watches	\$5,000
Bicycles, excluding accessories	\$5,000
Cameras, including lenses (excluding accessories)	\$5,000
Any coin, stamp, card or medal <b>collection</b>	\$5,000

If the event limit shown in the table is not sufficient to cover the cost of your items, you need to advise us so that we can note the items and increase the event limit.

If you choose to change the event limit for any items in the table, we will not pay more than the limit we have agreed with you and which is stated on the **policy schedule**.

#### **Fixed event limits**

The following items have a fixed limit of cover and this cannot be changed. The most we will pay for any of these items for any one **event** is outlined below.

Item	Fixed event limit
Business tools	\$1,000
Unset precious or semi-precious gemstones or bullion	\$1,000 (NZD)
Children's motorcycles	\$1,000
Remote controlled aircraft or unmanned aerial devices	\$1,000
Money	\$500 (NZD)
Documents and certificates	\$500

# 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 intentional, reckless, deliberate, malicious or criminal acts or omissions 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 reasonable care in inviting the **guest** into your **home**.

#### If your contents are removed from home

There is no cover for any **loss** caused to your contents whilst 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 17.

There is no cover for any **loss** caused to your contents removed for exhibition or sale.

There is no cover for any **loss** to contents permanently removed from your **home**, except for those kept in a bank vault or bank safety deposit box, or golf carts which are kept at a golf club.

# 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 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 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.

#### 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, tearing, soiling, or vomiting by your domestic pets.

#### 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.

#### If there is consequential loss

There is no cover for **consequential loss** of any kind.

#### If there is reduction in value

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

#### 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 wear, tear, depreciation 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 resulting gradual damage' on page 16.

#### 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 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 an excess applies

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

#### 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 costs which are covered under the provisions of the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

#### 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 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 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 you or anyone else's time or materials used.

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

#### 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 15.

#### If there is 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 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.

# **Policy conditions**

# 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 living with you are convicted of any criminal offence
- you, your partner, or any family member living with you have any insurance policy or claim avoided, declined, cancelled or not renewed
- 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 be specified on the 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 there is an alteration to your premium, which remains unpaid then we can reduce the **period of insurance** in line with the proportion of the unpaid premium.

#### You must not transfer your legal rights

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

#### You must give full and accurate statements

Your policy with us relies on the accuracy of the information you provide to us. 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 or incomplete information or statement or is in any respect fraudulent, then your claim is not payable and this policy will be automatically terminated from the date that the incorrect information 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 are jointly insured

All people listed as 'Who's insured' on the **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 the **policy schedule**. Each person listed under 'Who's insured' on the **policy schedule** has the right to make a change to the policy, make a claim under the policy, or cancel the policy.

# If you breach policy terms and conditions

Some parts of this policy can cover other parties as well as you. To gain benefit of any cover under this policy, they must meet all the same conditions and obligations that you are required to meet.

No claim will be payable where any person covered under this policy breaches 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.

# How we administer your policy

#### If we send notices

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

#### If you pay your premium by instalment

If we have agreed to accept payment of your premium by instalment, where any instalment is overdue all benefits under this policy will be suspended from the date the first unpaid instalment was due. Your policy will be automatically cancelled if any premium instalments remain unpaid for 28 days. Because this cancellation is automatic you will not be sent a cancellation notice.

### Cancellation

#### Cancellation by you

You may cancel this policy at any time. If you cancel this policy outside the cooling-off period and you have not made a claim, you will be refunded the unused portion of your paid premium, less the cancellation fee shown on the **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 the unused portion of your paid premium.

# **Definitions**

#### **Business tools**

Tools of trade and professional equipment which are used by you or any family member living with you principally to earn income. These include tools belonging to or hired by you or any family member living with you, or which are in your care, custody or control and for which you are legally responsible.

#### 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.

#### Consequential loss

Additional expense, cost, liability or loss arising as a consequence of an **event**. This includes any loss of income, loss of value, loss of use, additional costs, and liability.

#### **Documents and certificates**

Passport, drivers licence, firearm licence, marriage licence, birth certificate, death certificate and any certificate awarded by a recognised authority.

#### **Domestic pets**

A domestic animal which you own and which lives with you at your **home**, for example a cat, dog or bird.

#### **Event**

A sudden, accidental 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, as well as the runoff, accumulation, or pooling of water.

#### 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 the **policy schedule**.

#### Loss

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

#### **Market Value**

Is the amount necessary to replace the item in New Zealand with an item that is of equivalent age and capability, with due allowance for age, wear, tear, depreciation, and prior maintenance.

#### Money

Cash, negotiable securities, vouchers, and unexpired airtime on a cell phone.

#### 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 features, functions and characteristics, but not the brand or price, of the damaged or lost item.

#### Period of insurance

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

#### Policy schedule

The most recent policy schedule we have sent you.

#### 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.

#### **Sum Insured**

The Contents Sum Insured shown on the **policy schedule**. The Sum Insured is the amount determined when your policy begins and at each renewal. It is shown on the **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 the **home**. It does not mean a disinclination by you to remain in an otherwise safe and sanitary **home**.

#### Unoccupied

You or a person you authorise are not living in your **home** as a residence and the property is not being visited more than weekly.

#### 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.

#### Water pipe

A hollow, complete cylinder through which water flows as part of a heating, water reticulation or plumbing system. This does not include qutters, or pipes within appliances.

#### 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 accidently 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

