



Supersurance

CONTENTS INSURANCE

POLICY WORDING

Supersurance / CONTENTS INSURANCE POLICY

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INTRODUCTION

WELCOME

This is your SUPERSURANCE CONTENTS policy wording. For your peace of mind it is important you read and understand your policy. It is written in plain English so you know what it does cover and what it does not. If there is anything you do not understand in your policy, please ask us to explain it to your satisfaction.

If you are not satisfied with this policy, please refer to Part A5.

PART A: GENERAL INFORMATION *THIS APPLIES TO ALL PARTS OF THIS POLICY*

A1: READING THIS POLICY

If a word is shown in **bold**, it has a defined meaning. There is a list of these words and what they mean in Part K: DEFINITIONS.

INFORMATION PANELS

Shaded panels like this give extra information. They are part of the policy wording.

A2: OUR AGREEMENT

In return for **you** paying the premium, **we** will provide the insurance cover described in this policy. The policy is made up of:

1. the application;
2. this policy wording;
3. the **schedule**;
4. any other notice **you** give **us**.

A3: DUTY OF DISCLOSURE - WHAT WE MUST BE TOLD

WHEN YOU APPLY FOR INSURANCE OR RENEW IT

When **you** apply for insurance **you** have a legal duty of disclosure.

All statements made must be true and correct, and **you** must tell **us** everything **you** know (or could reasonably be expected to know) which would influence the decision of a prudent underwriter:

1. whether to give **you** insurance; and
2. if insurance is given, what terms will apply and how much it will cost.

You also have this duty each time **your** policy renews, and when **you** make any change to it.

If **you** fail to comply with the duty of disclosure, the law says that this policy never existed, and **we** return any premium **you** have paid.

If **you** are not sure whether **you** need to disclose a particular fact, please ask **us**.

WHILE INSURANCE IS IN FORCE

While this policy continues **you** must tell **us** as soon as **you** know about any of these:

1. if any **contents** are moved from the **home** to another permanent address;
2. if the use or occupation of any part of the **home** changes to include any **business** use;
3. if **you**, or any person who has property covered by this policy, commits, is charged with, or is convicted of, any criminal offence (but not any traffic offence).

If **we** are told about a change, **we** may alter the premium or the terms of this policy (or both) immediately. If **we** are not told, **we** may either decline any claim made for a **loss** after the change, or avoid this policy from the date of the change.

LIMITED COVER IF CIRCUMSTANCES CHANGE

In some circumstances this policy automatically stops providing cover or changes to provide limited cover only. These include:

1. if the **home** is lifted or shifted (see Part C1);
2. if structural alterations or repairs are done to the **home** (see Part C1);
3. if the **home** is not occupied for more than 60 days (see Part C4).

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A4: 48 HOUR RESTRICTION

You are not covered for **loss** that occurs during the first 48 hours of this policy, caused by storm, flood or landslip. This only applies when **you** first take the policy out with **us**.

However, this exclusion does not apply where this policy started immediately following another policy that also insured the same property against the risks of storm, flood and landslip.

A5: 14 DAY REVIEW PERIOD

Please read the policy carefully. If **you** are not satisfied with it and **you** tell **us** in writing within 14 days of the date cover starts, **you** may cancel the policy if no claim is made. If **you** choose to do this, **we** will return any premium **you** have paid.

PART B: YOUR CONTENTS AND THEIR LOCATION THIS APPLIES TO ALL PARTS OF THIS POLICY

B1: THE CONTENTS WE COVER

WHAT IS COVERED

We cover **contents you** own, or which **you** have on hire or hire purchase if **you** have legal responsibility for them.

We also cover any of these:

1. **Contents** owned by any other person who is named in the **schedule**; while they are living at the **home**;
2. **Contents** which are wedding or Christmas presents for other people and are being kept at the **home**;
3. **Contents** owned by any of **your** unmarried children under 25 years old who normally live with **you** at the **home**, and which are temporarily moved to a school where they board or to accommodation supplied by a university or tertiary educational institution which they attend;
4. **Contents** which are owned by any of **your** children under 25 years old which are left with **you** while they live outside New Zealand.

1 "ANY OTHER PERSON WHO IS NAMED IN THE SCHEDULE"

Any person who is not **your** husband or wife or person with whom **you** are living in the nature of marriage or one of **your** family must have their name shown in the **schedule** if they live with **you** and **you** want this policy to cover **contents** which they own. This includes family members such as parents and grandparents or brothers and sisters.

FLOOR COVERINGS

Contents includes any carpet or vinyl which is loose laid or fitted using smooth edge or tacks.

It does not include carpets or floor coverings which are glued in place or permanently fixed.

WHAT IS NOT COVERED

We do not cover any of these:

1. **Contents** which are used in connection with any **business** unless cover is provided under Part E4: CONTENTS USED FOR BUSINESS;
2. Any animal;
3. Any tree, shrub or plant (other than potted plants);
4. Any boat or watercraft powered by motor or sail which has a **present value**, including its motor and any sail and any of its equipment which is in it or attached to it (other than any trailer designed for towing by a motor vehicle), of more than \$1500 (including GST);
5. Any of these (including any part or accessory or item of associated equipment which is in it or attached to it) whether it is registered for use on public roads or not:
 - (a) motor vehicle (unless it is a garden implement for home use only);
 - (b) motorcycle; moped; mini bike; go-ped; go-kart; (unless it is an electric mobility scooter for personal use only);
 - (c) caravan; trailer;
6. Any aircraft or any other aerial or spatial device (including any part or accessory or item of associated equipment which is in it or attached to it) unless it is a model or toy which is not able to carry more than its own weight.

B2: WHERE WE COVER CONTENTS

WHAT IS COVERED

We cover **contents** which are:

1. at the **home**; or
2. temporarily removed from the **home** for use anywhere else in New Zealand, unless it is excluded by this policy.

“TEMPORARILY REMOVED”

means that the **contents** are removed for a particular reason or purpose, with the intention that they will be returned to the **home**. This includes taking items to **your** place of work or on holiday.

WHAT IS NOT COVERED

We do not cover **contents** which are:

1. permanently removed from the **home**; or
2. normally at any place other than the **home**; or
3. in storage at any place other than the **home**; or
4. removed from the **home** to any place for sale or exhibition; or
5. in transit from the **home** to any place where **you** intend to permanently reside.

PART C: INSURANCE COVER – YOUR CONTENTS

C1: COVER FOR YOUR CONTENTS

WHAT IS COVERED

We cover sudden **accidental loss** to **your contents** during the **period of insurance**.

This cover can be affected if the home is not occupied by you, or if it is not occupied at all. Full details are in Part C4

WHAT IS NOT COVERED

1. **Loss** which is caused by any of these:
 - (a) water entering the **home** because any of these have been removed: roofing materials; exterior cladding; door or window;
 - (b) raising or shifting of the **home**, or alteration or repair involving the removal of any structural support.
2. **Loss** which is caused by any of these:
 - (a) insects or vermin, other than opossums;
 - (b) cleaning, repairing or restoring;
 - (c) wear and tear;
 - (d) action of light;However, this applies only to the **contents** first affected by that **loss**. We cover any subsequent **loss** which results to other **contents**, provided the subsequent **loss** is not excluded by this policy. We do not pay the cost to locate or remedy the cause of the original **loss**, unless cover is provided under Part E2: GRADUAL DAMAGE.
3. Any of these types of **loss**:
 - (a) corrosion or rust;
 - (b) **loss** which occurs gradually, unless cover is provided under Part E2: GRADUAL DAMAGE;
 - (c) Mildew, mould, rot, or any **loss** connected with any of these, unless cover is provided under Part E2: GRADUAL DAMAGE.
4. **Loss** which is caused by any of these:
 - (a) earthquake or volcanic eruption or hydrothermal activity or geothermal activity or tsunami, unless cover is provided under Part E3: NATURAL DISASTER;
 - (b) movement or settlement or shrinkage or expansion of land, unless cover is provided under Part E3: NATURAL DISASTER;
 - (c) subsidence or erosion of land;
 - (d) underground water pressure.
5. Burglary or theft or intentional damage by any of these persons (unless it is intentional damage by fire or explosion): any tenant, or any person living at the **home**, or any person who is lawfully at the **home**.

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6. Scratching or denting or chipping, unless it is a result of any of these events covered by this policy: burglary; theft; intentional damage; earthquake; volcanic eruption; impact of any vehicle or animal.
7. The cost to repair or replace any part which fails or breaks down, unless cover is provided under Part E1: ELECTRICAL OR ELECTRONIC BREAKDOWN.
8. The cost to remedy any faulty material, workmanship or design.
9. Any cost or expense **you** incur because the **contents** cannot be used.

C2: COVER FOR OTHER COSTS

We also pay any of these if it is a direct result of any **accidental loss** which is not excluded by Part C1 of this policy. Payment is in addition to any payment for **loss** made under Part C1.

ALTERNATIVE ACCOMMODATION

We pay the reasonable cost of any of these for up to 6 months while the **home** is not fit to be lived in:

1. alternative accommodation;
 2. boarding out of any domestic cat or dog which **you** normally keep at the **home**;
 3. up to \$1000 in total to move **contents** to the alternative accommodation and return them to the **home**;
 4. up to \$2500 in total to move **contents** to a secure storage facility, and for storage costs while **you** are in alternative accommodation, and to return them to the **home**;
- provided that **we** may deduct an amount equivalent to any rebate or saving made on rental, power, gas, or any other regular household outgoings.

We only pay the costs that **you** actually incur, and will not pay more in total for all these costs than 30% of the sum insured shown in the **schedule**.

NATURAL DISASTER COVERED BY EQCOVER

We will pay this benefit if the **home** is not fit to be lived in because of **loss** which is covered by **EQCover**, even if there is no **loss** to **contents** covered by this policy.

DEATH BENEFIT

We pay \$10,000 to **your** personal legal representative if **you** die within 90 days as a direct result of injuries sustained at the **home** during any fire, burglary or theft covered by this policy.

We provide the same cover for any person whose **contents** are covered under Part B of this policy. If more than one person entitled to this cover dies as a result of **one event** this payment will be divided equally between them.

C3: EXTRA BENEFITS

These are in addition to the cover under Part C1, but are otherwise subject to the same terms where applicable.

CREDIT CARDS

We pay up to \$500 in total for any **one event** if **your** credit cards or debit cards are lost or stolen and used fraudulently by any person who is:

1. not related to **you**; and
 2. not living at the **home**; and
 3. not a person whose **contents** are covered under Part B1 of this policy;
- provided that the **loss** cannot be recovered from any other source.

KEYS AND LOCKS

If keys to the **home**:

1. are stolen; or
2. if there are reasonable grounds to believe that they have been duplicated without **your** permission;

we pay up to \$500 in total for any **one event** towards the cost of replacing them and replacing or altering the locks which they belong to, if this is reasonably necessary to secure the **home**.

FROZEN FOODS

We cover **loss** of any frozen or perishable food in any refrigeration equipment in the **home** which is caused by the **accidental** stopping or breakdown of that equipment, but excluding anything kept by **you** in connection with any **business**.

C4: HOW THE USE OF THE HOME AFFECTS COVER

COVER IS SUSPENDED IF THE HOME IS NOT OCCUPIED

Cover under this policy is automatically suspended as soon as the **home** has been without an occupant for more than 60 consecutive days, unless **you** first give notice to **us**, and **we** give written confirmation that cover will continue. Cover resumes as soon as the **home** is occupied again. **We** may change the terms of this policy if **you** give **us** notice that the **home** will be without an occupant for more than 60 consecutive days.

COVER IS LIMITED IF YOU DO NOT OCCUPY THE HOME

Cover is limited as shown below if **contents** are in a **home** which is owned by **you** but not occupied by **you** because it is lent or leased to anyone else.

1. **We** cover **accidental loss** to **your contents** only if it is caused by any of these:
 - (a) fire; explosion; lightning; storm; flood;
 - (b) riot or labour disturbance;
 - (c) aircraft or other aerial or spatial device or articles dropped from them;
 - (d) burglary or theft, except by any tenant or any person who is living at the **home** or is there lawfully;
 - (e) intentional damage, except by any tenant or any person who is living at the **home** or who is there lawfully, unless the intentional damage is by fire or explosion;
 - (f) impact by any vehicle or animal;
 - (g) water or oil which leaks, overflows, or is discharged from any domestic water or heating system installed at the **home**, but **we** do not pay for any of these which result: mildew, mould, rot or gradual damage;
 - (h) opossums which enter the **home**;
 - (i) freezing of any permanently installed domestic water or heating system installed at the **home**, other than external pipes.
2. There is no cover under any of these parts of the policy:
 - (a) Part C3: Extra Benefits;
 - (b) Part E2: Gradual Damage;
 - (c) Part E4: Contents Used for Business.

FIXTURES AND FITTINGS

This policy does not cover fixtures and fittings of the home. These are normally included in the insurance policy which covers the **home**.

PART D: WHAT WE PAY THIS APPLIES TO ALL PARTS OF THIS POLICY

D1: HOW MUCH WE PAY

MAXIMUM AMOUNT WE PAY

The most **we** pay for any **loss** (or any series of **losses** caused by **one event**) to **contents** is the lesser of these amounts:

1. the sum insured shown in the **schedule** (which does not include GST); or
 2. the specific limit shown in this policy wording (which does not include GST unless stated);
- provided that **we** do not pay more than:
- (a) the **replacement cost** of **contents** covered by Part D2; or
 - (b) the **present value** of **contents** covered by Part D3.

IF THE CONTENTS CAN BE REPAIRED

If the **contents** can be repaired, **we** pay the reasonable cost of the repair. **We** choose to either repair the **contents**, or to pay **you** the cost to repair.

IF THE CONTENTS CANNOT BE REPAIRED

If the **contents** cannot be repaired, this is what **we** pay:

1. for **contents** covered by Part D2 of this policy, **we** choose to pay one of these:
 - (a) the **replacement cost**;
 - (b) the cost to supply goods of equal value to the **replacement cost**;
 - (c) the **present value** of **contents** which are not replaced;
2. for **contents** covered by Part D3 of this policy, **we** pay the **present value**.

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HOW REPAIR OR REPLACEMENT IS MADE

Repair will be to the same condition and extent as when the **contents** were new. If this is not practicable, repair will be as close as is reasonably possible to that condition and extent. Replacement will be as defined under **replacement cost**. If this is not practicable, then any item used for replacement will be of a quality and capability which is as close as is reasonably possible to the item which suffers the **loss**.

You must take all reasonable action to allow repair or replacement to be carried out promptly.

THE EXCESS

We deduct the excess from any amount payable.

HOW PAYMENT AFFECTS THE COVER

If **we** pay a claim for any partial loss to the **contents we** automatically reinstate this insurance without making any extra charge to **you**.

If **we** pay the full sum insured the cover ends and **we** keep any premium already paid.

ADJUSTMENT OF THE SUM INSURED

At the start of each **insurance year we** adjust the sum insured in line with any relevant change in the Consumer Price Index. **Your** premium will be based on the adjusted sum insured. This adjustment is not made to any individual **contents** item which is shown in the **schedule** with a specific sum insured.

D2: CONTENTS COVERED FOR REPAIR OR REPLACEMENT COST

All **contents** are covered for repair or **replacement cost** unless they are shown under D3: CONTENTS COVERED FOR PRESENT VALUE.

LIMITS ON JEWELLERY

Jewellery is covered for **replacement cost** subject to these limits:

1. for all jewellery which is not individually shown in the **schedule** the most that **we** pay in total for any **one event** is \$15,000 (including GST) unless it is shown in the **schedule** with a higher limit; and
2. for any one item of jewellery, or any set or pair, the most that **we** pay is \$2000 (including GST), unless it is individually shown in the **schedule** with a higher limit.

If jewellery is not replaced or repaired, the amount **we** pay for **present value** will not be more than 50% of the **replacement cost**.

The **replacement cost** of jewellery must be established by a person who holds a suitable qualification and who **we** approve.

LIMITS ON CAMERA EQUIPMENT

Camera or photography equipment (including video) is covered for **replacement cost** subject to these limits:

1. for all equipment which is not individually shown in the **schedule** the most that **we** pay in total for any **one event** is \$5,000 (including GST); and
2. for any one item the most that **we** pay is \$2000 (including GST), unless it is individually shown in the **schedule** with a higher limit.

CAMERA EQUIPMENT: ANY ONE ITEM

Any lens which is not permanently attached to a camera body, or which is designed to be detachable and interchangeable with any suitable camera body, is treated as one item.

AGE LIMIT ON COMPUTER EQUIPMENT

Computers and computer hardware are covered for **replacement cost** if they are not more than 5 years old, and for **present value** if more than 5 years old.

LIMITS ON INDIVIDUAL ITEMS

These **contents** are covered for **replacement cost**, but the amount shown is the most **we** pay, unless shown in the **schedule** with a higher limit:

1. \$2000 (including GST) for any one watch;
2. \$1000 (including GST) in total for any **one event** for all portable communications equipment.

TOTAL LIMITS ON OTHER CATEGORIES OF CONTENTS

These **contents** are covered for **replacement cost**, but the amount shown is the most **we** pay in total for any **one event**, unless shown in the **schedule** with a higher limit:

1. \$2000 (including GST) for each of these categories of **contents**: stamps; medals; phonocards; collector trading cards; coins;
2. \$250 (including GST) for each of these categories of **contents**: money; bullion; precious metals; cut or uncut precious stones; negotiable securities; documents of any type.

ROOM LIMIT

We do not pay for any carpet, floor covering, blind or curtain which is not in the room where the **loss** occurs.

D3: CONTENTS COVERED FOR PRESENT VALUE

These **contents** are covered for their **present value**:

1. clothing; footwear;
2. household linen; bedding; blankets;
3. books; magazines; records; cassettes; compact discs;
4. video cassettes; laser discs; computer games;
5. computer software; electronic data storage media;
6. any boat or watercraft covered by Part B1.

LIMITS ON INDIVIDUAL ITEMS

These **contents** are covered for their **present value**, but the most we pay for any one item is \$1500 (including GST), unless shown in the **schedule** with a higher limit:

1. any bicycle;
2. any equipment used for sports, exercise, camping or recreation;
3. any portable musical instrument or item of associated equipment.

TOTAL LIMITS ON PARTS AND ACCESSORIES

Any part or accessory or item of equipment which belongs to any of these, but which is not in it or attached to it, is covered for **present value**:

1. any of these whether registered for use on public roads or not:
 - (a) motor vehicle (unless it is a garden implement for home use only);
 - (b) motorcycle; moped; mini bike; go-ped; go-kart; (unless it is an electric mobility scooter for personal use only);
 - (c) caravan; trailer;
2. any boat or watercraft;
3. any aircraft or any other aerial or spatial device.

The most **we** pay in total for any **one event** is \$1000 (including GST) for all **contents** in these categories, unless shown in the **schedule** with a higher limit.

BOATS AND WATERCRAFT – MOTOR AND SAILS

An outboard motor or sail is classed as a "part or accessory or item of equipment" while it is not in or attached to the boat or watercraft which it belongs to, or which it is normally used with.

PART E: INSURANCE COVER – EXTRA COVER FOR YOUR CONTENTS

This part of the policy covers **contents** for some specific types of **loss** which Parts B and C do not cover. This cover is otherwise subject to the terms of Parts B and C.

E1: ELECTRICAL OR ELECTRONIC BREAKDOWN

WHAT IS COVERED

We pay for sudden **accidental loss** caused by electrical or electronic failure or breakdown where actual burning out occurs.

The most that **we** pay for any equipment which is more than 10 years old is its **present value**.

WHAT IS NOT COVERED

We do not pay for any of these:

1. **loss** caused by an advertised power cut imposed by a power supplier;
2. **loss** to any fuse or similar protective device;
3. **loss** to any lighting or heating element;
4. **loss** to any electrical contact where arcing occurs in normal use.

E2: GRADUAL DAMAGE

WHAT IS COVERED

We pay for gradual damage or mildew or mould or rot caused by water which **accidentally** leaks or overflows or is discharged from any of these installed at the **situation**:

1. internal water pipe or internal waste disposal pipe;
2. bath; shower; basin; sink; toilet; cistern; bidet; internal water tank;

provided that action is taken to minimise the **loss**, and to prevent any further **loss**, as soon as any leakage or overflow or discharge or any resulting gradual damage or mildew or mould or rot is apparent.

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WHAT WE PAY

We pay the reasonable cost to replace or repair any of these:

1. the **contents** directly affected;
2. any other **contents** not directly affected but which must be removed or damaged or destroyed to locate the cause, provided that **we** have first given **our** approval.

The most that **we** pay in total for all costs connected with any **loss** (or any series of **losses** which originate from **one event**) is \$2000.

IMPORTANT POINTS ABOUT THIS COVER

We do not pay the cost of any of these:

1. fixing the cause of the leak or overflow or discharge;
2. damage to the **home**.

E3: NATURAL DISASTER

WHAT IS COVERED

We pay for sudden **accidental loss** to **your contents** which is caused by any of these:

1. earthquake; volcanic eruption; hydrothermal activity; geothermal activity; tsunami;
2. Natural Landslip as defined under **EQCover**.

HOW MUCH WE PAY IF THERE IS EQCOVER

If any **loss to contents** is covered by **EQCover**, **we** pay only the amount of the loss which exceeds what is paid under **EQCover**.

This is subject to these conditions:

1. **we** do not pay for any excess which applies to **EQCover**;
2. **we** do not make any payment for the **loss** if for any reason **EQCover** is not paid or not payable.

The combined total of the amount which **we** pay and any payment under **EQCover** will not be more than the maximum amount which **we** would have to pay for a **loss** which is not covered by **EQCover**.

MAXIMUM AMOUNT WE PAY

The most that **we** pay under Part E3 is the sum insured shown in the **schedule**.

E4: CONTENTS USED FOR BUSINESS

WHAT IS COVERED

We cover **contents** which **you** own and use for **business** as well as for household or personal use.

WHAT IS NOT COVERED

There is no cover for any of these:

1. money or cash takings;
2. customers goods;
3. any **contents** used only for **business**;
4. anything which is covered by any other insurance.

LEGAL LIABILITY IS NOT COVERED

There is no cover under any part of this policy for any **liability** which arises in connection with **business**. Special insurance cover has to be arranged for this.

HOW MUCH WE PAY

Cover is for **replacement cost** or **present value** as explained under Part D of this policy.

LIMITS WHEN AT THE HOME

When they are at the **home**, the most **we** pay for any **one event** for **contents** covered under Part E4 is \$10,000 (including GST), subject to the following limits, which all include GST:

1. \$5000 in total for all computers (including laptops) and computer hardware and software and electronic data storage media;
2. \$1000 in total for all cellphones and portable communication equipment;
3. \$1000 in total for all tools of trade, plant or machinery;
4. \$2000 in total for all office furniture and office machines;
5. \$500 in total for documents and stationery;
6. \$500 in total for all stock in trade, materials and samples.

LIMITS WHEN AWAY FROM THE HOME

When they are away from the **home**, the most **we** pay for any **one event** for **contents** covered under Part E4 is \$1500 (including GST). If any other limit is shown under Part D of this policy, the lower limit applies.

PART F: INSURANCE COVER – YOUR LIABILITY

F1: COVER FOR LIABILITY

This part of the policy covers **your liability** for **accidental** events.

WHAT IS COVERED

1. **Liability** for **loss** to property, or for **bodily injury** to any person, during the **period of insurance**, as a result of an **accidental** event.
2. Any of these if they arise from legal action threatened or taken against **you** in connection with this **liability**:
 - (a) the reasonable cost of professional legal advice or representation to defend the action;
 - (b) costs or expenses awarded against **you** following legal proceedings.

WHAT IS COVERED

2. LEGAL ACTION

If **you** are told that **you** are being held responsible for the results of any accident **we** must be told immediately.

Contact **us** before **you** obtain or agree to pay for any legal advice.

WHAT IS NOT COVERED

1. **Liability** for any **loss** to property which **you** own.
2. **Liability** for any **loss** to property which is owned by any person who is living at the **home**.
3. **Liability** for **bodily injury** to **you**, or to any person who is living at the **home** or who has a family or business relationship with **you**.
4. **Liability** for any loss to **contents** which are covered under Part B of this policy.
5. **Liability** in connection with any of these:
 - (a) any **business**;
 - (b) the ownership of any land or building.
6. **Liability** in connection with the ownership or use of any of these whether it is registered for use on public roads or not:
 - (a) motor vehicle (unless it is a garden implement for home use only);
 - (b) motorcycle; moped; mini bike; go-ped; go-kart; (unless it is an electric mobility scooter for personal use only);
 - (c) caravan; trailer.
7. **Liability** in connection with the ownership or use of any of these:
 - (a) any aircraft or any other aerial or spatial device unless it is a model or toy which is not able to carry more than its own weight;
 - (b) any boat or watercraft powered by motor or sail unless it is covered under Part B of this policy, but **we** do not cover **liability** connected with any event which happens while it is being transported by a trailer attached to a motor vehicle.
8. **Liability** which exists only because of an agreement with someone else, other than cover provided for **liability** as a Tenant in Part F2.
9. Any fine, or any punitive, exemplary or aggravated damages which a court awards against **you**.
10. The cost of defending legal proceedings brought in any court outside New Zealand, and the cost of any judgment against **you**, or any other associated costs or damages.
11. **Liability** in connection with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of insurance** and is caused by a sudden **accidental** event which happens during the **period of insurance**.

F2: EXTRA BENEFITS

Each of these is an extension to the cover under Part F1, and is subject to the same terms where they can apply.

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LIABILITY AS A TENANT

We cover **your liability** as tenant or lessee of the **home** for **loss** caused by any of these:

1. fire or explosion;
2. water which leaks or overflows or is discharged from any domestic water system installed at the **home**;
3. accidental breakage (but not scratching, chipping or denting) of any of these which form part of the **home**: fixed glass (but not any light fitting or part of any glasshouse); wash basin; sink; bath; laundry tub; toilet pan or cistern; bidet.

FOREST AND RURAL FIRES ACT

We cover any amount which **you** are legally required to pay under Section 43 or Section 46 of the Forest and Rural Fires Act 1977 in connection with an **accidental** event which happens during the **period of insurance**.

We cover this whether or not there is any loss to property.

FOREST AND RURAL FIRES ACT 1977: SECTION 45

We do not cover any payment which has to be made under this section of the Act.

F3: HOW MUCH WE PAY

The maximum amounts **we** pay are:

1. \$1,000,000 for **liability** for **loss** to property;
2. \$100,000 for **liability** for **bodily injury** to any person;
3. \$500,000 for **liability** as a tenant;
4. \$100,000 for payment which has to be made under the Forest and Rural Fires Act 1977.

The maximum amount **we** pay applies to any claim or series of claims arising from **one event**.

If **you** and any other person claim for **liability** which results from **one event**, **we** cover **you** first.

At any time after a claim for any **liability** is made, **we** may pay the maximum amount (or any lesser amount which the claim can be settled for) plus the cost of legal advice or representation already incurred. This payment will meet all **our** obligations under this policy in connection with the **liability**.

F4: LIABILITY COVER FOR OTHER PEOPLE

The cover for **liability** that **we** provide to **you** is also provided to any person who has cover for their **contents** under Part B1, but only if all these things apply:

1. there is no other insurance which covers the **liability**; and
2. the person meets all the requirements of this policy.

PART G: THINGS NOT COVERED BY ANY PART OF THIS POLICY *THIS APPLIES TO ALL PARTS OF THIS POLICY*

There is no cover under any part of this policy for **loss** or **liability** in connection with any of these:

1. war, invasion, act of foreign enemy, warlike operations (whether one has been declared or not);
2. civil war, rebellion, revolution, insurrection, military or usurped power;
3. confiscation, nationalisation, or requisition by the order of Government, local body, or authority, unless it is to prevent a **loss** for which a claim would have been covered by a part of this insurance;
4. nuclear weapons material; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear wastes which result from the combustion (including self sustaining process of nuclear fission) of nuclear fuel.
5. death, injury, illness, loss, damage, cost, expense or liability, of any nature whatsoever, directly or indirectly caused by, or in connection with an Act of Terrorism.

"Act of Terrorism" means: an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

6. loss of or damage to Electronic Data, and any liability arising from this, directly or indirectly caused by, or in connection with a Computer Virus. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with the Electronic Data. "Electronic Data" means facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. "Computer Virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to "Trojan Horses", "Worms" and "Time or Logic Bombs".

PART H: CLAIMS

H1: WHAT YOU MUST PAY

WHEN YOU ALSO HAVE COVER ON ANOTHER POLICY WITH US

If **you** claim on this policy, **you** must pay part of the cost. This is called the excess. **You** pay one excess for each claim or series of claims which arise from **one event**.

You only have to pay one excess if **one event** causes **loss to contents** and also causes **loss** to any part of the **home** if **you** own the **home** and it is covered by another policy with **us**. The excess **you** must pay is the higher of the excesses under the policies involved.

WHEN YOU DO NOT HAVE TO PAY AN EXCESS

You do not have to pay an excess for any claim for **loss to contents** caused by burglary or attempted burglary at the **home** if both of these apply:

1. the **schedule** shows that **we** give **you** a premium discount because the **home** is fitted with an approved monitored burglar alarm; and
2. the burglar alarm is set and monitored at the time of the burglary or attempted burglary.

H2: MAKING A CLAIM

WHAT YOU MUST DO

You must do all of these things as soon as **you** know about any event likely to result in a claim on this policy:

1. take reasonable steps to minimise any **loss** or **liability**, and prevent any further **loss** or **liability**;
2. take reasonable steps to obtain details of any other person, property or vehicle involved, and of any witnesses;
3. report any burglary, theft, arson or intentional damage to the Police;
4. tell **us** about it;
5. let **us** know immediately if **you** receive any request, demand or communication, and pass any document to **us**.

LIABILITY AS A TENANT

We cover **your liability** as tenant or lessee of the **home** for **loss** caused by any of these:

1. fire or explosion;
2. water which leaks or overflows or is discharged from any domestic water system installed at the **home**;
3. accidental breakage (but not scratching, chipping or denting) of any of these which form part of the **home**: fixed glass (but not any light fitting or part of any glasshouse); wash basin; sink; bath; laundry tub; toilet pan or cistern; bidet.

WHAT YOU MUST NOT DO

1. Dispose of any property which is part of a claim.
2. Start repair or replacement until **we** give permission, unless it is necessary to minimise the **loss** or **liability**, or to prevent further **loss** or **liability**.
3. Admit fault or responsibility.
4. Start any legal proceedings unless **we** give permission.
5. Do anything which may prejudice **our** ability to defend any claim made against **you** or make recovery of the **loss** from any person responsible.
6. Abandon your **contents** or any other property to **us**.

Supersurance / CONTENTS INSURANCE POLICY

WHAT YOU MUST DO IF WE ASK YOU TO

1. Complete **our** claim form and return it within 30 days.
2. Let **us** inspect the **loss** to the **contents** or other property involved.
3. Give us any information or help **we** reasonably require to support the claim.
4. Provide a statutory declaration to verify the **loss** or **liability**, or submit to cross-examination under oath by any person **we** nominate.
5. Authorise any other party to disclose personal information about **you** to **us** in connection with **your** claim.

WHAT WE MAY CHOOSE TO DO ONCE WE HAVE ACCEPTED A CLAIM

1. Act in **your** name and on **your** behalf to negotiate, defend or settle any claim. **We** will pay for this.
2. Take over any legal right of recovery **you** have, and exercise it for **our** own benefit. **We** will pay for this. **You** must give **us** any information or help **we** reasonably require to do this.
3. Keep any property **we** have paid a claim for, or dispose of it and keep any proceeds.

THINGS YOU MUST DO AFTER WE PAY A CLAIM

1. Tell **us** if any lost or stolen property which was part of the claim is found or recovered, and hand it over to **us** if **we** request it.
2. Tell **us** if any person is ordered to make reparation to **you** for any **loss** or cost which was part of the claim, and reimburse **us** for that payment as soon as **you** receive any reparation.

PART I: OTHER IMPORTANT DUTIES *THIS APPLIES TO ALL PARTS OF THIS POLICY*

I1: TAKING REASONABLE CARE

You must take reasonable care at all times to avoid any **loss** or **liability** covered by this policy. **We** must be allowed to inspect any **contents** covered by this policy if **we** ask to.

I2: TELLING THE TRUTH

All statements made in connection with this policy, including any claim, must be true and correct. This includes any statement made by any person in support of a claim.

PART J: OTHER IMPORTANT INFORMATION *THIS APPLIES TO ALL PARTS OF THIS POLICY*

J1: COMPLYING WITH THIS POLICY

We will not pay any claim unless **you**, or any person who acts on **your** behalf, comply with this policy. This also applies to any other person who can claim under the policy.

J2: DISPUTES

The law of New Zealand applies to this policy, and only the New Zealand Courts may determine any dispute about it.

J3: CURRENCY AND GST

Any amount shown in this policy is in New Zealand Dollars.
Any sum insured excludes GST if **we** can recover it under the Goods and Services Tax Act 1985.
Any excess, maximum amount of cover, sub limit, or other amount includes GST.

J4: PERIOD OF INSURANCE

If **you** agree to pay a premium each month or each quarter then:

1. **you** must use a Deduction Authority which **we** approve; and
2. this policy is for the period shown on the original **schedule**, starting on the "FROM" date and ending on the "TO" date. After this it will be continuously renewed for a further month or quarter (whichever is shown in the **schedule**) when **you** pay each monthly or quarterly premium due as provided by the Deduction Authority.

J5: OTHER INSURANCE

You must tell **us** as soon as **you** know about any other insurance which covers **your contents**, or provides the same cover for **your liability** as Part F of this policy.

If there is another policy which applies, **we** will only pay over and above the amount payable by the other policy.

J6: PARTIES WITH A FINANCIAL SECURITY

If **we** are advised in writing of any financial security over any property covered by this policy **we** may choose to pay part or all of any claim to the holder of that security, but limited to the amount of its **loss**.

This payment will meet all obligations **we** have under this policy for the **loss**.

We are authorised by **you** to disclose personal information about **you** to any holder of a financial security.

The holder of any security which **we** note is not covered by this policy unless **we** confirm this in writing, or this is shown in the **schedule** .

J7: NOTICES ABOUT THIS INSURANCE

All notices given about this policy must be in writing.

Any notice **you** give to **us** must be delivered in person or posted to one of **our** Branch or District Offices or **our** Head Office .

Any notice **we** give to **you** will be delivered in person or posted to the last known postal address that **we** have for **you**, or to **your** agent or representative if **you** have one.

J8: CANCELLATION

You can cancel this agreement by giving notice to **us**. **We** will return any unused premium that **you** have paid.

We can cancel this policy by giving notice to **you**. **We** will give at least 14 days notice before **we** do this. The 14 day period starts on the day **we** deliver or post the notice. **We** will return any unused premium **you** have paid on a pro rata basis.

J9: FRAUD

This policy is void if **you** take any action or make any statement in connection with this policy which is fraudulent in any way.

J10: ACTS OF PARLIAMENT

Any Act of Parliament mentioned in this policy includes any Regulations and Amendments to that Act, and any other Act or Regulation passed as an addition, an amendment or in its place.

J11: JOINT INSURANCE

If the "Insured" in the **schedule** is more than one individual they are jointly insured. A breach of this policy by any of these persons will be treated as a breach by all of them.

We may choose to pay any claim in full to the person who is named first in the **schedule**, and this will meet all **our** obligations under this policy for that claim.

J12: INSURANCE LAW REFORM ACTS

The conditions, obligations and exclusions in this policy are subject to the Insurance Law Reform Acts.

PART K: DEFINITIONS

When any of these words or phrases are used in **bold** in this policy, this is what they mean:

accidental	means unexpected and unintended by you ;
bodily injury	means accidental death of, or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury;
business	means generating income or revenue by carrying on any business trade or profession or by providing any goods or services;
contents	means household contents and personal effects;
EQCover	means the insurance provided for the contents by the Earthquake Commission Act 1993;
family	means any family member who permanently resides with you, or is a student attending an educational institution and living in a hostel run by or for that institution ;
home	means the private residential dwelling, its outbuildings and grounds, at the situation shown in the schedule ;
insurance year	means each period of 12 months from the date this insurance first starts, or from the date agreed for its annual review;
liability	means a legal liability to pay compensation to another person;
loss	means physical loss or physical damage;
one event	means a single event or a series of events which have the same cause;
present value	means the reasonable cost to purchase an item in New Zealand which is of an equivalent age, quality and capability, and is in the same general condition;
period of insurance	means the period shown in the schedule ;
replacement cost	means the reasonable cost to purchase a new item in New Zealand which is of an equivalent quality and capability. It includes the cost of any optional warranty or similar provision if this exists on the item which suffers the loss ;
schedule	means the Schedule to this policy which shows details about you and your insurance; when your insurance changes or renews, we give you a new Schedule to replace the previous one;
we	means NZI, a business division of IAG New Zealand Limited; (us and our also refer to NZI, a business division of IAG New Zealand Limited);
you	means the person(s) shown as the insured in the schedule , and your husband or wife or person with whom you are living in the nature of marriage, and your family.

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