



*Householders*

CONTENTS INSURANCE

POLICY WORDING

# Householders / CONTENTS INSURANCE POLICY

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### INTRODUCTION

#### WELCOME

This is your HOUSEHOLDERS 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 L: 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 void 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:

- ▶ if the **home** is lifted or shifted (see Part C1);
- ▶ if structural alterations or repairs are done to the **home** (see Part C1);
- ▶ if the **home** is not occupied for more than 60 days (see Part C3).

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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 of these people while they are living at the **home**:
  - (a) **your spouse**;
  - (b) **your children**;
  - (c) any other person who is named in the **schedule**;
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** children under 25 years old which are left with **you** while they live outside New Zealand.

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

Any person who is not **your spouse** or one of **your** children 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 a de facto partner, or 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 E5: 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 \$1000 (including GST);
5. any of these (including any part, 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, 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.

### LIMITED COVER WHEN TEMPORARILY REMOVED

While **contents** are temporarily removed from the **home**, the cover provided by Part C is subject to these limits:

1. **we** do not cover **loss** which happens to any **contents** which are being worn or carried;
2. **loss** by burglary or theft is covered only if it follows forceful and violent entry to any of these places:
  - (a) an occupied private residence;
  - (b) a building where **you** are residing, studying or working;
  - (c) a residential or recreational club;
  - (d) a premises where the **contents** have been left for cleaning, repair, or making up;
3. while **contents** are in the open, **we** do not cover **loss** caused by any of these:
  - (a) intentional damage;
  - (b) storm; flood;
  - (c) impact by any vehicle or animal.

## 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**, but only when it is caused by any of these:

1. fire; explosion; lightning;
2. storm or flood;
3. riot or labour disturbance;
4. aircraft or other aerial or spatial device or articles dropped from them;
5. burglary or theft, except by any tenant or any person who is living at the **home** or who is there lawfully;
6. 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;
7. impact by any vehicle or animal;
8. 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;
9. opossums which enter the **home**;
10. freezing of any permanently installed domestic water or heating system installed at the **home**, other than external pipes.

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 C3.

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## 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 only applies 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**.
3. Any of these types of **loss**:
  - (a) corrosion or rust;
  - (b) **loss** which occurs gradually;
  - (c) mildew, mould, rot, or any **loss** connected with any of these.
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 E2: NATURAL DISASTER;
  - (b) movement or settlement or shrinkage or expansion of land, unless cover is provided under Part E2: NATURAL DISASTER;
  - (c) subsidence or erosion of land;
  - (d) underground water pressure.
5. 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.
6. The cost to repair or replace any part which fails or breaks down, unless cover is provided under Part E1: ELECTRICAL OR ELECTRONIC BREAKDOWN.
7. The cost to remedy any faulty material, workmanship or design.
8. 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 covered by Part C1 of this policy. Payment is in addition to any payment 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**;
- 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 B1 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: IF THE HOME IS NOT OCCUPIED

### 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.

## 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**.

#### 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.

# Householders / CONTENTS INSURANCE POLICY

## D2: CONTENTS COVERED FOR REPAIR OR REPLACEMENT COST

All **contents** are covered for **replacement cost** except for these:

1. **contents** which are more than 10 years old (other than jewellery as explained below);
2. **contents** shown under Part 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 \$10,000 (including GST); and
2. for any one item of jewellery, or any set or pair, the most that **we** pay is \$1500 (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** if it is not more than 10 years old, and for **present value** if more than 10 years old.

Cover is 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 \$3500 (including GST); and
2. for any one item the most that **we** pay is \$1500 (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.

### LIMITS ON INDIVIDUAL ITEMS

These **contents** are covered for **replacement cost** if they are not more than 10 years old, and for **present value** if they are more than 10 years old, but these amounts are the most **we** pay, unless shown in the **schedule** with a higher limit:

1. \$1500 (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** if they are not more than 10 years old, and for **present value** if they are more than 10 years old, but these amounts are the most **we** pay in total for any **one event**, unless shown in the **schedule** with a higher limit:

1. \$1000 (including GST) for each of these categories of **contents**: stamps; medals; phonecards; 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. computers; computer hardware;
6. computer software; electronic data storage media;
7. any boat or watercraft covered by Part B1.

### CONTENTS OVER 10 YEARS OLD

All **contents** (other than jewellery) which are more than 10 years old are covered for their **present value**.

### LIMITS ON INDIVIDUAL ITEMS

These **contents** are covered for their **present value**, but the most we pay for any one item is \$1000 (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 – MOTORS 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.

# Householders / CONTENTS INSURANCE POLICY

## 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.

#### MAXIMUM AMOUNT WE PAY

The most that **we** pay for **loss** to any one item of equipment is \$500 (including GST).

### E2: 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 is 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 E2 is the sum insured shown in the **schedule**.

### E3: GLASS BREAKAGE

**We** cover sudden **accidental loss** during the **period of insurance** by breakage (but not scratching, denting or chipping) of any of these: mirror; light fitting; glass which forms part of any furniture.

### E4: FROZEN FOODS

**We** cover **loss** of any frozen or perishable food in any refrigeration equipment in the **home** during the **period of insurance** which is caused by the sudden **accidental** stopping or breakdown of that equipment, but excluding anything kept by **you** in connection with any **business**. The most that **we** pay in total for all **losses** caused by any **one event** is \$1000 (including GST).

### E5: 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. The most that **we** pay in total for all **losses** caused by any **one event** is \$1000 (including GST).

## PART F: OPTIONAL EXTENSIONS FOR CONTENTS

### F1: COVER UNDER THIS EXTENSION

Cover under this part of the policy is not automatic. It applies only if shown in the **schedule**.

#### WHAT IS COVERED

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

#### WHAT IS NOT COVERED

This extension does not cover any **loss** which is excluded under Part C1 of this policy.

#### WHERE COVER APPLIES

The restrictions under Part B2: "Limited cover when temporarily removed" do not apply to **contents** covered by this extension.

### F2: SPECIAL RISKS: NOMINATED ITEMS

The cover explained under Part F1 applies only to any item which is shown in the **schedule** under SPECIAL RISKS: NOMINATED ITEMS.

#### HOW MUCH WE PAY

The most that **we** pay for any **loss** (or series of **losses** caused by **one event**) to any item is the sum insured shown in the **schedule** under SPECIAL RISKS: NOMINATED ITEMS.

### F3: SPECIAL RISKS: GENERAL EXTENSION

The cover explained under Part F1 applies to these **contents** if the **schedule** shows that **your** policy includes SPECIAL RISKS: GENERAL EXTENSION:

1. These **contents** are covered for **present value** or **replacement cost** as explained under Part D of this policy, and are subject to any limit in Part D:
  - (a) any jewellery; clothing; footwear;
  - (b) any camera or photography equipment (including video);
  - (c) any bicycle; any equipment used for sports, exercise, camping or recreation;
  - (d) any portable musical instrument or item of associated equipment;
2. These **contents** are covered for **present value** or **replacement cost** as explained under Part D of this policy:
  - (a) any portable radio, television, video or audio equipment;
  - (b) any firearm;but the most that **we** pay for any item for a **loss** covered by this extension is \$1000 (including GST);
3. These **contents** are covered for **present value** or **replacement cost** as explained under Part D of this policy:
  - (a) glasses; contact lenses;
  - (b) hearing aid; dentures;but the most that **we** pay for any item for a **loss** covered by this extension is \$500 (including GST);
4. These **contents** are covered for **present value** or **replacement cost** as explained under Part D of this policy:
  - (a) any wallet or purse or handbag;
  - (b) any **contents** which are in it;but the most that **we** pay in total for any **one event** is \$250 (including GST).

#### HOW MUCH WE PAY

The most that **we** pay in total for any **one event** is \$2000 (including GST) for all **contents** covered under SPECIAL RISKS: GENERAL EXTENSION.

## PART G: INSURANCE COVER – YOUR LIABILITY

### G1: 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 or which is in **your** possession or control.
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 by this policy under Part B1.
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, or 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 B1 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 under Part G2.
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**.

## G2: EXTRA BENEFITS

Each of these is an extension to the cover under Part G1, and is subject to the same terms where they can apply.

### 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.

## G3: 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**.

## G4: 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 H: 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 I: CLAIMS

### I1: WHAT YOU MUST PAY

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**.

#### WHEN YOU ALSO HAVE COVER ON ANOTHER POLICY WITH US

**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.

## I2: 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**.

### WHAT YOU MUST NOT DO

1. Dispose of any property which is part of a claim.
2. Start repairs 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**.

### 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.

# Householders / CONTENTS INSURANCE POLICY

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

### J1: 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.

### J2: 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 K: OTHER IMPORTANT INFORMATION *THIS APPLIES TO ALL PARTS OF THIS POLICY*

### K1: 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.

### K2: DISPUTES

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

### K3: 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.

### K4: 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.

### K5: OTHER INSURANCE

**You** must tell **us** as soon as **you** know about any other insurance which covers **your contents**, or **your liability** for any event which Part F of this policy covers.  
If there is another policy which applies, **we** will only pay over and above the amount payable by the other policy.

### K6: 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**.



## K7: 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.

## K8: 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.

## K9: 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.

## K10: 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.

## K11: 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.

## K12: INSURANCE LAW REFORM ACTS

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

## PART L: DEFINITIONS

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

<b>accidental</b>	unexpected and unintended by <b>you</b> .
<b>bodily injury</b>	<b>accidental</b> death of, or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
<b>business</b>	generating income or revenue by carrying on any business, trade or profession or by providing any goods or services.
<b>contents</b>	household contents and personal effects.
<b>EQCover</b>	the insurance provided for the <b>contents</b> by the Earthquake Commission Act 1993.
<b>home</b>	the private residential dwelling, its outbuildings and grounds, at the situation shown in the <b>schedule</b> .
<b>insurance year</b>	each period of 12 months from the date this insurance first starts, or from the date agreed for its annual review.
<b>liability</b>	a legal liability to pay compensation to another person.
<b>loss</b>	physical loss or physical damage.
<b>one event</b>	a single event or a series of events which have the same cause.
<b>present value</b>	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.
<b>period of insurance</b>	the period shown in the <b>schedule</b> .
<b>replacement cost</b>	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 <b>loss</b> .
<b>schedule</b>	the Schedule to this policy which shows details about <b>you</b> and <b>your</b> insurance; when <b>your</b> insurance changes or renews, <b>we</b> give <b>you</b> a new Schedule to replace the previous one.
<b>spouse</b>	a person <b>you</b> are legally married to.
<b>we</b>	NZI, a business division of IAG New Zealand Limited; ( <b>us</b> and <b>our</b> also refer to NZI, a business division of IAG New Zealand Limited).
<b>you</b>	the "Insured" shown in the <b>schedule</b> ; ( <b>your</b> also refers to <b>you</b> ).

*Householders* / CONTENTS INSURANCE POLICY



*NZI is a business division of IAG New Zealand Limited, a wholly owned subsidiary of Insurance Australia Group, Australasia's largest general insurer. Established in 1859, it is today one of the country's largest and longest-serving fire and general insurance brands, protecting tens of thousands of New Zealanders every year.*

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