



Introduction

About this policy

Your policy consists of:

1. this policy wording, and
2. the **schedule**, and
3. the information **you** have provided in the **application** and any subsequent information **you** provide.

Your duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. whether to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

You also have this duty every time **your** insurance renews and when **you** make any changes to it.

If **you** breach this duty, **we** may treat **your** policy as being of no effect and to have never existed.

Please ask us if you are not sure whether you need to tell us about something.

Changing your mind

If **you** are not happy with this policy, **you** are welcome to change **your** mind, provided **you** tell **us** within 15 days of the date this policy started. **We** will treat **your** policy as being of no effect and to have never existed and refund in full any premium **you** have paid. This does not apply if **you** have made a claim on **your** policy.

Reading this policy

Some of the words in this policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'Definitions'.

To make it easy for **you** to understand this policy, **we** have included some examples or comments in *italics*. The words in italics do not affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy are designed to help **you** find **your** way around. They should not be used when interpreting this policy wording.

Our agreement

We have an agreement with **you**. **You** agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy wording.



Section one – cover for your contents

What you are covered for:

You are covered for sudden and **accidental loss to contents** that occurs during the **period of cover** while they are in New Zealand:

1. at the **home**, or
2. in **your** possession or in the possession of a member of **your family** while in transit from the place where they were acquired to the **home**, or
3. **temporarily removed** from the **home**.

What you are not covered for:

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 out this policy with **us**.

However, this restriction 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.

Vacant homes

If **you**, or a person authorised by **you**, have not been living at the **home** for a period of more than 60 consecutive days, **we** will only pay for **loss to contents** that is:

1. caused by fire, explosion or lightning, or
2. covered under the 'Natural disaster' automatic additional benefit.

However, this restriction does not apply where:

- (a) **you** have notified **us** and **we** have agreed in writing to cover the **contents** while the **home** is unoccupied. **We** may, at this time, change the terms of **your** policy.
- (b) **we** have the **home** recorded as a holiday home, and the following criteria are met:
 - (i) the **home** and **contents** are inspected inside and outside by **you** or a nominated person at least every 60 days, and
 - (ii) the **home** and its grounds, and **contents** are adequately maintained, and
 - (iii) mail is cleared regularly, and
 - (iv) the water supply is turned off, and
 - (v) all doors are locked, and all windows secured.

This restriction will end as soon as **you**, or a person authorised by **you**, is living in the **home** again.

Causes of loss not covered

You are not covered for **loss to contents** connected in any way with:

1. structural additions or structural alterations, unless **we** have been notified of the additions or alterations beforehand and **we** have agreed in writing to cover this, or
2. water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
 - (a) **you**, or
 - (b) any other person who is acting on **your** authority, or
3. insects, rodents or vermin (other than possums), or
4. **natural disaster**, unless cover is provided under the 'Natural disaster' automatic additional benefit.

However, exclusions 1., 2. and 3. apply only to **contents** directly affected. They do not apply to resultant sudden and **accidental loss** to other **contents**.

Types of loss not covered

You are not covered for:

1. repairing or replacing parts of a pair or set that have not suffered **loss**, unless **loss** to one hearing aid prevents the hearing aid set from functioning, or
2. **loss** to fuses, protective devices, or lighting or heating elements caused by electricity, or
3. **loss**, cost or expense arising from any fault, defect, error or omission in:
 - (a) design, plan or specification, or
 - (b) workmanship, construction or materials.However, this exclusion 3. applies only to **contents** directly affected. It does not apply to resultant sudden and **accidental loss** to other **contents**, or
4. the breakdown, failure or wearing out of any mechanical or electrical equipment, or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

Gradual damage not covered

You are not covered for:

1. wear and tear, depreciation, corrosion or rust, or
2. rot or mildew, or
3. gradual deterioration, except for **loss** covered under the 'Hidden gradual damage' automatic additional benefit.

Intentional acts not covered

You are not covered for **loss** that is intentionally caused by any:

1. tenant, or
2. guest of a tenant, or
3. person who occupies the **home**.

However, this exclusion does not apply where the **loss** is a result of fire or explosion, provided the fire or explosion was not intentionally caused by **you**.

IMPORTANT: Please also read 'Policy exclusions that apply to all parts of this policy'.

What we will pay:

Contents covered for repair or replacement

For any **replacement cover item**, **we** will at **our** option pay:

1. the cost to repair the item, where in **our** opinion it is economical to do so, or
2. the cost to replace the item as nearly as possible equal to its condition when new, where the item cannot be repaired.

Contents covered for sustainability upgrade

For any whiteware appliance, **we** will at **our** option pay:

1. the cost to repair the appliance, where in **our** opinion it is economical to do so, or
2. the cost to replace the appliance as nearly as possible equal to its condition when new, where the appliance cannot be repaired.

If a comparable model appliance that has more energy-efficient features is available, **we** will pay for that model.

All other contents

For any other item of **contents**, **we** will at **our** option pay:

1. the cost to repair the item as nearly as possible to the same condition it was in immediately before the **loss** occurred, or
2. its **present value**.

Maximum payment for specific types of contents

Unless the item is shown as a **specified item**, the most **we** will pay for any **event** for any of the following is:

1. \$3,000 for any single:
 - (a) pair of earrings, or
 - (b) item of jewellery or watch, and
2. \$3,000 for any bicycle, collection of stamps, medals or coins, **camera** or **camera** accessory, and
3. \$3,000 for any remotely piloted aircraft (including its parts and accessories that are in it or attached to it), and
4. \$2,000 for any: surfboard, windsurfer, paddleboard, kite surfer, surf ski, dinghy, kayak or canoe (including their parts and accessories that are in them or attached to them), and
5. \$2,500 in total for all parts and accessories of any:
 - (a) **watercraft**, or
 - (b) **motor vehicle**, trailer or caravan, or
 - (c) aircraft or other aerial device,that are not in them or attached to them, and
6. \$1,000 in total for all: money, bullion, unset precious stones and stamps not being part of a collection.

Maximum payment for multiple items of unspecified jewellery and watches

Unless a different maximum payment amount is shown in the **schedule**, the most **we** will pay for any **event** for multiple items of jewellery and watches that are not **specified items** is \$15,000.

For example, if you lose 10 pieces of jewellery, each with a value of \$2,000, the most we will pay is \$15,000 unless we have previously agreed to increase the limit to \$20,000.

Maximum payment for specified items

The most **we** will pay for any **event** for a **specified item** is its **specified sum insured**.

Maximum payment for all other contents

Except as otherwise stated in this policy, the most **we** will pay under 'Section one – cover for your contents' for any **event** is the Sum Insured as shown in the **schedule**.

Section one – automatic additional benefits

These benefits are subject to the terms of this policy, except where the terms are varied in the benefit. The amounts shown in these benefits are included in the Sum Insured shown in the **schedule**, unless expressly stated that it is an additional payment.

Alternative accommodation

This policy is extended to cover the reasonable additional costs:

1. of temporary alternative accommodation (of a similar standard to the **home**) for **you**, any **family** member who permanently resides with **you**, and **your** domestic pets, and
2. to move **your contents** to the alternative accommodation and return them to the **home**, and

3. to move **your contents** to a secure storage facility, for storage while **you** are in alternative accommodation, and to return them to the **home**,

if the **home** is **your** principal residence and cannot be lived in due to **loss** to the **home** or to **your contents** at the same **home** that occurs during the same **period of cover** where the **loss**:

(a) is covered under:

- (i) this policy, or
- (ii) any home policy, or
- (iii) the **EQC Act** but would have been covered under (i) or (ii) above, or

(b) is to the **home** in which **you** are the tenant and that would have been covered under a home policy if **we** had insured that property, or would have been but is covered under the **EQC Act** instead.

If **you** occupy the **home** as a tenant, cover under this benefit ends on the date that:

1. **your** tenancy agreement ends, or
2. **you** move to another rental property,

whichever occurs first.

The most **we** will pay for any **event** is \$20,000.

We will pay these costs for a maximum of 12 months for any **event**.

This is in addition to any other payment under this policy.

If **you** have alternative accommodation cover under any other policy with **us**, the most **we** will pay for any **event** under all policies in total is the highest applicable limit.

Change in situation

When **you** permanently move to a new address during the **period of cover**, **we** will automatically provide cover at **your** new address, provided **you** contact **us** within 14 days of the date the **contents** are first removed.

Children living away from home

This policy is extended to cover sudden and **accidental loss** that occurs during the **period of cover** to **contents** of a **family** member who is a student attending a school, polytechnic or university and living away from **home** during the **period of cover**. However, if they are not living in a hostel or other accommodation run by or for that school, polytechnic or university:

1. there is no cover for **loss** arising from **contents** being:
 - (a) stolen, unless the theft follows forceful and violent entry to any building, or
 - (b) lost or misplaced.
2. the most **we** will pay for any **event** is:
 - (a) \$1,000 for any one item of **contents**, and
 - (b) \$5,000 in total.

Contents in storage

This policy is extended to cover sudden and **accidental loss** to **contents** while they are stored in a building, provided the **loss** occurs during the **period of cover** and:

1. they are in storage in a safe deposit box at a bank or commercial vault anywhere in New Zealand, or
2. **you** have notified **us** of the storage arrangement and **we** have approved it, and provided the **loss** is caused by any of the following:
 - (a) fire, lightning or explosion, or
 - (b) theft following forceful and violent entry to the storage building, or
 - (c) storm or flood (but not if the water originates from inside the building), or
 - (d) water that leaks, overflows, or is discharged from a water system installed at the storage building, or
 - (e) **natural disaster**, or
 - (f) aircraft or other aerial or spatial device, or an article dropped from them, or
 - (g) impact by **motor vehicle**.

Contents in transit

This policy is extended to cover sudden and **accidental loss** to **contents** while in transit from the **home** to any permanent residence in New Zealand, provided the **loss** occurs during the **period of cover** and the **loss** is caused by any of the following:

1. fire, lightning or explosion, or
2. theft following violent and forceful entry to a **motor vehicle** or building, or
3. storm or flood, or
4. **natural disaster**, or
5. aircraft or other aerial or spatial device, or an article dropped from them, or
6. **motor vehicle** collision.

Credit cards

This policy is extended to cover the irrecoverable amount **you** have lost, if **your** credit card or debit card is lost or stolen and used fraudulently during the **period of cover**, provided **you** have complied with the terms and conditions of **your** credit card or debit card.

We will not pay if the fraudulent use is by any person:

1. related to **you**, or
2. living at the **home**, or
3. covered under this policy.

The most **we** will pay during an **annual period** is \$1,000.

This is in addition to any other payment under this policy.

Electronic data and programs

This policy is extended to cover sudden and **accidental loss to contents** that occurs during the **period of cover** consisting of:

1. licensed computer software (including gaming software) and programs, or
2. digital data (including audio and video files),

in any format, provided:

- (a) **you** legally owned the software, programs or digital data, and
- (b) it was on **your** own storage device which suffered **loss** covered under this policy, and
- (c) it was at the **home**, or **temporarily removed** from the **home** for use anywhere else in New Zealand.

We will not pay for any of the following:

- (i) the cost of re-installing, re-setting or recreating the software, programs or digital data, or
- (ii) **loss** caused directly or indirectly by or in connection with a **computer virus**.

We will only pay the **present value** of the **loss**.

Fatal injury

If **you** or a **family** member suffers fatal injury as a result of fire, home invasion, burglary or theft that occurs at the **home** during the **period of cover**, **we** will pay **your** or their legal representative \$5,000 for each fatality.

The most **we** will pay for any **event** is \$10,000.

This is in addition to any other payment under this policy.

If **you** have fatal injury cover under any other policy with **us**, the most **we** will pay under all policies in total is the highest applicable limit.

The **excess** does not apply to this benefit.

Frozen food

This policy is extended to cover **accidental loss to contents** that occurs during the **period of cover** caused by a refrigerator or freezer suddenly stopping or breaking down, or the power supply being **accidentally** disconnected (including by an electricity supply company).

We will pay the reasonable costs to:

1. replace the perished items in **your** refrigerator or freezer (other than items kept by **you** in connection with any business), and
2. repair **loss to contents** caused by the perished items.

We will not pay for **loss to contents** caused by the power supply being disconnected because of any failure to pay a power bill.

Hidden gradual damage

This policy is extended to cover:

1. **hidden gradual damage to contents** that occurs and that **you** discover during the **period of cover**, and
2. any other **contents** that are not directly affected but must be damaged or destroyed to locate the cause of the **hidden gradual damage**, provided **we** have first given **our** permission.

The most **we** will pay during an **annual period** is \$2,000.

We will not pay the cost of searching for or repairing the source of the problem.

Home office

This policy is extended to cover sudden and **accidental loss to your** office furniture and office equipment used for earning income that occurs during the **period of cover**.

The most **we** will pay for any **event** is:

1. \$10,000 when the **loss** occurs at the **home**, or
2. \$1,500 when the **loss** occurs when **temporarily removed** from the **home**.

Keys and locks

If any key (including electronic keys or swipe cards or any equivalent device) or combination that gives access to:

1. the **home**, or
2. any safe or strongroom in the **home**,

is lost, damaged, stolen or believed on reasonable grounds to have been duplicated without **your** permission, during the **period of cover**, **we** will pay the cost of:

- (a) replacing any key to the **home** and altering or replacing the locks that the key was for, or
- (b) opening any safe or strongroom.

The most **we** will pay during an **annual period** is \$1,000.

If **you** have keys and locks cover under any other policy with **us**, the most **we** will pay during an **annual period** under all policies in total is \$1,000.

The **excess** does not apply to this benefit.

Monitored alarm

The **excess** does not apply to an **incident** resulting from a break-in or attempted break-in at the **home** during the **period of cover** where the **home** is fitted with a monitored alarm or security system that **we** approve and which is shown to have been active at the time of the **incident**.

Natural disaster

This policy is extended to cover sudden and **accidental loss to contents** that occurs during the **period of cover** caused by **natural disaster**.

However, if that **loss** is covered under the **EQC Act**, or would have been but for:

1. the application of an excess under the **EQC Act**, or
 2. a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**, or
 3. a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever, or
 4. any act or omission on **your** part, the part of **your** agent, or the part of the Earthquake Commission,
- and the cost to repair or replace **contents** that suffered the **loss** exceeds **your** maximum entitlement available (or that would have been available but for the reasons in 1. to 4. above), for that **loss** under the **EQC Act** (plus the excess under that Act), **we** will pay the difference between that maximum entitlement (plus that excess) and the cost to repair or replace **contents** that suffered the **loss**.

The most **we** will pay under this benefit for any **event** is the difference between that maximum entitlement (plus the excess) under the **EQC Act** and the Sum Insured shown in the **schedule**.

Overseas travel

This policy is extended to cover sudden and **accidental loss to your** clothing, personal effects, suitcases, bags, jewellery and watches, while **you** and members of **your family** accompanying **you** are in transit to and from, and travelling in, Australia or the South Pacific Islands during the **period of cover**, provided the entire trip does not exceed 3 weeks in total.

The most **we** will pay for any one trip is \$5,000.

Personal effects at work

This policy is extended to cover **your** personal effects that are kept at **your** place of work.

The most **we** will pay during an **annual period** is \$1,000.

Stress payment

If **we** settle a claim for **contents** as a total loss, **we** will also pay **you** \$2,000 for the stress caused by the **loss**.

If **you** have stress payment cover under any other policy with **us**, the most **we** will pay for any **event** under all policies in total is \$2,000.

This is in addition to any other payment under this policy.

Section two – your legal liability

What you are covered for:

Legal liability

You and members of **your family** are covered for legal liability (but not as a property owner) for:

1. **accidental loss** to someone else's property, or
 2. **bodily injury** to someone else, or
 3. General Average or salvage charges that **you** or they are legally required to pay as a result of **contents** being carried by ship that are covered under the 'Contents in transit' automatic additional benefit,
- that occurs during the **period of cover** in New Zealand.

Defence costs

You and members of **your family** are also covered for defence costs necessarily and reasonably incurred, with **our** prior approval, in relation to liability arising under the items above.

Reparation

You and members of **your family** are covered for legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** or their committing an offence during the **period of cover**, provided:

1. **you**, or any other person entitled to cover under this clause, tell **us** immediately if **you** or they are charged with any offence that resulted in **loss** of property or **bodily injury** to another person, and
2. **we** give **our** written approval before any offer of **reparation** is made.

There is no cover for any amounts that are covered under the Accident Compensation Act 2001 ('the Act'), or would be covered but for:

- (a) a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or
- (b) the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- (c) a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this clause should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

What you are not covered for:

There is no cover for:

1. liability connected in any way with:
 - (a) any business, trade, profession or sponsorship, or
 - (b) any contract or agreement, unless **you** or they would have been liable even without the contract or agreement, or
 - (c) the ownership or use of any:
 - (i) **motor vehicle** (other than any domestic garden appliance, electric wheelchair, mobility scooter, golf cart or children's motorbike not exceeding 50cc used only off road), trailer or caravan, or
 - (ii) aircraft or other aerial device, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authority, or
 - (iii) watercraft, unless it is covered under this policy, or
 - (d) any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the **period of cover** and is caused by a sudden and **accidental event** that occurs during the **period of cover**.
2. punitive or exemplary damages or fines.

IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY.

What we will pay:

Legal liability

The most **we** will pay for any **event** is \$2,000,000.

This is in addition to any other payment under this policy.

Defence costs

Defence costs covered under this policy will be paid in addition to the 'Legal liability' limit (above) and any other payment under this policy.

Settlement of any claim

We may pay the full amount under this part of this policy, or any lesser amount for which the liability can be settled plus defence costs incurred, and this will meet all **our** obligations under this part of this policy.

Policy exclusions that apply to all parts of this policy

Confiscation

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control **loss** that would otherwise have been covered under this policy.

Consequential loss

You are not covered for any kind of consequential loss other than as specifically provided for under the 'Alternative accommodation' automatic additional benefit.

For example, you are not covered for financial loss that occurs as a result of physical loss or physical damage that is covered under this policy.

Earth movements

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with:

1. subsidence or erosion, or
2. settling, warping or cracking caused by earth or other movements. However, this exclusion 2. does not apply to **loss** covered under the 'Natural disaster' automatic additional benefit.

Electronic data and programs

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever, including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion does not apply to:

1. physical damage to other covered property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded, and
2. loss covered under the 'Electronic data and programs' automatic additional benefit.

Excess

For each **incident** the relevant **excess** will be deducted from the amount of **your** claim, unless stated otherwise under an additional benefit.

If **we** insure both the **contents** and the **home** (at the same address) and **you** claim under both for **loss** caused by the same **incident**, only one excess will apply, being the highest applicable excess.

Where an **incident** occurs that results in a claim under more than one benefit (or sub-section of a benefit) of this policy, only one **excess** will apply, being the highest applicable **excess**.

The **excess** is deducted after any policy limits have been applied.

For example, if a limit of \$1,000 applies and an excess of \$250 is payable by you, the amount we will pay is \$750.

Intentional or reckless acts

You are not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by **you** or anyone else covered under this policy.

Nuclear

You are not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - (a) any nuclear fuel, or
 - (b) any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

Remotely piloted aircraft

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with the use of a remotely piloted aircraft outside of the Civil Aviation Authority rules.

Sanctions

You are not covered for any loss, damage, cost, expense, prosecution or liability to the extent that the provision of such cover or the payment of such claim would contravene any:

1. sanction, prohibition or restriction under any United Nations resolution, or
2. trade or economic sanctions, laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America or the European Union.

Terrorism

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Unlawful substances

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975. However, this exclusion does not apply to **loss** caused by the **accidental** spread of fire or explosion.

War

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

How to claim

What you must do

If anything occurs that may lead to a claim under this policy, **you** must:

1. do what **you** can to take care of the **contents** and to prevent any further loss, damage, cost, expense, prosecution or liability, and
2. tell **us** as soon as possible, and
3. notify the police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **contents** before any repairs are started, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information, in connection with the claim, being:
 - (a) disclosed to **us**, and
 - (b) transferred to the Insurance Claims Register Limited, and
8. not destroy or dispose of anything that is or could be part of a claim, and
9. tell **us** immediately if **you** are charged with any offence which resulted in **loss** of property or **bodily injury** to another person.

What you must obtain our agreement to do

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery, or
4. negotiate, offer to pay or pay any **reparation**, including, but not limited to, offers made as part of any case management conference or sentencing hearing.

Actions we may take

We may take action in **your** name to:

1. negotiate, defend or settle any claim against **you** that is covered under this policy, and
2. recover from any other person anything covered under this policy.

You must assist **us** with these actions. **We** will be responsible for the reasonable legal costs of these actions.

Policy conditions

Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- (a) decline **your** claim either in whole or in part,
- (b) decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- (c) declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including, but not limited to, when:

1. this insurance is **applied** for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

Cancellation

By you

You may cancel this policy at any time by notifying **us** or NZPA. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of cover**. **You** must pay any outstanding premium for the used portion of the **period of cover**.

By us

We may cancel this policy at any time by giving **you** or NZPA notice in writing or by electronic means at **your** or NZPA's last known address. Unless otherwise specified in this policy, cancellation will take effect from the 30th day after the date of the notice.

We will refund **you** any premium that is due to **you** based on the unused portion of the **period of cover**.

Automatically

1. This policy will be automatically cancelled if **you** do not pay the premium. Cancellation under this clause will be effective from the date to which the policy was paid up to.
2. If **we** settle **your** claim as a total loss, this policy will be automatically cancelled. **We** will not refund **you** any premium for the unused portion of the **period of cover**.

Change of terms

We may change the terms of this policy (including the **excess**) at any time by giving **you** or NZPA notice in writing or by electronic means at **your** or NZPA's last known address. Unless otherwise specified in this policy, the change in terms will take effect from the 30th day after the date of the notice.

Changes in circumstances

You must notify **us** or NZPA immediately if, after **we** have accepted **your application** for this policy, there is a material:

1. increase in the risk covered, or
2. alteration in the risk covered.

We may change the terms of this policy in response to any material change in circumstances **you** or anyone else advises to **us**. The change in terms will be effective from the date of the change in circumstances.

Information is 'material' where we would have made different decisions about either: (a) accepting your insurance, or (b) setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.

The 'risk covered' refers to both: (a) the actual property or liabilities covered (known as physical hazard), and (b) you or other persons covered under this policy (known as moral hazard).

Currency

Any amounts shown in this policy and in the **schedule** are in New Zealand dollars.

Goods and Services Tax (GST)

Any amounts shown in this policy and in the **schedule** include GST.

Governing law and jurisdiction

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

Joint insurance

If this policy covers more than one person, then all persons are jointly covered.

This means that a breach of this policy by any one person affects everyone's ability to claim under this policy.

Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

Other insurance

You must tell **us** if the **contents** are or become covered under any other insurance. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

However, this condition does not apply to the 'Fatal injury' automatic additional benefit.

Other parties with a financial interest

If **we** know of any financial interest over the **contents**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest under this policy is not covered and does not have rights to claim under this policy.

Reasonable care

You and anyone else covered under this policy must take reasonable care at all times to avoid circumstances that could result in a claim.

Your claim will not be covered if **you** or they are reckless or grossly irresponsible.

Definitions

The definitions apply to the plural and any derivatives of the words.

For example, the definition of 'accidental' also applies to the words 'accident', 'accidents' and 'accidentally'.

accidental

unexpected and unintended by **you**.

act of terrorism

an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or disrupt an electronic system.

annual period

the **period of cover**. However, if:

- **your** premium is paid at a frequency other than annually, or
- the **period of cover** is for more than 12 months,

the annual period is the current 12-month period calculated consecutively from the date this policy first started.

application

the information provided by **you** to **us** when **you** purchased this insurance or requested a quotation for this insurance from **us**.

bodily injury

the **accidental** death of, or **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

camera

the camera body (film, video or digital) and the standard lens that would normally be supplied with that body at the time of the original purchase. Any additional lenses and accessories are separate items.

computer virus

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'.

contents

any of the following:

- household goods and personal effects,
- loose floor covering including: mats, rugs or runners,
- **watercraft** (including its parts and accessories in it or attached to it),
- domestic garden appliance, electric wheelchair, mobility scooter, golf cart or children's motorbike not exceeding 50cc that is used only off road (including their parts and accessories),
- portable swimming pool or portable spa pool,
- parts or accessories of any:
 - (a) **watercraft**, or
 - (b) **motor vehicle**, trailer or caravan, or
 - (c) aircraft or other aerial device,that are not in them or attached to them,

that are owned by or hired to **you** or members of **your family** (provided **you** or they are legally liable under the hire agreement) but that are not used at any time for earning income, unless cover is provided under the 'Home office' automatic additional benefit, and it includes:

- gifts belonging to other people being kept at the **home**, and
- contents that are owned by any of **your** children that are left with **you** while they live outside New Zealand.

It does not include any of the following:

- livestock, domestic pet or other creature,
- fitted floor covering (including glued, smooth edge or tacked carpet, or floating floor), of the dwelling or its domestic outbuildings,
- **motor vehicle**, trailer or caravan and their parts and accessories that are in them or attached to them,
- aircraft or other aerial device and their parts and accessories that are in them or attached to them, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authority.

electronic data

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.

EQC Act

Earthquake Commission Act 1993 or any Act in substitution of that Act.

event

any one event or series of events arising from one source or original cause.

excess

the first amount of the claim that **you** must pay, which is shown in either the **schedule** or in this policy wording.

family

any member of **your** family who:

- permanently resides with **you**, or
- is a student attending a school, polytechnic or university and living away from **home** while attending the school, polytechnic or university.

hidden gradual damage

hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from any internal:

- tank that is plumbed into the water reticulation system of the **home** and is permanently used to store water, or
- water pipe, or
- waste disposal pipe,

installed at the **home**.

home

the buildings and grounds at the situation shown in the **schedule**. It does not include any land or earth or fill.

incident

something that occurs at a particular point in time, at a particular place and in a particular way.

loss

physical loss or physical damage.

motor vehicle

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

natural disaster

an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the **EQC Act**.

period of cover

The Period of Cover shown in the **schedule**.

present value

the estimated reasonable cost to replace an item with an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.

reparation

an amount ordered by a New Zealand court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

replacement cover item

an item of **contents** other than any:

- book, or
- clothing or footwear, or
- audio, video or optical storage media, including, but not limited to, records, tapes, CDs, DVDs or Blu-ray discs, or
- computer hardware over 5 years old, or
- licensed computer and gaming software (including gaming cartridges) and programs, or
- digital data (including audio and video files), or
- **watercraft** and its parts and accessories, or
- parts and accessories of any **motor vehicle**, trailer or caravan that are not in them or attached to them, or
- remotely piloted aircraft over 2 years old (including its parts and accessories that are in it or attached to it), or
- parts and accessories of any aircraft or other aerial device that are not in them or attached to them, or
- household linen, or
- camping equipment, or
- sports equipment, or
- bicycle, or
- item that **you** choose not to repair or replace.

schedule

the latest version of the Schedule **we** issued to **you** for this policy.

specified item

any item that is listed in the **schedule** with a corresponding **specified sum insured**.

specified sum insured

the amount shown in the **schedule** that corresponds with the **specified item**.

temporarily removed

contents temporarily 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.

It does not include any **contents**:

- permanently removed from the **home**, unless cover is provided under the 'Personal effects at work' automatic additional benefit, or
- removed from the **home** to any place for storage, sale or exhibition, or
- removed during the course of moving house or household removal, or
- owned by or in the custody of any **family** member who is a student and is:
 - (a) living away from **home**, and
 - (b) attending a school, polytechnic or university,

unless cover is provided under the 'Children living away from home', 'Contents in storage' or 'Contents in transit' automatic additional benefits.

watercraft

any of the following:

- surfboard, windsurfer, paddleboard, kite surfer, surf ski, dinghy, kayak or canoe (including their parts and accessories),
- any other watercraft powered by a motor or sail, with a **present value** of no more than \$2,000 including its parts and accessories.

we, us, our

NZI, a business division of IAG New Zealand Limited.

you

- the person(s) or entity shown as the Insured in the **schedule**, and
- that person's husband or wife or person with whom they are living in the nature of a marriage.