

# NZI / NZbrokers Contents Policy



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## INTRODUCTION

### ABOUT THIS POLICY

**Your** policy consists of:

1. this policy document, and
2. the **schedule**, and
3. any addendum, endorsement or warranty that **we** apply.

### 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 this 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** can change **your** mind, provided **you** tell **us** within 30 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 a claim has been made.

### EXAMPLES

**We** have sometimes used examples and comments to make the parts of this policy document easier to understand. These examples and comments, which are printed in *italics*, do not affect or limit the meaning of the section they refer to.

### HEADINGS

The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document.

### DEFINED WORDS

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'DEFINITIONS'.

## INSURANCE AGREEMENT

### OUR AGREEMENT

**You** agree to pay **us** the premium. In exchange, and in reliance on the information provided in the **application**, **we** agree to cover **you** as set out in this policy document.

## 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 **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 the policy out 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.

### LOSS CAUSED BY

**You** are not covered for **loss** to **contents** caused by:

1. structural additions or structural alterations to the **home**, 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).

However, these exclusions 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 undamaged parts of a complete pair or set, unless cover is provided under the 'Pairs and Sets' Automatic Additional Benefit, or
2. **loss** to fuses, protective devices or lighting or heating elements caused by electricity, or
3. 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, or
4. **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 4. applies only to **contents** directly affected. It does not apply to any resultant sudden and **accidental loss** to other **contents**.

### GRADUAL DAMAGE

**You** are not covered for:

1. wear and tear, depreciation, corrosion or rust, or
2. rot, mould 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 any **loss** that is intentionally caused by any:

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

except where the **loss** is:

- (a) a result of fire or explosion, provided the fire or explosion was not intentionally caused by **you** or **your partner**, or
- (b) covered under the 'Intentional Acts and Loss of Rent' Optional Additional Benefit.

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

## WHAT WE WILL PAY

### CONTENTS COVERED FOR REPAIR OR REPLACEMENT

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

1. repair the item, where in **our** opinion it is economical to do so, or
2. 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 the cost to:

1. repair the appliance where in **our** opinion it is economical to do so, or
2. 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 **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** happened, 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. \$5,000 for any single: pair of earrings, item of jewellery, watch, collection of stamps, medals or coins, **camera** (film, video or digital), or camera accessory, and
2. \$5,000 for any: surfboard, windsurfer, surf ski, kite surfer, paddle board, dinghy, kayak or canoe (including their parts and accessories that are in them or attached to them), and
3. \$5,000 for any bicycle, and
4. \$1,500 in total for: money, bullion, unset precious stones or stamps not being part of a collection, and
5. \$2,500 in total for all parts or accessories of any:
  - (a) **watercraft**, or
  - (b) **motor vehicle**, motorcycle, motor scooter, trailer, caravan, or
  - (c) aircraft or other aerial device,that are not in it or attached to it, and
6. \$1,500 for any **motor vehicle** accessory that is attached to **your** employer's **motor vehicle**, and
7. \$3,000 for any remotely piloted aircraft (including its parts and accessories that are in it or attached to it).

### MAXIMUM PAYMENT – SPECIFIED ITEMS

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

### MAXIMUM PAYMENT

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**.

## 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**, 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, family** who permanently resides with **you**, and **your** domestic pets, and
2. to move **contents** to the alternative accommodation and return them to the **home**, and
3. to move **contents** to a secure storage facility, for storage while **you** are in alternative accommodation, and to return them to the **home**,

if:

- (a) the **home** cannot be lived in due to **loss** to the **home** or to **contents** at the same **home**, or
- (b) the **home** can be lived in but a government or local authority order requires **you** to evacuate because of impending damage,

that occurs during the same **period of cover** where the **loss** or impending damage:

(i) is covered under:

1. this policy, or
2. any home policy, or
3. the **EQC Act**, but would have been covered under any home policy,

(ii) 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 by the **EQC Act** instead.

Cover under this benefit ends on the earlier of the date on which:

- (a) **your** tenancy agreement ends, or **you** move to another rental property, if **you** occupy the **home** as a tenant, or
- (b) the evacuation order is lifted. However, cover may continue if the impending damage has caused **loss** to the **home** or to **contents** at the same **home** that leaves the **home** unliveable.

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

- (i) \$50,000 for a maximum of 18 months if the **loss** is the result of fire or explosion, or
- (ii) \$30,000 for a maximum of 12 months for all other **losses**.

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 for its corresponding payment period.

**We** will pay these costs in addition to the **sum insured**.

### BUSINESS TRADE OR PROFESSIONAL PROPERTY

This policy is extended to cover sudden and **accidental loss** during the **period of cover** to **your** or **family's** tools of trade, equipment, plant or machinery used for business, provided the **loss** is not covered under any other insurance policy.

The most **we** will pay for any **event** is \$2,500.

### CHANGE OF SITUATION

This policy is extended to cover **you** if **you** change **your** permanent home. **We** will cover **contents** at the new situation, provided **you** notify **us** within 30 days of the date **contents** are first removed.

Cover for **contents** at the previous situation will cease 30 days after **contents** are first removed, unless **we** agree otherwise.

There is no cover for **contents** whilst in the course of removal or transit unless the **loss** is covered under the 'Contents in Transit' Automatic Additional Benefit.

### CONTENTS IN STORAGE

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

1. in storage in a safe deposit box at a bank or commercial vault anywhere in New Zealand, or

2. stored in a professional storage facility for no longer than 6 months, and provided the **loss** was caused by any of the following:
  - (a) fire, lightning or explosion, or
  - (b) theft following violent and forceful 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 professional storage facility, 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

**We** will pay:

1. the unrecoverable amount **you** have lost, if credit cards or debit cards owned by **you** or **family** are lost or stolen and used fraudulently by any person who is not:
  - (a) related to **you**, and
  - (b) living at the **home**, and
  - (c) a person whose **contents** are covered under this policy,provided the terms and conditions of the lost or stolen credit card or debit card have been complied with.

The most **we** will pay during the **period of cover** is \$1,000.

2. the outstanding balance of credit cards owned by **you** or **family** if **you** or they suffer death or total disablement following an **accident** that occurs in New Zealand during the **period of cover**.

The most **we** will pay for any **event** is \$1,000.

**We** will pay these costs in addition to the **sum insured**.

#### ELECTRONIC DATA AND PROGRAMS

This policy is extended to cover sudden and **accidental loss**, which happens during the **period of cover** to **contents** consisting of:

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

in any format, as long as:

- (a) **you** or **family** legally owned the software, programs or digital data, and
- (b) it was on a storage device which suffered **loss** covered under this policy.

**We** will not pay for any of the following:

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

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

#### FATAL INJURY

If **you** or **family** 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 **you** or their legal representative \$10,000.

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

If more than one person becomes entitled to cover under this benefit, the amount **we** will pay will be divided equally between each person.

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.

**We** will pay these costs in addition to the **sum insured**.

The 'Other Insurance' Policy Condition does not apply to this benefit.

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

### HIDDEN GRADUAL DAMAGE

This policy is extended to cover:

1. **hidden gradual damage** to **contents** that happens and that **you** discover during the **period of cover**, and
2. any other **contents** that are not directly affected but must be removed, 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 the **annual period** is \$5,000.

### HOME OFFICE

This policy is extended to cover sudden and **accidental loss** to office furniture and office equipment owned by **you**, provided the:

1. **loss** occurs during the **period of cover**, and
2. office furniture and equipment is used for earning income.

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

- (a) \$15,000 when the **loss** occurs at the **home**, or
- (b) \$1,500 when the **loss** occurs when **temporarily removed** from the **home**.

### IDENTITY THEFT

If, during the **period of cover**, **you** provide reasonable evidence confirming **your** identity has been stolen and used without consent to get a financial benefit, **we** will pay:

1. the reasonable legal costs **you** need to pay in New Zealand to:
  - (a) defend court proceedings wrongly brought against **you** by credit providers, retailers or collection agencies,
  - (b) attempt to set aside judgements wrongly made against **you**,
  - (c) prepare documents that confirm **your** identity was stolen,
  - (d) remove incorrect entries on credit referencing bureau lists.
2. the fees charged by New Zealand Government organisations if **you** need to replace the following documents as a result of the identity theft:
  - (a) passport,
  - (b) driver licence,
  - (c) birth certificate.

There is no cover under this benefit for:

1. identity theft by anyone living with **you**, or identity theft if arranged by **you**, or
2. paying a debt which resulted from the identity theft.

**We** must agree to pay any legal costs or fees before **you** incur them.

The most **we** will pay during the **annual period** is \$2,500.

### 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 they were for, or
- (b) opening any safe or strongroom.

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

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 the highest applicable limit.

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



## LOSS OF RENT

If the **home** is a residential rental property that:

1. is rented to a tenant and this is shown in the **schedule**, or
  2. was rented to a tenant within 90 days prior to the date of the **loss**,
- this policy is extended to cover the amount of any rent **you** have lost, if:
- (a) the **home** cannot be lived in due to **loss** to the **home** or to **contents** at the same **home**, or
  - (b) the **home** can be lived in but cannot be tenanted because a government or local authority has ordered an evacuation due to impending damage,

that occurs during the **period of cover** where the **loss** or impending damage is covered under:

- (i) this policy, or
- (ii) any home policy, except for **loss** in connection with methamphetamine contamination, or
- (iii) the **EQC Act**, but would have been covered under any home policy.

Cover under this benefit ends on the earlier of the date on which:

1. **your** claim for the **loss** is settled, or
2. **we** have paid **you** for a maximum of:
  - (a) 18 months if the **loss** is the result of the **accidental** spread of fire or explosion, or
  - (b) 12 months for all other **losses**, or
3. the evacuation order is lifted. However, cover may continue if the impending damage has caused **loss** to the **home** or to **contents** at the same **home** that leaves the **home** unliveable.

The most **we** will pay for each residential dwelling shown in the **schedule** as covered under this policy for any **event** is:

- (i) \$50,000 if the **loss** is the result of the **accidental** spread of fire or explosion, or
- (ii) \$30,000 for all other **losses**.

If **you** have loss of rent cover under the 'Intentional Acts and Loss of Rent' Optional Additional Benefit or under any other policy with **us**, the most **we** will pay for any **event** for each residential dwelling under all policies in total is the highest applicable limit.

**We** will pay these costs in addition to the **sum insured**.

## MOBILE PHONE

**We** will pay the irrecoverable amount billed by the network service provider, if a mobile phone owned by **you** or **family** is lost or stolen and used by an unauthorised person during the 24 hours immediately following its loss or theft during the **period of cover**, provided the network service provider is advised immediately after the mobile phone is discovered lost or stolen.

The most **we** will pay for any **event** is \$500.

**We** will pay these costs in addition to the **sum insured**.

## OVERSEAS TRAVEL

This policy is extended to cover sudden and **accidental loss** to **your** or **family's** clothing, personal effects, suitcases, bags, jewellery, watches and **cameras**, while **you** and **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 60 days in total.

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

If **you** have selected 'Worldwide' cover for **your** or **family's specified items** of jewellery and watches as shown in the **schedule**, this policy is extended to cover sudden and **accidental loss** to those items while **you** or **family** are travelling anywhere in the world for any length of time, including while in transit, during the **period of cover**.

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

## PAIRS AND SETS

When **your** covered claim relates to a part of a pair or set, **we** will at **our** option pay:

1. the cost to repair the damaged part, or
2. the difference between the:
  - (a) cost to replace the complete pair or set, and
  - (b) value of the incomplete pair or set.

However, if the damaged part cannot be repaired, provided **we** agree, **you** may surrender the undamaged parts of the pair or set to **us**, and **we** will pay **you** the cost to replace the entire set.

### REFRIGERATED GOODS

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 cost to:

1. replace the perished items in **your** refrigerator or freezer (other than items kept by **you** or **family** 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.

### REMOVAL OF DEBRIS

This policy is extended to cover the reasonable costs of removing damaged **contents** from the **home** following **loss** covered under this policy, provided such costs are incurred with **our** prior consent.

### 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 the highest applicable limit.

**We** will pay these costs in addition to the **sum insured**.

### STUDENTS LIVING AWAY FROM HOME

If the **home** is **your** residence, this policy is extended to cover sudden and **accidental loss** that occurs during the **period of cover** to **contents** of **family** who is a student attending a school, polytechnic, university or institute of learning 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, university or institute of learning:

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) \$1,500 for any one item of **contents**, and
  - (b) \$7,500 in total.

There is no cover under this benefit if **we** have the **home** recorded as a 'holiday home' and this is shown in the **schedule**.

### VISITOR'S EFFECTS

This policy is extended to cover sudden and **accidental loss** during the **period of cover** to the personal effects of **your** visitors while they are staying with **you**, provided the **loss** is not covered under any other policy held by **you** or them.

The most **we** will pay for any **event** is \$2,500.

## SECTION ONE – OPTIONAL ADDITIONAL BENEFIT

The following benefit is an Optional Additional Benefit. Cover applies only if **you** have purchased the benefit and it is shown in the **schedule**. This benefit is subject to the terms of this policy, except where the terms are varied in the benefit. The amount payable under this benefit is included in the **sum insured**.

### INTENTIONAL ACTS AND LOSS OF RENT

This policy is extended to cover:

1. sudden and **accidental loss** that occurs during the **period of cover** to **contents**, caused by:
  - (a) intentional damage, or
  - (b) vandalism, or
  - (c) theft,by any:
  - (i) tenant, or
  - (ii) guest of a tenant, or

- (iii) person who occupies the **home** (other than **you** or **family**).  
The most **we** will pay for any **event** is \$30,000.
2. loss of rent if the **home** cannot be lived in as a result of any **loss** covered under 1. above.  
The most **we** will pay for any **event** is 52 weeks' rent.  
If **you** have loss of rent cover under the 'Loss of Rent' Automatic Additional Benefit or under any other policy with **us**, the most **we** will pay for any **event** for each residential dwelling under all policies in total is the highest applicable limit.
- No claim is payable unless all of the 'Landlord's Obligations' under the 'Policy Conditions' section have been met.

## SECTION TWO – YOUR LEGAL LIABILITY

### WHAT YOU ARE COVERED FOR LEGAL LIABILITY

**You** and **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 **family** are also covered for defence costs, reasonably incurred with **our** approval, for liability arising under the items above.

### REPARATION

**You** and **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 they 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

**You** and **family** are not covered for:

1. liability connected in any way with:
  - (a) any business (other than renting the **home** as a residence), 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 below.*

### WHAT WE WILL PAY

#### LEGAL LIABILITY

The most **we** will pay for a claim under 'What You Are Covered For' 'Legal Liability' for any **event** is \$5,000,000.

This is in addition to the **sum insured**.

#### DEFENCE COSTS

Defence costs covered for a claim under 'What You Are Covered For' 'Legal Liability' will be paid in addition to the **sum insured** and Legal Liability limit (above).

#### 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 Act 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' or 'Loss of Rent' Automatic Additional Benefits or the 'Intentional Acts or Loss of Rent' Optional 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 the 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, unless caused by **natural disaster**.

### 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. any **loss** covered under the 'Electronic Data and Programs' or 'Keys and Locks' Automatic Additional Benefits.

### EXCESS

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

If **you** have multiple dwellings insured under this policy, the **excess** applies individually to each dwelling.

Where an **incident** results in multiple claims under any contents, home, private motor vehicle or boat policy **you** hold with **us** (insured at the same address), **we** will only apply one excess. That excess will be the highest excess of the policies affected.

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

### **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. 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 (whether war is declared or not), civil war, insurrection, rebellion, revolution, or military or usurped power.

## **HOW TO CLAIM**

### **WHAT YOU MUST DO**

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

1. do what **you** can to take care of **contents** and to prevent any further loss, expense 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 **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 **you** personal information, in connection with the claim, being:
  - (a) disclosed to **us**, and
  - (b) transferred to 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** 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 **you**, any other person **we** cover under this policy or anyone acting on **your** behalf breaches any of the conditions of this policy, **we** may decline:

1. **your** claim, either in whole or in part,
2. any claim in connection with the same **event** that **you** make on any other policies **you** have with **us**.

### DISHONEST OR FRAUDULENT

If **you**, any other person **we** cover under this policy or anyone acting on **your** behalf commits a dishonest or fraudulent act or omission, **we** may treat either this policy or all insurance **you** have with **us** as if it no longer exists 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**. 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 due for the used portion of the **period of cover**.

#### BY US

**We** may cancel this policy at any time by giving **you** or **your** NZbrokers insurance broker notice in writing or by electronic means at **your** or **your** NZbrokers insurance broker's last known address. Unless otherwise specified in this policy, cancellation will take effect from 4pm on 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 when due. Cancellation will be effective from the date to which this policy was paid up to.
2. If **we** settle **your** claim as a total loss, this policy will be automatically cancelled from the date **we** pay **your** claim. **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 **your** NZbrokers insurance broker notice in writing or by electronic means at **your** or **your** NZbrokers insurance broker's last known address. Unless otherwise specified in this policy, the change in terms will take effect from 4pm on the 30th day after the date of the notice.

**CHANGES IN CIRCUMSTANCES**

**You** must notify **us** 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 advised to **us** by **you** or anyone else. The change in terms will be effective from the date of 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, including the premium and excess, 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 insured (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)**

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

1. all sums insured exclude GST, and
2. all other policy limits and sub limits include GST, and
3. all **excesses** include GST, and
4. GST will be added, where applicable, to claim payments.

**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.*

**LANDLORD'S OBLIGATIONS**

If the **home** is tenanted, **you**, or the person who manages the tenancy on **your** behalf, must:

1. exercise reasonable care in the selection of the tenant(s) by at least obtaining satisfactory identification and written or verbal references for each adult tenant; and when a reasonable landlord would consider it appropriate, also check their credit and Tenancy Tribunal history, and
2. keep written records of the pre-tenancy checks conducted for each adult tenant, and provide to **us** a copy of these if **we** request it, and
3. collect a total of 3 weeks' rent in any combination of rent in advance and bond that will be registered with Tenancy Services, and
4. complete an internal and external inspection of the **home** at a minimum of 3 monthly intervals and the relevant residential dwelling upon every change of tenant(s), and
5. keep photographs and a written record of the outcome of each inspection, and provide to **us** a copy of these if **we** request it, and
6. monitor rents on a weekly basis with written notification being sent to the tenant(s) whenever rent is 14 days in arrears, together with a personal visit to determine if the tenant(s) remains in residence, and
7. make application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986 if:
  - (a) the rent is 21 days in arrears, or
  - (b) **you** become aware of any illegal activity by the occupant(s) at the **home**, or
  - (c) intentional damage to the **home** is caused by the occupant(s).

If the **home** is provided to and occupied by **your** employee as part of their employment package with **you**, then obligations 3., 6. and 7.(a) do not apply.

## 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 **contents** 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.

## OTHER PARTIES WITH A FINANCIAL INTEREST

If **we** know of any financial interest over **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** must take reasonable care at all times to avoid circumstances that could result in a claim.

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

## VACANT HOMES

This policy is automatically suspended if **you** or a person authorised by **you** has not been living at the **home** for a period of more than 90 consecutive days.

This policy may be continued, if **you** tell **us** that no one will be living at the **home** and **we** agree that cover will continue. **We** may, at this time, change the terms of the policy.

However, if **you** previously lived in the **home** and **your** intention is to return to the **home** within 180 days, this condition will not apply provided **you** maintain it in a lived-in state by:

1. keeping the lawns mowed and gardens tidy, and
2. stopping regular mail and newspaper deliveries, and
3. a nominated person checking inside and outside the **home** at least once a week.

This policy will automatically start again as soon as **you**, or a person authorised by **you**, is living in the **home** again.

If **we** have the **home** recorded as a 'holiday home', this condition will not apply provided:

1. the **home** is inspected inside and outside by **you** or a nominated person at least every 90-days, and
2. the **home** and its grounds are adequately maintained, and
3. mail is cleared regularly, and
4. the water supply is turned off, and
5. all doors are locked, and all windows secured.

## DEFINITIONS

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

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

### accident

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.



<b>annual period</b>	<p>the <b>period of cover</b>. However, if the:</p> <ul style="list-style-type: none"> <li>• premium is paid monthly or quarterly, or</li> <li>• <b>period of cover</b> is for more than 12 months,</li> </ul> <p>the annual period is the current 12-month period calculated consecutively from the date this policy first started.</p>
<b>application</b>	<p>the information provided by <b>you to us</b> when <b>you</b> purchased this insurance or requested a quotation for this insurance from <b>us</b>.</p>
<b>bodily injury</b>	<p>the <b>accidental</b> death of, or <b>accidental</b> bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.</p>
<b>camera</b>	<p>the camera body 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.</p>
<b>computer virus</b>	<p>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'.</p>
<b>contents</b>	<p>any of the following:</p> <ul style="list-style-type: none"> <li>• household goods and personal effects,</li> <li>• loose floor covering including: mats, rugs or runners,</li> <li>• <b>watercraft</b> (including its parts and accessories in it or attached to it),</li> <li>• electric wheelchair, mobility scooter, domestic garden appliance, golf cart or children's motorbike not exceeding 50cc that is used only off road (including their parts and accessories),</li> <li>• portable swimming pool or portable spa pool,</li> <li>• <b>motor vehicle</b> accessories that are attached to <b>your</b> employer's <b>motor vehicle</b>, provided the <b>motor vehicle</b> is under <b>your</b> control,</li> <li>• parts or accessories of any:             <ul style="list-style-type: none"> <li>(a) <b>watercraft</b>, or</li> <li>(b) <b>motor vehicle</b>, trailer, caravan, or</li> <li>(c) aircraft or other aerial device,</li> </ul>             that are not in it or attached to it,           </li> </ul> <p>that are:</p> <ul style="list-style-type: none"> <li>• owned by <b>you</b> or <b>family</b>, or</li> <li>• hired to <b>you</b> or <b>family</b> provided <b>you</b> or they are legally liable under the hire agreement, and not otherwise insured under any other insurance policy, or</li> <li>• in the custody or control of <b>you</b> or <b>family</b>, provided <b>you</b> or they are responsible for the item(s), and</li> </ul> <p>It includes:</p> <ul style="list-style-type: none"> <li>• gifts belonging to other people being kept at the <b>home</b>, and</li> <li>• contents that are owned by any of <b>your</b> children that are left with <b>you</b> while they live outside New Zealand.</li> </ul> <p>It does not include any of the following:</p> <ul style="list-style-type: none"> <li>• fixtures and fittings permanently attached to the residential dwelling(s). This includes: kitchen stove, hob or range hood, any other home appliance that is permanently wired, permanently plumbed or permanently built-in, unless <b>your home</b> is insured by a policy that does not cover these items,</li> <li>• kitchen oven permanently attached or not, unless <b>your home</b> is insured by a policy that does not cover this item,</li> <li>• items used for earning income except:             <ul style="list-style-type: none"> <li>(a) office furniture and office equipment covered under the 'Home Office' Automatic Additional Benefit, or</li> <li>(b) tools of trade, equipment, plant or machinery covered under the 'Business Trade or Professional Property' Automatic Additional Benefit,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"><li>• livestock, domestic pet or other creature,</li><li>• fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the dwelling or its domestic outbuildings, unless <b>your home</b> is insured by a policy that does not cover fitted floor coverings,</li><li>• <b>motor vehicle</b>, trailer or caravan and its parts or accessories that are in it or attached to it,</li><li>• <b>motor vehicle</b> parts or accessories, except where cover is provided for vehicle accessories that are attached to <b>your employer's motor vehicle</b>,</li><li>• aircraft or other aerial device and their parts or accessories that are in it or attached to it, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authority.</li></ul>
<b>electronic data</b>	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.
<b>EQC Act</b>	Earthquake Commission Act 1993 or any Act in substitution of that Act.
<b>event</b>	any one or more occurrence of covered <b>loss</b> during the <b>period of cover</b> arising from one source or original cause or related causes.
<b>excess</b>	the first amount of the claim that <b>you</b> must pay, which is shown in either the <b>schedule</b> or in this policy wording.
<b>family</b>	any member of <b>your</b> family who: <ul style="list-style-type: none"><li>• permanently resides with <b>you</b>, or</li><li>• is a student attending a school, polytechnic, university or institute of learning and living away from <b>home</b> while attending the school, polytechnic, university or institute of learning</li></ul>
<b>hidden gradual damage</b>	hidden rot, hidden mould, hidden mildew or hidden gradual deterioration, caused by water leaking from any: <ul style="list-style-type: none"><li>• internal tank, or</li><li>• internal water pipe, or</li><li>• internal waste disposal pipe, or</li><li>• bath, shower, basin, sink, toilet, cistern or bidet,</li></ul> installed at the <b>home</b> .
<b>home</b>	the buildings and grounds at the situation shown in the <b>schedule</b> . It does not include any land or earth or fill.
<b>incident</b>	something that happens at a particular point in time, at a particular place and in a particular way.
<b>loss</b>	physical loss or physical damage.
<b>motor vehicle</b>	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.
<b>natural disaster</b>	an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the <b>EQC Act</b> .
<b>partner</b>	<b>your</b> husband or wife or person with whom <b>you</b> are living in the nature of a marriage.
<b>period of cover</b>	the period of cover shown in the <b>schedule</b> .
<b>present value</b>	the estimated reasonable cost to replace the item with an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.
<b>reparation</b>	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.

<b>replacement cover item</b>	<p>an item of <b>contents</b> other than any:</p> <ul style="list-style-type: none"> <li>• book, or</li> <li>• clothing or footwear, or</li> <li>• audio, video or optical storage media, including, but not limited to, records, tapes, CDs, DVDs or Blu-ray discs, or</li> <li>• digital data (including audio and video files), or</li> <li>• computer hardware over 5 years of age, or</li> <li>• licensed computer and gaming software (including gaming cartridges) and programs, or</li> <li>• camping equipment, or</li> <li>• <b>watercraft</b> and its parts and accessories more than 12 months old, or</li> <li>• parts and accessories of <b>watercraft</b> that do not form part of the <b>watercraft you</b> own, or</li> <li>• parts and accessories of any <b>motor vehicle</b> (other than a child car seat, baby capsule or mobility scooter), trailer or caravan that are not in it or attached to it, or</li> <li>• remotely piloted aircraft over 2 years of age (including its parts and accessories that are in it or attached to it), or</li> <li>• parts and accessories of an aircraft or other aerial device that are not in it or attached to it, or</li> <li>• household linen, or</li> <li>• item that cannot be repaired or replaced in New Zealand, or</li> <li>• item that <b>you</b> choose not to repair or replace.</li> </ul>
<b>schedule</b>	the latest version of the schedule <b>we</b> issued to <b>you</b> for this policy.
<b>specified item</b>	any item that is listed in the <b>schedule</b> with a corresponding <b>specified sum insured</b> .
<b>specified sum insured</b>	the amount shown in the <b>schedule</b> that corresponds with the <b>specified item</b> .
<b>sum insured</b>	the sum insured shown in the <b>schedule</b> .
<b>temporarily removed</b>	<p><b>contents</b> temporarily removed for a particular reason or purpose, with the intention that they will be returned to the <b>home</b> or sporting equipment that is semi-permanently removed from the <b>home</b> and stored at <b>your</b> sports club in a secured locker. This also includes taking items to <b>your</b> place of work or on holiday. It does not include any <b>contents</b>:</p> <ul style="list-style-type: none"> <li>• permanently removed from the <b>home</b>, or</li> <li>• removed from the <b>home</b> to any place for storage, sale or exhibition for a period of more than 7 consecutive days, unless cover is provided under the 'Contents in Storage' Automatic Additional Benefit, or</li> <li>• removed during the course of moving house or household removal, unless cover is provided under the 'Contents in Transit' Automatic Additional Benefit, or</li> <li>• owned by or in the custody of <b>family</b> who is a student and is: <ul style="list-style-type: none"> <li>(a) living away from <b>home</b>, and</li> <li>(b) attending a school, polytechnic or university or institute of learning,</li> </ul>                     unless cover is provided under the 'Students Living Away from Home' Automatic Additional Benefit.                 </li> </ul>
<b>watercraft</b>	<p>any of the following:</p> <ul style="list-style-type: none"> <li>• surfboard, windsurfer, surf ski, kite surfer, paddle board, dinghy, kayak or canoe (including their parts and accessories),</li> <li>• any other watercraft powered by a motor or sail, with a <b>present value</b> of no more than \$5,000 including parts and accessories.</li> </ul>
<b>we, us, our</b>	NZI, a business division of IAG New Zealand Limited.
<b>you</b>	<ul style="list-style-type: none"> <li>• the person(s) or entity shown as the insured in the <b>schedule</b>, and</li> <li>• that person's <b>partner</b>.</li> </ul>

NZI, a business division of IAG New Zealand Limited, has relationships with brokers and other insurance intermediaries who issue our policies. IAG New Zealand Limited pays remuneration to brokers and insurance intermediaries when they issue NZI policies, and when these policies are renewed or varied.

