AON me.

Contents | Residential Policy.

Effective November 2020

AonMe insurance refers to the insurance policy, which is arranged by Aon New Zealand as the broker with Vero Insurance New Zealand Limited as the insurer.

30-Day Money-back Guarantee
Privacy Act and the Insurance Claims Register (ICR)
Definitions
Headings
Introduction
What you are insured for
Cover Option - Premier
Cover Option - Restricted
Exclusions (what you are not insured for)
Policy Conditions

Welcome to AonMe Contents Residential Policy – insurance for your contents.

We would like to make sure *you* are aware of all *your* entitlements under this policy, so please read this document carefully. After *you* have read it, please contact *your* insurance adviser or Aon New Zealand if *you* would like further information.

30-Day Money-back Guarantee

If *you* are not satisfied with the cover provided by this policy, *you* may return the policy within 30 days of receiving it. If *you* have made no claims during this period, *we* will give *you* a full refund of any *premium* paid.

Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. *You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy *Act* 1993.

Definitions

Words that are shown in italics are explained in '**Definitions**' at the end of this document.

Headings

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

Introduction

Definitions
Headings
Introduction

We will provide the cover set out in this policy during the *period of insurance* shown on the *schedule*, provided *you* have paid the *premium* and *you* remain subject to the policy's terms, limits, exclusions, and conditions. *Your* insurance contract consists of:

1. this policy document;
2. the personalised *schedule* with details of the cover which applies to *you*; and
3. the information in the proposal, application, or declaration;

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

What you are insured for

The cover provided to *you* under this policy is dependent upon the **Cover Option** shown on the *schedule*.

Cover Option – Premier

When shown on the *schedule* that *you* are insured for Cover Option – Premier, *we* will insure *you* for *loss* to the *contents* while they are at the *home* and while they are temporarily removed from the *home* for use anywhere in New Zealand during the *period of insurance*.

How *we* may settle *your* claim

Where *your contents* sustain a *loss* which *we* accept under this policy, *we* will pay the *replacement value* for all *contents* except:

- clothing;
- footwear;
- video and/or audio tapes, records, and discs;
- books and magazines;
- sports equipment more than 2 years old;
- camping, fishing, and diving equipment more than 2 years old;
- bicycles (including any e-bikes) more than 3 years old;
- *drones* more than 3 years old;
- laptop computers, tablets, mobile or smart phones, or any other similar handheld electronic device, that are more than 3 years old and that are capable of:
  - communication with any person or any other electronic device; and/or
  - capable of receiving, running, or displaying and storing executable data programmes, or applications;
- *contents* located at a *home* owned by *you*, but which is occupied by anyone other than *you*;

for which *we* will pay the *indemnity value*.

However,

1. The maximum amount *we* will pay is the *sum insured* shown on the *schedule*.
2. Subject to paragraph 3 below, if *you* do not want the items repaired or replaced, *we* will pay *you* only the *indemnity value* of the items or the cost of the repairs, whichever is less.
3. If any unspecified item of jewellery or watch is not replaced or repaired, the maximum amount *we* will pay for each item is either:
   a. 50% of the *replacement value*; or
   b. the *market value*;

   whichever is the lesser, up to the limits for jewellery or watches listed below.

Limits on what *we* will pay

1. The maximum amount *we* will pay under this policy is:
   a. the *sum insured* shown on the *schedule*; plus
   b. any GST *you* have paid or that is payable on the *sum insured*; plus
   c. any amounts *we* may be liable to pay under the following benefits:
      i. benefit 1 – Alternative Accommodation;
      ii. benefit 5 – Fatal Injury;
      iii. benefit 7 – Occupier's and Personal Liabilities;
      iv. benefit 9 – Removal of Debris.

All other benefits not listed here are paid within the *sum insured* stated on the *schedule*.

2. The maximum *we* will pay for any of the following items is the amount listed under paragraph 3 below unless *we* have agreed to specify the item on the *schedule* for another amount, and *you* have paid the additional *premium* required by *us*. The amount *we* will pay is subject to the provisions of the policy under the heading '**How *we* may settle *your* claim**'. However,
   a. *we* will only replace damaged floor coverings, drapes, curtains, or blinds in the *room* or *rooms* where the *loss* occurred;
   b. *we* will only pay for the proportion of any consumables that remain at the time of *loss*;
   c. where any *similar items*, other than jewellery, suffer *loss*, *we* will not pay more than the value of or cost to replace the particular item that suffers *loss*. *We* are not obliged to exactly replace, repair, or reinstate any items that have suffered *loss*. *We* will not replace *similar items* that have not suffered *loss*;
   d. where *we* have agreed to increase one or more of the policy limits that otherwise apply, then where:
      i. any item of jewellery is specified on the *schedule*, any claim for burglary, theft or unexplained *loss* must be supported by a pre-*loss* valuation for each item being claimed. Any claim settlement may be affected where there is no supporting pre-*loss* valuation. Any pre-*loss* valuation must be issued by an industry recognised jewellery valuer;

Cover Option – Premier

ii. any individual specified item of jewellery or watch has a specified value exceeding $50,000, or where the total value of all specified items of jewellery or watches exceeds $100,000, all of the specified items must be kept within a locked safe when:

a. not being worn or carried by *you*; or

b. *you* are absent from the building where the items are left;

The safe must be:

1. manufactured by a reputable safe manufacturer; and
2. of a standard sufficient to protect the specified items; and
3. securely anchored to the floor or wall in accordance with the manufacturer's installation instructions.

If *you* fail to adhere to these requirements, *we* will not pay any claim for burglary, theft, or unexplained *loss*.

e. *our* liability to *you* under all legal liability benefits (Liability for *Damages* and Liability for *Reparation*), will be limited to the applicable sub-limits, and will never exceed $2,000,000 in total during any *period of insurance*. In addition *we* will pay *your* legal defence costs and expenses incurred with *our* consent where *your* legal liability is to pay *damages*.

However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

3. In each case, all the following limits include accessories and ancillary equipment.

- $3,000 per item (including any pair or set) of unspecified jewellery or watch, up to a maximum amount for any one claim of 15% of the *sum insured* appearing on the *schedule* (excluding specified items of jewellery and watches) or $15,000, whichever is the greater;
- $3,000 per item of photographic, digital, and video camera equipment. The camera body and the lens attached to the camera body is one item, unless separately specified on the *schedule*. Any extra lens which is not permanently attached to a camera body or which is designed to be detachable and interchangeable with any suitable camera body is treated as a separate item;
- $3,000 for any bicycle (including any e-bike), unless separately specified on the *schedule*;
- $3,000 for any *drone*, unless separately specified on the *schedule*;
- $3,000 for any canoe, kayak, surf board, surf ski, kite surfer, paddle board, or windsurfer, unless separately specified on the *schedule*;

- $3,000 for any boat (other than canoe, kayak, surf board, surf ski, kite surfer, paddle board, or windsurfer). Any boat that has a *market value* of more than $3,000 is not covered by this policy;
- $2,000 in total for motor and marine parts and accessories removed from any vehicle or boat, including children's car seats;
- $2,000 in total for remote-controlled scale models;
- $1,000 per coin, card, or stamp, up to a maximum of $3,000 in total for any collection of coins, cards, or stamps, unless separately specified on the *schedule*;
- $1,000 in total for unset precious or semi-precious gemstones or minerals, gold or silver bullion or ingots, or precious metals, unless separately specified on the *schedule*;
- $1,000 in total for all money, negotiable securities, certificates or documents, bonus bonds, travellers' cheques, or travel tickets.

Benefits included in *your* cover

We will cover or pay for the following benefits numbered 1-21, subject to the policy definitions, clauses, exclusions, conditions and limits.

1. Alternative Accommodation

Where *you* are the owner-occupier of the *home*, or where *you* occupy the *home* as a *tenant*, *we* will reimburse *you* for the reasonable additional costs of temporary accommodation (of a similar standard to the *home*) for *you*, including the boarding of *your domestic pets* and the temporary storage of *contents* (including the removal and return of the *contents* from storage or temporary accommodation), incurred by *you* while:

a. the *home* is *uninhabitable* due to *loss* covered by this policy; or

b. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* to the *home* within which the *contents* covered by this policy are located; or

c. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* covered entirely by the Earthquake Commission; or

d. there is prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* due to possible or impending damage to an otherwise safe or sanitary *home*.

We will pay the Alternative Accommodation benefit for the period that the *home* is *uninhabitable*, but *we* will not pay more than:

a. a period of 12 months or $30,000, whichever is the lesser, if *you* are the owner-occupier of the *home*; or

b. a period of 1 month or $5,000, whichever is the lesser, if *you* occupy the *home* as a *tenant*.

In the event of a widespread *natural disaster we* may at *our* sole discretion remove the 12 month limit.

We will not reimburse costs for travel, consumables, phone charges, electricity, gas, or water supply services, or other costs that would otherwise be paid by *you* if the *home* was undamaged or still habitable. *We* will not pay for any

Cover Option – Premier

increase in these costs associated with the temporary accommodation.

This benefit does not cover the costs of providing alternative accommodation for any home office or healthcare practice.

This benefit will not apply in any case where;

- the *home* is not *uninhabitable* (other than where provided under d. above); or
- *you* choose to or are encouraged to move out of *your home* while repair or rebuilding is undertaken, unless *we* agree in writing that vacating the *home* is necessary.

This benefit will not apply where the *loss* covered by the Earthquake Commission is *loss* only to land.

If *you*, or a member of *your* household, have an Alternative Accommodation benefit with *us* under any other policy, *you* can only claim this benefit under one policy or section of a policy per event.

2. Authorities Damage

We will pay for physical damage to *contents* caused by government or local authorities in order to prevent *loss* covered by this policy. Any payment will be within the *contents sum insured* shown on the *schedule* and subject to maximum item limits as shown in this policy.

3. Change of Situation and Transit Cover

If *you* move out of *your* permanent *home*, to a situation address other than that shown on the *schedule*, *we* will extend cover to include *contents* at *your* new *home*, provided *you* notify *us* in writing within 30 days of the date the *contents* are first removed.

Cover on the *contents* at the previous *situation address* will cease 30 days after the *contents* are first removed, unless *we* have otherwise agreed in writing, prior to any *loss*, to continue providing cover.

We will also cover the *contents* for *loss* arising from fire, theft from a securely locked vehicle, and collision and overturning of the conveying vehicle, while *you* are moving the *contents* between *your* old *home* and *your* new *home*. *We* will pay up to $10,000 for any one event, subject to the maximum item limits as shown in this policy.

4. Credit and Debit Cards

If there is any unauthorised use (by someone other than *you*) of *your* credit or debit cards *we* will reimburse *you* for *your* financial loss, provided that:

a. *you* have observed the conditions under which the card was issued; and

b. *you* have notified the Police and issuing authorities within 24 hours of discovery; and

c. the loss cannot be recovered from any other source.

Our liability under this benefit will be limited to $1,000 in total as a result of *loss* or theft of *your* cards in any one event.

5. Fatal Injury

If *you* are injured at the *home* as a result of fire or burglary and *you* die of the injury within 3 months, *we* will pay *your* legal representative $10,000.

6. Fusion of Electric Motors

If an electric motor burns out or fuses, *we* will pay for its replacement. *We* will also pay for an exchange sealed compressor

for motors within a sealed refrigeration or air-conditioning compression unit, and for re-gassing the unit.

7. Occupier's and Personal Liabilities

If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with *us, you* are only entitled to payment of any of the benefits below under one policy or section of a policy per event.

A. Liability for *Damages*

We will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand.

B. Liability for *Reparation*

We will cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand, provided that:

i. *you* tell *us* immediately if *you* are charged with any offence which resulted in *loss* to someone else's property or *bodily injury* to another person; and

ii. *you* obtain *our* written approval before any offer of *reparation* is made.

C. Extended Liability

Provided all the requirements are met, *we* will extend the 'Liability for *Damages'* and 'Liability for *Reparation'* benefits to include:

i. *your* children who are covered by benefit 12 – Boarding School and benefit 20 – Tertiary Accommodation;

ii. *your* involvement in paid part-time baby-sitting;

iii. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired;

iv. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a *market value* of more than $3,000 is not covered by this policy;

v. the non-competitive use of any scale-model, radio-controlled:

   a. aircraft;

   b. watercraft;

   c. motor vehicle.

But *we* will not pay under any of these benefits for:

a. legal liability for *loss* to property belonging to *you* or in *your* custody and control, except for the *home* when occupied by *you* as a *tenant*;

b. legal liability arising out of:

   i. *your* ownership of the *home*, its land, or any other buildings or land;

   ii. any business, profession or employment;

   iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft (including *drones*), or boat;

   iv. the ownership or possession of any animals other than *domestic pets*;

   v. or assumed by agreement (unless *you* would have been liable anyway);

Cover Option – Premier

c. any punitive or exemplary damages awarded against *you*;

d. legal liability where any exclusion in the section "Exclusions (what *you* are not insured for)" applies.

Limits on what *we* will pay under Occupier's and Personal Liabilities:

In respect of any one event, *we* will pay:

a. for *loss* to someone else's property, up to $2,000,000; and

b. for *bodily injury*, up to $1,000,000.

In addition, where *your* legal liability is to pay *damages*, *we* will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

8. Property used for Trade, Professional, or Business Use

We will insure *your* tools and other articles (except for products, or stock of raw or finished goods or materials) used by *you* for trade, professional, or business purposes. *Our* liability under this benefit will be limited to $2,000 in total for any one event.

9. Removal of Debris

With *our* prior consent, *we* will pay the costs incurred for removing the *contents* debris from the *home*.

10. Specified Items

When shown on the schedule that an individual item of contents has been specified, the item will be covered for its replacement value up to the amount specified on the *schedule*. If you do not want the items repaired or replaced, we will pay you only the indemnity value of the items or the cost of the repairs, whichever is the lesser.

11. Stolen Keys

If any key giving access to the *home* is stolen or believed on reasonable grounds to have been duplicated without proper authority following its disappearance, *we* will pay the cost reasonably incurred in altering or replacing locks and their keys and changing the combination number of any electronic keypad. *We* will also pay the reasonable cost of opening any safe following theft or disappearance of its key or combination.

Our liability under this benefit will be limited to $2,000 for any one event.

If *you*, or a member of *your* household, has home and contents insurance at the same situation address with *us, you* are only entitled to payment of this benefit under one policy or section of a policy per event.

12. Boarding School

We will insure the *contents* belonging to *your* children temporarily living away from the *home* at a boarding school, subject to maximum item limits as shown in this policy.

13. Gifts

We will insure wedding, Christmas or other special occasion gifts temporarily in the *home* that belong to someone other than *you*.

14. Gradual Damage

We will pay for gradual physical damage to *contents* resulting from water leaking or overflowing from any internal water system, if the *loss* first occurs during the

time that *you* occupy the *home* and the water leak or overflow causing the *loss* was not visible, noticeable, or obvious.

An internal water system, for the purposes of this benefit, is any water pipe, waste disposal pipe or water storage tank which is hidden from view within the dwelling structure and is permanently connected and/or contained within its walls, cupboards, floors, ceiling, or roof, or connected to any water cylinder, refrigerator, water purifier, washing machine, dishwasher, or similar household items.

Our liability under this benefit will be limited to $3,000 for any one event.

15. Home Office or Healthcare Practice

Where home office or healthcare equipment owned by *you*, used by *you* for business purposes, is located at the *home*, *we* will provide cover for this equipment. For the purposes of this benefit:

- Home office equipment includes office furniture, computer and peripheral equipment, facsimile machine, photocopier, and stationery;
- Healthcare equipment includes all of the above plus equipment appropriate to the practice of a legally qualified health practitioner. A health practitioner is as defined by the Health Practitioners Competence Assurance *Act* 2003.

Our liability under this benefit will be limited to $15,000 for any one event.

16. Misuse of Mobile/Smart Phones

If *your* mobile/cellular phone is lost or stolen, *we* will pay the amount attributed to its unauthorised use (other than use by *you*) as billed to *you* by *your* network service provider for the 24-hour period immediately following its *loss* or theft, provided *you* inform *your* network service provider immediately upon discovery of the *loss* or theft.

Our liability under this benefit will be limited to $500 for any one event.

17. Overseas Travel

We will extend cover to *your* clothing, personal effects, suitcases, bags, jewellery, watches and cameras, while *you* are in transit to and from, and travelling within, Australia or the Pacific Islands on personal or business travel during the *period of insurance*, provided that:

a. *your* entire trip does not exceed 30 days in total; and

b. *your contents* are not covered by a travel insurance policy.

In the case of *loss* by theft or burglary, *you* must report the incident to local Police within 24 hours of the *loss* being discovered.

Our liability under this benefit will be limited to $5,000 in total during any one *period of insurance*, and is subject to maximum item limits as shown in this policy.

18. Storage of Contents

Where, for reasons other than a valid claim under this policy, *you* choose to move any of the *contents* from the *home* to store them at another location, *we* will continue to provide cover for the *contents* for a maximum period of 90 days from the date the *contents* were removed from the *home*.

However, if the *contents* are stored anywhere other than within a secured unit, at a commercial storage facility

Cover Option – Premier

under a contract in *your* name, *we* will not accept any claims for *loss* arising from theft (unless there is forcible and violent entry to the building or *room* in which the *contents* are kept), unexplained *loss* or water damage.

Our liability under this benefit will be for the *indemnity value* of the item(s), which are the subject of a claim, and *we* will not pay more than $20,000 in total for any one event in the 90-day period, subject to the maximum item limits as shown in this policy.

19. Tenant's Improvements

This policy is extended to provide cover for any items *you* own that are permanently installed and attached to the *home you* rent and live in, up to a maximum of $5,000 for any one event.

If *you*, or a member of *your* household, has home or contents insurance at the same situation address, *you* are only entitled to payment of this benefit under one policy or section of a policy per event.

20. Tertiary Accommodation

We will insure the *contents* belonging to *your* children who are temporarily residing away from *home* in accommodation provided by a tertiary educational institution. However, *we* will not pay for theft of *your* children's *contents* from such accommodation, unless there is forcible and violent entry to the building or *room* in which the *contents* are kept, or the theft is as a result of actual or threatened physical violence to *your* children.

Our liability under this benefit will be limited to $5,000 per child, for any one event, subject to the maximum item limits as shown in this policy.

21. Vehicle Accessories within an Employer's Motor Vehicle

We will insure *your* portable entertainment and navigational accessories, contained within a motor vehicle owned by *your* employer and provided to *you* for *your* use, against *loss* by theft, provided that there is no other cover available for these systems under *your* employer's motor vehicle insurance policy.

Any payment under this benefit will be for the *indemnity value* of the items(s), which are the subject of a claim, and *we* will not pay more than $1,500 in total for any one event. The additional excess applying to portable electronic equipment will also apply to this benefit.

Cover Option – Restricted

Cover Option - Premier
- Storage of *Contents*
- *Tenant's* Improvements
- Tertiary Accommodation
- Vehicle Accessories within an Employer's Motor Vehicle
Cover Option - Restricted
How *we* may settle *your* claim
Limits on what *we* will pay

When shown on the *schedule* that *you* are insured for Cover Option – Restricted, *we* will insure *you* for *loss* to the *contents* while they are at the *home* during the *period of insurance* arising only from the following events:

1. fire, explosion, or lightning;
2. storm or *flood*;
3. burglary or theft;
4. riot, civil commotion, strikes, or labour disturbance;
5. malicious damage or vandalism;
6. sudden escape or overflowing of water or oil from any domestic water or heating equipment, sink, bath, toilet, or reticulation installed in the *home*;
7. opossums entering the *home*;
8. collision or impact by vehicle or animal;
9. impact from aircraft and other aerial or spatial devices or debris and articles dropped therefrom;
10. burning out by electrical current;
11. breakage resulting in the fracture through the entire thickness of mirrors, plate-glass tops on furniture, or fixed glass in furniture;
12. *natural disaster*.

How *we* may settle *your* claim

Where *your contents* sustain a *loss* which *we* accept under this policy, *we* will pay the *replacement value* of furniture, furnishings and home appliances up to 10 years of age and the *indemnity value* on all other *contents*, but limited to the *sum insured* shown on the *schedule*. However, if any unspecified item of jewellery or watch is not replaced or repaired, the maximum amount *we* will pay is 50% of the *indemnity value*, up to the limits for jewellery or watches listed below.

Limits on what *we* will pay

1. The maximum amount *we* will pay under this policy is:
   a. the *sum insured* shown on the *schedule*; plus
   b. any GST *you* have paid or that is payable on the *sum insured*; plus
   c. any amounts *we* may be liable to pay under the following benefits:
      i. benefit 1 – Alternative Accommodation;
      ii. benefit 5 – Fatal Injury;
      iii. benefit 7 – Occupier's and Personal Liabilities;
      iv. benefit 9 – Removal of Debris.

All other benefits, including Optional Additional Benefits, not listed here are paid within the *sum insured* stated on the *schedule*.

2. The maximum *we* will pay for any of the following items is the amount listed under paragraph 3 below unless *we* have agreed to specify the item on the *schedule* for another amount, and *you* have paid the additional *premium* required by *us*. Then, the specified amount on the *schedule* will be the maximum *we* will pay, however,
   a. *we* will only replace damaged floor coverings, drapes, curtains, or blinds in the *room* or *rooms* where the *loss* occurred;
   b. *we* will only pay for the proportion of any consumables that remain at the time of *loss*;

Cover Option – Restricted

c. where any *similar items*, other than jewellery, suffer *loss*, *we* will not pay more than the value of or cost to replace the particular item that suffers *loss*. *We* are not obliged to exactly replace, repair, or reinstate any items that have suffered *loss*. *We* will not replace *similar items* that have not suffered *loss*;

d. where *we* have agreed to increase one or more of the policy limits that otherwise apply within this policy under the heading – '**Limits on what *we* will pay**', and *you* have paid the additional *premium* required by *us*, *we* will insure the items up to the values as specified on the *schedule*.
However, where:

i. any item of jewellery is specified on the *schedule*, any claim for burglary, theft or unexplained *loss* must be supported by a pre-*loss* valuation for each item being claimed. Any claim settlement may be affected where there is no supporting pre-*loss* valuation. Any pre-*loss* valuation must be issued by an industry recognised jewellery valuer;

ii. any individual specified item of jewellery or watch has a specified value exceeding $50,000, or where the total value of all specified items of jewellery or watches exceeds $100,000, all of the specified items must be kept within a locked safe when:

a. not being worn or carried by *you*; or

b. *you* are absent from the building where the items are left;

The safe must be:

1. manufactured by a reputable safe manufacturer; and
2. of a standard sufficient to protect the specified items; and
3. securely anchored to the floor or wall in accordance with the manufacturer's installation instructions.

If you fail to adhere to these requirements, we will not pay any claim for burglary, theft, or unexplained loss.

e. *our* liability to *you* under all legal liability benefits (Liability for *Damages* and Liability for *Reparation*), will be limited to the applicable sub-limits, and will never exceed $2,000,000 in total during any *period of insurance*. In addition *we* will pay *your* legal defence costs and expenses incurred with *our* consent where *your* legal liability is to pay *damages*. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

3. In each case, all the following limits include accessories and ancillary equipment.

- $3,000 per item (including any pair or set) of unspecified jewellery or watch, up to a maximum amount for any one claim of 15% of the *sum insured* appearing on the *schedule* (excluding specified items of jewellery and watches) or $15,000, whichever is the greater;
- $3,000 per item of photographic, digital, and video camera equipment. The camera body and the lens attached to the camera body is one item, unless separately specified on the *schedule*. Any extra lens which is not permanently attached to a camera body or which is designed to be detachable and interchangeable with any suitable camera body is treated as a separate item;
- $3,000 for any bicycle (including any e-bike), unless separately specified on the *schedule*;
- $3,000 for any *drone*, unless separately specified on the *schedule*;
- $3,000 for any canoe, kayak, surf board, surf ski, kite surfer, paddle board, or windsurfer, unless separately specified on the *schedule*;
- $3,000 for any boat (other than canoe, kayak, surf board, surf ski, kite surfer, paddle board, or windsurfer). Any boat that has a *market value* of more than $3,000 is not covered by this policy;
- $2,000 in total for motor and marine parts and accessories removed from any vehicle or boat, including children's car seats;
- $2,000 in total for remote-controlled scale models;
- $1,000 per coin, card, or stamp, up to a maximum of $3,000 in total for any collection of coins, cards, or stamps, unless separately specified on the *schedule*;
- $1,000 in total for unset precious or semi-precious gemstones or minerals, gold or silver bullion or ingots, or precious metals, unless separately specified on the *schedule*;
- $1,000 in total for all money, negotiable securities, certificates or documents, bonus bonds, travellers' cheques, or travel tickets.

Benefits included in *your* cover

We will cover or pay for the following benefits numbered 1-11, which are subject to the policy definitions, clauses, exclusions, conditions and limits.

1. Alternative Accommodation

Where *you* are the owner-occupier of the *home*, or where *you* occupy the *home* as a *tenant*, *we* will reimburse *you* for the reasonable additional costs of temporary accommodation (of a similar standard to the *home*) for *you*, including the boarding of *your domestic pets* and the temporary storage of *contents* (including the removal and return of the *contents* from storage or temporary accommodation), incurred by *you* while:

a. the *home* is *uninhabitable* due to *loss* covered by this policy; or

b. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* to the *home* within which the *contents* covered by this policy are located; or

c. the *home* is *uninhabitable* due to *loss* which occurs during the *period*

Cover Option – Restricted

of insurance covered entirely by the Earthquake Commission; or

d. there is prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* due to possible or impending damage to an otherwise safe or sanitary *home*.

We will pay the Alternative Accommodation benefit for the period that the *home* is *uninhabitable*, but *we* will not pay more than:

a period of 12 months or $30,000, whichever is the lesser, if *you* are the owner-occupier of the *home*; or

b. a period of 1 month or $5,000, whichever is the lesser, if *you* occupy the *home* as a *tenant*.

In the event of a widespread *natural disaster we* may at *our* sole discretion remove the 12 month limit.

We will not reimburse costs for travel, consumables, phone charges, electricity, gas, or water supply services, or other costs that would otherwise be paid by *you* if the *home* was undamaged or still habitable. *We* will not pay for any increase in these costs associated with the temporary accommodation.

This benefit does not cover the costs of providing alternative accommodation for any home office or healthcare practice.

This benefit will not apply in any case where;

- the *home* is not *uninhabitable* (other than where provided under d. above); or
- *you* choose to or are encouraged to move out of *your home* while repair or rebuilding is undertaken, unless *we* agree in writing that vacating the *home* is necessary.

This benefit will not apply where the *loss* covered by the Earthquake Commission is *loss* only to land.

If *you,* or a member of *your* household, have an Alternative Accommodation benefit with *us* under any other policy, *you* can only claim this benefit under one policy or section of a policy per event.

2. Authorities Damage

We will pay for physical damage to *contents* caused by government or local authorities in order to prevent *loss* covered by this policy. Any payment will be within the *contents sum insured* shown on the *schedule* and subject to maximum item limits as shown in this policy.

3. Change of Situation and Transit Cover

If *you* move out of *your* permanent *home*, to a situation address other than that shown on the *schedule*, *we* will extend cover to include *contents* at *your* new *home*, provided *you* notify *us* in writing within 30 days of the date the *contents* are first removed.

Cover on the *contents* at the previous *situation address* will cease 30 days after the *contents* are first removed, unless *we* have otherwise agreed in writing, prior to any *loss*, to continue providing cover.

We will also cover the *contents* for *loss* arising from fire, theft from a securely locked vehicle, and collision and overturning of the conveying vehicle, while *you* are moving the *contents*

between *your* old *home* and *your* new *home*. *We* will pay up to $10,000 for any one event, subject to the maximum item limits as shown in this policy.

4. Credit and Debit Cards

If there is any unauthorised use (by someone other than *you*) of *your* credit or debit cards *we* will reimburse *you* for *your* financial loss, provided that:

a. *you* have observed the conditions under which the card was issued; and

b. *you* have notified the Police and issuing authorities within 24 hours of discovery; and

c. the loss cannot be recovered from any other source.

Our liability under this benefit will be limited to $1,000 in total as a result of *loss* or theft of *your* cards in any one event.

5. Fatal Injury

If *you* are injured at the *home* as a result of fire or burglary and *you* die of the injury within 3 months, *we* will pay *your* legal representative $10,000.

6. Fusion of Electric Motors

If an electric motor burns out or fuses, *we* will pay for its replacement. *We* will also pay for an exchange sealed compressor for motors within a sealed refrigeration or air-conditioning compression unit, and for re-gassing the unit.

7. Occupier's and Personal Liabilities

If *you,* or a member of *your* household, have home, contents, motor, or boat insurance with *us, you* are only entitled to payment of any of the benefits below under one policy or section of a policy per event.

A. Liability for *Damages*

We will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand.

B. Liability for *Reparation*

We will cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand, provided that:

i. *you* tell *us* immediately if *you* are charged with any offence which resulted in *loss* to someone else's property or *bodily injury* to another person; and

ii. *you* obtain *our* written approval before any offer of *reparation* is made.

C. Extended Liability

Provided all the requirements are met, *we* will extend the 'Liability for *Damages'* and 'Liability for *Reparation'* benefits to include:

i. *your* involvement in paid part-time baby-sitting;

ii. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired;

iii. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a *market value* of more than $3,000 is not covered by this policy;

Cover Option – Restricted

iv. the non-competitive use of any scale-model, radio-controlled:

a. aircraft;

b. watercraft;

c. motor vehicle.

But *we* will not pay under any of these benefits for:

a. legal liability for *loss* to property belonging to *you* or in *your* custody and control, except for the *home* when occupied by *you* as a *tenant*;

b. legal liability arising out of:

i. *your* ownership of the *home*, its land, or any other buildings or land;

ii. any business, profession or employment;

iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft (including *drones*), or boat;

iv. the ownership or possession of any animals other than *domestic pets*;

v. or assumed by agreement (unless *you* would have been liable anyway);

c. any punitive or exemplary damages awarded against *you*;

d. legal liability where any exclusion in the section "Exclusions (what *you* are not insured for)" applies.

Limits on what *we* will pay under Occupier's and Personal Liabilities:

In respect of any one event, *we* will pay:

a. for *loss* to someone else's property, up to $2,000,000; and

b. for *bodily injury*, up to $1,000,000.

In addition, where *your* legal liability is to pay *damages*, *we* will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation.*

8. Property used for Trade, Professional, or Business Use

We will insure *your* tools and other articles (except for products, or stock of raw or finished goods or materials) used by *you* for trade, professional, or business purposes. *Our* liability under this benefit will be limited to $2,000 in total for any one event.

9. Removal of Debris

With *our* prior consent, *we* will pay the costs incurred for removing the *contents* debris from the *home*.

10. Specified Items

When shown on the *schedule* that an individual item of *contents* has been specified *we* will automatically extend cover under this policy for this individual item for as long as it remains specified in the following ways:

a. the item will be covered for any peril which would be covered under Cover Option – Premier;

b. the item will be covered while it is temporarily removed from the *home* for use anywhere in New Zealand during the *period of insurance*; and

c. where the item is being repaired or replaced, it will be covered for its *replacement value* up to the amount specified on the *schedule*. If it is not being repaired or replaced, it will

be covered for its *indemnity value* up to the amount specified on the *schedule.*

11. Stolen Keys

If any key giving access to the *home* is stolen or believed on reasonable grounds to have been duplicated without proper authority following its disappearance, *we* will pay the cost reasonably incurred in altering or replacing locks and their keys and changing the combination number of any electronic keypad. *We* will also pay the reasonable cost of opening any safe following theft or disappearance of its key or combination.

Our liability under this benefit will be limited to $2,000 for any one event.

If *you,* or a member of *your* household, has home and contents insurance at the same situation address with *us, you* are only entitled to payment of this benefit under one policy or section of a policy per event.

Optional Additional Benefit

The following Optional Additional Benefit is only available under **Cover Option - Restricted** and is subject to the policy definitions, clauses, exclusions, conditions and limits:

Accidental Damage to Contents and Cover Away From Home

If *you* have paid an additional *premium* for this extension and it is shown on the *schedule* as being included, *we* will insure *you* for *loss* to the *contents* arising from any event which would be covered under Cover Option - Premier, rather than the limited events cover otherwise applying to Cover Option - Restricted. However, all other terms relevant to Cover Option-Restricted will continue to apply.

We will also provide continued cover while the *contents* are temporarily removed from the *home* for use anywhere in New Zealand during the *period of insurance*. With the exception of items of *contents* specified on the *schedule*, *our* liability for *contents* temporarily removed from the *home* will be limited to $10,000 for any one event.

Exclusions (what you are not insured for)

1. 72 Hour Restriction

This policy does not provide cover for any *loss* that occurs during the first 72 hours of the policy caused by storm, *flood*, landslip, bush fire or volcanic activity. This exclusion only applies when *you* first take out the policy with *us* and does not apply where this policy started immediately following any other policy that insured the *contents* against storm, *flood*, landslip, bush fire or volcanic activity.

2. Electronic Data

This policy does not provide cover for any *loss* to, or arising from, any loss of electronic data of any kind, or any loss of use, reduction in functionality, or any other associated loss or expense or liability directly or indirectly arising from or in connection with the loss of electronic data. This includes any electronic data that is purchased in place of an item that could be purchased in a non-electronic format.

3. Hydrostatic Pressure

This policy does not provide cover for damage to swimming and spa pools caused by hydrostatic pressure.

4. Uninsured Property

This policy does not provide cover for *loss* to or arising from theft of outboard motors that are not securely locked to a boat or stored in a securely locked part of a boat, or placed in a securely locked building.

5. Land

This policy will never provide cover for *loss* to land, or for costs associated with stabilising land, or erecting or upgrading improvements to land, which are required to avert or mitigate *loss* to the *contents*.

6. Other causes of *loss* that you are not covered for

This policy does not provide cover for:

a. *loss* caused:

   i. by mechanical or electrical breakdown or inability to operate any mechanical or electrical device covered by this policy, except where *loss* arises from impact, earthquake, fire, *flood*, lightning, power surge, volcanic eruption, a malicious act, or where actual burning out occurs;

   ii. to lighting or heating elements, fuses or protective devices, or electrical contacts where arcing occurs in ordinary working;

   iii. to tyres of bicycles, and other mechanically propelled vehicles covered by this policy, by application of brakes or by punctures, cuts, or bursts or bursting, unless the bicycle or vehicle suffers other *loss* in an *accident*, or the *loss* is deliberate and is caused by a person not insured by this policy;

   iv. by defect in design or inherent fault;

   v. by wear and tear;

   vi. by insects or vermin (except opossums);

   vii. by poor or defective workmanship; or

   viii. by the process of cleaning, renovation, repair, or restoration, but only in respect of the article or property that has undergone such process;

however, this exclusion only applies to that item of *contents* directly affected by i. to viii. above. This policy will however cover any resultant *loss* to other items of *contents* caused by the excluded loss, provided it is not also excluded.

b. *loss* caused by:

   i. corrosion or rust;

   ii. action of micro-organisms, mould, mildew, rot, fungi, or gradual deterioration (unless covered under benefit 14 – Gradual Damage);

   iii. any other gradually operating cause;

   iv. lifting or moving the *home*;

   v. structural additions or structural alterations to the *home*, or the removal of any external wall, roof materials, external cladding, or window or door, unless *we* have been notified of such additions, alterations, or removal work, and *we* have agreed in writing to maintain cover;

   vi. vibration, weakening, or removal of support;

   vii. burglary, theft, malicious, intentional or deliberate damage committed by anybody renting, living, or staying in the *home* (however where the *home* is *tenanted we* will cover any *loss* to the *contents* from fire or explosion resulting from malicious, intentional or deliberate damage by *tenants*);

   viii. scratching, chewing, tearing, or soiling by any pets where the occupant of the *home* is anyone other than *you*; or

   ix. subsidence, settling, ground heave, shrinkage, expansion, or erosion.

c. any *loss*, damage, cost or liability arising from any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by *you* or any other person entitled to cover under this policy.

7. Removed Property

This policy does not provide cover for *loss* to *contents*:

a. permanently removed from the *home* or during the course of household removal including loading onto and unloading from the conveyance (except where cover is provided by benefit 3 – Change of Situation and Transit Cover);

b. that are housed at any other address or loaned to any person, except where cover is provided by:

   i. benefit 1 – Alternative Accommodation; or

   ii. benefit 3 – Change of Situation and Transit Cover; or

   iii. benefit 18 – Storage of *Contents*;

c. removed to any place for sale, exchange for monetary benefit, or exhibition;

d. removed to any place for storage, except where cover is provided by:

   i. benefit 1 – Alternative Accommodation; or

   ii. benefit 3 – Change of Situation and Transit Cover; or

   iii. benefit 18 – Storage of *Contents*.

Exclusions (what you are not insured for)

8. Unoccupied Home

This policy does not provide cover f or any *loss*:

a. to the *contents* if the *home* is unoccupied (meaning no authorised person has slept there overnight within the last 60 days), unless *we* have been notified and have agreed in writing to maintain cover, and provided that:
   i. the *home* and its lawns and gardens are kept in a tidy condition; and
   ii. all external doors and windows are kept locked; and
   iii. all papers and mail are collected weekly; and
   iv. the *home* is under weekly supervision.

b. to the *contents* while the *home* is unattended if normally used as a holiday-*home* or weekend *home* unless requirements in a.i. to a.iv. above are complied with.

However, where *you* ordinarily occupy the *home*, but *your* travel or medical commitments mean that the *home* is unoccupied for a period exceeding 60 days, *we* agree to maintain cover under this policy for an additional period of 30 days provided that the requirements in a.i. to a.iv. above are met.

9. Confiscation, War, Radioactivity, and Terrorism

This policy does not provide cover for *loss*, destruction, or liability directly or indirectly caused by, arising from, is consequent upon, or arising in connection with:

a. confiscation, destruction, acquisition, designation, or decision by government or local authorities;

b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power;

c. nuclear weapons, ionising radiations, or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;

d. any act of terrorism including *loss*, destruction, or liability directly or indirectly caused by, arising from, is consequent upon, or arising in connection with biological, chemical, radioactive, or nuclear:
   - pollution,
   - contamination, or
   - explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes, including the intention to influence any government and/or to put the public or any member of the public in fear.

10. The Accident Compensation *Act* 2001

This policy does not provide cover for amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation *Act* 2001, or which would be recoverable 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 to claim any amount he or she would be entitled to under the *Act* for any other reason whatsoever; or

b. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

11. Consequential Loss

This policy does not provide cover for any intangible loss, loss of use, loss of enjoyment, or consequential loss of any kind, including loss of value.

12. Business Use

This policy does not provide cover for any *loss* of or liability arising from *contents* used for professional or business use, except for the limited cover provided by:

a. benefit 8 – Property used for Trade, Professional, or Business use; or

b. benefit 15 – Home Office or Healthcare Practice.

13. Excesses

This policy does not provide any cover for excesses.

14. Fire and Emergency *Act* 2017

This policy does not provide cover where your liability arising directly or indirectly from any fire you lit intentionally that did not comply with the Fire and Emergency *Act* 2017 or any other statutory or local body requirement governing the lighting of fires.

Policy Conditions

These conditions give *you* information about this policy and *your* and *our* obligations arising from it. Some parts of this policy can cover other parties as well as *you*. To gain benefit of any cover under this policy, they must meet all the same conditions and obligations that *you* are required to meet. However, if *you* breach any conditions, no cover will apply to any other parties.

1. Assignment

You must not assign or attempt to assign this policy or *your* interest in this policy to any other person or party. *You* must not assign or attempt to assign *your* rights to any claim proceeds under this policy to any other party without *our* prior written consent.

2. Breach of Policy Terms and Conditions

No claim will be payable where any person entitled to indemnity under this policy breaches any of the terms and conditions.

Nothing in this policy affects the common law rights of either party, including *our* right to avoid the policy for non-disclosure.

3. Cancellation

We may cancel this policy at any time by sending a letter, facsimile, or e-mail to this effect to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The cancellation will take effect at 4.00 pm on the 7th day after the communication has been sent. *We* will refund the unused part of *your* paid *premium*.

You may cancel this policy by giving written notice to *us*. *We* will refund the unused part of *your* paid *premium* provided that *you* have not made a claim.

4. Care of Insured Property

You must, at *your* cost or expense, take all reasonable steps to prevent *loss* and maintain the insured *contents* in good repair. *We* will always have the right to examine *your* property. *You* must try to avoid any *loss* for which *you* could be held legally liable. This policy will not respond in the event that *you* are reckless or grossly negligent. Reckless or grossly negligent means that *you* have acted or failed to act in a way a reasonable person would, given the circumstances that *you* faced at the time of the *loss*.

5. Change of Terms

In the event that *we* are no longer able to obtain or retain full reinsurance protection from *natural disaster* events covered by this policy, *we* may change the terms of this policy (including the excess) during the *period of insurance* by sending a letter, facsimile, or e-mail advising *you* of this to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The change or changes will take effect at 4.00 pm on the 14th day after the communication has been sent.

6. Claims

a. On the happening of any event or occurrence that may give rise to a claim under this policy *you* must:

   i. notify *us* of such event or occurrence immediately;

   ii. take all reasonable steps to minimise the extent of *loss*;

   iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;

iv. obtain *our* consent before proceeding with repairs;

v. make any damaged *contents* available for inspection by *us* and/or provide *us* with photographic evidence of any damaged *contents* should a health and safety issue warrant immediate removal or destruction;

vi. provide any information or assistance that *we* may require, including proof that *you* own the property *you* are claiming for and evidence of its value. Proof might include receipts, bank or credit card statements, valuations, photographs and contracts of sale;

vii. in the case of *loss* by theft, burglary, or vandalism, advise the Police immediately;

viii. assist *us* to take any recovery action *we* choose to instigate against person or persons *we* consider are responsible for the *loss*; and

ix. at *your* cost *you* must cooperate with *our* assessors, investigators, lawyers and anyone else *we* may appoint to help *us*, including attending meetings with them when *we* require *you* to.

Failure to comply with Conditions a.i. to a.ix. may result in *your* claim being declined or, if the claim has already been settled, *we* may require *you* to return funds paid by *us*.

b. *You* must not, without *our* written consent, incur any expense or negotiate, pay, settle, admit, repudiate, or make any agreement in relation to any claim.

c. *We* will decide the best way to advance *your* claim, including inspecting any damage, choosing the repairer or supplier, and arranging for the repair or replacement of the *contents*. If *we* choose to repair or replace the *contents we* will seek independent quotes from *our* approved repairers or suppliers. If *you* wish, *you* can recommend a repairer or supplier to provide a quote for consideration. *We* will select who is to repair or replace the *contents*, arrange for this to be done, oversee any repairs, and keep *you* informed of progress.

d. *We* will be entitled, at *our* expense and in *your* name, to take any proceedings necessary to obtain relief from any other party, and to take over and conduct the defence and settlement of any claim against *you* for *damages*. At *your* cost *you* must provide all reasonable assistance and cooperation.

e. When *your* claim has been accepted by *us*, any damaged item(s) of *contents* become *our* property for the purposes of disposal or salvage.

f. *You* authorise *us* to disclose information to third parties in relation to any claim that *you* make under this policy. *You* also authorise *us* to obtain information from third parties that is relevant to any claim that *you* make under this policy.

g. *You* must, prior to settlement of *your* claim, complete documentation which evidences *our* settlement of *your* claim.

Policy Conditions

7. Correctness of Statements and Fraud

The proposal, application, or declaration form is the basis of this contract.

All statements made or information given by *you* or on *your* behalf:

- in any proposal, application, or declaration (whether *you* have provided these statements or information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form, or provided information to *us* by telephone);
- in support of this policy; or
- in support of any claim;

must be complete and correct in all respects.

If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to *us*, or the statement or fraudulent claim was made to *us*. *We* may also cancel any other policy *you* have with *us*.

8. Duty of Disclosure and Change of Circumstances

You must tell *us* all information that a prudent insurer would consider material to a decision to issue, renew, or alter this policy, or the terms on which they would do any of these things, including the *premium* that *we* charge. *Your* duty of disclosure applies each time this policy is renewed or altered. There are serious consequences if *you* fail to tell *us* information which is material to the decision to issue, renew, or alter this policy, or the terms on which *we* did any of these things.

You must tell *us* immediately if, after the start of this policy, there is an increase or alteration to the risk insured. This includes any change of circumstances that affects the persons, properties, or liabilities covered by this policy. *You* must tell *us* if *you* or any member of *your* household or any person insured under this policy receives a criminal conviction.

9. Policy Renewals

a. Annual Policies

Before *your* annual policy expires *we* will invite *you* to renew it. Before renewing, it is very important that *you* check all information on the renewal invitation to confirm that *your* insurance details are still correct and continue to meet *your* requirements.

b. Monthly Policies

Monthly policies do not have an annual renewal date. They expire every month on the same day that *you* took out *your* policy. To maintain cover *you* need to make sure that *you* continue to make monthly *premium* payments otherwise:

i. all benefits under this policy will be suspended from the date the first unpaid *premium* was due, and in the event of a claim being made against this policy *we* reserve the right to require immediate payment of any outstanding amounts; and

ii. notification of policy cancellation will be issued if any *premium* remains unpaid for longer than 60 days (two consecutive months).

To ensure that *you* have an opportunity to maintain cover in the event that a

monthly *premium* payment has not been made to *us*, *we* will attempt again to collect the outstanding *premium* from *your* nominated bank account the month following.

It is very important that *you* review *your* cover once a year to make sure that it still meets *your* requirements.

10. Excess

a. All excesses shall:
   i. form the first part of any *loss* being claimed for; and
   ii. be deducted from the amount of *your* claim, not from any policy limit; and
   iii. apply cumulatively.

b. An excess will apply to each incident, occasion, or event resulting in *loss*. Where *loss* arises from multiple incidents, occasions, or events, the excess (or each relevant excess) applies to each incident, occasion, or event.

c. Where a single event causes *loss* to property or items insured by *you* with *us* at the *situation address* shown on the *schedule* under more than one policy, only one excess (or where a number of excesses under one policy apply cumulatively, the sum of those excesses) will apply. The amount of the excess will be the highest excess or cumulative excess that *we* could apply under any of the policies affected.

d. The following excesses may be applied to *your* claim:
   i. any amount shown on the *schedule* or contained in this policy which is described as an excess; and
   ii. any voluntary or imposed excess(es), which are additional to i. above; and
   iii. except where *loss* arises from fire, *flood* or *natural disaster*, the following specified additional amounts where the *home* is:
      i. let to *tenants* other than *you*. Any claim for *loss* to *contents* will be subject to an additional excess of $250 for each event;
      ii. made available for casual use by anyone in return for any form of payment, any claim for *loss* to *contents* will be subject to an additional excess of $1,000 for each event.
   iv. if portable electronic equipment is stolen or lost from *your* motor vehicle an additional excess of $150 applies.
   v. if *you* have told *us* that *you* have a security alarm system and *you* have received an alarm discount from *us*, any claim for *contents* stolen during a burglary at the *home* will be subject to an additional excess of $250 for each event if the system is not turned on and/or activated while *you* are not at *home*.

11. Goods and Services Tax – GST

We will pay up to the *sum insured* plus any GST (to a maximum of the current rate of GST) that is paid or payable on the *sum insured*. However, all item limits, benefit limits, and excesses shown within the policy or on the *schedule* are GST inclusive.

Policy Conditions

12. Governing Law

This policy is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

13. *Sum Insured* Adjustment on Renewal

We will consider a range of factors that can influence the cost of repairing or replacing items of *contents*. As a result *we* may choose to make an adjustment to contents sums insured. Where *we* take this action *your* new *sum insured* will be shown on the renewal *schedule*, and *your premium* will be adjusted accordingly. However, *you* need to consider if *your sum insured* is sufficient for *your* situation.

14. Joint Insureds

Where the *schedule* shows the insured in joint names or includes the name of a Trust, then this policy is a joint policy. This means that if one of *you*, including Trustees and Beneficiaries, does or fails to do anything so that there is no cover, there will be no cover for any of *you*, not just the person responsible. *You* are each deemed to act with the express authority of each other, and have the right to make a change to the policy, make or settle a claim under the policy, or cancel the policy.

15. Other Insurance

Except for cover provided under benefit 5 – Fatal Injury, this policy does not cover *loss* or liability where cover is provided by other insurance. *We* will not contribute towards any claim made under any other policy.

16. Other Interests

Where *we* are advised of any mortgage or secured financial interest over the *contents*, *we* may make payment of any claim proceeds directly to that interested party. This will meet *our* obligations under this policy.

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

Any party recorded as having a financial interest under this policy is not covered by this policy and has no right to make a claim.

17. Reinstatement of Cover

Where the *contents* sustain *loss* which is covered by this policy, the amount of cover available for future claims will be reduced from the *sum insured* stated on the *schedule* by the amount of that *loss*.

The amount of cover shall be restored as and to the extent that the *loss* is repaired or reinstated.

However, before any amount of *your* cover is restored following *loss you* must pay any additional *premium* that *we* may charge.

This reinstatement of cover shall operate only once during the *period of insurance*, unless *we* agree otherwise in writing. There shall be no reinstatement of cover where there has been a total *loss* under this policy.

18. Reparation

If any person is ordered to pay *reparation* to anyone *we* insure under this policy for *loss* to any property that *we* have or will pay a claim under this policy for, then *you* must tell *us*. Any payments received must first reimburse *our* claims payment up to the amount of any *reparation* received.

Definitions

Policy Conditions
- Governing Law
- *Sum Insured* Adjustment on Renewal
- Joint Insureds
- Other Insurance
- Other Interests
- Reinstatement of Cover
-Reparation
Definitions

Definitions explain words frequently used in the policy. Defined words are shown in italics.

Accident, ***accidental***, and ***accidentally*** mean a sudden and unforeseen event, not intended or expected by *you*.

Act means any Act of the New Zealand Parliament in force at the commencement of the *period of insurance,* or which comes into force during the *period of insurance*, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.

Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.

Contents means anything in *your* possession or located at the *home*, belonging to *you*, or hired by *you* or in *your* custody or control for which *you* are responsible, not being otherwise insured, but does not include:

a. mechanically propelled vehicles, trailers, caravans, or aircraft (except ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired, *drones* (while not in use), and remote-controlled scale models);

b. vehicle accessories in or on a vehicle;

c. vehicle keys and/or vehicle remote controls;

d. entertainment and communications systems that are in or on a vehicle, including any parts that attach to these systems;

e. navigation systems or radar detectors in or on a vehicle, including any parts that attach to them;

f. trees, shrubs, and plants (other than pot plants);

g. fixtures, fittings, sculptures, or artwork (and their accessories) permanently affixed to the *home* or to land;

h. contents used in any way for professional or business purposes, except for:

   a. laptop computers, tablets, mobile or smart phones, or any other similar handheld electronic device that *you* also use for personal use; or

   b. the cover provided under benefit 8 – Property used for Trade, Professional or Business Use and benefit 15 – Home Office or Healthcare Practice;

i. contents normally housed in an address not named on the *schedule*;

j. any item of contents that *you* have sold, gifted, or given away, that is no longer in *your* possession, or any item which *you* have taken ownership of or responsibility for, but *you* have not yet taken possession of;

k. any artificial body parts, surgical implants, or attachments that are permanently fitted to *you* or to any animal;

l. any animal;

m. the *home;*

n. *drones* while they are in use.

Definitions

Damages means amounts payable in accordance with judgement against *you* and/or settlements negotiated by *us*, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, *reparation*, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.

Domestic pets means any animal that is tamed and kept for pleasure and companionship. It does not include any animal that is not usually found living in urban households, or one that is kept as a working or sporting animal, or that is kept for breeding or for any economic purpose.

Drone(s) means any unmanned, unpiloted or remotely operated aerial device.

Flood means the inundation of land by water escaping from or released from the normal confines of the sea, any watercourse, reservoir, pond, dam, or lake, as well as the runoff, accumulation, or pooling of water. However, flood does not include inundation of land where it affects only *your* property.

Home means the dwelling, including residential flat or holiday home, which is:

- owned or occupied by *you*; and
- used for *residential purposes*; and
- located within the *residential boundaries*; and
- at the *situation address* shown on the *schedule*.

Home includes the following items used for *residential purposes* and located within the *residential boundaries* of the *situation address*:

- each additional self-contained dwelling unit that is capable of being lived in and is intended by *you* to be, or actually is the home of one or more persons;
- separate outbuilding(s) that are not self-contained or capable of being lived in, and garage(s);
- permanent decks;
- greenhouses and garden sheds, patios, pergolas, and built-in furniture;
- aerials and satellite dishes that are attached to the home;
- fixed floor coverings (glued, tacked, or smooth-edged);
- coverings fixed to the ceiling or wall;
- curtains, drapes and blinds;
- fixed light fittings and appliances permanently wired or plumbed to a gas, plumbing, or electricity supply;
- letter boxes, exterior blinds and awnings, fixed clotheslines, and built-in barbeques;
- septic tanks, heating oil tanks, service tanks, water tanks, and their fixed pumps and systems;
- permanent spa pools or swimming pools, including their fixtures, covers, pipes, and fixed pumps;
- walls, fences, and gates;
- solar panels;
- gas pipes, fresh-water pipes, underground drainage and sewerage pipes;

- cables and poles associated with electricity, data and telephone services;
- any driveways, paths, patios, bridges, paving, and tennis courts;
- any private road, lane, right-of-way, access way, or bridge (including associated guttering, drains, piping, cables, and lighting) providing access to a driveway owned by *you* or shared by *you* with other residential property owners, and for which *you* are responsible;
- permanently installed ornamental fish ponds and water features connected to the dwelling's water supply;
- sculptures and artwork that are permanently affixed to the home and/or land;
- *your* share in any walls (except retaining walls), fences, gates, pipes, cables, or driveways where those things are jointly owned by *you* and other property owners;
- any part of the home used as a home office or healthcare practice.

Indemnity value is the amount *we* deem is needed to compensate *you* for the change in *your* financial position as a result of the *loss*. This is either:

a. for a total *loss* – the *market value* of the *contents* immediately before the *loss* occurred; or

b. for a partial *loss* -

   i. the cost of replacing, repairing, or reinstating the *contents* to a condition no better or more extensive than when new, less an allowance for depreciation, age, and wear and tear; or

   ii. the reduction in the *market value* as a result of the *loss*;

   but no more than the *market value* immediately before the *loss* occurred.

Loss means *accidental* physical loss or physical damage. It does not mean prevention of use or loss of functionality or usefulness.

Market value means the value of the *contents*.

Natural disaster means earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slowly moving natural landslip.

Period of insurance means the period of insurance shown on the *schedule*.

Premium is the amount *you* need to pay *us* to ensure cover commences and remains in force. This means the first premium or any subsequent premium, and may include any government or other levies or taxes.

Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing *Act* 2002 to be paid to the victim of an offence. Reparation does not include:

a. reparation arising from prosecution of an offence under the Health and Safety at Work *Act* 2015; or

b. *damages*, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or

c. *your* legal defence costs or expenses in relation to an offence.

Definitions

Replacement value means the cost of replacement, repair, or reinstatement without deduction for wear and tear or depreciation.

Residential boundaries means that part of the land on which the dwelling which constitutes the *home* is situated, which is used by *you*, by members of *your* family, or by *your tenant*, for predominantly *residential purposes*. It does not include:

- any part of the land which is used for commercial or farming purposes; or
- any part of the land that is more than 150 metres away from a dwelling or garage used for *residential purposes*, where the *home* is situated on a property greater than 10,000 square metres in size, and is not serviced by a dedicated town mains water supply.

Residential purposes means the ordinary domestic activities of life, and excludes activities undertaken for commercial or business purposes.

Room or rooms means any room(s), common area(s), and passageway(s) openly connected together and not separated by any doors, doorways, or stairs.

Schedule is the latest current policy schedule, expiry notice, renewal notice, or endorsement issued to *you* or *your* insurance adviser by *us*.

Similar items means items of *contents* with a similar nature, colour, texture, material, or design and includes items which form part of a set.

Situation address is the place where the *home* is located. It is shown on *your schedule*.

Sum insured means the sum insured shown on the *schedule*.

Tenant or ***tenants*** means any person or persons (including the person's husband, wife, or partner, and the person's family) who are party to a tenancy agreement with *you*, for a period of no less than 90 days, having the right under such agreement to occupy the *home* in consideration of regular rental payments.

Uninhabitable means the *home* is no longer a safe or sanitary place to live, as determined by government or local authorities, or by *us*, due to physical damage to the *home*, and where notice to this effect has been issued. It does not mean a disinclination by *you* or *your tenants* to remain in occupancy of an otherwise safe or sanitary *home*.

We, us, or ***our*** means Vero Insurance New Zealand Limited.

You or ***your*** means the insured person or persons named on the *schedule* and their partner, their parents and/or their children (including dependent children within their care) only, permanently residing at the *home* with *you*, and not being otherwise insured.

Partner is a marriage partner or de facto partner as defined in the Property (Relationships) *Act* 1976 or civil union partner as defined by the Civil Union *Act* 2004.

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