



Personal Insurance Plan

MaxiPlan Contents

Welcome to MaxiPlan – 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 *us* if *you* would like further information.

HELP Service – Emergency Assistance

HELP is a 24 hour, 7 day a week emergency assistance service which Vero offers as part of *your* insurance policy – at no extra cost.

With just one phone call *you* can sort out all the hassles that arise if *you* have an *accident* or disaster anywhere in New Zealand – even if no insurance claim is involved. Whatever the problem, ring HELP for practical advice, and they will locate the trades people or services *you* need. The toll free number is 0800 800 786.

Ringling HELP costs *you* nothing. The assistance is free, but *you* will have to pay if *you* ask for a tradesperson to call or for other services. Where the services are covered by *your* policy, *you* can claim back any bills paid, subject to the policy excess.

How HELP can help *you*:

Convenience

Instead of looking through the yellow pages for a plumber at 11 o'clock at night, HELP can organise a call out.

Quality

All trades people are approved and monitored. Each call is followed up to ensure *you* are satisfied with the quality and cost of the service received.

Guaranteed response

Our systems will guarantee that someone will actually arrive.

How do *you* qualify for HELP?

HELP is automatically provided to all Vero house, contents or private motor vehicle policyholders (but not business

cars or motorcycles). HELP is also available to members of *your* immediate family who live with *you*.

No matter which policy *you* have (of those listed above) *you* can use any of the HELP services provided.

Service available

HELP provides a 24-hour referral to a comprehensive nationwide network of recommended service organisations and trades people.

So if *you've* got a problem with plumbing, a leaking roof, broken glass, replacement of locks or electrical faults, *our* operators can provide rapid assistance.

Advice is also available on *our* claims procedures, including the appointment of assessors and tips on how to minimise damage.

HELP provides free access to a service that will advise and act on all of these concerns.

HELP also offers to arrange a host of other services for *you* (while *you* are in New Zealand) even when no insurance claim is involved:

1. emergency call-out service – for problems like flat batteries or keys locked in *your* car;
2. medical referral service – if *you* are away and want the name of a recommended local doctor, out of hours;
3. replacement of personal effects following loss or theft away from *home*.

Remember, HELP is always available whether *you* are at *home* or miles away.

HELP - a valuable addition to *your* policy from Vero.

30-day Money Back Guarantee

If *you* are not satisfied with the cover provided by the policy *you* may return the policy within 30 days of receiving it.

If *you* have not made any claims during this period *we* will give *you* a full refund of any *premium* paid.



Privacy Act and the Insurance Claim 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

Definitions explain words frequently used in the policy.

Defined words are shown in this type style.

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 cover*, or which comes into force during the *period of cover*, 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 shall mean anything normally in or around the *home*, belonging to or hired by *you* or in *your* custody or control for which *you* are responsible, not being otherwise insured, but excluding:

- a. mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, wheelchairs and mobility scooters), trailers, caravan, or aircraft including accessories and spare parts attached to any of them;
- b. livestock and pets;
- c. trees, shrubs and plants (other than pot plants);

- d. fixtures and fittings (and their accessories) permanently attached to the *home*;
- e. contents used in any way for professional or business purposes.

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.

Home means each dwelling (including residential flat or holiday home) within the residential boundaries of the property on which the home is situated and includes any part of the home used as a home office or health care practice.

Indemnity value is the amount needed to put *you* back in the same financial position *you* were in immediately before the *loss* occurred. This is either:

- a. the *market value* of the *contents* at the time of *loss*;
or
- b. the cost of replacing, repairing or reinstating the *contents* to a condition no better or more extensive than it was when new, less an allowance for depreciation and wear and tear.

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

Market Value means that reasonable value of the *contents* immediately prior to the *loss*.

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 cover means the "period" or "period of insurance" specified in the *schedule*.

Premium is the consideration for this contract. This may mean the first premium or any subsequent premium.

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.

Schedule is the latest current policy schedule, expiry notice or insurance renewal issued to *you*.

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.

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.

Introduction

We will provide the cover set out in this policy during the *period of cover* 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

We will insure *you* for *accidental loss* to the *contents* anywhere in New Zealand during the *period of cover* with *us*.

What we will pay - at our option:

Replacement value, which is the cost of replacement, repair or reinstatement without deduction for wear and tear or depreciation, on all *contents* except:

- clothing;
- footwear;
- video and/or audio tapes, records and discs;
- books and magazines;
- sports and recreational equipment other than bicycles;
- 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;

for which we will pay the *indemnity value*.

However,

1. If *you* do not want the items repaired or replaced then we will pay *you* only the *indemnity value* of the items or the cost of the repairs whichever is less. However, if jewellery is not replaced or repaired, the maximum amount we will pay is 50% of the replacement value.
2. We will only replace damaged floor coverings, drapes, curtains, or blinds in the room or rooms where the *loss* occurred.
3. If *your home* is let to anyone other than *you* we will only pay *indemnity value*.

Limits on what we will pay:

The maximum we will pay for any of the following items is the amount listed below unless:



1. the item is specified in the *schedule* for another amount;
2. *your sum insured* is under \$60,000, in which case the \$3,000 limits below are reduced to \$2,000.

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

- \$3,000 per item of jewellery or watch up to a maximum of \$10,000 in any one claim;
 - \$3,000 per item of photographic and video camera equipment. The camera body and the standard lens is one item. 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 one item;
 - \$3,000 in total for any coin or stamp collection;
 - \$3,000 for any bicycle;
 - \$3,000 for any canoe, kayak, surfboard, surf skis, or windsurfer;
 - \$3,000 for any watercraft (other than canoe, kayak, surfboard, surf ski, or windsurfer). Any watercraft that has a *market value* of more than \$3,000 is not covered by this policy;
 - \$1,000 in total for unset precious stones, bullion or gold or silver (other than silverware and goldware) or precious metals;
 - \$1,000 in total for remote controlled models;
 - \$500 in total for all money, negotiable securities, bonus bonds, travellers' cheques or travel tickets;
 - \$500 in total for any certificates or documents;
 - \$500 in total for motor parts and accessories while detached from any vehicle, including children's car seats;
 - \$500 for marine parts and accessories while detached from any boat.
3. *Our liability to you* under all legal liability benefits (Liability for *Damages*, Liability for *Reparation* and *Forest and Rural Fires Act*), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any *period of cover*. In addition *we* will pay *your* legal defence costs and expenses incurred with *our* consent where *your* legal

liability is to pay *damages*, or costs under the F&RF *Act*. 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*.

Additional Benefits

We will also pay for:

1. Gradual Damage

We will pay for gradual physical damage to *contents* resulting from water leaking or overflowing from any internal water system, provided that the *loss* first occurs during the time that *you* own 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 item.

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

2. 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;
- Health care 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.

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

We will insure *your* tools and other articles used



for trade, professional, or business purposes. *Our* liability under this Benefit will be limited to \$2,000 in total for any one event.

4. 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. *We* will not pay for theft of *your* children's *contents* from such accommodation, unless there is actual 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.

5. 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.

6. 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.

7. Gifts

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

8. 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.

9. 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.

10. 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.

11. 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.

12. Authorities Damage

We will, within the *sum insured*, pay for physical damage to the *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.

13. Alternative Accommodation

We will pay reasonable additional costs of temporary accommodation including the boarding of domestic pets and temporary storage of *your contents* incurred by *you* while the *home* is uninhabitable due to *loss* covered by this policy. *We* will pay for the period *your home* is uninhabitable.



Any payment will be limited to 12 months or \$30,000 in total if *you own your home*. But if *you* are renting the *home* we will pay for one months costs or until *you find another home* and purchase enough *contents* to live in it, whichever comes first.

14. Removal of Debris

With *our* prior consent, we will pay the costs incurred for removing the *contents* debris from the *home*. Any payment will be within the *contents sum insured* shown in the *schedule*.

15. 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 cover* 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 cover* as a result of an event that occurs in New Zealand, provided that:

- a. *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
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

C. Forest and Rural Fires Act

We will cover *you* for *your* legal liability under the Forest and Rural Fires Act 1977 (F&RF Act) arising from an event that occurs in New Zealand during the *period of cover* to pay:

- a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority;
- b. costs and levies under sections 46 and 46A of the F&RF Act; and

- c. costs claimed by any other party in order to protect their property from fire.

However, we will not provide cover where *your* liability arises directly or indirectly from any fire *you* lit intentionally that did not comply with the F&RF Act or any other statutory or local body requirement governing the lighting of fires.

D. Extended Liability

Provided all the requirements are met, we will extend the "Liability for *Damages*", "Liability for *Reparation*" and "Forest and Rural Fires Act" benefits to include:

- a. *your* children who are covered by benefit 5 – Boarding School and benefit 4 – Tertiary Accommodation;
- b. *your* involvement in paid part-time baby-sitting;
- c. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired;
- d. 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;
- e. the non-competitive use of any scale-model, radio-controlled:
 - i. aircraft;
 - ii. watercraft;
 - iii. 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, 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:

- i. for *loss* to someone else's property, up to \$2,000,000;
- ii. for *bodily injury*, up to \$1,000,000; and
- iii. for liability under the F&RF Act, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, or costs and levies under the F&RF Act, 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*.

Exclusions (what *you* are not insured for)

1. Any excess

You must contribute the amount shown in the *schedule* as the excess for the first amount of any claim.

If the *home* is let to *tenants* other than *you* an additional excess of \$250 applies.

All excesses are cumulative.

Where a single event causes *loss* to property or items insured by *you* with *us* under more than one policy, only one policy excess shall apply. The amount of the excess shall be the highest excess that we could apply under any of the policies affected.

Where *you* suffer a total loss and *you* have been paying *your premium* by instalment the excess shown on the *schedule* will be increased to include:

- i. the balance of the amount of *premium* *you* would have paid if *you* had instead elected to pay *your premium* annually; and

- ii. the total value of the service fees for all of the *premium* instalments.

2. We will not pay for:

- a. any loss of use or consequential loss;
- b. any loss of electronic data;
- c. damage to swimming and spa pools caused by hydrostatic pressure.

3. Loss caused by:

- a. mechanical or electrical breakdown or failure unless actual burning out occurs but always excluding lighting or heating elements fuses or protective devices or electrical contacts where arcing occurs in ordinary working; or
- b. defect in design or inherent fault.

However this policy will cover any resulting *loss* provided it is not also excluded.

4. Loss caused by:

- a. wear and tear;
- b. corrosion or rust;
- c. action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration (unless covered under the gradual damage additional benefit);
- d. any other gradually operating cause;
- e. insects or vermin (except opossums);
- f. defect in workmanship or any process of cleaning, renovation, repair or restoration but only in respect of the article or property that has undergone such process;
- g. lifting or moving the *home* or as a result of structural additions or structural alterations to the *home* unless we have been notified and agreed in writing;
- h. vibration or removal of support;
- i. 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*);



- j. subsidence, settling, ground heave, shrinkage, expansion, or erosion;
- k. theft of outboard motors that are not securely locked to a boat, or stored in a securely locked part of a boat or in a securely locked building.

5. 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.

6. Loss of or damage to contents:

- a. permanently removed from the *home*;
- b. removed to any place for sale, storage or exhibition;
- c. during the course of household removal including loading and unloading.

7. Unoccupied Home

This policy does not provide cover for 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 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.

8. 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.

9. Intentional or reckless acts or criminal activity

This policy does not provide cover for 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.

10. Natural Disaster Damage

This policy does not provide cover for *natural disaster*, except:

- a. where there is *loss* to the *contents*, and
 - i. the *loss* to the *contents* is covered under the Earthquake Commission Act 1993 (the EQC Act); and
 - ii. the Earthquake Commission has accepted liability and has paid the maximum amount that it is liable for under the EQC Act for *your* claim.
- b. where there is *loss* to *contents* that are not subject to insurance under the EQC Act.

Where there is *loss* caused by *natural disaster* for which *you* are covered under this policy, *our* liability will be limited to the amount that *we* would have paid under the policy if the cause of *loss* was other than *natural disaster*, less the amount that *you* have received from the Earthquake Commission.

However, 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*, even if such *loss* or costs are covered by the Earthquake Commission.

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 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 property 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 the 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 cover* 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* or under the Forest and Rural Fires Act 1977. At *your* cost *you* must provide all reasonable assistance and co-operation.
- e. *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.
- f. *You* must, prior to settlement of *your* claim, complete documentation which evidences *our* settlement of *your* claim.

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 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. Governing Law

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

10. Government EQC Cover

Where the policy insures *contents* at more than one named location, for the purposes of the Earthquake Commission Act 1993, each location is deemed to be subject to a separate contract.

11. Sum Insured Adjustment at 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.

12. Instalment Premiums

Where *we* have agreed to accept payment of *premium* by instalments all benefits under this policy will be forfeited from the date the first unpaid instalment was due, and *your* policy will be automatically cancelled if any *premium* instalment/s remains unpaid for 28 days.

To ensure that *you* have an opportunity to maintain cover in the event that an instalment *premium* has not been made to *us*, *we* will attempt again to collect the outstanding *premium* instalment from *your* nominated bank account.

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due.

13. 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.

14. Other Insurance

Except for cover provided under Benefit 11 – 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.

15. Other Interests

Where *we* have been 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.

16. *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.