
HOME & CONTENTS

INSURANCE POLICY

CONTENTS

1	INTRODUCTION
1	GENERAL DEFINITIONS
2	GENERAL CONDITIONS
2	MAKING A CLAIM
3	HOME COVER
	SPECIAL DEFINITION
	WHAT YOU ARE INSURED FOR
	MAXIMUM AMOUNT PAYABLE
	EXTENSIONS INCLUDED IN YOUR COVER
	WHAT YOU ARE NOT INSURED FOR
	SPECIAL CONDITIONS
	EXCESS
5	CONTENTS COVER
	SPECIAL DEFINITIONS
	WHAT YOU ARE INSURED FOR
	MAXIMUM AMOUNT PAYABLE
	WHERE COVER FOR YOUR CONTENTS APPLIES
	EXTENSIONS INCLUDED IN YOUR COVER
	OPTIONAL EXTENSIONS
	WHAT YOU ARE NOT INSURED FOR
	SPECIAL CONDITIONS
	EXCESS
9	GENERAL EXTENSIONS
10	GENERAL EXCLUSIONS
11	OTHER IMPORTANT INFORMATION

INTRODUCTION

This is your insurance policy which is underwritten by Lumley Insurance. It consists of this wording, any proposal or declaration and the schedule(s).

In return for the premium, Lumley Insurance will provide the insurance cover(s) explained in this policy and accept liability to meet valid claims made under the policy. No claim will be payable if at the time of loss any premium due has not been paid.

Please read this document carefully to ensure you understand the policy and that the cover(s) described here meet(s) your requirements.

If you find the cover you have chosen is not what you want, you can notify us in writing within 30 days of the date the cover begins and we will refund any premiums paid in full and cancel the cover. Of course, if that happens, we will not pay any claims under the policy either.

GENERAL DEFINITIONS

Wherever these words are used in this policy, this is what they mean.

ACCIDENT - means a happening or event that is unforeseen and unintended by you. Whenever the word 'accidental' is used this refers to 'accident' as defined above.

EQ COVER - means the insurance of the home provided by Section 18 and/or the insurance of the contents provided by Section 20 of the Earthquake Commission Act 1993.

EXCESS - means the amount stated which you must bear for each event causing loss as you are not insured for this amount. If as a result of a single accident, there is loss to your home, contents, vehicle or boat 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.

INDEMNITY VALUE - means the cost immediately before the loss of rebuilding, replacing or repairing your home or contents to a condition no better than new less an appropriate allowance for depreciation and deferred maintenance.

LOSS - means sudden physical loss, damage or destruction.

LUMLEY INSURANCE, WE, THE COMPANY, THE UNDERWRITER, OUR OR US - means Lumley General Insurance (N.Z.) Limited.

NATURAL DISASTER - means an earthquake, volcanic eruption, hydrothermal activity, tsunami, natural landslip or natural disaster fire.

NATURAL DISASTER FIRE - means fire occasioned by or through or in consequence of an earthquake, volcanic eruption, hydrothermal activity, tsunami, or natural landslip.

NATURAL LANDSLIP - means the movement (whether by way of falling, sliding, or flowing, or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground but does

not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion.

PERIOD OF INSURANCE - means the period in the schedule during which this insurance is in force.

The period starts at the Start date and ends at 4.00pm (New Zealand time) on the Review date.

SCHEDULE - means the most recently dated schedule(s) which we issue. This includes any schedule(s) issued to renew or endorse your insurance.

YOU - means the person (or persons), shown on the schedule as 'the insured'. Wherever the words 'yourself' or 'your' are used this refers to 'you' as defined above. If there is more than one insured shown on the schedule, this policy insures you jointly.

GENERAL CONDITIONS

All the conditions and obligations of this policy must be complied with, or we may decline your claim.

DISCLOSURE/ACCURACY OF STATEMENTS

We have issued this policy based on the information you have provided us. You must tell us everything that a prudent insurer would want to take into account in deciding whether to issue, continue or renew this cover, including (but not limited to) criminal activity or associations, criminal convictions not subject to the 'clean slate scheme' under the Criminal Records (Clean Slate) Act 2004, bankruptcy or insolvency, flood, hazardous processes, or any circumstances giving greater than normal risk of loss – note, this is not an exhaustive list.

All statements made in any application, proposal form, schedule, or claim, or any other information supplied must be correct in every respect. Otherwise, we may be entitled to consider you as being uninsured.

CHANGE IN CIRCUMSTANCES

If there are changes to any circumstances relevant to this insurance you must immediately notify us in writing.

CARE OF INSURED PROPERTY

You must maintain the insured property in good repair and take all reasonable steps to safeguard it against loss.

RECKLESS, WILFUL OR DELIBERATE ACTS

You must not cause or facilitate loss or incur any liability through any reckless, deliberate or wilful act nor must you knowingly allow or permit anyone else to cause loss or liability in this way.

OTHER PEOPLE'S OBLIGATIONS

Any other person entitled to cover under this policy must meet all of the conditions and obligations that you are required to meet, wherever this is applicable. Otherwise, this insurance may not cover them, or you.

MAKING A CLAIM

You must:

- > immediately tell us in writing of any event that might result in a claim
- > immediately tell the Police if property is lost or if you suspect theft, burglary, arson or malicious damage
- > do as much as you can to minimise any loss or liability
- > give us free access to examine and assess any loss or liability
- > take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses
- > immediately send us any communication received from any other person
- > fully co-operate with us and complete any documentation we require, including statements on oath.

It is a requirement of this policy that you do not:

- > without our prior written consent, dispose of any property involved in a claim on this insurance
- > without our prior written consent, incur any expense in making good any loss, or incur any professional expense, except as is necessary to minimise any loss or safeguard the property
- > admit responsibility for any loss or liability, or try to negotiate, defend or settle any claim yourself
- > make any claim which is fraudulent in any respect. Otherwise all benefits under this policy are forfeited.

No incorrect statements shall be made in relation to any claim.

We have the sole right and option to act in your name and on your behalf to negotiate, defend or settle any claim and to take over for our own benefit and settle any legal right of recovery you may have, including any counter claim. If we do this, it will be at our own expense.

We may settle any liability claim by paying the maximum amount payable under this policy (or any lesser amount for which the liability can be settled) including costs and expenses incurred to date. If we do so, this meets our obligations under this policy in full.

[SECTION 1] HOME COVER

SPECIAL DEFINITION APPLYING TO SECTION 1

HOME - means the dwelling at the situation shown in the schedule and its:

- > outbuildings
- > permanently attached fixtures and fittings
- > glued floor coverings
- > underground and overhead services
- > walls, gates, fences
- > swimming and spa pools which are permanently fixed
- > paths, driveways, patios and tennis courts all constructed of concrete, brick, pavers or tarseal
- > other domestic improvements of a structural nature which are permanently fixed or installed and which are not excluded by this policy

The home does not include:

- > trees, shrubs and other plant life other than the cover given under the 'landscaping' extension
- > wharves, piers, landings, breakwaters, sea walls, jetties or the like
- > dams, reservoirs, culverts or slipways
- > bridges
- > any land, earth or fill

The home must be used only for private residential purposes (which may include a home office) unless you advise us and we agree otherwise in writing.

Note there is no cover under any part of this policy for any liability which arises in connection with a business in respect of a home office or any other type of business we have agreed to cover. Special insurance cover has to be arranged for this under a separate commercial policy.

WHAT YOU ARE INSURED FOR

This insurance covers accidental loss to the home during the period of insurance.

Included in your cover are:

- > any additional costs to rebuild or repair the damaged portion of the home which are required solely to comply with any statute or local body regulation, provided that:
 - you had not been served notice of these before the occurrence of the loss, and
 - the home complied with existing requirements at the time it was originally built, and at the time of any alterations.
- > architects', engineers', and surveyors' fees to rebuild or repair the home if they have been authorised by us
- > the cost actually incurred to demolish and remove debris including contents.

We will pay the costs actually incurred to rebuild or repair the home to the same condition and extent as when it was

new. We will pay for building materials and construction methods commonly used at the time of loss. If your schedule shows you are covered by 'Option 1A' or 'Option 1B', the cost of rebuilding or repair will be limited to the floor areas disclosed in the schedule.

We may settle the claim by payment or, at our discretion, by rebuilding or repair. We will not pay more than the indemnity value until the cost of rebuilding or repair is actually incurred.

You must co-operate to ensure that any rebuilding or repair authorised by us is carried out promptly.

If you decide not to rebuild or repair the home after a loss, we will pay you the indemnity value. We will also pay the costs of demolition and removal of debris and contents provided these costs are actually incurred as a reasonable and necessary expense as a result of the loss.

Please see the limitations below for rental or holiday homes.

If the home is mortgaged, we may make payments in respect of any loss to the mortgagee. Receipt by the mortgagee will discharge our responsibilities to that extent.

MAXIMUM AMOUNT PAYABLE

The most we will pay for any loss or series of losses arising from one event is:

- > for Option 1A one million dollars in total for home, contents and specified items. Please also refer to the contents section for contents limits.
- > for Option 1B one million dollars in total.
- > for Option 1C the sum insured shown in the schedule, plus any extensions stated in the policy as being additional.

The owner's liability extension is additional to the above.

EXTENSIONS INCLUDED IN YOUR COVER

SALE AND PURCHASE

Where a contract of sale and purchase of the home has been entered into, the purchaser shall be entitled to the benefit of this insurance until settlement date, but to obtain this benefit, the purchaser must comply with all the conditions of this insurance

LANDLORD'S CHATELS

If your occupancy is shown in the schedule as 'landlord', we will cover you for appliances, furniture, carpets, blinds and drapes which remain in the home while it is let, lent, leased, rented or tenanted. We will pay indemnity value only to a maximum of \$10,000.

LANDSCAPING

If the home is damaged or destroyed and you have a valid claim under this Section, we will pay for costs incurred to restore any part of your garden which was damaged as a result of the damage to the home or any necessary rebuilding.

We will also pay for costs incurred to restore any part of your garden which suffers accidental loss during the period of insurance as a result of fire or impact by a vehicle (whether or not there is damage to the home).

The most we will pay for any loss or series of losses arising from one event is \$2500.

GRADUAL DAMAGE PROTECTION

We will cover you for the costs of repairing the home for up to \$2000 if it suffers loss by mildew, rot or gradual deterioration, caused by water which accidentally leaks or overflows from:

- > any internal water pipe or waste disposal pipe
- > any bath, shower, basin, sink, toilet, cistern, bidet, internal water tank.

provided that when the leak or overflow first occurs and the loss is discovered:

- > you own the home
- > you are living in the home
- > it is your permanent residence
- > this policy is in force
- > you take immediate steps to minimise the loss.

LOSS OF RENT

If the home is rented and can't be lived in because of loss covered by this section of the policy, we will pay any loss of income from rents receivable for the time reasonably needed to rebuild or repair the home. The amount payable will be up to \$40,000 or 6 months rental from the date of the loss, whichever is less. This extension is additional to the sum insured.

OWNERS LIABILITY

This extension will cover:

- > your legal liability as owner of the home for loss to someone else's property during the period of insurance as the result of any accident which happens at the home (or on any residential land belonging to it)
- > any amount which you are legally required to pay under Section 43 or Section 46 of the Forest and Rural Fires Act 1977 arising from your ownership of the home (or any residential land belonging to it) in connection with an accidental event which happens during the period of insurance.
- > reasonable costs and expenses in relation to either legal liability, incurred with our prior written consent.

This extension will not cover you for:

- > liability caused by, or in connection with, or arising from:
 - the ownership or use of any:
 - + mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair or electric mobility scooter for personal use only)
 - + trailer
 - + caravan
 - + boat or watercraft
 - + aircraft or aerial or spatial device
 - any business, profession or employment, or earning of any income

- an agreement, unless you would have been liable anyway, even without the agreement

- > liability for damage to property belonging to you or any person who is living at the home or property under your (or their) care or control.

The most we will pay under this extension is \$1,000,000 in total for one event, or a series of events resulting from one source or original cause. This sum includes any costs and expenses incurred by you with our prior written consent, or recoverable from you by any claimant. If you have liability protection with us under any other policy or section of this policy, then our maximum combined liability under all policies or sections shall be \$1,000,000.

GENERAL EXTENSION

The general extension on page 9 of this policy wording contains extensions to this cover

WHAT YOU ARE NOT INSURED FOR

This insurance does not cover any loss which is, or arises from:

- > wear and tear
- > mildew, rot, corrosion, rust, or gradual deterioration (other than the cover provided under the 'gradual damage protection' extension)
- > mechanical breakdown or failure, electrical or electronic breakdown or failure. However, we will cover accidental loss to any part of household electrical or electronic equipment caused by the actual burning out of that part
- > defect in materials, workmanship or design
- > insects or vermin other than opossums
- > any process of cleaning, repairing or restoring
- > the action of light
- > animals which you own or which are in your care, custody or control, except for the first \$5000 of the cost of repairs

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover resulting loss to any other part or item not otherwise excluded.

Also not covered is any loss which is or arises from:

- > theft or deliberate damage (other than fire or explosion) by any person lawfully at the home.
- > lifting or shifting the home (including preparatory work) or the removal of structural support or any part of the roof
- > land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the 'natural disaster damage' extension on page 9 of this policy)
- > underground water pressure.

GENERAL EXCLUSIONS

The general exclusions on page 10 of this policy wording contain further exclusions to this cover.

SPECIAL CONDITIONS

LIMITATION ON RENTAL OR HOLIDAY HOMES

If at the time of the loss the home or any part of the home is lent, let, leased, rented or tenanted to anyone but you, or if it is a holiday home, then claims for:

- > glued floor coverings, or
- > wall coverings, or
- > burning out of household electrical equipment over five years old are restricted to indemnity value.

FURNISHING LIMITATION

We do not pay for any floor covering which is not in the room where the loss occurs.

UNOCCUPANCY

Cover under this policy shall cease immediately if the home is unoccupied for more than 60 consecutive days, unless you have given us prior notice in writing, and we have agreed on revised policy terms for cover to continue. This condition does not apply if the home is a holiday home. However, you must ensure that:

- > the home is kept in a tidy condition
- > all external doors and windows are securely locked
- > all papers and mail are collected regularly
- > the home is under regular supervision.

EXCESS

- > if you own and occupy the home and it is your principal place of residence your excess is the first \$100 or the excess shown in the schedule whichever is the greater
- > if the home is a holiday home, your excess is the first \$250 or the amount shown in the schedule whichever is the greater
- > if the home or holiday home is not occupied by you because it is lent, let, leased, rented or tenanted, your excess is the first \$250 or the amount shown in the schedule whichever is the greater.

[SECTION 2]

CONTENTS COVER

SPECIAL DEFINITIONS APPLYING TO SECTION 2

CONTENTS - means household goods and personal effects owned by you or by members of your family permanently residing with you or for which you or your family are legally responsible, including contents under hire purchase.

It does not include:

- > animals
- > trees, shrubs and other plant life (other than pot plants)
- > any of the following:
 - motor vehicles (except garden implements for home use only, electric wheelchairs and electric mobility scooters for personal use only)
 - motorcycles including mini bikes
 - caravans
 - trailers
 - aircraft or other aerial or spatial devices unless it is a model or toy not able to carry more than its own weight (but not if damaged while in use).
- or their spare parts, accessories or associated equipment when in or on them
- > business equipment unless cover is provided under 'Extensions included in your cover' or 'Optional extensions'.
- > watercraft and outboard motors valued over \$2000 including their spare parts, accessories and associated equipment

HOME - means the dwelling at the situation shown in the schedule and its outbuildings and grounds. The home must be used only for private residential purposes (which may include a home office) unless you advise us and we agree otherwise in writing.

Note there is no cover under any part of this policy for any liability which arises in connection with a business in respect of a home office or any other type of business we have agreed to cover. Special insurance cover has to be arranged for this under a separate commercial policy.

WHAT YOU ARE INSURED FOR

This insurance covers accidental loss to the contents during the period of insurance.

We will pay:

- > the replacement cost, which means the full cost of replacement or repair for contents other than those listed under indemnity value below
- > the indemnity value for:
 - bicycles
 - books
 - compact discs, records, audio or video tapes
 - clothing or footwear

- computers and computer hardware more than 5 years old
- video games, laser discs, computer software and related media
- household linen
- property used in connection with earning any income
- sporting or recreational equipment
- watches
- items which you have decided not to replace or repair.

Please see the limitations below for rental or holiday homes, and tenants sharing accommodation.

We may settle the claim by payment or, at our discretion, by replacement or repair.

It may not be reasonably practicable to replace or repair your contents exactly as they were. Then we will pay the costs to replace or repair your contents to a state as close to their original condition as is reasonably practicable.

MAXIMUM AMOUNT PAYABLE

The most we will pay for any loss or series of losses arising from one event is:

- > for Option 1A
 - \$250,000 for unspecified contents and
 - the sum insured shown in the schedule for any specified item.

but in any event no more than one million dollars in total for home, contents and specified items.
- > for Option 1D, the sum insured shown in the schedule, plus any extensions stated in the policy as being additional.

The personal liability extension is additional to the above.

WHERE COVER FOR YOUR CONTENTS APPLIES

Contents are covered while they are at the situation in the schedule or temporarily removed from there to anywhere else in New Zealand.

However, we will not cover contents which are:

- > removed from the home for sale, storage or exhibition
- > permanently removed from the home (other than the cover provided under the 'change of situation' extension)
- > normally at some place other than the home

or in the course of removal including loading or unloading or transit to or from any such place

LIMITS

Unless specified in the schedule we will not pay more than:

- \$3000
 - > for any item of jewellery or watch (the limit of \$3000 applies unless we receive a valuation prior to the loss confirming its sum insured). For all jewellery and watches not individually specified in the schedule the most we will pay in total for any one event is \$15,000

- > for any fur
- > for any camera or item of photographic equipment
- > for any bicycle or item of sporting or recreational equipment

\$2000

- > for each collection of any of the following: stamps, medals, coins, telephone cards, collector cards or firearms
- > in total for: watercraft or outboard motors, including their spare parts, accessories and associated equipment
- > in total for: spare parts, accessories and associated equipment which belong to but are not in or on any motor vehicle, motorcycle, caravan, trailer, aircraft or other aerial or spatial device

\$500

- > in total for all of the following: money, gold or silver or precious metals, unset precious or semi-precious stones, negotiable securities or documents of any kind.

If any item is subject to more than one limit, then the lesser limit will apply.

EXTENSIONS INCLUDED IN YOUR COVER

HOME OFFICE

We will cover office furniture and office equipment owned by you and used in connection with a profession or business carried on by you in the home. These items are only insured while within a building at the home. The most we will pay is \$25,000 for each loss or series of losses arising from one event. The following limits apply:

- > \$5000 in total for all computers and computer hardware and software and related media
- > \$2000 in total for all cellphones and portable communication equipment
- > \$1000 in total for all tools of trade
- > \$1000 in total for all stock in trade, materials and samples.

There is no cover for:

- > money
- > customers' goods
- > anything which is covered by any other insurance.

CHANGE OF SITUATION

If you are moving into a new home within New Zealand where you are to permanently live, we will cover your contents while they remain in the home you are leaving and once they reach your new home. However, you must notify us of the removal and relocation within 14 days of the date contents are first removed. Cover on contents at your former home will cease 14 days after contents are first removed, unless you request and we agree otherwise. Contents in the course of removal or transit to the new home are not covered.

GRADUAL DAMAGE PROTECTION

We will cover you for the costs of replacing or repairing the contents for up to \$2000 if they suffer loss by mildew, rot or gradual deterioration, caused by water which accidentally leaks or overflows from:

- > any internal water pipe or waste disposal pipe
- > any bath, shower, basin, sink, toilet, cistern, bidet, internal water tank.

provided that when the leak or overflow first occurs and the loss is discovered:

- > you own the home
- > you are living in the home
- > it is your permanent residence
- > this policy is in force
- > you take immediate steps to minimise the loss.

LOST OR STOLEN KEYS

Where any key giving access to the home is lost, stolen or believed on reasonable grounds to have been duplicated without your permission, this insurance extends to include the costs reasonably and necessarily incurred in replacing those keys and altering or replacing the locks which they are used for. The most we will pay for any one event or during any one 12 month period is \$500.

OVERSEAS TRAVEL

We will cover for up to \$5000 in total:

- > your clothing, personal effects and baggage
- > your articles of jewellery and valuables specified in the schedule,

that you take with you while traveling to and from, and in Australia or the Pacific Islands, for a period of no more than three weeks, from the time you leave New Zealand.

TEMPORARY ACCOMMODATION

If the home can't be lived in because of loss covered by this section of the policy, we will pay reasonable additional costs actually incurred by you for your temporary accommodation and the boarding out of your domestic cat(s) and dog(s) normally kept at the home. This cover will be provided for up to six months from the date of the loss to a maximum of \$15,000. This extension is additional to the sum insured.

CREDIT CARD/CHEQUE COVER

We will pay the outstanding balance on your credit cards as at the date of the accident to a maximum of \$500 should you or your spouse living with you suffer:

- > death, or
- > total disablement for a period exceeding six weeks as a result of an accident in New Zealand during the period of insurance.

If your credit card(s) or ATM/EFTPOS card(s) or cheque book(s) are lost or stolen and used fraudulently during the period of insurance by any person not related to you or living at the home, we will pay up to \$500, provided your loss cannot be recovered from any other source.

YOUNG PERSONS EXTENSION

We will insure your children's (under the age of 21) contents while they are living away from home at boarding school or in accommodation supplied by an educational institution. This extension shall not exceed \$5000 per person nor \$500 for any one item, and is subject to all the terms of the policy. It excludes theft (unless following actual forcible and violent entry to or exit from a building) and property lost or mislaid.

WEDDING OR CHRISTMAS GIFTS

If you have wedding gifts or Christmas presents temporarily stored in the home for others, we will cover them in the same way as your own contents.

PERSONAL LIABILITY

This extension covers you and members of your family that live permanently with you at the home for:

- > legal liability for loss to someone else's property during the period of insurance as the result of any accident occurring anywhere in New Zealand, Australia and the Pacific Islands
- > any amount which you are legally required to pay under Section 43 of the Forest and Rural Fires Act 1977 in connection with an accidental event which happens during the period of insurance.
- > reasonable costs and expenses in relation to either legal liability, incurred with our prior written consent.

This extension does not cover:

- > liability caused by, or in connection with, or arising from:
 - the ownership or use of any:
 - + mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair or electric mobility scooter for personal use only)
 - + trailer
 - + caravan
 - + boat or watercraft unless it is defined as contents in the 'definitions' section
 - + aircraft or aerial or spatial device unless it is a model or toy not able to carry more than its own weight
 - any business, profession or employment, or earning of any income
 - an agreement, unless you would have been liable anyway, even without the agreement
 - the ownership of any land or building
 - the occupation or use of any premises other than the home
- > liability for damage to property belonging to you or any person who is living at the home or property under your (or their) care or control.

The most we will pay under this extension is \$1,000,000 in total for one event, or a series of events resulting from one source or original cause. This sum includes any costs and expenses incurred by you with our prior written consent, or recoverable from you by any claimant. If you have liability

protection with us under any other policy or section of this policy, then our maximum combined liability under all policies or sections shall be \$1,000,000.

GENERAL EXTENSION

The general extension on page 9 of this policy wording contains extensions to this cover.

OPTIONAL EXTENSIONS

YOUNG PERSONS EXTENSION – EXTENDED COVER

If the schedule shows that this option has been taken and an additional premium paid, we will insure your child's contents while they are living away from home attending an educational institution. This extension shall not exceed \$5000 per person nor \$500 for any one item, and is subject to all the terms of the policy. It excludes theft (unless following actual forcible and violent entry to or exit from a building) and property lost or mislaid.

HOME OFFICE – COVER AWAY FROM THE HOME

If the schedule shows that this option has been taken and an additional premium paid, we will cover office furniture and office equipment owned by you and used in connection with a profession or business carried on by you in the home. These items are insured when temporarily away from the home. The most we will pay is \$25,000 for each loss or series of losses arising from one event. The following limits apply:

- > \$5000 in total for all computers and computer hardware and software and related media
- > \$2000 in total for all cellphones and portable communication equipment
- > \$1000 in total for all tools of trade
- > \$1000 in total for all stock in trade, materials and samples.

There is no cover for:

- > money
- > customers' goods
- > anything which is covered by any other insurance.

OVERSEAS TRAVEL – EXTENDED COVER

If the schedule shows that this option has been taken and an additional premium paid, we will cover:

- > your clothing, personal effects and baggage up to \$5,000 in total
- > your articles of jewellery and valuables specified in the schedule

that you take with you while traveling anywhere in the World for a period of no more than six weeks, from the time you leave New Zealand.

WHAT YOU ARE NOT INSURED FOR

This insurance does not cover any loss which is, or arises from:

- > wear and tear

- > mildew, rot, corrosion, rust, or gradual deterioration (other than the cover provided under the 'gradual damage protection' extension)
- > mechanical breakdown or failure, electrical or electronic breakdown or failure. However, we will cover accidental loss to any part of household electrical or electronic equipment caused by the actual burning out of that part .
- > defect in materials, workmanship or design
- > insects or vermin other than opossums
- > any process of cleaning, repairing or restoring
- > the action of light
- > animals which you own or which are in your care, custody or control, except for the first \$5000 of the cost of repairs

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover resulting loss to any other part or item not otherwise excluded.

Also not covered is any loss which is or arises from:

- > theft or deliberate damage (other than fire or explosion) by any person lawfully at the home.
- > lifting or shifting the home (including preparatory work) or the removal of structural support or any part of the roof
- > land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the 'natural disaster damage' extension on page 9 of this policy)
- > underground water pressure.

GENERAL EXCLUSIONS

The general exclusions on page 10 of this policy wording contain further exclusions to this cover.

SPECIAL CONDITIONS

LIMITATION ON THE CONTENTS OF RENTAL OR HOLIDAY HOMES

If at the time of the loss the home or any part of it is lent, let, leased, rented or tenanted to anyone but you, or if it is a holiday home, and replacement cost conditions apply, then claims for all contents over five years old are restricted to indemnity value.

LIMITATION ON CONTENTS FOR TENANTS SHARING

If you are a tenant and you are sharing the home with anyone other than your family and replacement cost conditions apply, then claims for all contents over five years old are restricted to indemnity value.

FURNISHING LIMITATION

We do not pay for any carpet, floor covering, blind or curtain which is not in the room where the loss occurs.

UNOCCUPANCY

Cover under this policy shall cease immediately if the home is unoccupied for more than 60 consecutive days, unless you have given us prior notice in writing, and we have

agreed on revised policy terms for cover to continue. This condition does not apply if the home is a holiday home. However, you must ensure that:

- > the home is kept in a tidy condition
- > all external doors and windows are securely locked
- > all papers and mail are collected regularly
- > the home is under regular supervision.

EXCESS

- > if you own and occupy the home and it is your principal place of residence your excess is the first \$100 or the excess shown in the schedule whichever is the greater
- > if the home is a holiday home, your excess is the first \$250 or the amount shown in the schedule whichever is the greater
- > if the home or holiday home is not occupied by you because it is lent, let, leased, rented or tenanted, your excess is the first \$250 or the amount shown in the schedule whichever is the greater
- > if you are a tenant and you are NOT sharing the home with anyone other than your family, your excess is the first \$100 or the amount shown in the schedule whichever is the greater
- > if you are a tenant and you ARE sharing the home with anyone other than your family, your excess is the first \$250 or the amount shown in the schedule whichever is the greater.

GENERAL EXTENSIONS APPLYING TO ALL COVERS

NATURAL DISASTER DAMAGE

WHAT YOU ARE INSURED FOR

This extension applies to all sections of the policy and will cover any loss during the period of insurance that occurs:

- > as the direct result of natural disaster, or
- > as a direct result of measures taken under proper authority to avoid the spread, or otherwise mitigate the consequences, of a natural disaster. It does not include any loss for which compensation is payable under any Act of Parliament other than the Earthquake Commission Act 1993

For the home and contents insured under Sections 1 or 2, we will pay the difference between the EQ Cover and the cover under this policy, on the condition that we do not pay:

- > for any excess which applies to the EQ Cover, and
- > until the Earthquake Commission has paid or has agreed to pay the EQ Cover.

For the home insured under Section 1, we will pay the cover under this policy for

- > walls (other than retaining walls)
- > gates
- > fences
- > paths
- > driveways
- > swimming pools or spa pools which are permanently fixed

For the contents insured under Section 2, we will pay the cover under this policy for:

- > jewellery
- > precious stones
- > money
- > paintings and works of art
- > securities
- > documents
- > stamps

We will pay for the cost of temporary accommodation provided under the extensions to Section 2.

Provided that the combined total of any payments:

- > by EQ cover, and
- > by this extension for each Section

is no more than the sum insured shown in the schedule for that corresponding Section plus any extensions which are stated in the policy to be additional.

This entire general extension is subject always to the terms, conditions and limits of the policy.

GENERAL EXCLUSIONS FOR ALL SECTIONS

1: There is no cover under any part of this policy for any loss or liability caused directly or indirectly in any way by any of the following:

- > nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel (for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion)
- > earthquake, volcanic eruption, hydrothermal or geothermal activity, tsunami, landslip or any event where cover is provided under the Earthquake Commission Act 1993, except to the extent that cover is provided by the 'natural disaster damage' extension
- > any event where cover is provided under the Accident Insurance Act 1998
- > confiscation, nationalisation or requisition by the order of the Government or local authority. However we will pay for damage as a result of such an order if it is to prevent a loss which would otherwise have been covered under this policy.

2: There is no cover for the cost of defending any legal proceedings or for any amount awarded by any court unless all proceedings took place in New Zealand.

3: This policy does not insure death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:

- > war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- > any act of terrorism.

For the purpose of this exclusion, terrorism means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

This policy also excludes death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, -suppressing or in any way relating to, the above exclusions.

4: This policy does not cover any loss or damage of whatsoever kind arising directly or indirectly out of:

- > the corruption, destruction or alteration of or damage to data, coding programs or software or;

- > the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips or;

- > any business interruption losses resulting therefrom.

Provided that this exclusion shall not apply where such loss or damage occurs as a direct result of physical damage which is otherwise covered by this policy and any such loss or damage will be settled in accordance with the policy conditions and sum insured limits.

5: This policy does not cover loss, damage or liability connected in any way with any building or structure:

- > Containing moisture or being penetrated by external moisture or water, or
- > Containing mould, fungi, mildew, rot, micro-organisms, bacteria, protozoa or anything similar

that is caused directly or indirectly by:

- Non-compliance with the New Zealand Building Code, or
- Faulty or defective design or specification, or
- Faulty materials, or
- Inappropriate material use, or
- Faulty workmanship, or
- Faulty assembly

when the building or structure was constructed, altered or repaired.

OTHER IMPORTANT INFORMATION

ACTS OF PARLIAMENT

Where this policy refers to any Act of Parliament, this includes any Regulations and Amendments to that Act. It also includes any other Act or Regulation passed as an addition, an amendment, or in its place.

OTHER INSURANCE

If any loss or liability covered by this policy is also covered by any other policy, we will only pay over and above the cover provided by the other policy. We will not pay for any excess which applies to the other policy. You must tell us as soon as you are aware of any other such insurance.

AUTOMATIC REINSTATEMENT OF COVER

If we pay a claim for any partial loss, we will automatically reinstate your insurance cover provided you carry out all recommendations we make to prevent further loss.

TOTAL LOSS PAYMENT

If we pay a claim for a total loss, then that section of this policy comes to an end and no refund of premium is due to you.

GOODS AND SERVICES TAX (GST)

The following amounts exclude GST provided that GST is recoverable by us:

> any sum insured specified in the schedule (other than specified items)

> legal liability cover.

The following amounts include GST:

> any excess

> specified items

> any other amounts, additional cover or limits.

ALTERATIONS

You can have this policy altered at any time as long as we agree in writing to the alteration before it takes effect.

We can alter the terms of this insurance by writing to your last known postal address. The change will take effect 14 days after the date of that letter from us.

CANCELLATION OF THIS POLICY

BY YOU - You may cancel any section of this policy by writing to us. If your period of insurance is annual, we will refund 80% of the unused part of the premium. Otherwise no refunds are allowed.

BY US - We may cancel any section of this policy by sending you 14 days written notice to your last known postal address. If we do we will refund you all the unused part of the premium.

WE'RE HERE TO

HELP

CALL US TOLL FREE ON 0800 65 62 64

John Baker Insurance Brokers Ltd.

FREE PHONE 0800 65 62 64

Building 6, Eastside Office Park
15 Accent Drive, East Tamaki
PO Box 23007, Papatoetoe, Auckland

PHONE 09 278 6264

FACSIMILE 09 278 5302

EMAIL admin@jbinsurance.com

www.jbinsurance.com

