



## ANZ BASE PROTECT

POLICY DOCUMENT  
EFFECTIVE 16 AUGUST 2021

**CONTENTS**

<b>1. General terms and conditions</b>	<b>02</b>	<b>4. Cover details</b>	<b>09</b>
<b>2. Claims</b>	<b>05</b>	Base contents	09
Motor vehicle	06	Third party, fire and theft	14
Base contents	07	Third party only	17
<b>3. Premium payments</b>	<b>08</b>	<b>5. Dictionary</b>	<b>20</b>

# WELCOME!

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Thanks for choosing ANZ Base Protect. Your policy is underwritten by Vero and Vero has agreed to provide you with insurance cover in exchange for your premium payments.

Your policy is made up of three parts:

- All of the information you have provided to Vero (for example when you applied for cover, made changes to your policy or made a claim)
- The policy **schedule** which includes details about who and what is insured, when your cover starts and ends and the premium you have agreed to pay
- This policy document, which explains what is and isn't covered under each section of your policy, who you should contact for service and how to make a claim.

Please check your **schedule** carefully and call us as soon as possible if any details are incorrect. This is very important as any incorrect or incomplete details may affect your cover.

**0800 831 123** for Customer Service

**0800 269 252** for Claims Service

Our policy administration and claims service teams are here to help you any time of the day or night, seven days a week. If you have any questions or concerns about your policy, call our service team on 0800 831 123 or send us an email at [anzinsurance@vero.co.nz](mailto:anzinsurance@vero.co.nz).

To talk to us about a claim, please call our claims team on 0800 269 252 or send an email to [anzclaims@vero.co.nz](mailto:anzclaims@vero.co.nz).

## HOW THIS POLICY WORKS

Your policy document is made up of different sections:

### General terms and conditions

These are the details that apply to the whole policy, for example important legal statements, cancellation details and general instances that aren't covered.

### Claims

The Claims section tells you how to make sure your claim is dealt with as quickly as possible. It also explains how we manage claims, assess the loss or damage and decide who will repair or replace your property.

### Premiums

The Premium payments section provides information about payment options and what happens when premiums are overdue.

### Cover details

There are separate sections for each **cover type** available under the policy, providing the details that are particular to each one. Only the **cover types** shown in your **schedule** are relevant to you.

### Dictionary

There is also a dictionary to explain the special meanings that certain words have throughout the policy. All words that are bolded are included in the dictionary. Words with special meanings relating to only one **cover type** are explained in that section.

ANZ Base Protect is underwritten by Vero Insurance New Zealand Limited and distributed through ANZ Bank New Zealand Limited. No member of ANZ, its related companies or any other person guarantees Vero, its subsidiaries or any of the products issued by them. ANZ may receive commission on any policy it arranges.

# 1. GENERAL TERMS AND CONDITIONS

## The insurer

ANZ Base Protect is underwritten by Vero Insurance New Zealand Limited, 48 Shortland Street, Auckland. This is who is meant whenever we use the words 'Vero', 'we', 'us' or 'our' in this policy.

## Who is covered?

Anyone who is named on the **schedule** as an insured person and their married, de facto or civil union partner is insured and is included wherever the words 'you' and 'your' are used in this policy. Under Contents cover, any member of your or your partner's immediate family is also covered if they live with you and aren't insured under any other policy. You cannot pass on your interest in the policy to anyone else without our written agreement.

## Money back guarantee

If you are not happy with your policy for any reason you can cancel it within 30 days of the start date and if you haven't made a claim, we will give you a full refund of any premiums paid. To cancel the policy, please write to us at ANZ Insurance Customer Services, Private Bag 92120, Auckland 1142 or email to [anzinsurance@vero.co.nz](mailto:anzinsurance@vero.co.nz).

## Your privacy

The personal information collected from you will be used by Vero to evaluate your insurance requirements, to determine whether to issue insurance cover and if so on what terms, and to administer your policy and any claims.

Your personal information may also be held by ANZ in order to monitor your insurance requirements, conduct market research, data processing and statistical analysis. By taking this policy out, you authorise ANZ to use the information you supply to provide you with information about other facilities, products and services.

You also authorise ANZ to disclose information about you to its related companies (as defined by the Companies Act 1993), agents or contractors for the above purposes.

In accordance with the Privacy Act 1993, individuals have a right to request access to and correction of their personal information (a fee may be payable) by contacting Vero, 48 Shortland Street, Auckland or enquiring at any ANZ branch. Your personal information is held by Vero and ANZ.

## Breach of terms

Your insurance cover is subject to the terms and conditions explained in this policy document. If we find that you have breached any of these terms or conditions, we can at our option reduce or refuse to pay any claim you make. However nothing in this policy affects our right to **avoid** the policy.

If more than one person is insured under your policy, a breach of the policy terms by any insured person will prevent any other person from successfully claiming under the policy.

## Correctness of information and fraud

All information provided by you or on your behalf in respect of this policy or any claim must be complete and correct in all respects. Any incorrect information provided by you or on your behalf prior to your policy being issued, or any non-disclosure or mis-statement at renewal may entitle us to **avoid** your policy or decline any claim that you make.

If any claim under this policy is in any respect fraudulent or false or if a claim is supported by any incorrect information then your claim is not payable and this entire policy automatically terminates from the date that the fraudulent or false claim was made or the incorrect information was provided to us.

## Keeping us informed 0800 831 123

You must tell us as soon as you know about any change of circumstance that might affect your cover or the premium we charge. For example if:

- You make structural changes or additions to your home
- Your house is to be unoccupied for 60 days or more
- You modify your vehicle from the manufacturer's standard specifications
- The address where your vehicle is normally kept overnight changes
- You or anyone living with you at an insured house or driving an insured vehicle is convicted of a criminal offence
- You become bankrupt
- Any other changes occur that might mean an increased premium or change of terms or that may make us decide not to insure you.

If you are not sure whether something is important you should tell us anyway. If you don't keep us informed, we can reduce or refuse to pay any claim or **avoid** the policy.

### **Renewing your policy**

In most cases we will offer to renew your policy at the end of the current **period of insurance**. We will send you a notice before your policy ends, advising you of the premium for the next year and telling you if there are any changes to the cover we provide.

### **Cancellation by us**

We can cancel this policy at any time by writing to you at your last known address, facsimile number or email address on our records. Cancellation will be effective from 4pm on the 14th day after the letter has been sent and we will refund any unused part of the premium you have paid. In the event of any fraudulent, false or untrue claim being made under this policy, this entire policy automatically terminates and we need not cancel this policy in writing.

### **Cancellation by you**

If you want to cancel your policy at any time after the 30 day money back period, write to ANZ Insurance Customer Services, Private Bag 92120, Auckland 1142 or email to [anzinsurance@vero.co.nz](mailto:anzinsurance@vero.co.nz). We will cancel the policy as soon as we receive the notice or on the date you specify, whichever is later. Provided you haven't made a claim, we will refund the unused premium you have paid.

### **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 email to this effect to you at your last known postal address, facsimile number or email address. The change or changes will take effect at 4pm on the 14th day after the communication has been sent.

### **Complaints**

If you have a concern or a complaint, in the first instance you should contact us on 0800 831 123 or write to New Zealand Manager, ANZ Venture, Vero Insurance New Zealand Limited, Private Bag 92120, Auckland 1142. We take all complaints very seriously and will listen and deal with your issue promptly and effectively. However, if you are still not satisfied after addressing your complaint to us, you can direct your concerns to the Insurance and Financial Services Ombudsman, phone 0800 888 202, or write to IFSO Scheme, PO Box 10-845, Wellington, 6143.

### **GST**

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

### **Law and currency**

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it. All values mentioned in this policy are in New Zealand dollars and all claim payments will be made in New Zealand dollars.

### **Multiple benefits**

Where your policy provides several **cover types** or if you are covered under more than one policy with us, you will only receive payment under one **cover type** or policy for each loss or damage or liability.

### **Other insurance**

This policy does not cover loss or liability where cover is provided by other insurance.

### **Reasonable precautions**

You must take all reasonable precautions to avoid or minimise loss or damage. You must also maintain your property in a safe and sound condition.

### **Other interests**

If your property is mortgaged, is subject to Hire Purchase or secured by any other financial agreement, we may make the claim payment directly to the interested party.

### **Punitive damages and legal fees**

We won't pay for any punitive or exemplary damages awarded against you by any court under any part of this policy or for legal fees or related expenses that we have not agreed to in advance.

### **The Insurance Claims Register (ICR)**

The ICR is a database of insurance claims that helps prevent insurance fraud by sharing the details of claims between insurance companies. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

By taking this policy out with us, you authorise us to place details of any claims made against this policy on the ICR database for other insurers to inspect. You also authorise us to obtain from ICR Ltd personal information about you and claims that you have made that we think is relevant to this policy or any claims you make against it.

### **Updating your details 0800 831 123**

To make sure we are able to provide you with the best service possible, please let us know if your address, phone numbers or bank account details change. Call us anytime on 0800 831 123 or email to [anzinsurance@vero.co.nz](mailto:anzinsurance@vero.co.nz).

### **Variations**

Any special conditions, limitations or excesses that have been imposed on your policy will be noted on your **schedule**.

### What isn't covered – general exclusions

These are the events and situations that are not covered under any part of the policy. Other events and situations specific to the different **cover types** are explained in later sections of this document.

We won't pay for any loss, damage or liability that is caused by, involves or is in any way contributed to by any of the following:

- Confiscation, destruction, acquisition, designation, or decision by government or local authorities
- War, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- Nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel
- Any **act of terrorism** including biological, chemical, radioactive or nuclear pollution, nuclear contamination or nuclear explosion
- The loss of or damage to any electronic data
- Loss of use or consequential loss and/or loss of value
- Your failure to keep property in good repair or prevent its loss or damage
- Fraud or fraudulent means used by you or anyone acting on your behalf to obtain benefit from this policy
- Any criminal activity carried out at, or involving, any property insured under this policy. We may however pay for **accidental** loss or damage if we decide, at our sole discretion, you had no reason to suspect that criminal activity was taking place
- The failure of your home to include materials or a design or a system or standard of workmanship which effectively prevents or manages the presence or penetration of moisture or water to which your home and contents might reasonably be subjected
- Asbestos or the need to remove asbestos.

We will not pay for any loss, damage or liability which is caused or incurred deliberately or intentionally by:

- You;
- Anyone acting on your behalf;
- Anyone who normally lives with you including a boarder;
- Any guests in your home; or
- Any **tenant** or guest of a **tenant**,

but we will pay for loss or damage from fire or explosion which is caused by malicious or deliberate damage by **tenants** or their guests.

We will not pay for any amounts that can be recovered under the Accident Compensation Act 2001.

Notwithstanding any provision to the contrary within your policy or any endorsement, this insurance excludes any loss, damage, interruption, legal liability, claim, cost, expense or other sum of whatsoever nature (including any increased or additional costs or expenses of a claim to which this exclusion does not otherwise apply) directly or indirectly arising out of, contributed to by, or in connection with:

- Communicable Disease; or
- fear or threat (whether actual or perceived) of Communicable Disease; or
- public authority to respond to, control, prevent or suppress Communicable Disease;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In this exclusion, 'Communicable Disease' means:

- Any disease (whether human, animal, plant or otherwise) which can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent (including without limitation any virus, bacterium, parasite or other organism or any variation thereof, whether living or not); or
- any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956.

A reference to the Health Act 1956 includes any amendment, replacement or successor legislation. A reference to Infectious Disease or Quarantinable Disease shall have the meaning found in any replacement definition or of any equivalent or substantially similar term defined in or declared under any amendment, replacement or successor legislation.

## 2. CLAIMS

### For claims service call 0800 ANZ CLAIM (0800 269 252)

If something happens that means you need to make a claim, you should notify us as soon as possible – our helpline operates 24 hours a day, seven days a week. In many cases we can offer you immediate assistance such as arranging a tow truck or emergency repairs to your home.

If you are involved in a motor vehicle **accident**, the more information you can gather the better. For example, the registration number of the other vehicle, the name, address, telephone number and insurance company details of any other driver involved are all important. It is also helpful to collect the name and telephone number of any independent witnesses.

If there has been a crime, you should notify the police immediately.

Our claims team will explain what you need to do and how to ensure your claim is handled quickly and efficiently. In most cases we won't even need you to fill in a claim form.

Once we have all the information we need we will decide the best way to advance your claim, including inspecting any damage, choosing the repairer and arranging the repair.

### Your responsibilities

You must take all reasonable care to prevent any further damage or loss to your property. You must keep any damaged property and allow us access to inspect the damage or loss and to arrange quotes for repair.

With the exception of emergency repairs, you mustn't undertake or authorise any repairs without our written agreement.

It is important that you don't admit liability, enter into any settlement or incur any costs without our agreement. If you receive any letters, notices or court documents that relate to the claim, you must pass these on to us as soon as possible.

It is also important that you don't do anything that limits our ability to recover money from another person who is responsible for the loss or damage.

### Proof of ownership

When you make a claim you may be asked to provide proof that you own the property you are claiming for and evidence of its value. Having this information ready and available will help us to settle your claim more quickly.

Proof of ownership might include receipts, bank or credit card statements, valuations, photographs of valuables (even family photos showing the items or property in the background) and contracts of sale.

If you are unable to provide proof that you own the property or of its value, we may reduce the amount paid to you or refuse to pay your claim.

### Assisting us

You must provide any information and assistance we reasonably request in considering, negotiating, defending or settling any claim against your policy. This may include providing written statements, undergoing interviews about the circumstances of the claim, appearing in court to give evidence and exercising for our benefit your legal right of recovery against any other party.

If legal proceedings are brought against you that relate to a possible claim against this policy, we are entitled (but not obliged) to defend you and to control, settle and deal with those proceedings as we see fit. We will pay all reasonable legal and related costs of defending you, provided we appoint the solicitors and we have agreed in writing to do so, but we won't pay any costs not agreed to in advance or any punitive or exemplary damages awarded against you.

If you fail in these obligations we may reduce the amount paid to you or refuse to pay your claim, or require you to pay back what we have paid for all claims.

### The excess

The excess is the amount you must contribute toward the cost of any claim. There can be more than one excess for some **cover types**, and an excess may be imposed for a specific person or item of property.

When you make a claim we will either ask you to pay the excess or we may deduct it from the payment we make.

Your **schedule** will show the different excesses that apply to each **cover type** under your policy. An excess will apply to each separate claim you make, but if a single incident means you need to claim under several **cover types**, only one standard excess (the largest) will generally apply. However all voluntary and imposed excesses will always have to be paid by you.

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

- The difference between the amount you have paid and the amount of premium you would have paid if you had instead elected to pay your premium annually and
- The total value of the instalment fees for all of the premium instalments.

Your excess for a motor vehicle claim will be refunded if we are satisfied that the driver of your vehicle was free of blame and the person at fault is identified. However, this will not include the increased portion of the standard excess in the case of a **total loss** where the premium has been paid by instalment as referred to above.

## MOTOR VEHICLE

### Vehicle damage

Our claims team are experienced specialists. They'll manage your claim from start to finish and keep you informed every step of the way. In order to ensure a smooth process, we will organise the assessing, choose the repairer and arrange the repairs for you.

### Assessing and repairing the damage

We have **approved repairers** throughout New Zealand and we will organise for the repairer to complete the assessment and repair. A list of **approved repairers** is available online at [www.vero.co.nz](http://www.vero.co.nz).

Whenever we assess your vehicle we will always select an **approved repairer** who can deliver the best result, taking into account time, quality and cost. In this way we minimise any inconvenience to you and ensure the best possible result.

### Repair guarantee

Our **approved repairers** are professionals who provide high standards of workmanship and service. They provide fast, priority service and we guarantee their workmanship for as long as you continue to own the vehicle. And because you are not required to provide repair estimates, the process is faster.

### Total loss

If we decide your vehicle is too damaged to be safely or economically repaired, we may decide the vehicle is a **total loss**. We will pay the appropriate amount (see the motor cover section of your policy), less all applicable excesses, and this part of your policy will come to an end. There will be no refund of premium. We will keep the damaged vehicle, including all insured **accessories** and the value of whatever is left of your registration.

### Vehicle theft

If your vehicle has been stolen you must report it to the police immediately and call us as soon as possible. Most stolen vehicles are recovered, often undamaged.

If the vehicle is stolen and damaged the same assessment and repair process will be used that we have described above, and we will pay for an AA check to make sure the vehicle hasn't been mechanically damaged.

If your vehicle isn't recovered within 14 days, we will declare it to be a **total loss** and will pay out the appropriate amount (see the motor cover section of your policy), less all applicable excesses. There will be no refund of premium. In some instances we may agree to replace your vehicle (please read the motor cover section of your policy).



## BASE CONTENTS

### Assessing the damage

We will endeavour to settle your claim as quickly as possible, often as soon as you call us. In some cases we will immediately pay for items or, at our option, replace them.

Where required we will arrange for a Loss Adjuster to meet with you and confirm the full details of the loss or damage.

### Repairs

To repair or, at our option, replace your 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, at our option, replace your contents and arrange for this to be done, keeping you informed of progress.

If your claim is for the **total loss** of your contents or if we pay out the total **sum insured**, the Base contents section of your policy will come to an end. We will deduct all applicable excesses from any payment made to you. There will be no refund of premium.

### 3. PREMIUM PAYMENTS

#### Payment options

Your insurance policy is an annual contract but the premiums can be paid in various ways:

- Annually by cash, Visa, Mastercard, American Express or Diners Card or by direct debit from your bank account or by internet banking payment
- Half yearly, quarterly (three monthly) or monthly by Visa, Mastercard, American Express or Diners Card or by direct debit from your bank account
- Fortnightly by direct debit from your bank account.

If you pay monthly or fortnightly by direct debit you can choose the day of the month or week the premiums are to be paid.

If you wish to change how you pay, the payment frequency or the date of your payments, call us on 0800 831 123.

Your premium will be slightly higher if you choose to pay by instalment instead of making one annual payment.

#### Overdue premiums

It is very important that your premiums are kept up to date. If any premiums remain unpaid for 28 days, your policy will automatically terminate and all cover will cease from the date the unpaid premium was first due.

If any premiums are unpaid when you make a claim but your policy has not automatically terminated, we may withhold making a claim payment until all unpaid premiums have been paid, or we may deduct all unpaid premiums from the claim payment.

#### Paperless direct debit

If you have chosen to pay your premiums by direct debit from your bank account, you may have arranged this in-branch or over the telephone without being asked to fill in a direct debit authority.

Under this paperless process we are able to accept your verbal agreement as authority to debit your nominated bank account without requiring your signature. The obligations of each party are the same as if you had completed a form, including the requirement to notify you if the amount to be debited from your account changes.

A copy of the conditions of authority to accept direct debits will be provided to you when we confirm your instalment payment arrangements.

## 4. COVER DETAILS

### BASE CONTENTS

#### YOUR COVER

Under this section of the policy you are covered for **accidental** loss or damage (including due to **natural disaster**) during the **period of insurance** to your home contents that happens at the location shown on your **schedule**. Limited cover is also provided while your contents are away from home, anywhere in New Zealand.

The following benefits are included in your cover and are explained under 'What we pay':

- **Accidental** loss or damage
- Continuation of cover
- **Sum insured** adjustment on renewal
- No claims bonus.

The following benefits are included in your cover, are within your **sum insured** and are explained under 'What we pay':

- Damage caused by authorities
- Food spoilage.

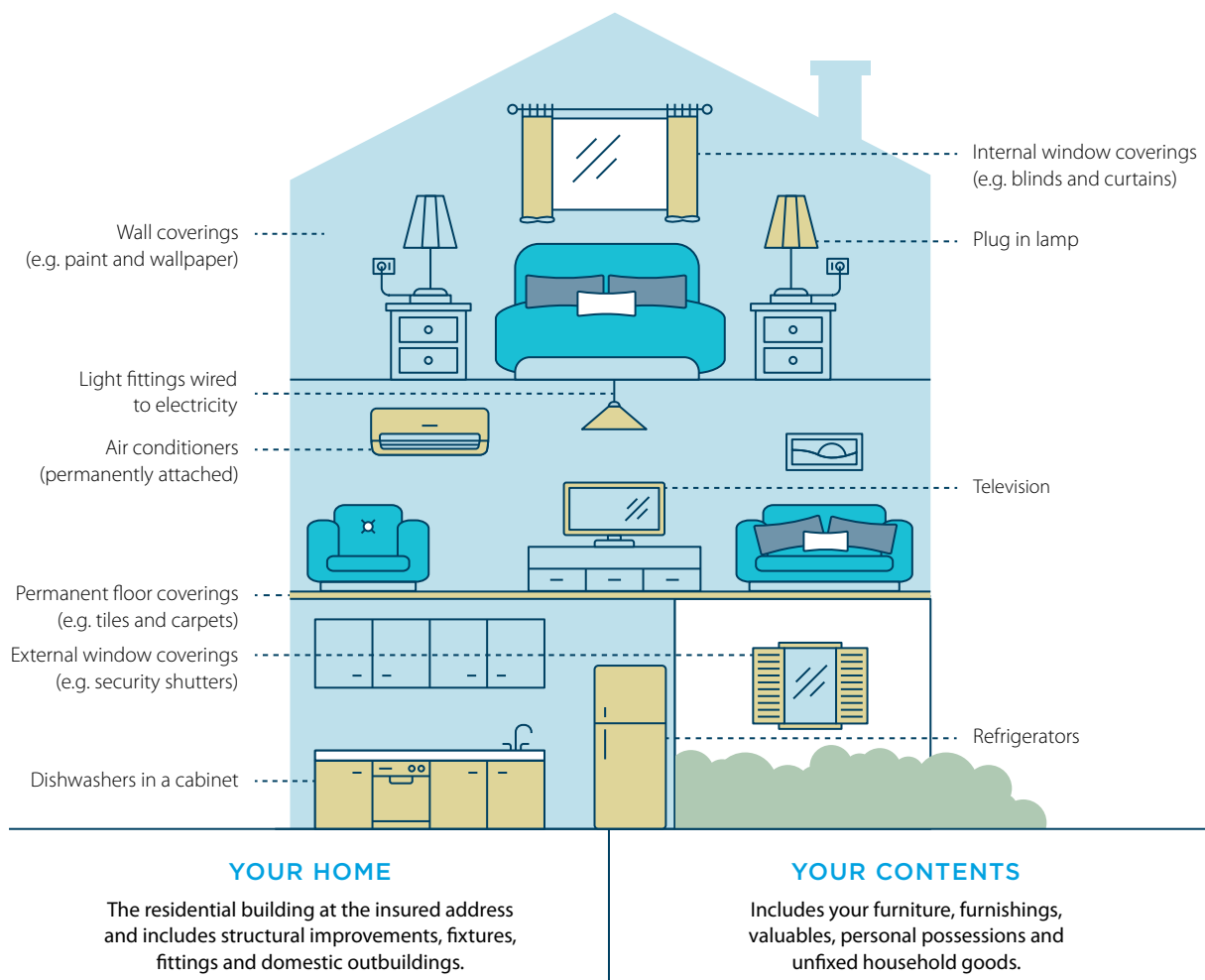
The following benefits are included in your cover, are additional to your **sum insured** and are explained under 'What we pay':

- Temporary accommodation
- **Fatal injury**
- Removal of debris
- Occupier's and personal liability.

The following optional benefits are also explained but only apply if shown on your **schedule**:

- Moving house extension
- Storage of contents extension.

#### YOUR HOME AND CONTENTS



### What does 'contents' include?

When we use the word 'contents', we mean anything that is normally in or around your home that you own or have hired, or any item that is in your custody and for which you are responsible, that is not insured elsewhere.

'Contents' doesn't include any of the following:

- Mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, remote controlled models, children's battery powered or mechanically propelled motor toys up to 50CC, wheelchairs and mobility scooters), trailers, caravans or aircraft (except **drones** while they are not in use)
- Vehicle **accessories** in or on a vehicle
- Vehicle keys or vehicle remote controls
- Entertainment and communication systems that are in or on a vehicle, including any parts that attach to these systems
- Navigation systems or radar detectors, including any parts that attach to them
- Livestock and pets
- Trees, shrubs and plants (other than pot plants)
- Fixtures and fittings (and their accessories) that are permanently attached to your home
- Medical appliances or prosthesis permanently attached to you or within you
- Custom written software or data
- Items used in any way for professional or business purposes
- Items that are owned by anyone other than you.

### WHAT WE PAY

#### Accidental loss or damage

##### Indemnity value

We will pay the indemnity value for your lost or damaged contents. This is either the **market value** at the time of the loss or damage, or the cost to restore the contents to a condition no better than when new, less an amount for depreciation, wear and tear.

##### Some special conditions

If jewellery or watches aren't replaced or repaired, the most we will pay is 50% of the indemnity value up to the limits for jewellery or watches listed below.

We will only pay for damaged loose floor coverings, drapes, curtains or blinds in the room or rooms where the loss or damage happened.

We will only pay for items that are **accidentally** lost or damaged. If a lost or damaged item is part of a pair, set or co-ordinated group of articles, we will not pay for the whole set or group, or pair. We will however try to match the item as best we can.

The most we will pay for any loss or damage that occurs while your contents are away from the location shown on your **schedule**, anywhere in New Zealand, is \$5,000 for the entire claim, plus the value of any item **accidentally** lost or damaged that is specified on your **schedule**.

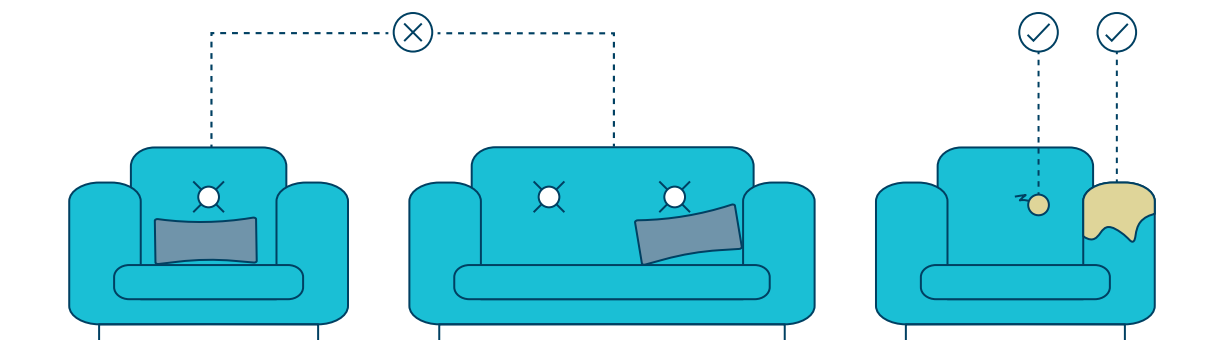
##### Some limits on what we pay:

The maximum amount we will pay under this policy is:

- The **sum insured** shown on the **schedule** for Contents; plus
- Any GST you have paid or that is payable on this sum; plus
- Any amounts we may be liable to pay for under the following benefits:
  - Temporary accommodation
  - Fatal **injury**
  - Removal of debris
  - Occupier's and personal liability.

### REPAIRS TO FURNITURE

We'll only repair or pay for items that are damaged. If lost or damaged items are part of a pair, set or co-ordinated group of articles, we will not repair the whole set, group or pair. We will however try to match the item as best we can.



All benefits and optional benefits shown on the **schedule** are paid within the **sum insured** stated on the **schedule** for Contents.

The amount of cover available following **accidental** loss or damage to your contents may temporarily reduce from the **sum insured** stated in your **schedule**. The Continuation of cover benefit below describes when this reduction can occur and how it can be restored.

The following shows the most we will pay for any of the listed items unless the item is specified on your **schedule** for another amount. The limits below include accessories and ancillary equipment.

\$5,000	For each mobile phone, portable computer (laptop, notebook, tablet), portable digital versatile disc (DVD) player, portable music player and game console (including speakers and docking stations) and other similar portable electronic device
\$2,000	For each item of jewellery or watch, with a maximum of \$10,000 for any one event
\$2,000	For each item of photographic or video camera equipment. The camera body and the standard lens is one item. Any extra lens not permanently attached to a camera body or designed to be interchangeable is treated as one item
\$2,000	For any <b>drone</b>
\$2,000	In total for any coin or stamp collection
\$2,000	For any bicycle (including any e-bike)
\$2,000	For any canoe, kayak, surfboard, surf ski, kite surfer, paddle board, windsurfer or similar watercraft
\$1,500	For any boat (except those listed above)
\$1,000	In total for unset precious stones, bullion or gold or silver (other than goldware or silverware) or precious metals
\$1,000	In total for any remote controlled models
\$500	In total for motor parts and <b>accessories</b> (including child car seats) while detached from any vehicle
\$500	In total for marine parts and <b>accessories</b> while detached from any boat
\$500	In total for all money, negotiable securities, bonus bonds, travellers' cheques or travel tickets
\$500	In total for any certificates or documents.

#### **Continuation of cover**

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

The amount of cover shall be restored as and to the extent that you receive payment to indemnify you for the loss or damage of your contents.

But, before any amount of your cover is restored following loss or damage:

- You must pay any additional premium that we may charge; and
- We must be satisfied that the **sum insured** stated on the **schedule** is a reasonable estimate of the indemnity value of all contents.

This benefit will not operate where your claim is for the **total loss** of your contents or where we pay the total **sum insured** for this section of the policy.

#### **Temporary accommodation**

If your home is **uninhabitable** because of loss or damage covered by this section of your policy, we will cover the reasonable cost incurred by you of your temporary accommodation, including boarding domestic pets and removing and storing your contents. If you own your home, we will pay up to the lesser of six months or \$12,500. We may pay over the six month limit, at our sole discretion, in the event of a widespread **natural disaster**.

If you are renting the home, we will cover your reasonable costs for temporary accommodation up to one month.

#### **Damage caused by authorities**

We will pay for damage to your contents caused by government or local authorities if the damage was necessary to prevent other loss or damage that is covered by your policy.

#### **Fatal injury**

We will pay \$5,000 to your legal representative or estate if you are injured at home during a fire or burglary and you die of the injuries within three months.

#### **Food spoilage**

We will pay up to \$1,000 to replace spoiled food if the refrigerator or freezer in your home is **accidentally** damaged, breaks down or if the power supply is **accidentally** turned off or the door is **accidentally** left open.

#### **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 your contents **sum 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 must ensure at all times your **sum insured** is sufficient to cover loss or damage to your contents. We do not guarantee that any change to your **sum insured** will be sufficient to compensate you fully for any loss or damage you may sustain.

#### **No claims bonus**

If you haven't had a home contents claim with any insurer in the past year, we will give you a no claim bonus discount on your premium. If you make a claim the discount will be removed at the next renewal, but the no claim bonus will be reinstated again at the following renewal if no further claims are made.

### Removal of debris

We will pay the reasonable cost of removing contents debris from your home, provided we have agreed to the costs in advance.

### Occupier's and personal liability

If you have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

#### Liability for damages

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

#### Liability for reparation

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

- You tell us immediately if you are charged with any offence which resulted in damage to someone else's property or **bodily injury** to another person; and
- You obtain our written approval before any offer of **reparation** is made.

#### We won't pay

But we will not pay for liability arising from:

- Your ownership of your home, its land and or any other buildings or land
- You carrying on any business, profession or employment (other than part-time babysitting)
- Your ownership, possession or use of any mechanically propelled vehicle (except ride-on mowers and other domestic garden appliances, remote controlled models, children's battery powered or mechanically propelled motor toys up to 50CC, wheelchairs and mobility scooters), trailer, aircraft (including **drones**), boat or watercraft (other than canoes, kayaks, surfboards, surf skis, kite surfers, paddle boards, windsurfers, boats or other watercraft that have a **market value** of less than \$2,000)
- 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.

Liability assumed by agreement is also not covered (unless you would have been liable anyway).

We won't pay for any punitive or exemplary damages awarded against you.

#### Limits on what we will pay under Occupier's and personal liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$2,000,000
- 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**.

### OPTIONAL BENEFITS

The following optional benefits apply only if they are shown on your **schedule**.

#### Moving house extension

You can extend the cover for contents while in transit by calling us on 0800 831 123 in advance of your move.

If you have packed your contents yourself and arranged transport with a removal company, we will cover your contents while they are in transit for loss or damage caused by fire or if the removal vehicle is involved in an **accident** or overturns.

If your contents have been professionally packed and transported, we will cover **accidental** loss or damage to your contents while they are in transit, including scratching, denting or chipping.

In either case, we must have approved the removal company in advance and an additional excess of \$500 will apply to any claim.

#### Storage of contents extension

You can extend the cover for storage of contents by calling us on 0800 831 123 in advance of storing your contents.

We will cover your contents while in a secure storage facility (that we have approved in advance) for loss or damage caused by fire, lightning or explosion, or by theft provided there has been actual forcible and violent entry to the storage facility, or actual threatened physical violence to staff of the facility. An additional excess of \$500 will apply to any claim.

### SPECIAL EXCESS

If you share your home with **tenants**, flatmates or boarders, an additional excess of \$250 applies to every claim. Special excesses will also be applied if you have chosen to include optional cover for Moving house extension or Storage of contents extension.

### THE EXCLUSIONS

#### We won't pay for...

Loss or damage caused by storm, **flood**, landslip, bush fire or volcanic activity during the first 72 hours of the policy. 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 your contents against storm, **flood**, landslip, bush fire or volcanic activity.

Damage to swimming or spa pools caused by hydrostatic pressure.

Loss or damage to or theft of outboard motors unless they are securely locked to a boat or stored in a securely locked part of a boat or in a securely locked building.

Loss or damage caused by a computer virus.

Loss or damage to commercially available software unless purchased by you and for which you held a legitimate user license at the time of the loss.

Loss or damage caused by any of the following:

- Mechanical or electronic breakdown or failure unless actual burning out occurs. However where arcing occurs in any lighting or heating element, fuse, protective device or electronic contact, loss or damage is always excluded
- Any defect in design or inherent fault
- Wear and tear
- Insects or vermin (except by opossums)
- Any defect in workmanship or any damage caused by any cleaning process, renovating, repairing or restoring any property, but only in respect of the property that has undergone that process.

However, we will cover any resulting loss or damage provided it is not also excluded.

Loss or damage caused by or as a result of any of the following:

- Corrosion or rust
- The action of micro-organisms, mould, mildew, rot, fungi or any other gradual cause
- Lifting or moving your home
- Any structural changes to your home such as additions or alterations or the removal of any external wall or roof cladding, unless we have been notified prior to the work being carried out and have agreed in writing to maintain your cover
- Vibration, weakening or removal of support
- Burglary, theft, malicious or deliberate damage committed by anyone who normally lives with you including a boarder, any guest in your home or any **tenant** or guest of a **tenant** (but we will cover loss or damage from fire or explosion following malicious or deliberate damage by **tenants** or their guests)
- Subsidence, settling, ground heave, shrinkage or erosion
- Your deliberate or reckless failure to comply with any determination, policy, consent, compliance schedule, notice or regulation made pursuant to any Act, regulation or by-law.

Any costs directly or indirectly associated with the stabilising of land, making improvements to land, or erecting or upgrading any improvements to land, which are required to avert or mitigate loss to your contents.

Loss or damage to contents ordinarily away from your home or removed to any place for sale, storage or exhibition, or during the course of household removal, including loading and unloading, except to the extent that they are covered by the Moving house extension and/or the Storage of contents extension.

Loss or damage that happens while your home is unoccupied (meaning no authorised person has slept there overnight) for more than 60 consecutive days, unless we are aware that the home is a holiday or weekend home or we agreed in writing to maintain your cover whilst your home was unoccupied.

If your home is normally used as a holiday or weekend home, we won't cover any loss or damage to your contents that happens while it is unoccupied unless:

- It is kept in a tidy condition;
- All external doors and windows are kept locked;
- All papers and mail are stopped or collected each week; and
- Your home is under regular supervision.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## FREQUENTLY ASKED QUESTIONS

**Q** Am I covered for the replacement cost of my contents?

**A** No. Under your Base Protect contents cover we pay the indemnity value of lost or damaged items. Indemnity value takes into account depreciation and wear and tear.

**Q** Am I covered for water damage from a leaking pipe?

**A** Yes, but only if the damage happened in one significant event. Gradual damage is not covered under this part of the policy.

**Q** Are my contents covered while they are outside my home?

**A** The most we will pay for contents lost or damaged while outside your home (but still in New Zealand) is \$5,000, plus the value of any item **accidentally** lost or damaged that is specified on your **schedule**. If you are moving house or putting your contents into storage, you will need to purchase a special extension to your policy. Call us on 0800 831 123 to arrange this.

**Q** If I have a burglary what should I do?

**A** Call the police immediately, keep safe, secure your house and notify us on 0800 269 252 as soon as you can. We will appoint a Loss Adjuster to contact you and come to assist you with the claim.

**Q** What happens if I have a party and one of my guests steals some of my property?

**A** You aren't covered for this loss as you allowed the person into your home.

## THIRD PARTY, FIRE AND THEFT

### YOUR COVER

Details of the vehicles that are insured will be shown on your **schedule**. We cover your legal liability if you **accidentally** damage someone else's property during the **period of insurance** and we cover **accidental** loss or damage to your vehicle that has been caused by fire or theft occurring during the **period of insurance**. You also have limited cover if your vehicle is damaged by an uninsured driver during the **period of insurance**. The following benefits are included in your cover and are explained under 'What we pay':

- **Accidental** loss or damage (limited)
- Changing your vehicle
- Emergency costs
- Servicing and medical emergency
- Legal liability.

The following optional benefit is also explained but only applies if shown on your **schedule**:

- Roadside assistance.

#### What does 'vehicle' include?

When we use the word 'vehicle', we mean any vehicle noted on the **schedule**, including keys, equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally remain within the vehicle and **accessories**.

### Private use or business use

Your vehicle is insured while it is being used for social, domestic, pleasure and farming purposes, or by religious, social welfare or youth organisation workers in the course of their work.

Unless your **schedule** shows that your vehicle is insured for business use, your vehicle isn't covered while it is being used in connection with motor trades, any form of selling and/or collection, insurance assessing, motor driving instruction for reward, carriage of goods or samples in connection with any trade or business (except farming), hire, carriage of fare-paying passengers, stock or station agency or real estate agency.

### WHAT WE PAY

#### Accidental loss or damage

If your vehicle is **accidentally** damaged by fire or theft, or if it is stolen and not recovered within 14 days, we will pay the cost to repair or replace it up to the **market value**.

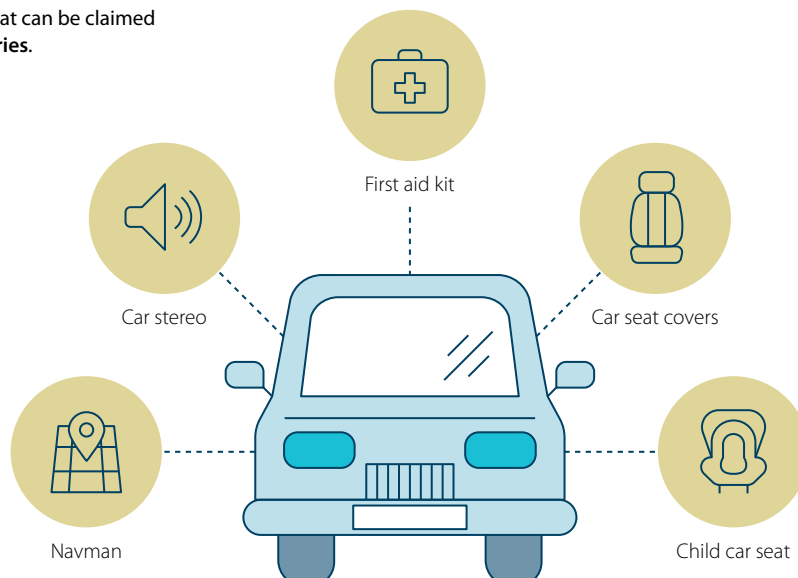
We also cover damage to your vehicle that is caused by an uninsured driver, but we must be satisfied that the driver of your vehicle is free of blame, that the person at fault is identified and has no valid insurance. The most we will pay is the lower of the **market value** or \$3,000 (or \$1,000 if your vehicle is a motorcycle).

#### Selecting the repairer

When repairs are required to any vehicle, we will select an **approved repairer** who can deliver the best result, taking into account time, quality and cost, minimising any inconvenience to you and ensuring the best possible result. (Please read the Claims section of this document).

## MOTOR VEHICLE ACCESSORIES

Some examples of what can be claimed for as vehicle **accessories**.





### Some limits on what we pay

If a part or **accessory** is not available in New Zealand, we will pay the manufacturer's last known list price in New Zealand, or the price of the part's closest equivalent available here, or the cost of having a new part made in New Zealand, whichever is the lower cost.

We won't pay the cost of freighting any part to New Zealand, or pay to replace any part that isn't damaged.

For **accessories** that are not the manufacturer's standard fitting for your model, cover is limited to a maximum of \$1,000 in total for all such **accessories** unless a higher amount is shown on the **schedule**.

We will pay to repaint those areas that have been damaged but we won't pay any additional cost to match the new and existing paint, or to paint areas that weren't damaged.

You may be asked to contribute to the cost of repairs if your vehicle is in much better condition or is worth more money after the repairs than it was before the **accident**.

### Changing your vehicle

If you change your vehicle or buy another one for your own use, we will automatically cover the replacement or additional vehicle for 30 days only for its **market value** on the same terms that apply to your current vehicle. You must give us full details of the new vehicle within 30 days of buying it, failing which the cover on the replacement or additional vehicle ceases automatically. The most we will pay for a replacement or additional vehicle is \$100,000.

### Emergency costs

After an **accident** we will pay the reasonable cost, up to a maximum of \$500, of having your vehicle towed or transported to the nearest repairer or safe place.

### Servicing and medical emergency

If there are any driver restrictions on your policy we won't apply them if your vehicle is being driven by a member of the motor trade while they are servicing or repairing it, a valet parking attendant while parking or retrieving it, or a professional dial a driver while delivering it to your home or workplace. Driver restrictions will also be waived if your vehicle is being driven to a medical facility in a medical emergency.

### Legal liability

If you, or anyone entitled to cover under this section of the policy, have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

#### Liability for damages

We will cover you for your legal liability to pay **damages** for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving your vehicle in New Zealand during the **period of insurance**.

#### Liability for reparation

We will cover you for your legal liability to pay reparation for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving

your vehicle in New Zealand during the **period of insurance**, provided that:

- You tell us immediately if you are charged with any offence which resulted in damage to someone else's property or **bodily injury** to another person
- You obtain our written approval before any offer of **reparation** is made.

### Extended liability

Provided all the requirements for cover are met, we will extend the Liability for **damages** and Liability for **reparation** benefits to provide cover where:

- The liability arises from an event caused by any trailer or caravan that is attached to your vehicle or any disabled vehicle while it is being towed by your vehicle
- Someone else is driving your vehicle with your permission provided they aren't otherwise excluded from cover or otherwise insured (for the purposes of this cover, the word 'you' in this policy also includes the person entitled to cover)
- You are driving someone else's vehicle that doesn't belong to you and isn't hired to you under a hire purchase or lease arrangement, but we won't pay for loss or damage to the vehicle you are driving.

### We won't pay

We won't pay under any of these legal liability benefits for loss or damage to property owned by you or in your custody and control.

We won't pay where you or any other person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fail to comply with the terms and conditions of this policy.

We won't pay for any exemplary or punitive damages.

We won't pay for 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.

### Limits on what we will pay for Legal Liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$20,000,000
- 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**.

### Multiple benefits

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 \$20,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

## OPTIONAL BENEFIT

The following benefit only applies if it is shown on your **schedule**.

### Roadside assistance

If you have chosen this benefit, the details will be provided to you under a separate agreement.

## TYPES OF EXCESS

Various different types of excess may be noted on your **schedule**. Additional excesses are payable on top of any others:

### Standard

This excess applies to every claim you make under this section of your policy.

### Imposed

An additional excess that may be applied to a particular vehicle.

### Special

An additional excess that may be applied to a particular person.

### International

An additional excess applying to any driver who doesn't hold a New Zealand, Australian, United Kingdom, Irish or South African licence but does hold any other international licence at the time of the **accident**.

### Unnamed driver

If you receive a discount for restricting drivers to those named on the **schedule**, any unnamed drivers are subject to this additional excess.

### New driver

An additional excess applying to any drivers over the age of 25 who haven't held a New Zealand licence for more than 12 months at the time of the **accident**.

### Underage driver

An additional excess applying to any driver under the age of 25 at the time of the **accident**.

Your excess for a motor vehicle claim will be refunded if we are satisfied, at our sole discretion, that the driver of your vehicle was free of blame and the person at fault is identified.

## THE EXCLUSIONS

### We won't pay for...

Depreciation, wear and tear, corrosion or the cost to fix any existing defect or damage.

Loss of or damage to any mechanical system unless an external factor causes that loss or damage. For the purposes of this exclusion, mechanical system means the engine, the transmission and all other mechanical, electrical, electronic, alarm and computer systems within your vehicle.

Tyre damage caused by applying the brakes or by a puncture, road cut or bursting.

Loss or damage to any caravan if it has been unattended for more than 30 days unless it is in a supervised caravan park.

Loss or damage caused by a defect or fault in the design, specification or the materials of your vehicle.

### We won't pay if...

Your vehicle is being used outside of the private or business uses described at the beginning of this section, or if it is being:

- Used for hire, for carrying fare-paying passengers or as a courtesy or loan vehicle
- Used for (or tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations or any similar events whether organised or not
- Driven on any race track, sealed or not, with or without other vehicles present.

You don't have a valid licence at the time and place of the **accident**, if you are breaching the terms of your licence or if you are excluded from the policy cover. This applies to anyone who is driving your vehicle with your permission.

At the time of the **accident** you are under the influence of an intoxicating drug or drugs, or have a breath or blood alcohol level higher than permitted under New Zealand law, if you refuse to undergo a breath test or provide a blood sample when requested to do so, or if you fail to stop or you leave the scene of an **accident** when it is an offence to do so. This applies to anyone who is driving your vehicle with your permission.

Your vehicle is in an unsafe or damaged condition, unless you can prove that this didn't contribute to the loss or damage, or that you and the driver were unaware of the condition and had taken reasonable steps to maintain the vehicle in a safe condition.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## FREQUENTLY ASKED QUESTIONS

- Q If my car is stolen, damaged and then recovered, will it be repaired?
- A If it is repairable and the damage was caused by or during the theft, then it will be repaired as long as we accept the claim.
- Q What if someone drives into my car while I am parked and I can't identify who they are? Will you repair the damage then?
- A No. This policy only covers damage to your vehicle if you were not to blame, the person who caused the damage can be identified and they were not insured.
- Q If I hit someone else and I am at fault, will the damage to my car be repaired?
- A No. Assuming we accept the claim, your policy would only cover damage to the other person's property.

## THIRD PARTY ONLY

### YOUR COVER

Details of the vehicles that are insured will be shown on your **schedule**. Under Third party only, we cover your legal liability if you **accidentally** damage someone else's property during the **period of insurance** and limited cover is provided if your vehicle is damaged by an uninsured driver during the **period of insurance**.

The following benefits are included in your Third party only cover and are explained under 'What we pay':

- **Accidental** damage by an uninsured driver
- Changing your vehicle
- Servicing and medical emergency
- Legal liability.

#### What does 'vehicle' include?

When we use the word 'vehicle', we mean any vehicle noted on the **schedule**, including keys, equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally remain within the vehicle and **accessories**.

#### Private or business use

Your vehicle is insured while it is being used for social, domestic, pleasure and farming purposes, or by religious, social welfare or youth organisation workers in the course of their work.

Unless your **schedule** shows that your vehicle is insured for business use, your vehicle isn't covered while it is being used in connection with motor trades, any form of selling and/or collection, insurance assessing, motor driving instruction for reward, carriage of goods or samples in connection with any trade or business (except farming), hire, carriage of fare-paying passengers, stock or station agency or real estate agency.

### WHAT WE PAY

#### Accidental damage by an uninsured driver

We cover damage to your vehicle that is caused by an uninsured driver, but we must be satisfied that the driver of your vehicle is free of blame, that the person at fault is identified and has no valid insurance. The most we will pay is the lower of the **market value** or \$3,000, (or \$1,000 if your vehicle is a motorcycle).

#### Selecting the repairer

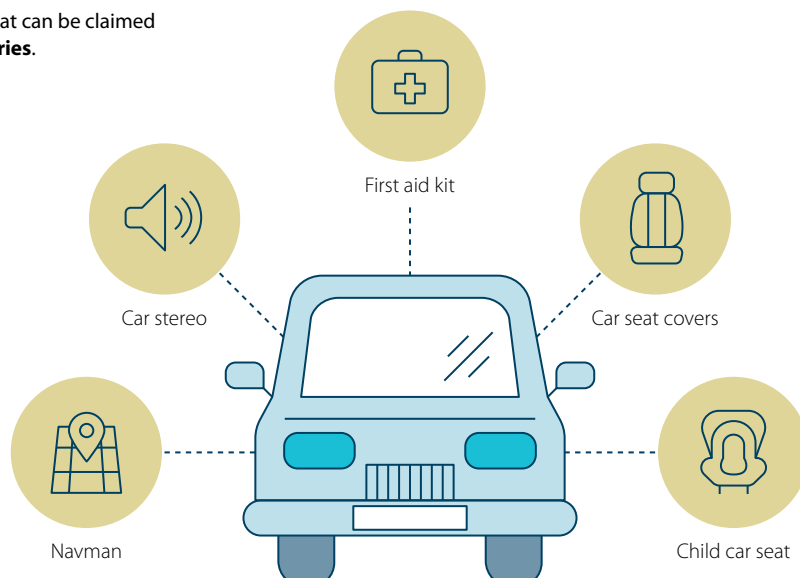
When repairs are required to any vehicle, we will select an **approved repairer** who can deliver the best result, taking into account time, quality and cost, minimising any inconvenience to you and ensuring the best possible result. (Please read the Claims section of this document).

#### Some limits on what we pay

If a part or **accessory** is not available in New Zealand, we will pay the manufacturer's last known list price in New Zealand or the price of the part's closest equivalent available here, or the cost of having a new part made in New Zealand, whichever is the lower cost.

## MOTOR VEHICLE ACCESSORIES

Some examples of what can be claimed for as vehicle **accessories**.



We won't pay the cost of freighting any part to New Zealand, or pay to replace any part that isn't damaged.

For **accessories** that are not the manufacturer's standard fitting for your model, cover is limited to a maximum of \$1,000 in total for all such **accessories**.

We will pay to repaint those areas that have been damaged but we won't pay any additional cost to match the new and existing paint, or to paint areas that weren't damaged.

You may be asked to contribute to the cost of repairs if your vehicle is in much better condition or is worth more money after the repairs than it was before the **accident**.

### Changing your vehicle

If you change your vehicle or buy another one for your own use, we will automatically cover the replacement or additional vehicle for 30 days only for its **market value** on the same terms that apply to your current vehicle. You must give us full details of the new vehicle within 30 days of buying it, failing which the cover on the replacement or additional vehicle ceases automatically. The most we will pay for a replacement or additional vehicle is \$3,000.

### Servicing and medical emergency

If there are any driver restrictions on your policy we won't apply them if your vehicle is being driven by a member of the motor trade while they are servicing or repairing it, a valet parking attendant while parking or retrieving it, or a professional dial a driver while delivering it to your home or workplace. Driver restrictions will also be waived if your vehicle is being driven to a medical facility in a medical emergency.

### Legal liability

If you, or anyone entitled to cover under this section of the policy, have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

#### Liability for damages

We will cover you for your legal liability to pay **damages** for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving your vehicle in New Zealand during the **period of insurance**.

#### Liability for reparation

We will cover you for your legal liability to pay reparation for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving your vehicle in New Zealand during the **period of insurance**, provided that:

- You tell us immediately if you are charged with any offence which resulted in damage to someone else's property or **bodily injury** to another person
- You obtain our written approval before any offer of **reparation** is made.

### Extended liability

Provided all the requirements for cover are met, we will extend the Liability for **damages** and Liability for **reparation** benefits to provide cover where:

- The liability arises from an event caused by any trailer or caravan that is attached to your vehicle or any disabled vehicle while it is being towed by your vehicle
- Someone else is driving your vehicle with your permission provided they aren't otherwise excluded from cover or otherwise insured (for the purposes of this cover, the word 'you' in this policy also includes the person entitled to cover)
- You are driving someone else's vehicle that doesn't belong to you and isn't hired to you under a hire purchase or lease arrangement, but we won't pay for loss or damage to the vehicle you are driving.

### We won't pay

We won't pay under any of these legal liability benefits for loss or damage to property owned by you or in your custody and control.

We won't pay where you or any other person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fail to comply with the terms and conditions of this policy.

We won't pay for any exemplary or punitive damages.

We won't pay for 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.

### Limits on what we will pay for Legal Liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$20,000,000
- 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**.

### Multiple benefits

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 \$20,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

## TYPES OF EXCESS

Various different types of excess may be noted on your **schedule**. Additional excesses are payable on top of any others:

### Standard

This excess applies to every claim you make under this section of your policy.

### Imposed

An additional excess that may be applied to a particular vehicle.

### Special

An additional excess that may be applied to a particular person.

### International

An additional excess applying to any driver who doesn't hold a New Zealand, Australian, United Kingdom, Irish or South African licence but does hold any other international licence at the time of the **accident**.

### Unnamed driver

If you receive a discount for restricting drivers to those named on the **schedule**, any unnamed drivers are subject to this additional excess.

### New driver

An additional excess applying to any drivers over the age of 25 who haven't held a New Zealand licence for more than 12 months at the time of the **accident**.

### Underage driver

An additional excess applying to any driver under the age of 25 at the time of the **accident**.

Your excess for a motor vehicle claim will be refunded if we are satisfied, at our sole discretion, that the driver of your vehicle was free of blame and the person at fault is identified.

## THE EXCLUSIONS

### We won't pay for...

Depreciation, wear and tear, corrosion or the cost to fix any existing defect or damage.

Loss of or damage to any mechanical system unless an external factor causes that loss or damage. For the purposes of this exclusion, mechanical system means the engine, the transmission and all other mechanical, electrical, electronic, alarm and computer systems within your vehicle.

Tyre damage caused by applying the brakes or by a puncture, road cut or bursting.

Your legal liability if caused by a defect or fault in the design, specification or the materials of your vehicle.

### We won't pay if...

Your vehicle is being used outside of the private or business uses described at the beginning of this section, or if it is being:

- Used for hire, for carrying fare-paying passengers or as a courtesy or loan vehicle
- Used for (or tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations or any similar events whether organised or not
- Driven on any race track, sealed or not, with or without other vehicles present.

You don't have a valid licence at the time and place of the **accident**, if you are breaching the terms of your licence or if you are excluded from the policy cover. This applies to anyone who is driving your vehicle with your permission.

At the time of the **accident** you are under the influence of an intoxicating drug or drugs, or have a breath or blood alcohol level higher than permitted under New Zealand law, if you refuse to undergo a breath test or provide a blood sample when requested to do so, or if you fail to stop or you leave the scene of an **accident** when it is an offence to do so. This applies to anyone who is driving your vehicle with your permission.

Your vehicle is in an unsafe or damaged condition, unless you can prove that this didn't contribute to the loss or damage, or that you and the driver were unaware of the condition and had taken reasonable steps to maintain the vehicle in a safe condition.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## FREQUENTLY ASKED QUESTIONS

- Q If my car is stolen, am I covered?
- A No. This policy only covers your legal liability for damage that you **accidentally** cause to someone else's property while using your vehicle.
- Q If I am not at fault in the **accident**, will I be covered for the damage to my vehicle?
- A No not usually. The only time you would be covered for damage to your vehicle is if the other driver was at fault, they aren't insured and can be identified. The most that would be paid under these circumstances is \$3,000 (or \$1,000 for a motorbike).

## 5. DICTIONARY

The following words marked in **bold** have special meanings whenever used in the policy:

### **Accessory, accessories**

means entertainment, communication and navigation systems or radar detectors in or on a vehicle, including any spare parts that attach to them; child restraints/seats; tools and breakdown equipment permanently kept in your vehicle or purchased by you to repair your vehicle; car seat covers, first aid kit, torch, fire extinguisher and maps; and any other equipment permanently fitted to your vehicle.

### **Accident**

means a sudden and unforeseen event that causes physical loss or damage that was not intentionally caused or expected by you.

### **Accidental, accidentally**

means sudden and unforeseen, and not intentionally caused or expected by you.

### **Act of terrorism**

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

### **Approved repairer**

means an individual or business approved by us to repair or replace your property.

### **Avoid**

means we will void your policy from the start date, as though your policy never existed. If we avoid your policy, any premiums collected for the current period of insurance will be refunded but we will require you to pay back what we have paid for all claims.

### **Bodily injury**

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

### **Cover type**

means one of the various types of insurance cover available under this policy. Please note that only those cover types detailed on your schedule apply to you.

### **Damages**

means amounts payable in accordance with judgment against you and/or settlements negotiated by us, including the other party's costs and interest on any judgment 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.

### **Drone(s)**

means an unmanned, unpiloted or remotely operated aerial device.

### **Flood**

where a flood excess is shown on your schedule, 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 run-off, accumulation or pooling of water. However, flood does not include inundation of land where it affects only your property.

### **Injury**

means external or internal bodily injury caused solely, directly and independently of any other cause by violent, accidental, external and visible means (including exposure to the elements or by inhaling water or gas), or by medical misadventure or treatment injury (as defined in the Accident Compensation Act 2001).

### **Market value**

means the reasonable value of the property immediately before the loss or damage.

### **Natural disaster**

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

### **Period of insurance**

means the date range shown on your schedule when cover under your policy starts and ends.

### **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:

- Reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015
- **Damages**, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against
- Your legal defence costs or expenses in relation to an offence.

### **Schedule**

means the most recently issued policy schedule, endorsement, expiry notice or renewal notice issued to you.

### **Sum insured**

means the value stated in your schedule for a particular item.

**Tenant, 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, and who have the right under the agreement to occupy the home in exchange for regular rental payments.

**Total loss**

means that we have declared that the property is damaged beyond economic repair or is stolen and remains unrecovered.

**Uninhabitable**

means your 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 or possible or impending damage to your home, and notice to this effect has been issued. It does not mean a disinclination by you or your tenant/s to remain occupying an otherwise safe or sanitary home.

