

# CONTENTS

## Comprehensive Insurance



**STATE**

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# Welcome TO STATE

Thank you for choosing State to insure your belongings. You've made a great choice – we've been helping New Zealanders with their insurance needs for more than 100 years and are proud to be doing the same for you.

If you have any questions about your policy or think it doesn't provide the cover you need, please call us straight away – we'll be happy to help.

## IMPORTANT

### **This document is your Contents Comprehensive policy wording.**

Please make sure you read it carefully, as it contains important information you should know, including what your insurance covers – and what it doesn't.

## Contacting us

**In New Zealand, simply call 0800 80 24 24.** If you have a question, need help, or want to make an insurance claim our contact centres are available 7 days a week, or visit [state.co.nz](http://state.co.nz).

**Australia** call us free on 1 800 887 863.

**United States** call us free on 1 800 593 9482.

**United Kingdom** call us free on 0800 096 5308.

**Somewhere else overseas** call us direct on 64 9 969 1150.

If you'd prefer to email us, it's easy. Just follow the link in the 'Contact Us' section at [state.co.nz](http://state.co.nz).

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## Your policy

### Our agreement with you

**We** have an agreement with **you**. **You** agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy wording.

### Reading your policy

#### Words in bold

**You'll** notice that some words in **your** policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean on page 10.

#### Examples and headings

To make it easy for **you** to understand **your** policy, **we've** included some examples and comments in *italics*. Note these don't affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy wording are designed to help **you** find **your** way around it. **You** mustn't use them when interpreting the policy wording.

### What your policy consists of

**Your** Contents Comprehensive Policy consists of this policy wording, the **schedule**, the information **you** provided in the **application** and any subsequent information **you** provide.

### You can change your mind

If **you're** not happy with this policy **you're** welcome to change **your** mind, but **you** must tell **us** within 15-days of the date it started. **We'll** then cancel it and refund in full any premium **you've** paid. This doesn't apply if **you** have made a claim on **your** policy.

## Your duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. whether to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

**You** also have this duty every time **your** insurance renews and when **you** make any changes to it.

If **you** breach this duty, **we** may treat **your** policy as being of no effect and to have never existed.

*Please ask us if you are not sure whether you need to tell us about something.*

## Making a claim

To make a claim, go to [state.co.nz/claims](http://state.co.nz/claims) anytime, or call **0800 80 24 24**. **We're** available 7 days a week.

### What you must do

If anything happens that could result in a claim under this policy, **you** must:

- do what **you** can to take care of **your contents** and prevent any further **loss** or liability, and
- tell **us** as soon as possible, and
- notify the police as soon as possible if **you** think the **loss** was caused by a criminal act, and
- allow **us** to examine the **contents** before any permanent repairs are started, and
- not destroy or dispose of anything that is, or could be, part of a claim, and
- as soon as possible, send **us** anything **you** receive from anyone about a claim or possible claim against **you**, and
- give **us** any information or help **we** ask for, and
- consent to **your** personal information in connection with **your** claim being disclosed to **us** and transferred to Insurance Claims Register Limited, and
- tell **us** immediately if **you** are charged with any offence which resulted in **loss** of property or **bodily injury** to another person.

### Getting our permission first

**You** must ask for **our** permission before **you**:

- incur any expenses in connection with a claim under this policy, or
- negotiate, pay, settle, or admit any allegation that **you** are legally liable, or
- negotiate, offer to pay or pay any **reparation**, including, but not limited to, offers made as part of any case management conference or sentencing hearing, or
- do anything that may prejudice **our** rights of recovery.

## What you get if we accept your claim

Please make sure **you** read this section carefully. If **you** have any questions, just phone **us** on **0800 80 24 24**.

### Contents covered for repair or replacement

All **contents** are covered for replacement, except those listed in 'Contents covered for present value' below and any item **you** choose not to repair or replace.

For **contents** covered for replacement, **we** can choose either to pay the cost of repairing an item as closely as possible to its condition when it was new, or the cost of replacing the item.

### Contents covered for present value

The items **we** cover for **present value** are:

- books,
- clothing and footwear,
- audio, video and optical storage media, including but not limited to records, tapes, CDs, DVDs,
- licensed computer and gaming software (including gaming cartridges) and programs,
- digital data (including audio and video files)
- computer hardware that's more than 5 years old,
- camping equipment,
- **watercraft** and their parts and accessories,
- parts and accessories of **motor vehicles** (other than mobility scooters), trailers and caravans that are not in them or attached to them,
- parts and accessories of aircraft or other aerial devices that are not in them or attached to them,
- household linen,
- sports equipment,
- bicycles,
- remotely piloted aircraft that are more than 2 years old,

If an item is covered for **present value**, **we** can choose either to pay the cost of repairing it as close as possible to its condition immediately before the **loss** happened, or to pay its **present value**.

### Maximum payments for specific types of contents

Unless **we** have agreed in writing that an item is a **specified item**, or a higher limit applies, the most **we'll** pay for any **event**, is shown below:

Description	Amount
Bicycles: for a bicycle	\$2,000
Cameras: for a single camera (film, video or digital) or camera accessory	\$2,500
Collections: for a single collection	\$2,500
Jewellery: for a single item of jewellery or watch	\$2,500
Jewellery: for multiple items of jewellery that are not <b>specified items</b>	\$15,000 in total

Description	Amount
Money and vouchers: for all money, vouchers that can be redeemed for cash, bullion, unset precious stones, credit cards or stamps that are not part of a collection	\$500 in total
Ornaments and art: for a single ornament, painting, picture or work of art	\$10,000
Parts and accessories: for all parts and accessories of: <ol style="list-style-type: none"> <li><b>watercraft</b></li> <li><b>motor vehicles</b>, trailers and caravans</li> <li>Aircraft and other aerial devices, that are not in them or attached to them.</li> </ol>	\$1,000 in total
Remotely piloted aircraft	\$3,000
<b>Watercraft</b> : surfboard, windsurfer, paddleboard, kite surfer, surf ski, dinghy, kayak or canoe (including their parts and accessories).	\$2,000

If the item is a **specified item**, or a higher limit applies, the most **we'll** pay is the **specified sum insured** for that item.

### Maximum payment

Unless this policy specifically states otherwise in another section, the most **we'll** pay in total for any **event**, is the **sum insured** that is shown on the **schedule**.

### Claimant authorisation

If any person, except those named as the insured (in the **schedule**), makes a claim under this policy, then:

1. they authorise the insured to be their agent, and
2. they authorise the insured to negotiate and settle the claim, and
3. **we** may deal with the insured directly, and
4. **our** payment to the insured will represent payment to the person claiming.

*This means that anyone who is covered under this policy authorises the main insured to deal with us and settle the claim.*

## What your policy covers

This section explains what **your** policy does and doesn't cover. Please read it carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

These benefits are subject to the terms of the policy, except where they are varied in the benefit. The amounts shown in these benefits are included in the **sum insured** unless expressly stated otherwise.

### Accidental loss

**You're** covered for sudden and **accidental loss** to **contents** that occurs during the **period of cover** while they are in New Zealand:

1. at the **home**, or
2. in **your** possession while in transit from the place where **you** acquired them to the **home**, or
3. **temporarily removed** from the **home**.

### What you'll get

See 'What you get if we accept your claim' on page 3 for details on what **we'll** pay.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

### Alternative accommodation

If **you** can't live in the **home** during the **period of cover** due to a **loss** that happens during the **period of cover**:

1. to the **contents** at that same **home** during the same **period of cover** that is covered by:
  - a. this policy, or
  - b. the **EQC Act**, or
2. to the **home**,
  - a. that is covered by another policy, or
  - b. in which **you** are the tenant, and that would have been covered under a Home Policy if **we** had insured that property, or
  - c. that is covered by the **EQC Act**,

**we'll** pay the reasonable costs of:

- a. temporary alternative accommodation (of a similar standard to the **home**) for **you** and **your** domestic pets, and
- b. moving the **contents** to the alternative accommodation and returning them to the **home**, and
- c. moving the **contents** to a secure storage facility, storing them while **you're** in alternative accommodation, and returning them to the **home**.

### What you'll get

The most **we'll** pay is \$20,000 for any **event**.

The payment will be additional to any maximum payments stated in this policy. If **you** live in the **home** as a tenant, **your** cover for alternative accommodation ends on the date that:

- i. **your** tenancy agreement ends, or
  - ii. **you** move to another rental property,
- whichever happens first.

If **you** have alternative accommodation cover with **us** under any other policy, the most **we'll** pay under all policies is \$20,000 for any **event**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

### Contents in storage

**You're** covered for sudden and **accidental loss** to **contents** if the **loss** happens during the **period of cover** while the **contents** are stored in a building as long as **you** have notified **us** of the storage arrangements and **we** have approved these, and provided that the **loss** was caused by:

1. fire, lightning or explosion, or
2. theft after a violent and forceful entry to the storage building, or
3. storm or flood (but not if the water originates from inside the building), or
4. water that leaks, overflows, or is discharged from any water system installed at the storage building, or
5. **natural disaster**, or
6. aircraft or other aerial or spatial devices or articles dropped from them, or
7. impact by a **motor vehicle**.

### What you'll get

See 'What you get if we accept your claim' on page 3 for detail on what **we'll** pay.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

### Contents in transit

**You're** covered for sudden and **accidental loss** to **contents** if the **loss** happens during the **period of cover** while the **contents** are in transit from the **home** to any permanent residence anywhere in New Zealand, and provided that the **loss** was caused by:

1. fire, lightning or explosion, or
2. theft after a violent and forceful entry to any **motor vehicle** or building, or
3. **natural disaster**, or
4. aircraft or other aerial or spatial devices or articles dropped from them, or
5. the **motor vehicle** used to transport them is involved in a collision.

### What you'll get

See 'What you get if we accept your claim' on page 3 for detail on what **we'll** pay.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

### Credit card theft

**You're** covered if **your** credit cards or debit cards are stolen and used fraudulently, during the **period of cover**, by someone:

1. who isn't related to **you**, and
2. who isn't living at the home, and
3. whose **contents** aren't covered by this policy,

as long as **you've** complied with the terms and conditions of **your** credit card or debit card.

## What you'll get

**We'll** pay the unrecoverable amount **you've** lost up to a maximum of \$500.

## What isn't covered?

See 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

## Electronic data and programs

**You're** covered for sudden and **accidental loss** that occurs during the **period of cover** to **contents** consisting of:

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

in any format, provided:

- a. **you** legally owned the software, programs, or digital data, and
- b. it was on **your** own storage device which suffered **loss** covered by this policy, and
- c. it was at the **home**, or **temporarily removed** from the **home** for use anywhere else in New Zealand.

**We** won't pay for any of the following:

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

**We'll** only pay the **present value** of the **loss**.

## Fatal injury

**We'll** pay \$7,500 to **your** legal representative if **you** die as the result of a fire, or an **incident** involving burglars or thieves, that occurs at the **home** during the **period of cover**.

Note the 'Other insurance' policy condition on page 9 doesn't apply to this fatal injury cover – and **you** won't have to pay any **excess**.

## What you'll get

The most **we'll** pay is \$7,500 for any fatal injury **event**. This will be additional to any maximum payments stated in this policy.

## What isn't covered?

See 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

## Food spoilage

**You're** covered for **accidental loss**, that occurs during the **period of cover**, to perishable items, caused by:

1. **your** refrigerator or freezer stopping, or breaking down, or
2. disconnection of the power supply (including by an electricity supply company).

## What you'll get

**We'll** pay the reasonable costs of:

1. replacing perished items in **your** refrigerator or freezer, and
2. cleaning the refrigerator or freezer.

## What isn't covered?

**We** won't pay for perished items **you've** kept in connection with a business. See also 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

## Hidden gradual damage

**You're** covered for:

1. **hidden gradual damage** to **contents** that happens and is discovered during the **period of cover**, and
2. any other **contents** that aren't directly affected but must be damaged or destroyed to locate the cause of the **hidden gradual damage**, as long as **we've** given **our** permission first.

## What you'll get

The most **we'll** pay during an **annual period** is \$2,500.

## What isn't covered?

**You're** not covered for:

1. wear and tear, depreciation, corrosion or rust, or
2. rot, mildew or gradual deterioration, except for **loss** as covered above.

See also 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

## Home office

**You're** covered for sudden and **accidental loss**, that occurs during the **period of cover**, to office furniture and office equipment that **you** own and use for earning income at the **home**.

## What you'll get

The most **we'll** pay for any **event** is:

1. \$7,500 when the **loss** occurs at the **home**, or
2. \$1,500 when the **loss** occurs when the furniture or equipment is **temporarily removed** from the **home**.

## What isn't covered?

See 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

## Legal liability

**You're** covered for **your** legal liability for:

1. **accidental loss** to anyone else's property, or
  2. **bodily injury** to anyone else,
- occurring during the **period of cover** in New Zealand.

## Defence costs cover

**You're** also covered for defence costs **you** incur with **our** approval, for **your** liability under the items above. **We** won't unreasonably withhold **our** approval.

## Reparation

**You're** covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of cover**, provided:

1. **you**, or any other person entitled to cover under this benefit, tell **us** immediately if **you** or they are charged with any offence that resulted in **loss** of property or **bodily injury** to another person, and
2. **we** give **our** written approval before any offer of **reparation** is made.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 ('the Act'), or would be covered but for:

- a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or
- b. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- c. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

## What you'll get

### Legal liability payment

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

### Defence costs payment

Defence costs covered by this policy are unlimited and payable in addition to the above legal liability payment limit.

### Settlement of any claim

If **we** pay the full amount under this part of **your** policy (or any lesser amount that **we** can settle **your** liability for), plus **your** defence costs, this will meet all **our** obligations under this part of **your** policy.

## What isn't covered?

**You're** not covered for:

1. liability, including liability for **reparation**, connected in any way with:
  - a. any business, trade, profession or sponsorship, or
  - b. any contract or agreement unless **you** would have been liable even without a contract or agreement, or
  - c. the ownership or use of any:
    - i. **motor vehicle** (other than an electric wheelchair, domestic garden appliance, mobility scooter, golf cart or children's motorbike not exceeding 50cc used only off road), trailer or caravan, or
    - ii. aircraft or other aerial device, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authority, or
    - iii. watercraft, unless the **watercraft** is covered by this policy, or
  - d. any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the **period of cover** and is caused by a sudden and **accidental event** that occurs during the **period of cover**.
2. punitive or exemplary damages or fines.

See also 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

## Natural disaster

**You're** covered for sudden and **accidental loss to contents** that occurs during the **period of cover** caused by a **natural disaster**.

If that **loss** is covered under the **EQC Act**, or would have been but for:

1. the application of an excess under the **EQC Act**, or
2. a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**, or
3. a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever, or
4. any act or omission on **your** part, the part of **your** agent, or the part of the Earthquake Commission,

and the cost to repair or replace **your contents** that suffered the **loss** exceeds **your** maximum entitlement available (or that would have been available but for the reasons in 1 to 4 above), for that **loss** under the **EQC Act** (plus the excess under that Act), **we'll** pay the difference between that maximum entitlement (plus that excess) and the cost to repair or replace **your contents** that suffered the **loss**.

The most **we'll** pay under this benefit for any **event** is the difference between that maximum entitlement (plus the excess under the **EQC Act**) and the **sum insured**.

## Stress payment

If **we** settle a claim for the total **loss** of the **contents**, **we'll** pay **you** an additional amount for the stress **you** have suffered.

**You** can spend this money however **you** wish.

## What you'll get

**We'll** pay **you** \$1,000, which will be additional to any maximum payments in this policy.

## What isn't covered?

See 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 9.

## Exclusions that apply to the whole policy

This section explains things **your** policy doesn't cover that are additional to those already mentioned in the previous sections. Please read it carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

### The first 48-hours of your policy

When **you** first take out this policy, **you're** not covered for any **loss** caused by a storm, flood or landslip that happens during the first 48-hours.

This restriction doesn't apply if the policy starts immediately after another policy that insured the same property against the risks of storm, flood and landslip.

*For example:*

*If you're changing your insurance company to State and your cover continues without interruption, you'll be covered for storm, flood and landslip. However, if your policy with the other company didn't cover storm, flood or landslip, you won't be covered in the first 48-hours of this policy.*

*If your contents weren't insured at all before you took out this policy, you won't be covered for storm, flood and landslip in the first 48-hours*

### Business use

**You're** not covered for **contents** used at any time for earning income, except for cover detailed under 'Home office' on page 5.

### Confiscation

**You're** not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with the confiscation, nationalisation, requisition, acquisition or destruction of, or damage to property by order of government, public or local authority or under any statute or regulation unless the order is given to prevent **loss** that would otherwise have been covered by this policy.

### Consequential loss

**You're** not covered for any kind of consequential loss other than as specifically provided for under "Alternative accommodation" on page 4.

### Contents in storage

**You're** not covered for **loss** to **contents** while stored away from the **home**, except for cover detailed under 'Contents in storage' on page 4.

### Earth movements

**You're** not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with:

1. subsidence or erosion,
2. settling, warping or cracking caused by earth or other movements.

This exclusion 2. doesn't apply to any **loss** covered by 'Natural disaster' on page 6.

### Electronic data and programs

**You're** not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion doesn't apply to:

1. physical damage to other covered property that results from the loss of or damage to **electronic data**, and which is not otherwise excluded, and
2. any loss covered by 'Electronic data and programs' on page 5.

### Excess

For each **incident**, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your loss**, unless specifically stated otherwise under another part of this policy.

If **we** insure both **your home** and its **contents** (at the same address) and **you** claim under both for a **loss** caused by the same **incident**, **you'll** only pay one policy **excess**. This will be the higher **excess** of the two policies.

If **we** settle a claim for:

1. the total **loss** of the **contents**, or
2. **your** spectacles, contact lenses, hearing aids or dentures, and **you** are 55 years or older,

**we** won't deduct any **excess** from that **loss**.

### Faults and defects

**You're** not covered for any loss, damage, cost or expense arising from any fault, defect, error or omission in:

1. design, plan, or specification, and/or
2. workmanship, construction or materials.

However, **you're** covered for any resultant sudden and **accidental loss** to other parts of the property.

### Gradual damage

**You're** not covered for:

1. wear and tear, depreciation, corrosion, or rust, or
2. rot, mildew or gradual deterioration, except for **loss** covered under 'Hidden gradual damage' on page 5.

### Insects, rodents and vermin

**You're** not covered for **loss** to **contents** caused by insects, rodents or vermin (other than possums). However, this exclusion applies only to the **contents** directly affected. It doesn't apply to any resultant **accidental loss** to other parts of the **contents**.

### Intentional and reckless acts

**You're** not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by:

1. **you** or anyone else covered by this policy, or
2. a tenant, or
3. any guest of a tenant, or
4. any person who occupies the **home**,

except where the **loss** is a result of fire or explosion, provided the fire or explosion was not intentionally caused by **you**.

## Loss caused by electricity

**You're** not covered for **loss** to fuses, protective devices or lighting or heating elements that is caused by electricity.

## Mechanical and electrical equipment

**You're** not covered for the breakdown, failure or wearing out of any mechanical or electrical equipment or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

## Natural disaster

**You're** not covered for **loss** to the **contents** caused by a **natural disaster** except for **loss** covered under 'Natural disaster' on page 6.

## Nuclear

**You're** not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
  - a. any nuclear fuel, or
  - b. any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

## Remotely piloted aircraft

**You're** not covered for loss, expense or liability connected in any way with the use of a remotely piloted aircraft outside of the Civil Aviation Authority rules.

## Structural additions or alterations

**You're** not covered for **loss** to **contents** connected in any way with:

1. structural additions or structural alterations, unless **we've** been notified of the additions or alterations beforehand and **we've** agreed in writing to cover this, or
2. water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
  - a. **you**, or
  - b. any other person who is acting on **your** authority.

## Terrorism

**You're** not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

## Unlawful substances

**You're** not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975. This exclusion does not apply to **loss** caused by the **accidental** spread of fire or explosion.

## Vacant homes

If **you** or a person authorised by **you** has not been living at the **home** for a period of more than 60 consecutive days, **we'll** only pay for **loss** that is:

1. caused by fire, explosion or lightning, or
2. covered under 'Natural disaster' on page 6,

unless one of the following applies:

- a. **You** tell **us** that no one will be living at the **home** and **we** agree that cover will continue. **We** may, at this time, change the terms of the policy.
- b. **We've** got the **home** recorded as a holiday home, and the following criteria are met:
  - i the **home** is inspected inside and outside by **you** or a nominated person at least every 60 days, and
  - ii the **home** and its grounds are adequately maintained, and
  - iii mail is cleared regularly, and
  - iv the water supply is turned off, and
  - v all doors are locked, and all windows secured.

This restriction will end as soon as **you**, or a person authorised by **you**, is living in the **home** again.

## War

**You're** not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

## Policy conditions

Your Contents Comprehensive policy has some important conditions. This section explains what they are and what happens if **you** don't follow them. Please read it carefully and if **you** have any questions phone **us** on **0800 80 24 24**.

If you don't comply with the policy...

### Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- a. decline **your** claim, either in whole or in part,
- b. decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- c. declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

## Your obligations

### True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including when:

1. this insurance is **applied** for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

### Changes in circumstances

**You** must let **us** know straight away if, after the start of this policy, there is a material increase or change in the risk **we** cover.

At any time, **we** may change the terms of this policy in response to what **you** tell **us**.

*Information is 'material' where we would have made different decisions about either accepting your insurance or setting the terms of the insurance, if we had known that information. Tell us if this information changes while we insure your contents – as soon as you know that the change will happen.*

*If you're not sure if information is 'material', tell us anyway. The 'risk we cover' refers to the actual property or liabilities we insure (known as physical risks), and you or other people covered by this policy (known as moral risks).*

### Reasonable care

**You** must always take reasonable care to avoid circumstances that could result in a claim. **You** won't be covered if **you** are reckless or grossly irresponsible.

### We can take action in your name

**We** can take action in **your** name to:

1. negotiate, defend or settle any claim against **you** that is covered by this policy
2. recover from anyone else anything covered by this policy.

If **we** do so, **you** must assist **us** and **we'll** be responsible for any reasonable legal costs associated with these actions.

## Administering this policy

### Cancellation

#### By you...

**You** can cancel this policy at any time. If **you** do, **we'll** refund any premium due to **you** based on the unused portion of the **period of cover**.

**You** must pay **us** any outstanding payments due to **us**.

#### By us...

**We** can cancel this policy by writing to or emailing **you** at the last known address **we** have for **you**. The policy will be cancelled on the 14th day after the date of the notice. **We'll** refund any premium due to **you** based on the unused portion of the **period of cover**.

### Changing the terms

**We** can change this policy's terms (including the **excess**) by writing to or emailing **you** at the last known address **we** have for **you**. Unless otherwise specified in the policy, the change in terms will take effect on the 14th day after the date of the notice.

### Currency

Any amounts shown in this policy and on the **schedule** are in New Zealand Dollars.

### Goods and Services Tax

All amounts referred to in this policy include any GST that may apply.

### Governing law and jurisdiction

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

### Joint insurance

If this policy covers more than one person, all persons are jointly covered.

### Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

### Other insurance

**You** must tell **us** if the **contents** are or become covered under any other insurance. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy.

**We** will not contribute towards any claim under any other insurance policy.

### Other parties with a financial interest

If **we** know of any financial interest over the **contents we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest is not covered and does not have rights to claim under this policy.

## Definitions

Here are the special meanings of the words shown in bold in this policy. The definitions apply to the plural and any other versions of the words.

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

### accidental

unexpected and unintended by **you**.

### act of terrorism

an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or disrupt an electronic system.

### annual period

the **period of cover**. However, if **your** premium is paid by instalments other than annual payments, the annual period is any one 12-month period calculated from the date this policy first started, and consecutively after that.

### application

the information provided by **you to us** when **you** purchased this insurance or requested a quotation for this insurance from **us**.

### bodily injury

the **accidental** death of, or **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

### camera

the camera body (film, video or digital) and the standard lens that would normally be supplied with that body at the time of the original purchase. Any additional lenses and accessories are separate items.

### collection

any collection of stamps, medals, phone cards, collector trading cards or coins.

### computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, 'Trojan horses', 'Worms' and 'Time or logic bombs'.

### contents

- any of the following that **you** own or hire (as long as **you're** legally liable under the hire agreement):
  - a. household goods and personal effects,
  - b. loose floor covering including: mats, rugs or runners,
  - c. **watercraft** (including their parts and accessories in them or attached to them),

- d. electric wheelchairs, mobility scooters, domestic garden appliances, golf carts and children's motorbikes less than 50cc and used only off road (including their parts and accessories),
- e. portable swimming pools and portable spa pools,
- f. parts or accessories of:
  - i. **watercraft**, and
  - ii. **motor vehicle**, trailer and caravan, and
  - iii. aircraft and other aerial devices,that are not in them or attached to them, and

- wedding or Christmas presents for other people being kept at the **home**, and
- contents owned by any of **your** children that are left with **you** while they live outside New Zealand.

It does not include:

- items used at any time for earning income, except for cover detailed under 'Home office' on page 5,
- livestock, domestic pets and other creatures,
- fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the **home**
- **motor vehicle**, trailer and caravan and their parts or accessories that are in them or attached to them,
- aircraft or other aerial device and their parts or accessories that are in them or attached to them, unless it is a Remotely Piloted Aircraft as defined by the Civil Aviation Authority.

### electronic data

facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

### EQC Act

Earthquake Commission Act 1993 and any Act in substitution of that Act.

### event

any one event or series of events arising from one source or original cause.

### excess

the first amount of the claim that **you** must pay, which is shown in the **schedule**.

### family

any member of **your** family who:

- permanently resides with **you**, or
- is a student attending a school, polytechnic or university and living away from **home** while attending the school, polytechnic or university.

### hidden gradual damage

hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from an internal:

- a. tank, that is plumbed into the water reticulation system of the **home** and is permanently used to store water, or
  - b. water pipe, or
  - c. waste disposal pipe,
- installed at the
- home**
- .

**home**

the buildings and grounds at the risk address shown in the **schedule**. It does not include any land, earth or fill.

**incident**

something that happens at a particular point in time, at a particular place and in a particular way.

**loss**

physical loss or physical damage.

**motor vehicle**

any type of machine on wheels, or caterpillar tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.

**natural disaster**

an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the **EQC Act**.

**partner**

**your** husband or wife or person with whom **you** are living in the nature of a marriage.

**period of cover**

the 'Period of cover' shown in the **schedule**.

**present value**

the reasonable cost to repair or replace an item in New Zealand that is of comparable age, quality and capability, and is in the same general condition.

**reparation**

an amount ordered by a New Zealand court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

**schedule**

the latest version of **your** 'Policy Schedule' that **we** issued to **you** for this policy.

**specified item**

any item listed in the **schedule** with a corresponding **specified sum insured**.

**specified sum insured**

the amount shown in the **schedule** that corresponds with the **specified item**.

**sum insured**

the 'sum insured' shown in the **schedule**.

**temporarily removed**

**contents** temporarily removed for a particular reason or purpose, with the intention that they will be returned to the **home**. This includes taking items to **your** place of work or on holiday.

It does not include **contents**:

- permanently removed from the **home**, or
- removed from the **home** to any place for storage, sale or exhibition, or
- removed while moving house or household removal

except for cover detailed under 'Contents in transit' on page 4 or 'Contents in storage' on page 4.

**watercraft**

any of the following:

- surfboard, windsurfer, paddleboard, kite surfer, surf ski, dinghy, kayak or canoe (including their parts and accessories),
- any other watercraft powered by motor or sail, with a **present value** of no more than \$2,000 including parts and accessories.

**we, us, our**

State, a business division of IAG New Zealand Limited.

**you**

- the person(s) shown as 'The Insured' in the **schedule**, and
- that person's **partner**, and
- that person's **family**.

## Contents Comprehensive Insurance

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