Contents

Comprehensive Insurance
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 ring 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, just 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.

Call us free from
Australia 1 800 887 863
United States 1 800 593 9482
United Kingdom 0800 096 5308

Call us direct from Somewhere else overseas 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.

Your policy

Our agreement with you
Reading your policy
What your policy consists of
You can change your mind
Your duty of disclosure

Making a claim

What you must do
Getting our permission first

What you get if we accept your claim

Contents covered for repair or replacement
Contents covered for present value
Maximum payments for specific types of contents
Maximum payment
Claimant authorisation

What your policy covers

Accidental loss
Alternative accommodation
Contents in storage
Contents in transit
Credit card theft
Electronic data and programs
Fatal injury
Food spoilage
Hidden gradual damage
Home office
Legal liability
Natural disaster
Stress payment

Exclusions that apply to the whole policy

The first 48-hours of your policy
Business use
Confiscation
Consequential loss
Contents in storage
Earth movements
Electronic data and programs
Excess
Faults and defects
Gradual damage
Insects, rodents and vermin
Intentional and reckless acts
Loss caused by electricity
Mechanical and electrical equipment
Natural disaster
Nuclear
Remotely piloted aircraft
Structural additions or alterations
Terrorism
Unlawful substances
Vacant homes
War

Policy conditions

If you don’t comply with the policy
Your obligations
Administering this policy

Definitions
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.

Making a claim

To make a claim, go to 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.

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.
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:

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

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:
1. your tenancy agreement ends, or
2. 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:
1. the cost of re-installing, re-setting or recreating the software, program or digital data, or
2. 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 possum). 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
• contents 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

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:
• tank, that is plumbed into the water reticulation system of the home and is permanently used to store water, or
• water pipe, or
• 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,