

# CONTENTS

## Essentials Insurance



**STATE**

click.**done.**

backed by 

# 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 Essentials 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 ever have a question, need help, or want to make an insurance claim, you're welcome to phone us any time, 24 hours a day.

**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](https://www.state.co.nz).

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# Your policy

## ▶ 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 9.

### 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 Essentials Policy consists of this policy wording, the **schedule** and the information **you** provided in the **application**.

## ▶ You can change your mind

If **you're** not happy with this policy **you** are 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.

## ▶ Our commitment to you

**We'll** do **our** best to:

- ▶ provide **you** with helpful, professional service
- ▶ act on **your** requests promptly
- ▶ provide **you** with policies that suit **your** needs
- ▶ give **you** information that will help **you** to reduce the risk of loss
- ▶ make **you** aware of policy conditions and obligations.

## ▶ Our agreement with you

Together, **you** and **we** have an agreement. **You** agree to pay **us** a premium for **your** cover and, in exchange, **we** promise to cover **you** as stated in this policy wording.

## ▶ So what must you tell us?

**You** must tell **us** about anything that could affect **your** insurance with **us**. For example, **you** must tell **us**:

- ▶ *if the home where we insure your contents will not be lived in for more than 60 consecutive days*
- ▶ *if the contents will be used by a tenant*
- ▶ *if you have been convicted of a criminal offence in the last 7-years*
- ▶ *if your contents will be used for business purposes*
- ▶ *if the home will be altered or added to*
- ▶ *if you move to a different address*
- ▶ *if you have been declined or refused insurance in the last 5-years*
- ▶ *if there has been any material change in circumstances since the policy started*
- ▶ *if you insure your contents again with anyone else*

These examples are only a guide.

Remember, **we** provide **your** insurance based on the information **you** gave **us** when **you** applied for it. If anything changes, or if **you** expect something to change, **you** must let **us** know or **your** policy may be unenforceable.

Please ask **us** if **you're** not sure if **you** should tell **us** about something.

## ▶ We must tell you about...

**We** must keep **you** updated on **your** insurance. For example, **we** must tell **you**:

- ▶ *if we change the terms of your policy*
- ▶ *if we add new terms to your policy*
- ▶ *about any other changes to your policy*
- ▶ *before your policy renews, how much your new premium will be*

## ▶ Our other responsibilities to you

- ▶ *We'll answer your questions honestly and accurately*
- ▶ *We'll provide you with information and advice to help you understand your insurance and its terms and exclusions*
- ▶ *If you need it, we'll give you a copy of the information you gave us when you applied for your insurance*
- ▶ *When you first insure with us, and when you renew your policy, we'll tell you about the financial rating on our ability to pay for any claims our customers make*

If **you** have any questions please call **us** on **0800 80 24 24**.

## Keeping us informed

When **you** apply for insurance with **us**, **you** have an important 'duty of disclosure'. This means that **you** must:

- ▶ give **us** all the information that a prudent insurer needs to decide whether to accept or decline **your application** for insurance. If **we** accept **your application**, it includes information that a prudent insurer needs to decide the cost of **your** insurance and the terms and conditions that will apply (including the **excess**), and
- ▶ provide **us** with true, accurate and complete information, even if **you** think it isn't important.

If **you** don't tell **us**, **your** insurance policy may not be valid and **you** may not be covered if **you** want to make a claim.

**You** must also tell **us** about changes that occur during the policy **period of cover** – see 'Changes in circumstances' on page 8.

If **you're** not sure whether **you** should give **us** some information, tell **us** anyway. Simply call **us** on **0800 80 24 24** – **we'll** talk the matter over with you and let **you** know if it affects **your** policy.

**We** treat all information **you** give **us** in accordance with the Privacy Act 1993.

*A prudent insurer uses good judgement, carefully considers consequences and acts accordingly.*

# Making a claim

When **you** need to make a claim, **we'll** be here to help **you** 24-hours a day, 7-days a week – just call **us** on **0800 80 24 24**.

## ▶ What we'll do

When **you** contact **us** to make a claim under this policy, **we'll**:

- ▶ treat **you** fairly and process **your** claim within the terms of the policy, and
- ▶ explain how the claim process works, and
- ▶ advise **you** as best **we** can, on how to prevent further damage, and
- ▶ if possible, register **your** claim straight away after asking **you** questions and recording **your** responses, and
- ▶ if possible, accept **your** claim during the first phone call, and
- ▶ explain what **we** need to go ahead with **your** claim, and
- ▶ if required, arrange for a loss adjuster to inspect the damage and explain the procedure that will be followed, and
- ▶ keep **you** updated on **your** claim's progress, and
- ▶ give **you** all the information **you** need on how **we'll** settle **your** claim, and
- ▶ if **we** decline **your** claim, clearly explain why.

## ▶ 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.

## ▶ What's the Insurance Claims Register?

It is an electronic register that holds a central record of claims lodged with participating insurance companies. These companies can access the claims history of a customer, for the specific purpose of checking for fraud. This helps to keep the cost of insurance affordable to **you**.

## ▶ Don't forget about your excess

When **you** make a claim, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your loss**. The **excess** applies to each **event** – unless specifically stated otherwise in another part of this policy.

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

If **we** settle a claim for the total loss of the **contents**, **we** won't deduct any **excess** from that **loss**.

## ▶ 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
- ▶ do anything that may prejudice **our** rights of recovery.

*'Rights of recovery' means that we can claim the money that we paid out on your claim back from the responsible person (if someone else that is not insured under this policy was responsible for the loss). You must not do anything that prevents us from doing that, or that disadvantages us when doing that.*

*It is best that you allow us to manage your claim on your behalf. We'll let you know how you can help us when we talk to you about your claim.*

## ▶ Honesty is the key

**You** and **we** have an agreement. As part of that agreement, **you** agree to be honest in all **your** dealings with **us**, just as **we'll** be honest with **you**. If **your** claim is dishonest or fraudulent in any way, **we** have the discretion to:

- ▶ decline **your** whole claim or part of it, and/or
- ▶ declare that this policy, or all the policies **you** have with **us**, are unenforceable from the date of the dishonest or fraudulent act.

## ▶ Things that will help us help you

- ▶ Keep **your** insurance documents in a safe and easily accessible place.
- ▶ Have **your** policy number handy when **you** contact **us**.
- ▶ Have any relevant information ready when **you** contact **us**, such as a lost item's brand name, model name, model number and special features.
- ▶ Keep records of the things **you** buy, especially high-value items, as this will help **us** process **your** claim.
- ▶ Let **us** know if **your** contact details change.
- ▶ Ask **us** if there's something **you're** not sure about.

## What you get if we accept your claim

### ► If you have a problem with your claim

We'll always do our very best to get things right and provide you with the service you expect from us. However, sometimes things do go wrong – so when they do, we want to resolve the problem as quickly as possible.

Here's how you can help, in three easy steps:

1. Talk the problem over with the person you've been dealing with.  
If they can't resolve the problem, or if you're unhappy with their response, contact their Claims Team Leader. It's best to put your complaint in writing, but if you prefer, you can phone the Claims Team Leader instead. They'll confirm that they've received your complaint, investigate the matter and update you on the outcome.
2. If you're not satisfied with the results of step 1, you can write to the Head of State Insurance at State Insurance, Private Bag 92130, Auckland.  
We'll acknowledge your complaint within three working days of receiving it and make sure it's fully investigated. Within 10-days of receiving your complaint, we'll write to you with the outcome of the investigation – or, if it's not complete, we'll give you an update on progress.
3. If we can't resolve your complaint to our Chief Executive Officer within 2-months of receiving it, we'll let you know and advise you of your rights under the independent Insurance & Savings Ombudsman scheme, which considers complaints free of charge.

The Insurance & Savings Ombudsman can only consider complaints that have been investigated by the insurance company involved and that have resulted in a deadlock.

You can contact the Insurance & Savings Ombudsman by phoning 0800 888 202 or (04) 499 7612, by fax at (04) 499 7614 or by writing to PO Box 10 845, Wellington.

You'll find additional information and contact details on the web at [www.iombudsman.org.nz](http://www.iombudsman.org.nz).

This section explains the options available to us when you have a loss that is covered by this policy and we accept your claim.

It also tells you about contents that are only covered for certain amounts and what those amounts are. Please make sure you read this section carefully. If you have any questions, just phone us on 0800 80 24 24.

### ► Contents covered for present value

All the contents are covered for their present value.

We can choose either to pay the cost of repairing the contents as close as possible to their condition immediately before the loss happened, or to pay you their present value.

*'Present value' means the reasonable cost to repair or replace the item in New Zealand – so that you have an item that is of an equivalent age, quality and capability, and that is in the same general condition.*

### ► Goods and services tax

All amounts in this policy include GST.

### ► 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 direct, 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.*

Make sure you read your policy thoroughly. That way there won't be any surprises when you need to claim.

## ► 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 (multiple): for multiple items of jewellery	\$15,000 in total for multiple items of jewellery that are not <b>specified items</b>
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: <b>a. watercraft</b> <b>b. motor vehicles</b> , motor cycles, motor scooters, trailers and caravans <b>c. aircraft</b> and other aerial devices, that are not in them or attached to them.	\$1,000 in total
Watercraft: for a surfboard, windsurfer, dinghy, kayak or canoe (including any parts and accessories that are in it or attached to it).	\$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**.

# 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**.

## ► Accidental loss

**You're** covered for sudden **accidental loss** to the contents that happens during the **period of cover**, but only if it was caused by any of the following:

1. theft following violent and forceful entry,
2. fire, lightning or explosion,
3. storm or flood (but not if the water originates from inside the **home**),
4. earthquake, volcanic eruption, geothermal activity, landslip or tsunami,
5. aircraft or other aerial or spatial device or articles dropped from them,
6. riot or labour disturbance,
7. water or oil that leaks, overflows, or is discharged from any domestic water or heating system installed within any **home** building,
8. impact by any **vehicle**,

while they are:

1. at the **home**, or
2. **temporarily removed** from the **home** for use anywhere else in New Zealand.

### What you'll get

See 'What you get if we accept your claim' on page 4 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 8.

## ► Intentional damage

**You're** covered for sudden **accidental loss** to the **contents** caused intentionally by:

1. a tenant, or
2. anyone who lives at the **home**,

as long as the **loss** was caused by fire or explosion.

### What you'll get

See 'What you get if we accept your claim' on page 4 for details on what we'll pay.

### What isn't covered?

You're not covered for any loss caused intentionally by:

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

If you'd like cover for damage caused by a tenant, we have a policy specifically designed for landlords. For more information, phone us on 0800 80 24 24.

See also 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 8.

### ▶ Personal liability

#### What does 'personal liability' mean?

'Personal liability' is the legal liability that a person has for loss or damage suffered by someone else.

#### Legal liability cover

You're covered for your legal liability for:

1. accidental loss to any property in New Zealand,
2. accidental bodily injury to anyone in New Zealand,
3. accidental loss to property where you're liable for the costs under Section 43 of the Forest and Rural Fires Act 1977,
4. levies a fire authority imposes on you under Section 46 or 46A of the Forest and Rural Fires Act 1977 for a fire, or threat of fire,

during the period of cover.

#### Defence costs cover

You're also covered for defence costs you incur with our approval, for your liability under 1, 2 and 3 above. We won't unreasonably withhold our approval.

Did you know you can  
make a claim online?  
To find out how  
go to [state.co.nz](http://state.co.nz)

### 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 liability:

1. in connection with a business, trade, profession or sponsorship, or
2. created by a contract or agreement, unless you would have been liable even without it, or
3. in connection with the ownership or use of any:
  - a. vehicle (other than an electric wheelchair, domestic garden appliance, mobility scooter, golf cart or children's motorbike less than 50cc and used only off road), motor cycle, motor scooter, trailer, caravan, aircraft or other aerial device, or
  - b. watercraft, other than any:
    - i. surfboard, windsurfer, surf ski, dinghy, kayak or canoe (including its parts and accessories), and
    - ii. any other watercraft powered by a motor or sail, with a present value of no more than \$2,000 including parts and accessories, or
4. in connection with any seepage, pollution or contamination (including the costs of removing, nullifying or cleaning up), unless it happens during the period of cover and is caused by a sudden accidental event that happens during the period of cover.

You're also not covered for exemplary damages or fines.

'Damages' in this context refers to money claimed from you as compensation for harm done, or loss or injury. Exemplary damages are money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.

See also 'Exclusions that apply to the whole policy' on page 7 and 'Policy conditions' on page 8.

# 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 landslide 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 landslide.

*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 landslide. However, if your policy with the other company didn't cover storm, flood or landslide, 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 landslide in the first 48-hours.*

## ▶ Business use

**You're** not covered for **contents** used at any time for earning income.

## ▶ Contents in storage

**You're** not covered for **loss** to **contents** while stored away from the **home**.

## ▶ Earthquake Commission cover

**You're** not covered for a **loss** that's already covered by the Earthquake Commission Act or that would have been covered if:

1. an **excess** hadn't been deducted (*for example, if the excess is greater than the value of the loss*), or
2. the Earthquake Commission hadn't exercised its power to decline the claim for that **loss**.

If the Earthquake Commission agrees to cover **your loss**, but the value of **your loss** is higher than the Commission's payment, **we'll** pay the difference between what the Earthquake Commission pays, or would have covered, and **your** maximum entitlement under this policy.

## ▶ Excess

For each **event**, **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 **event**, **you'll** only pay one policy **excess**. This will be the higher **excess** of the two policies.

## ▶ Faults and defects

**You're** not covered for the cost of fixing faulty design or faulty construction.

## ▶ Floor coverings

**You're** not covered for floor coverings that are not in the room(s) where the **loss** happened.

*For example:*

*If the carpet in your bedroom was damaged due to a storm, you can only claim for the carpet in that room. If the carpet needs to be replaced, you can only claim for the carpet that was damaged, even if you can't find a carpet to match the carpet in the rest of the house.*

## ▶ Gradual damage

**You're** not covered for:

1. wear and tear, depreciation, corrosion, or rust, or
2. rot, mildew or gradual deterioration.

## ▶ Loss of electronic data – computer virus

**You're** not covered for **loss** of **electronic data** and any liability arising from it, directly or indirectly caused by or in connection with a **computer virus**. This includes **loss** of use, reduced functionality or any other associated **loss** or expense in connection with the **electronic data**.

## ▶ Mechanical and electrical equipment

**You're** not covered for the breakdown, failure or wearing out of any part of any mechanical or electrical equipment, unless burning out occurs.

## ▶ Nuclear and war risks

**You're** not covered for **loss** or liability and any defence costs connected in any way with:

1. operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:
  - a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices, or
  - b. the use, handling or transportation of radioactive material, or
  - c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, an act of a foreign enemy, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, rebellion or revolution, or
3. civil commotion assuming the proportions of or amounting to an uprising, insurrection or military or usurped power.

## ► Structural additions or alterations

You're not covered for **loss** to **contents** caused by:

1. structural additions or structural alterations to the **home**, or
2. water entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
  - a. **you**, or
  - b. any other person (other than a tenant) legally on the property.

*For example:*

*If you make alterations to your house, you must let us know beforehand. If you don't, your contents won't be covered if they are damaged as a result of the alterations.*

*You're also not covered if you remove the roof to do maintenance work and there's a downpour of rain.*

*Please ring us on 0800 80 24 24 for more information on arranging cover for structural additions or alterations.*

## ► Subsidence

You're not covered for **loss** or liability connected in any way with:

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

## ► Terrorism

You're not covered for any **loss**, damage, death, injury, illness, liability, cost or expense directly or indirectly caused by, resulting from or in connection with:

1. an **act of terrorism**, regardless of any other cause or **event** contributing to the **loss**, damage, injury, illness, liability, cost or expense, or
2. any action taken to control, prevent, suppress or do anything else in relation to an **act of terrorism**.

## ► Vacant homes

This policy is automatically suspended if no one has been living in the **home** for more than 60 consecutive days.

If **you** tell **us** that no one will be living in the **home**, **we** may agree to continue **your** cover. However, **we** can change the terms of the policy at this time and **we'll** tell **you** if **we** do this.

The policy will automatically start again as soon as the **home** is lived in again.

*For example:*

*If you're going on an overseas trip and leave your home unoccupied for more than 60-days, you won't be covered from the 61st day.*

*However, if you contact us before you leave, we may be able to continue your cover. Alternatively, we could decide not to cover you or to cover you but with additional terms.*

*If you don't contact us, your cover will be automatically suspended until you return from your trip and live in your house again.*

# Policy conditions

Your Contents Essentials 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...

**You** and anyone else covered under this policy, must comply with this policy. If any of the terms of this policy are breached, **we** have the sole discretion to decline any claim **you** make – either the whole claim or part of it.

## ► Your obligations

### True statements and answers

The **application** is the basis of this policy. All statements and answers that **you** give, or any other person gives on **your** behalf, must be honest and accurate when **you**:

1. apply for this insurance, and/or
2. let **us** know about any change in **your** circumstances, and/or
3. make a claim under this policy, otherwise **we** can declare that this policy or all the policies **you** have with **us** are unenforceable from the date of the dishonest or fraudulent act.

### 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 **contents** 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** covered by this policy
2. to make a recovery from anyone else for anything covered by this policy, and **you** must cooperate with **us**.

**We'll** pay any 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 **period of cover you** haven't used.

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 **period of cover you** haven't used.

### 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.

### Joint insurance

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

*This means that if one person breaches the policy it affects everyone's ability to claim.*

### Other insurance

You must tell **us** if the **contents** are (or become) covered by another insurance policy. If **you** can claim under that insurance, **we'll** only pay the amount of any **loss** that's above the limit payable by the other insurance.

### Other parties with a financial interest

If **we** know of anyone who has a financial interest in the **contents**, **we** can pay them part or all of any claim proceeds. This payment goes towards meeting **our** obligations under the policy. However, anyone recorded as having a financial interest under this policy isn't covered by it and has no right to make a claim.

**We're** also authorised by **you** to disclose personal information about **you** to anyone who holds a financial interest in the **contents**.

*For example, if you bought a television set on a hire purchase contract, then the company who you bought the television from has a financial interest in that television until you have paid the full amount.*

## 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 by any person or group(s) that includes (but isn't limited to) the use of force or violence and/or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s). By its nature or context, this act is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to make the public, or any section of the public, afraid.

### application

the information **you** provided to **us** when **you** applied for and bought this insurance.

### bodily injury

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

### camera

the camera body and the standard lens that would normally be supplied with the body when originally purchased. Any additional lenses and/or 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 codes, whether programmatic or not, that propagate themselves through a computer system or network. This includes (but isn't 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. carpets and floor coverings that are not glued to the floor,
  - 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 **vehicles**, motor cycles, motor scooters, trailers and caravans, 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,
- ▶ livestock, domestic pets and other creatures,
- ▶ carpets and floor coverings that are glued to the floor,
- ▶ motor **vehicles**, motor cycles, motor scooters, trailers and caravans and their parts or accessories that are in them or attached to them,
- ▶ aircraft and other aerial devices and their parts or accessories that are in them or attached to them.

**electronic data**

facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

**event**

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

**excess**

this is the amount of the **loss** that **you** must pay. The amount of the excess is shown in the **schedule**.

**family**

any family member who:

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

**home**

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

**loss**

physical loss or physical damage.

**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.

**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.

**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.

**watercraft**

any of the following:

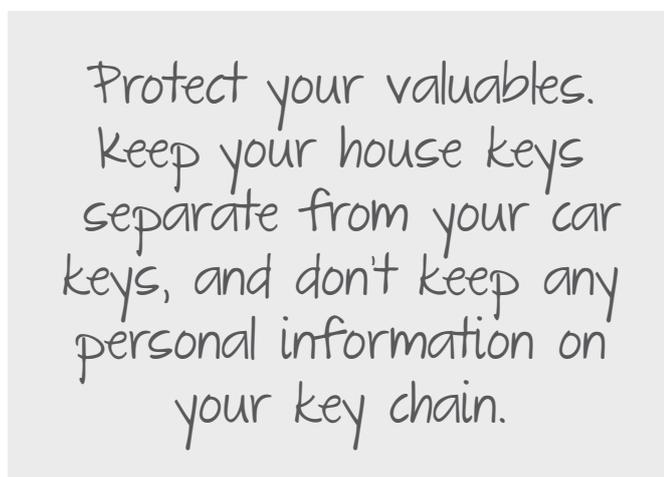
- ▶ surfboard, windsurfer, surf ski, dinghy, kayak and canoe (including its parts and accessories)
- ▶ any other watercraft powered by motor or sail, with a **present value** of no more than \$2,000 including parts and accessories.

**we**

State, a business division of IAG New Zealand Limited.

**you**

- ▶ the person(s) shown as 'The Insured' in the **schedule**, and
- ▶ that persons' husband or wife or person with whom they are living in the nature of a marriage, and
- ▶ that persons' **family**.



## Contents Essentials Insurance

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