



# Personal Insurance Plan

## BasicPlan Contents

### Welcome to BasicPlan – Insurance For Your Contents

We would like to make sure *you* are aware of all *your* entitlements under this policy, so please read this document carefully. After *you* have read it, please contact *us* if *you* would like further information.

#### HELP Service – Emergency Assistance

HELP is a 24 hour, 7 day a week emergency assistance service which Vero offers as part of *your* insurance policy – at no extra cost.

With just one phone call *you* can sort out all the hassles that arise if *you* have an *accident* or disaster anywhere in New Zealand – even if no insurance claim is involved. Whatever the problem, ring HELP for practical advice, and they will locate the trades people or services *you* need. The toll free number is 0800 800 786.

Ringling HELP costs *you* nothing. The assistance is free, but *you* will have to pay if *you* ask for a tradesperson to call or for other services. Where the services are covered by *your* policy, *you* can claim back any bills paid, subject to the policy excess.

#### How HELP can help *you*:

##### Convenience

Instead of looking through the yellow pages for a plumber at 11 o'clock at night, HELP can organise a call out.

##### Quality

All trades people are approved and monitored. Each call is followed up to ensure *you* are satisfied with the quality and cost of the service received.

##### Guaranteed response

*Our* systems will guarantee that someone will actually arrive.

#### How do *you* qualify for HELP?

HELP is automatically provided to all Vero house, contents or private motor vehicle policyholders (but not business cars or motorcycles). HELP is also available to members of *your* immediate family who live with *you*.

No matter which policy *you* have (of those listed above) *you* can use any of the HELP services provided.

#### Service available

HELP provides a 24-hour referral to a comprehensive nationwide network of recommended service organisations and trades people.

So if *you've* got a problem with plumbing, a leaking roof, broken glass, replacement of locks or electrical faults, *our* operators can provide rapid assistance.

Advice is also available on *our* claims procedures, including the appointment of assessors and tips on how to minimise damage.

HELP provides free access to a service that will advise and act on all of these concerns.

HELP also offers to arrange a host of other services for *you* (while *you* are in New Zealand) even when no insurance claim is involved:

1. emergency call-out service – for problems like flat batteries or keys locked in *your* car;
2. medical referral service – if *you* are away and want the name of a recommended local doctor, out of hours;
3. replacement of personal effects following loss or theft away from *home*.

Remember, HELP is always available whether *you* are at *home* or miles away.

HELP - a valuable addition to *your* policy from Vero.

### 30-day Money Back Guarantee

If *you* are not satisfied with the cover provided by the policy *you* may return the policy within 30 days of receiving it.

If *you* have not made any claims during this period we will give *you* a full refund of any *premium* paid.

### Privacy Act and the Insurance Claim Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. *You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.



## Definitions

*Definitions explain words frequently used in the policy. Defined words are shown in this type style.*

*Accidental and accidentally* means a sudden event that happens by chance, not being intentional or expected.

*Contents* shall mean anything normally in or around the *home*, belonging to or hired by *you* or in *your* custody or control for which *you* are responsible, not being otherwise insured, but excluding:

- a. mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, wheelchairs and mobility scooters), trailers, caravan, or aircraft including accessories and spare parts attached to any of them;
- b. livestock and pets;
- c. trees, shrubs and plants (other than pot plants);
- d. fixtures and fittings (and their accessories) permanently attached to the *home*;
- e. contents used in any way for professional or business purposes;
- f. *personal effects* or *valuables*.

*Furniture* shall mean items such as chairs, tables, beds, shelves, pictures and items of a similar type or nature, all being used or intended to be used around the *home*. Furniture shall not include linen, blankets, compact disks, records, tapes, books, sporting or recreational equipment, tools, cutlery, crockery, and items of a similar type or nature.

*Home* means each dwelling (including residential flat or holiday home) within the residential boundaries of the property on which the home is situated.

*Home appliance(s)* shall mean any mechanical or electronic device powered by external means (other than human) used or intended to be used about the *home* but shall not include *personal effects* or *valuables*.

*Indemnity value* is the amount needed to put *you* back in the same financial position *you* were in immediately before the loss occurred. This is either:

- a. the *market value* of the *contents* at the time of loss or damage; or
- b. the cost of replacing, repairing or reinstating the *contents* to a condition no better or more extensive than when new, less an allowance for depreciation and wear and tear.

*Internal water system* is any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of the dwelling structure.

*Market value* means the reasonable value of the *contents* immediately prior to the loss or damage.

*Period of cover* means the "period" or "period of insurance" specified in the *schedule*.

*Personal effects* shall mean articles for personal use which are designed to be either worn or carried, belonging to *you*, or in *your* custody or control for which *you* are responsible, not otherwise insured, including dentures, spectacles, clothing, hearing aids and contact lenses but not *contents* or *valuables* or any item permanently attached to *you*.

*Premium* is the consideration for this contract. This may mean the first premium or any subsequent premium.

*Schedule* is the latest current policy schedule, expiry notice or insurance renewal issued to *you*.

*Valuables* shall mean any item of jewellery, photographic or video camera equipment, camera, laptop computer, fur, watch, computer including hardware and software or any similar item of electronic device, telecommunications equipment including any portable hand-held telephone, bicycle or any collection of coins or stamps belonging to *you* or hired by *you* or in *your* custody or control for which *you* are responsible, not otherwise insured, but shall not include articles used for professional, trade or business purposes.

*We, us or our* means Vero Insurance New Zealand Limited.

*You or your* means the insured person or persons named in the *schedule*, their partner and members of *you* or *your* partner's immediate family permanently residing at the *home*, not being otherwise insured. Partner means a marriage partner, or de facto partner as defined in the Property (Relationships) Act 1976 (or any replacement Act) and any subsequent amendments.

## Introduction

We will provide the cover set out in this policy during the *period of cover* shown on the *schedule* provided *you* have paid the *premium* and *you* remain subject to the policy's terms, limits, exclusions and conditions. *Your* insurance contract consists of:

1. this policy document;
2. the personalised *schedule* with details of the cover which applies to *you*; and
3. the information in the proposal, application or declaration;

whether *you* have received or provided this information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form.

## What you are insured for

We agree to insure *you* for **loss, damage or destruction** to *your contents, personal effects* and *valuables* occurring



at the *home* during any period of insurance for which we accept a *premium* resulting from:

1. fire, explosion or lightning;
2. storm or flood;
3. burglary or theft: but not by anybody renting, living or staying in *your home*;
4. riot, civil commotion, strikes or labour disturbance;
5. malicious damage or vandalism other than by persons lawfully in the *home*; (however, where the *home* is leased or rented this insurance will cover loss or damage from fire or explosion resulting from malicious acts or vandalism by tenants);
6. escape of water from any *internal water system* or oil from any heating equipment or reticulation installed in the *home*;
7. aircraft, aerial devices or articles dropped from them;
8. animals and birds other than domestic pets entering the *home*;
9. collision or impact by vehicles, animals, masts and falling trees and aerials or their fittings;
10. *accidental* breakage resulting in a fracture through the entire thickness of mirrors, light fittings, plate-glass tops to *furniture* or fixed glass in *furniture*, pictures, radio or television sets.

**What we will pay - at our option:**

*Indemnity value* for all insured property.

However;

1. The maximum we will pay is the sum insured shown in the *schedule*.
2. The maximum amount payable for any valuable not specified in the *schedule* is \$2,000.
3. We will only replace damaged floor coverings, drapes, curtains or blinds in the room or rooms where the loss or damage occurred.

**Limits on what we will pay:**

The maximum we will pay for any of the following items is the amount listed below unless the item is specified in the *schedule* for another amount;

- \$500 for watercraft and outboard motors and their parts and accessories if worth no more than \$500 but not while in use or caused by theft while away from the *home*;
- \$500 in total for money, negotiable securities, bonus bonds, travellers cheques or travel tickets;
- \$500 in total for unset precious stones, bullion or gold or silver (other than silverware) or precious metals;
- \$500 in total for motor vehicle parts and accessories while detached from any vehicle;

- \$500 for certificates or documents.

**Additional Benefits**

**We will also pay for:**

**1. Alternative Accommodation**

We will pay reasonable additional costs of temporary accommodation including the boarding of domestic pets and temporary storage of *your contents* incurred by *you* while the *home* is uninhabitable due to loss or damage covered by this policy. We will pay for the period *your home* is uninhabitable.

Any payment will be limited to 12 months or \$30,000 in total if *you own your home*. But if *you* are renting the *home* we will pay for one months costs or until *you* find another *home* and purchase enough *contents* to live in it, whichever comes first.

**2. Authorities Damage**

We will, within the sum insured, pay for physical damage to the *contents* caused by government or local authorities in order to prevent loss covered by this policy. Any payment will be within the *contents* sum insured shown on the *schedule* and subject to maximum item limits as shown in this policy.

**3. Removal of Debris**

With *our* prior consent, we will pay the costs incurred for removing the *contents* debris from the *home*. Any payment will be within the *contents* sum insured shown in the *schedule*.

**4. Fatal Injury**

If *you* are injured at the *home* as a result of fire or burglary and *you* die of the injury within 3 months, we will pay *your* legal representative \$10,000.

**5. Fusion of Electric Motors**

If an electric motor burns out or fuses, we will pay for its replacement. We will also pay for an exchange sealed compressor for motors within a sealed refrigeration or air-conditioning compression unit, and for re-gassing the unit.

**6. Forest and Rural Fires Act**

We will cover *you* for *your* liability under the Forest and Rural Fires Act 1977 (F&RF Act) arising from an event occurring during the *period of cover*.

We will pay up to \$1,000,000 (plus *your* legal costs and expenses incurred with *our* consent) for:

- a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority; and
- b. costs and levies under sections 46 and 46A of the F&RF Act; and
- c. costs claimed by any other party in order to protect their property from fire.



However, we will not provide cover where *your* liability arises directly or indirectly from any fire *you* lit intentionally that did not comply with the F&RF Act or any other statutory or local body requirement governing the lighting of fires.

We will not cover *you* for any punitive or exemplary damages and/ or any reparation orders awarded against *you*. We will not cover *you* for any legal costs incurred by any other party that *you* may be ordered or agree to pay.

**If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with us, you are only entitled to payment of this benefit under one policy or section of a policy per event.**

#### 7. Occupier's and Personal Liabilities

We will cover *you* up to a maximum of \$2,000,000 (plus *your* legal costs and expenses incurred with *our* consent), for *your* legal liability arising out of an event that occurs in New Zealand and results in *accidental* physical damage during the *period of cover* to:

- a. property not:
  - i. belonging to *you*; or
  - ii. in *your* custody and control; or
- b. the *home* when occupied by *you* as a *tenant*.

But we will not pay for liability arising from:

- i. the ownership of the *home*, its land, or any other buildings or land;
- ii. any business, profession or employment;
- iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft, or boat;
- iv. the ownership or possession of any animals other than domestic pets;
- v. or assumed by agreement unless *you* would have been liable anyway.

We will not cover *you* for any punitive or exemplary damages, and/or any reparation orders, awarded against *you*.

We will not cover *you* for any legal costs incurred by any other party that *you* may be ordered or agree to pay.

We will extend this Benefit to include:

- a. *your* involvement in paid part-time baby-sitting;
- b. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired;
- c. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a *market*

*value* of more than \$3,000 is not covered by this policy;

- d. the non-competitive use of any scale-model, radio-controlled:
  - i. aircraft;
  - ii. watercraft;
  - iii. motor vehicle.

**If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with us, you are only entitled to payment of this benefit under one policy or section of a policy per event.**

#### 8. Natural Disaster Insurance

We will pay for loss or damage to *your contents*, but limited to the additional natural disaster sum insured shown in the *schedule*, caused by:

- earthquake;
- natural landslip;
- volcanic eruption;
- hydrothermal activity;
- tsunami;
- or fire resulting from any of these.

We will pay:

1. the difference between the cost of reinstatement and the amount received by *you* under the Earthquake Commission Act 1993 and its amendments provided that:
  - a. the Earthquake Commission has accepted liability under the Earthquake Commission Act 1993 for the loss or damage;
  - b. we shall not be liable for any excess imposed by the Earthquake Commission Act 1993; and
  - c. the total amount paid by *us* with the addition of the amount recoverable from the Earthquake Commission shall not exceed the amount that would be paid under the policy if the cause of loss was other than natural disaster.
2. for loss or damage to *your contents*, which are not covered by the Earthquake Commission Act 1993; and
3. for alternative accommodation, limited to \$5,000, providing the total physical damage claim is recoverable from the Earthquake Commission and no claim has been made under this policy. In the event that a physical damage claim is admitted under this policy the limit referred to under additional benefits will apply.

The basis for settling claims and all other policy terms and conditions will apply.





## Optional Additional Benefits

If *you* pay additional *premiums*, these options will be shown on the *schedule*:

### 9. BasicPlan Extra

Where indicated on the *schedule* that the policy is *Contents* BasicPlan Extra we will pay the cost incurred in replacement, repair or reinstatement without deduction for wear and tear or depreciation for:

1. *furniture* and *home* appliances;
2. carpets, floor-coverings blinds and drapes; and
3. jewellery;

not more than 5 years old.

For all items suffering loss or damage that are not repaired, replaced or reinstated we will pay the *indemnity value*.

If the *home* is let to anyone other than *you* we will pay the *indemnity value*.

### 10. Personal effects extension

*You* are also insured for *accidental* loss, damage or destruction not otherwise excluded by this policy occurring anywhere in New Zealand:

1. to items that are specified on the *schedule* where we shall pay up to the sum insured shown for each item; and
2. where this extension is indicated on the *schedule*, cover shall apply to *your* baggage, *personal effects*, money and *valuables*, sporting and recreational equipment and bicycles. We shall not pay more than \$2,000 for any one loss.

### 11. Food Spoilage

If *your* refrigerator or freezer in *your home* is *accidentally* damaged, or breaks down, or the power supply is *accidentally* turned off then we will:

1. pay up to \$500 to replace any spoiled food;
2. repair any loss or damage caused by the spoiled food.

## Exclusions (what *you* are not insured for)

### 1. Any excess

*You* must contribute the amount shown in the *schedule* as the excess for the first amount of any claim.

If the *home* is let to tenants other than *you* an additional excess of \$250 applies.

All excesses are cumulative.

Where a single event causes loss or damage to property or items insured by *you* with *us* under more than one policy, only one policy excess shall apply.

The amount of the excess shall be the highest excess that we could apply under any of the policies affected.

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

- i. the balance of the amount of *premium you* would have paid if *you* had instead elected to pay *your premium* annually; and
- ii. the total value of the service fees for all of the *premium* instalments.

### 2. We will not pay for:

- a. any loss of use or consequential loss;
- b. any loss of electronic data;
- c. damage to swimming and spa pools caused by hydrostatic pressure.

### 3. Loss caused by:

- a. mechanical or electrical breakdown or failure unless actual burning out occurs but always excluding lighting or heating elements, fuses or protective devices, or electrical contacts where arcing occurs in ordinary working; or
- b. defect in design or inherent fault.

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

### 4. Loss or damage caused by:

- a. wear and tear;
- b. corrosion or rust;
- c. action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration;
- d. any other gradually operating cause;
- e. insects or vermin (except opossums);
- f. defect in workmanship or any process of cleaning, renovation, repair or restoration but only in respect of the article or property that has undergone such process;
- g. lifting or moving the *home* or as a result of structural additions or structural alterations to the *home* unless we have been notified and agreed in writing;
- h. vibration or removal of support;
- i. burglary, theft, malicious or deliberate damage (unless the loss or damage results from fire or explosion) by anybody renting, living or staying in *your home*;
- j. earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these (except where cover is provided by the natural disaster insurance additional benefit), subsidence, settling, ground heave,



shrinkage or erosion;

- k. theft of outboard motors that are not securely locked to a boat, or stored in a securely locked part of a boat or in a securely locked building.

#### **5. Confiscation, War, Radioactivity, and Terrorism**

This policy does not provide cover for loss, destruction, or liability directly or indirectly caused by, arising from, is consequent upon, or arising in connection with:

- a. confiscation, destruction, acquisition, designation, or decision by government or local authorities;
- b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power;
- c. nuclear weapons, ionising radiations, or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
- d. any act of terrorism including loss, destruction, or liability directly or indirectly caused by, arising from, is consequent upon, or arising in connection with biological, chemical, radioactive, or nuclear:
  - pollution,
  - contamination, or
  - explosion.

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

#### **6. Loss of or damage to contents:**

- a. permanently removed from the *home*;
- b. removed to any place for sale, storage or exhibition;
- c. during the course of household removal including loading and unloading.

#### **7. Any sporting or recreational equipment (other than bicycles) while in use.**

#### **8. Unoccupied Home**

This policy does not provide cover for any loss:

- a. to the *contents* if the *home* is unoccupied (meaning no authorised person has slept there overnight within the last 60 days), unless we have been notified and have agreed in writing to maintain cover, and provided that:
  - i. the *home* and its lawns and gardens are kept in a tidy condition; and
  - ii. all external doors and windows are kept locked; and
  - iii. all papers and mail are collected regularly; and
  - iv. the *home* is under regular supervision.
- b. to the *contents* while the *home* is unattended, if normally used as a holiday-home or weekend home, unless requirements a.i. to a.iv. above are complied with.

However, where *you* ordinarily occupy the *home*, but *your* travel or medical commitments mean that the *home* is unoccupied for a period exceeding 60 days, we agree to maintain cover under this policy for an additional period of 30 days, provided that the requirements in a.i. to a.iv. above are met.

#### **9. The Accident Compensation Act 2001**

This policy does not provide cover for amounts that are recoverable under the provisions of the Accident Compensation Act 2001.

### **Policy Conditions**

These conditions give *you* information about this policy and *your* and *our* obligations arising from it. Some parts of this policy can cover other parties as well as *you*. To gain benefit of any cover under this policy, they must meet all the same conditions and obligations that *you* are required to meet. However, if *you* breach any conditions, no cover will apply to any other parties.

#### **1. Assignment**

*You* must not assign or attempt to assign this policy or *your* interest in this policy to any other party. *You* must not assign or attempt to assign *your* rights to any claim proceeds under this policy to any other party without *our* prior written consent.

#### **2. Breach of Policy Terms and Conditions**

No claim will be payable where any person entitled to indemnity under this policy breaches any of the terms and conditions.

Nothing in this policy affects the common law rights of either party, including *our* right to avoid the policy for non-disclosure.

#### **3. Cancellation**

We may cancel this policy at any time by sending a letter, facsimile, or e-mail to this effect to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The cancellation will take effect at 4.00 pm on the 7th day after the communication has been sent. We will refund the unused part of *your* paid *premium*.



*You* may cancel this policy by giving written notice to *us*. We will refund the unused part of *your* paid *premium* provided that *you* have not made a claim.

#### 4. Care of Insured Property

*You* must, at *your* cost or expense, take all reasonable steps to prevent loss and maintain the insured property in good repair. We will always have the right to examine *your* property. *You* must try to avoid any loss for which *you* could be held legally liable. This policy will not respond in the event that *you* are reckless or grossly negligent. Reckless or grossly negligent means that *you* have acted or failed to act in the way a reasonable person would, given the circumstances that *you* faced at the time of the loss.

#### 5. Change of Terms

In the event that we are no longer able to obtain or retain full reinsurance protection from natural disaster events covered by this policy, we may change the terms of this policy (including the excess) during the *period of cover* by sending a letter, facsimile, or e-mail advising *you* of this to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The change or changes will take effect at 4.00 pm on the 14th day after the communication has been sent.

#### 6. Claims

- a. On the happening of any event or occurrence that may give rise to a claim under this policy *you* must:
  - i. notify *us* of such event or occurrence immediately;
  - ii. take all reasonable steps to minimise the extent of loss;
  - iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;
  - iv. obtain *our* consent before proceeding with repairs;
  - v. make any damaged *contents* available for inspection by *us* and/or provide *us* with photographic evidence of any damaged *contents* should a health and safety issue warrant immediate removal or destruction;
  - vi. provide any information or assistance that we may require, including proof that *you* own the property *you* are claiming for and evidence of its value. Proof might include receipts, bank or credit card statements, valuations, photographs and contracts of sale;
  - vii. in the case of loss by theft, burglary, or

- vandalism, advise the Police immediately;
- viii. assist *us* to take any recovery action we choose to instigate against person or persons we consider are responsible for the loss; and
- ix. at *your* cost *you* must cooperate with *our* assessors, investigators, lawyers and anyone else we may appoint to help *us*, including attending meetings with them when we require *you* to.

Failure to comply with Conditions a.i. to a.ix. may result in *your* claim being declined or, if the claim has already been settled, we may require *you* to return funds paid by *us*.

- b. *You* must not, without *our* written consent, incur any expense or negotiate, pay, settle, admit, repudiate, or make any agreement in relation to any claim.
- c. We will decide the best way to advance *your* claim, including inspecting any damage, choosing the repairer or supplier, and arranging for the repair or replacement of the *contents*. If we choose to repair or replace the *contents* we will seek independent quotes from *our* approved repairers or suppliers. If *you* wish, *you* can recommend a repairer or supplier to provide a quote for consideration. We will select who is to repair or replace the *contents*, arrange for this to be done, oversee any repairs, and keep *you* informed of progress.
- d. We will be entitled, at *our* expense and in *your* name, to take any proceedings necessary to obtain relief from any other party, and to take over and conduct the defence and settlement of any claim. At *your* cost *you* must provide all reasonable assistance and cooperation.
- e. *You* authorise *us* to disclose information to third parties in relation to any claim that *you* make under this policy. *You* also authorise *us* to obtain information from third parties that is relevant to any claim that *you* make under this policy.
- f. *You* must, prior to settlement of *your* claim, complete documentation which evidences *our* settlement of *your* claim.

#### 7. Correctness of Statements and Fraud

The proposal, application, or declaration form is the basis of this contract.

All statements made or information given by *you* or on *your* behalf:

- in any proposal, application, or declaration (whether *you* have provided these statements or information verbally, or have completed,



accessed, or received versions of these documents electronically or in printed form or provided to *us* by telephone);

- in support of this policy; or
- in support of any claim;

must be complete and correct in all respects.

If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to *us*, or the statement or fraudulent claim was made to *us*. *We* may also cancel any other policy *you* have with *us*.

#### **8. Duty of Disclosure and Change of Circumstances**

*You* must tell *us* all information that a prudent insurer would consider material to a decision to issue, renew, or alter this policy, or the terms on which they would do any of these things, including the *premium* that *we* charge. *Your* duty of disclosure applies each time this policy is renewed or altered. There are serious consequences if *you* fail to tell *us* information which is material to the decision to issue, renew, or alter this policy, or the terms on which *we* did any of these things.

*You* must tell *us* immediately if, after the start of this policy, there is an increase or alteration to the risk insured. This includes any change of circumstances that affects the persons, properties, or liabilities covered by this policy. *You* must tell *us* if *you* or any member of *your* household or any person insured under this policy receives a criminal conviction.

#### **9. Governing Law**

This policy is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

#### **10. Government EQC Cover**

Where the policy insures *contents* at more than one named location, for the purposes of the Earthquake Commission Act 1993, each location is deemed to be subject to a separate contract.

#### **11. Sum Insured Adjustment at Renewal**

*We* will consider a range of factors that can influence the cost of repairing or replacing items of *contents*. As a result *we* may choose to make an adjustment to *contents* sums insured. Where *we* take this action *your* new sum insured will be shown on the renewal *schedule*, and *your premium* will be adjusted accordingly. However, *you* need to consider if *your* sum insured is sufficient for *your* situation.

#### **12. Instalment Premiums**

Where *we* have agreed to accept payment of *premium* by instalments all benefits under this policy will be forfeited from the date the first unpaid instalment was due, and *your* policy will be automatically cancelled if any *premium* instalment/s remains unpaid for 28 days.

To ensure that *you* have an opportunity to maintain cover in the event that an instalment *premium* has not been made to *us*, *we* will attempt again to collect the outstanding *premium* instalment from *your* nominated bank account.

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due.

#### **13. Joint Insureds**

Where the *schedule* shows the insured in joint names or includes the name of a Trust, then this policy is a joint policy. This means that if one of *you*, including Trustees and Beneficiaries, does or fails to do anything so that there is no cover, there will be no cover for any of *you*, not just the person responsible. *You* are each deemed to act with the express authority of each other, and have the right to make a change to the policy, make or settle a claim under the policy, or cancel the policy.

#### **14. Other Insurance**

Except for cover provided under Benefit 4 – Fatal Injury, this policy does not cover loss or liability where cover is provided by other insurance. *We* will not contribute towards any claim made under any other policy.

#### **15. Other Interests**

Where *we* have been advised of any mortgage or secured financial interest over the *contents*, *we* may make payment of any claim proceeds directly to that interested party. This will meet *our* obligations under this policy.

*We* are authorised by *you* to disclose personal information about *you* to any holder of a financial interest.

Any party recorded as having a financial interest under this policy is not covered by this policy and has no right to make a claim.