



# Goods in Transit and Storage Insurance



**mas.co.nz**  
0800 800 627

## Policy Document

# Key features of this policy

## Cover options

You can choose one of the following cover options for the transit and storage of your personal effects and household goods:

### Transit only

This option provides cover for household contents while they are in transit from point A to point B. If your property is being carried by a professional carrier our most comprehensive cover for accidental loss will be provided. If you or any other person who is not a professional carrier moves your property, it will be covered for restricted perils only.

### Storage only

This option provides cover for property being stored for long periods of time. If your property is being stored in a professional storage facility our most comprehensive cover for accidental loss will be provided. If your property is being stored in some other location, it will be covered for restricted perils only. There is no cover under this option for property in transit.

### Transit and Storage

This option provides both transit cover to the storage location and storage cover once on site. The type of cover will be determined by whether or not professionals are being used to transport and store your property (as above).

## Policy cover at a glance

Insured events	Transit		Storage		Page
	Accidental loss	Restricted perils	Accidental loss	Restricted perils	
Sudden, accidental damage	✓	X	✓	X	9
Malicious damage	✓	X	✓	✓	9
Theft following violent or forceful entry	✓	✓	✓	✓	9
Fire, lightning or explosion	✓	✓	✓	✓	9
Natural hazards	✓	✓	✓	✓	9
Overturning of the conveying vehicle	✓	✓	X	X	9
Aircraft, or other aerial or spatial devices or articles dropped by them.	✓	✓	✓	✓	9
Impact by or collision involving a vehicle	✓	✓	✓	✓	9

Additional benefits	Transit		Storage		Sub-limit	Page
	Accidental loss	Restricted perils	Accidental loss	Restricted perils		
Alternative accommodation	✓	X	X	X	\$300 per day / 30 days	10
Delayed unpacking	✓	X	X	X	Sum Insured	10
Road clearing costs	✓	✓	X	X	Sum Insured	10
Transit by sea	✓	✓	X	X	Sum Insured	10
You choose your repairer	✓	✓	✓	✓	Sum Insured	10



### Important notice

These key features of the policy are only a summary of the main terms of the policy and do not form part of the policy document or any contract with MAS. You should read the full policy terms and conditions that follow to ensure you understand all of the terms of the policy, including the conditions and limitations of the cover offered as well as your obligations to MAS.

## Items limited to a sub-limit unless specified in your policy schedule

Item	Sub-limit	Page
Unset precious stones, bullion or precious metals	\$1,000	8
Personal health items (hearing aids, dentures, glasses, etc.)	\$10,000	8
Collections	\$10,000	8
High value items including: <ul style="list-style-type: none"><li>• Sports equipment</li><li>• Portable electronic equipment for personal use</li><li>• Video cameras, photographic cameras and associated equipment for personal use</li><li>• Musical instruments</li></ul>	\$5,000	8
Bicycles	\$8,000	8
Jewellery and watches	\$8,000 per item / \$40,000 per event	8
Works of art	\$25,000	8

## Important conditions of cover

### Method of transport and storage

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You need to tell us if your property is being carried by a professional carrier or not. You must also advise if your property is being stored in a professional storage facility or not.

### Prevention of theft and burglary

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Special protective measures must be taken to ensure an additional excess is not applied at claim time. You must regularly check stored property every 90 days and make sure all windows and doors are secured to prevent theft and burglary.

### Prevention of water damage

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Special protective measures must be taken to ensure an additional excess is not applied at claim time. You must regularly check stored property every 90 days and make sure items susceptible to mould, mildew, and water damage are stored in appropriate plastic bins or bags and are stored in an elevated position and not in contact with any walls.

## Notifying us when things change

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You must tell us immediately if, at any time after the start of this policy, there are changes in circumstances that may alter the nature of the risk or increase the likelihood of a claim occurring.

Examples of a change that could make a claim more likely include but are not limited to:

1. storing property at a location other than that noted in the schedule; or
2. allowing access to your stored property to someone other than 'The Insured' noted in the schedule; or
3. if you or any other person insured under the policy commits, is charged with, or convicted of, any criminal offence.

## Cover exclusions

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There are a range of specific exclusions to the cover provided by this policy which include such things as damage or loss caused by wear and tear, rot, mildew, mould or gradual deterioration, insects, spoilage of any item that requires storage under temperature control or loss or damage to property already unpacked at the destination. There is also no cover for all perishable goods or flammable or corrosive material (refer to Section One of the policy for further details), and a number of general exclusions in Section Three of the policy.

## Your obligations

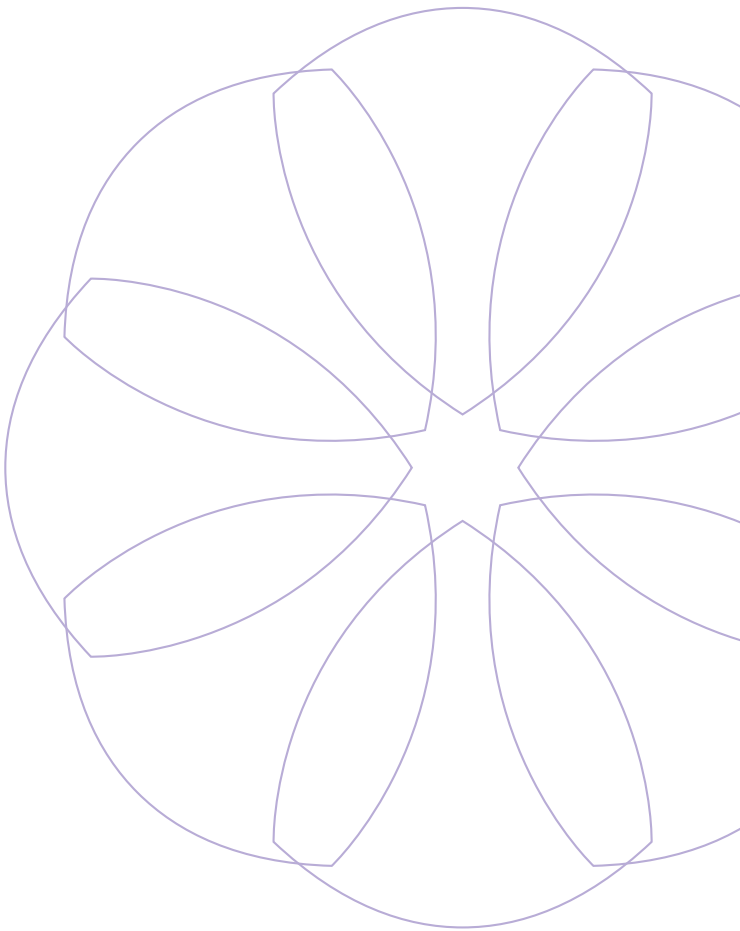
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You must act honestly when making a claim, you must contact us as soon as you can after you are aware of loss or damage giving rise to a claim, and you must cooperate with us by providing the information we seek to settle your claim.

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# Welcome

Thank **you** for choosing to entrust **us** with **your** goods in transit and storage insurance policy needs. **We** have designed this document to provide a clear understanding of **your** contract with **us**. If anything is unclear or **you** have any questions, please contact **us** on **0800 800 627**.

Please read the following document carefully. It contains important information regarding what **we** can and can't cover in **our** agreement with **you**.

## Changing your mind

If **you** are not completely happy with this **policy**, or **you** change **your** mind, please tell **us** within 30 days of it commencing. **We** will cancel **your policy** as if it had never existed and refund in full any premium **you** have paid.

Please note that this clause does not apply if a claim has been made or if **your transit** has been completed.

## Your policy and how it works

**Your policy** consists of:

1. **your application** and any other information **you** supplied to **us**; and
2. this **policy** wording; and
3. the **schedule** and any subsequent renewal advice or endorsement notices.

Once **you** have agreed to pay the premium and **we** have accepted **your application**, **we** will insure **you** under this **policy** for the **term** shown in the **schedule**. **You** cannot make a claim until **you** have paid **your** premium.

Failure to pay the premium within 30 days of the commencement of the **term** will result in this **policy** being deemed null and void from the start date of the **term**.

The words in bold in this **policy** are defined. The definitions are at the back of this document, or where they apply only to one clause, within that clause.

The headings and section introductions are for reference only and must not be used in interpreting this document.

## Your duty of disclosure

When arranging, amending or renewing this **policy**, **you** have a legal duty of disclosure. **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; and
2. the premium or other terms and conditions of the insurance, including the **excess**.

If **you** breach this duty, **we** may decline to pay all or part of **your** claim, or **your policy** cover may be cancelled as if it had never existed.

When in doubt, disclose. **We** treat all information confidentially.

## Change in circumstances

**You** must tell **us** immediately if, at any time after the start of this **policy**, there are changes that may alter the nature of the risk or increase the likelihood of a claim occurring (a **change in circumstances**).

Examples of a **change in circumstances** may include (but are not limited to):

1. storing **property** at a location other than that noted in the **schedule**; or
2. allowing access to **your** stored goods to someone other than 'The Insured' noted in the **schedule**; or
3. if **you** or any other person insured under the **policy** commits, is charged with, or convicted of, any criminal offence.

After **you** have told **us** about a **change in circumstances**, **we** may amend the premium and/or other terms and conditions of this **policy**.

If **you** are in any doubt, **you** should disclose information, whether or not **we** have asked questions that relate to it. If **we** are not told about a **change in circumstances**, **we** will be entitled to decline any claim and **we** may cancel this **policy** from the date of the change.

## Take reasonable care

**You**, and anyone else covered under this **policy**, must take reasonable care to avoid circumstances that may result in a claim and take all necessary action to minimise claim costs.

**Your** claim or that of any other person covered under this **policy** will not be covered if **you** or they are reckless or grossly irresponsible.

**Your property** must be locked and the keys removed when unattended.

## Proof of ownership

**We** may request proof of ownership or justification of value of any item at policy inception or claim time. It is important **you** keep receipts or valuations, as well as photos of items such as jewellery, antiques or artworks, to ensure **we** can apply an appropriate value should a claim arise.



## Interested parties

**You** must tell **us** if any party or entity, such as a bank or finance company, has a financial interest in any of the **property** insured under this **policy**.

**We** may pay all or part of the claim proceeds to them, and any such payment satisfies **our** obligations to **you** in respect of that payment.

By notifying **us** of the interested party, **you** authorise **us** to disclose personal information about **you** to this party. A party who **we** record as having a financial interest under this **policy** is not insured by this **policy** and has no rights to claim directly under this **policy**.

If the **property** is owned by anyone other than **you**, such as the trustee(s) of a family trust, **you** must notify **us** so **we** can ensure that the correct party(s) or entity(s) are named as 'The Insured' in the **schedule**.

## Cancellation

**You** can cancel your **policy** at any time by emailing **us** at [info@mas.co.nz](mailto:info@mas.co.nz) or by contacting **us** by phone. We'll refund the unused portion of **your** premium.

**We** can cancel **your policy** at any time during the **term**. **We** will send **you** notice of cancellation to **your** last known postal or email address at least 30 days before the cancellation takes effect. We'll refund the unused portion of **your** premium.

If **you** have not paid the premium within 30 days of the start of the term, **we** will cancel your policy without giving **you** further notice.

## Fair Insurance Code

**We** are members of the Insurance Council of New Zealand (ICNZ), an organisation that promotes a code of practice among its members called the Fair Insurance Code.

The code sets out some of **your** rights when dealing with **us**. If **we** fail to comply with the Fair Insurance Code, **we** can be reprimanded, fined or expelled from the ICNZ. **We** view the Fair Insurance Code guidelines as a minimum only and encourage **you** to read the code to understand **your** rights and responsibilities when dealing with **us**. Please contact **us** if **you** would like to receive a copy of the code, alternatively, it can be accessed at: [icnz.co.nz](http://icnz.co.nz)

## Insurance Claims Register

The Insurance Claims Register (**The Register**) is a database of insurance claims to which **we** have access. It is operated by Insurance Claims Register Limited, PO Box 474, Wellington.

The purpose of **The Register** is to check prior claims histories and to prevent fraudulent claims.

**We** provide this insurance to **you** on the basis that **you** authorise **us** to:

1. obtain details about **your** prior claims from **The Register**; and
2. provide to **The Register** details of **your** claims with **us**.

**You** have rights of access to, and correction of, **your** personal information on **The Register** under the Privacy Act 2020.

## Setting the sum insured

It is **your** responsibility to ensure the **sum insured** under **your policy** is adequate.

It is important **you** review **your sum insured** at every renewal and advise **us** of adjustments as required.

# Policy Introduction

## Storing and transporting your property

Special conditions apply to this **policy** when **your property** is being transported or stored. **You** must comply with all the following conditions before any claims will be accepted.

### Method of transit

Where a **professional carrier** is moving **your property**, **you** are covered for **accidental loss**. If **you** move **your property** yourself, or do not use a **professional carrier** specialising in the transport of the items **you** are insuring, **your** cover will be limited to **restricted perils**.

### Method of storage

Where **your property** is being stored in a **professional storage facility**, **you** are covered for **accidental loss**. If **you** store **your property** yourself, or do not use a **professional storage facility**, **your** cover will be limited to **restricted perils**.

### Prevention of theft and burglary

An additional **excess** of \$5,000 applies to **loss** to **your property** caused by burglary, **theft**, attempted **theft** or malicious persons unless the following protection measures are taken:

1. The storage location is inspected inside and out by **you** or another person authorised by **you** at least every 90 days; and
2. All doors are locked and all windows secured at the storage location at all times.

### Prevention of water damage

An additional **excess** of \$5,000 applies to **loss** to **your property** caused by water damage unless the following protection measures are taken:

1. The storage location is inspected inside and out by **you** or another person authorised by **you** at least every 90 days; and
2. All clothing, linen, and other items susceptible to mould, mildew, and water damage are stored in appropriate plastic bins or bags; and
3. All soft furnishings, clothing, linen, and other items susceptible to mould, mildew, and water damage are stored in an elevated position, such as on pallets, and are not in contact with any walls.

## Your property

It is important to understand the **property** that has cover under this **policy** – and what doesn't. **You** may require a house policy or other insurance policy for **uninsured property**, or **you** may need to tell **us** about particular items before **we** provide full cover – if **you** are unsure, please contact **us**.

What is covered by this **policy**:

### 1. Household contents

- (a) Furniture, furnishings, home appliances, household goods, and **personal effects**; and
- (b) Loose floor coverings, including mats, rugs or runners; and
- (c) Portable saunas and spa pools; and
- (d) Mobility scooters, children's motorbikes not exceeding 50cc, electric wheelchairs, domestic garden appliances including **ride-on mowers**, and golf carts; and
- (e) **Watercraft** (including all trailers, parts and accessories in or on the vessel) worth no more than \$2,000 unless **we** have agreed to a higher value in advance and this is noted in the **schedule**; and
- (f) Parts or accessories of any:
  - **watercraft**; or
  - **vehicle**, motor cycle, quad bike, utility task vehicle (UTV), all-terrain vehicle (ATV), motor scooter, trailer, caravan; or
  - aircraft or other aerial devicethat are not in it or attached to it.

What is covered by this **policy** but restricted to a sub-limit unless **specified** in the **schedule**:

1. Unset precious stones, bullion or precious metals in any other form are limited to \$1,000 (excluding **specified** items) per **event** unless **specified** in the **schedule**.
2. **Collections** are limited to \$10,000 (excluding **specified** items) per **collection** unless **specified** in the **schedule**.
3. High value items including:
  - (a) sports equipment and;
  - (b) portable electronic equipment for personal use, including but not limited to computers, laptops, tablets, smartphones and cell phones; and
  - (c) video cameras, photographic cameras and associated equipment for personal use, and
  - (d) musical instruments; andare limited to \$5,000 per item unless **specified** in the **schedule**.
4. For bicycles the most **we** will pay is \$8,000 per item per **event** unless **specified** in the **schedule**.
5. Jewellery and watches are limited to \$8,000 per item and \$40,000 (excluding **specified** items) per **event** unless **specified** in the **schedule**.
6. Works of art including:
  - (a) any artwork, painting, or picture; and
  - (b) any ornament, sculpture, or antique (including furniture); and
  - (c) any collectable or other art object,are limited to \$25,000 per item unless **specified** in the **schedule**.
7. **Personal health items** are limited to \$10,000 per item, unless **specified** in the **schedule**.

What is not covered by this **policy**:

1. **Uninsured property**

- (a) **Household contents** that are located outside of New Zealand except for the cover provided under the 'Transit' Section; and
- (b) Any **land**, earth or fill; and
- (c) Any live trees, lawns, shrubs or plants; and
- (d) Any living creatures including livestock and domestic pets; and
- (e) Motor **vehicles**, motor cycles (other than a children's motorbike not exceeding 50cc), quad bikes, ATVs, UTVs, motor scooters, trailers or caravans and their parts or accessories that are in or attached to them, unless **we** have agreed in advance and this is noted in the **schedule**; and
- (f) Aircraft or other aerial devices and their parts or accessories that are in or attached to them, unless **we** have agreed in advance and this is noted in the **schedule**; and
- (g) Any property used for professional or business purposes, unless **we** have agreed in advance and this is noted in the **schedule**; and
- (h) The following items whilst in storage (and any **loss** caused to other **property** due to storage with any of these items):
  - any flammable liquid or gas; and
  - any corrosive chemical or nitrate; and
  - tobacco or cigarettes; and
  - paint; and
  - perishable goods.



# Section One:

## Loss to your property

### Loss to your property

What is covered by this **policy** if noted in the **schedule**:

#### 1. Transit

(a) If 'Accidental Loss' cover type is shown in the **schedule**, **you** are covered for sudden **accidental loss** to **your property** whilst in **transit** during the **period of transit** between places within New Zealand, from New Zealand to an Australian location, or from an Australian location to New Zealand.

(b) If 'Restricted Perils' cover type is shown in the **schedule**, **you** are covered for **accidental loss** caused by:

- Natural hazards
- Fire, lightning or explosion
- Theft following violent or forceful entry
- Impact by or collision involving a **vehicle**
- Overturning of the conveying vehicle
- Aircraft, or other aerial or spatial devices or articles dropped by them

to **your property** whilst in **transit** during the **period of transit** between places within New Zealand, from New Zealand to an Australian location, or from an Australian location to New Zealand.

#### 2. Storage

(a) If 'Accidental Loss' cover type is shown in the **schedule**, **you** are covered for sudden **accidental loss** to **your property** whilst in storage during the **term** and in New Zealand.

(b) If 'Restricted Perils' cover type is shown in the **schedule**, **you** are covered for **accidental loss** caused by:

- Natural hazards
- Fire, lightning or explosion
- Theft following violent or forceful entry
- Malicious damage
- Impact by or collision involving a **vehicle**
- Aircraft, or other aerial or spatial devices or articles dropped by them

to **your property** whilst in **storage** during the **term** and in New Zealand.

Under all cover type options, **you** are not covered for:

1. loss of use, consequential loss, depreciation or loss of reduction or value whether or not following repair; or
2. delay, unless covered by the 'Temporary Accommodation' automatic additional benefit; or
3. **loss** directly or indirectly arising from, or in any way related to, the presence or penetration of moisture or water into the storage facility or location because of any aspect of its design, construction, or alteration, including due to poor workmanship, or of materials used in its construction or alteration; or
4. rot, mildew or gradual deterioration; or
5. **loss** due to fault, defect, error or omission in design or construction; or
6. defects or damage to **your property** existing at the start of the **term**; or
7. **loss** caused by or due to:
  - (a) wear and tear; or
  - (b) scratching, chipping or denting; or
  - (c) subsidence, erosion, shrinkage or expansion of **land**; or
  - (d) settling, warping or cracking caused by earth or other movements; or
  - (e) water entering the storage facility or location because any external element such as a window or door, roofing material or cladding has been removed by **you** or any other person; or
8. **loss** caused by or due to:
  - (a) wear and tear, corrosion, or rust; or
  - (b) mechanical and electrical breakdown or failure; or
  - (c) defects in workmanship; or
  - (d) any process of cleaning, renovation or restoration; or
  - (e) insects, rodents or vermin (other than possums),

These exclusions apply only to the **property** first affected. They do not apply to any resultant **accidental loss** to other parts of the **property**; or
9. intentional **loss**; or
10. **theft** of any item by:
  - (a) any person who normally lives with **you**; or
  - (b) any temporary guest.

11. loss of tone of any musical instrument; or
12. spoilage or degradation of any items that require temperature control whilst in storage; or
13. **loss** or damage to **property** already unpacked at the **destination**.

Please also see Section Three: General Exclusions for other circumstances in which cover does not apply.

## Automatic additional benefits

The following benefits are automatically included in addition to the standard cover for **your property** in **transit** or storage. Unless specifically noted otherwise, the sub-limits are in addition to any **policy sum insured** that may be noted in the **schedule**.

### Alternative accommodation

1. If **your schedule** shows 'Transit' cover and **your household contents** are being transported by a **professional carrier** to a new house **you** will be living in, and they do not arrive on the intended delivery date as noted in the **schedule**, **we** will extend **your policy** to include cover for the reasonable costs incurred for **you** and **your family** to temporarily reside elsewhere.
2. **We** will cover these costs until:
  - (a) **your household contents** have been delivered; or
  - (b) **we** have paid **your** claim; or
  - (c) 30 days total alternative accommodation has been incurred.
3. The most **we** will pay is \$300 per day, irrespective of the total cost of alternative accommodation.

### Delayed unpacking

1. If **your schedule** shows 'Transit' and 'Accidental Loss' cover, **your policy** is extended to include **loss** discovered on unpacking up to 30 days following delivery.
2. **We** will not cover any **loss** if the packaging showed signs of dampness, wetness, or staining when delivered to the **destination** and **you** did not open the packaging immediately.

### Road clearing costs

1. If **your schedule** shows 'Transit' cover, **we** will cover the reasonable costs **you** are legally liable for to remove debris from any road or parking area following an **event** for which **we** have accepted a claim under this **policy**.

## Transit by sea

1. If **your schedule** shows 'Transit' cover, and **your property** is being transported by sea, **your policy** is automatically extended to include the following losses:
  - (a) stranding, sinking, burning, grounding, or collision of the vessel with any object other than water; and
  - (b) discharge at a port of distress; and
  - (c) jettison, washing overboard, and deliberate **loss** or damage incurred to prevent the **loss** of a ship and/or its cargo.
2. **You** are also covered for salvage charges recoverable against **you** in connection with **your property** as a result of deliberate **loss** or damage incurred to prevent the **loss** of a ship and/or its cargo.

## You choose your repairer

1. If **we** have accepted a claim under this **policy** and **your property** is repairable, **you** are entitled to select a repairer of **your** choice.
2. If **you** select **your** own repairer, **we** will not be liable to pay more than the repair cost as estimated by an appropriately qualified party appointed by **us**.
3. If **you** select a repairer approved by **us**, **we** will guarantee the quality of the repairs completed under the claim, subject to the terms and conditions of this **policy** and provided any claim under this guarantee is made while **you**:
  - (a) own the **property**; and
  - (b) continue to insure the **property** with **us**.

## What you will receive

The following section outlines when **we** will choose to **repair or replace your property**, and what **you** can expect to receive once **your** claim has been accepted by **us**.

### How we will settle your claim

**We** have the sole right to settle **your** claim, or any part of **your** claim, by choosing one or more of the options below.

Subject to any limits **we** will, at **our** option:

1. pay the reasonable costs to **repair or replace** the item or **property** as and when costs are incurred, in accordance with this **policy**; or
2. pay **you** the cost that is reasonably required to **repair or replace** the item or **property** as estimated by an appropriately qualified party appointed by **us**.

## Limits to what we will pay

1. For:

- (a) money, negotiable securities and credit cards; and
- (b) certificates and documents of any kind; and
- (c) unset precious stones, bullion, or precious metals in any other form (unless **specified** in the **schedule**),

the most **we** will pay for any **event** is \$1,000.

2. For a **collection**, the most **we** will pay is \$10,000 (excluding **specified** items) per **event** unless **specified** in the **schedule**.

3. For:

- (a) sports equipment; and
- (b) personal electronic equipment, including, but not limited to computers, laptops, tablets, smartphones and cell phones; and
- (c) video cameras, photographic cameras and associated equipment; and
- (d) musical instruments; and

the most **we** will pay is \$5,000 per item unless **specified** in the **schedule**.

4. For bicycles the most **we** will pay is \$8,000 per item per **event** unless **specified** in the **schedule**.

5. For jewellery and watches, the most **we** will pay is \$8,000 per item and \$40,000 (excluding **specified** items) per **event** unless **specified** in the **schedule**.

6. For any:

- (a) artwork, painting, or picture; and
- (b) ornament, sculpture, or antique (including furniture); and
- (c) collectable or other art object,

the most **we** will pay is \$25,000 per item unless **specified** in the **schedule**.

7. **Personal health items** are limited to \$10,000 per item, unless specified in the schedule.

8. **We** will not pay to replace undamaged items forming part of a pair, set, **collection** or otherwise.

9. The most **we** will pay in total:

- (a) for any item or **collection specified** in the **schedule** is the **specified item sum insured**; and
- (b) for **loss to your property** for any one **event** is the **sum insured**.

## Section Two:

# General Exclusions

The following exclusions are applicable to all sections of this **policy** wording

### Asbestos

**You** are not covered for legal liability claims in relation to losses connected in any way with asbestos.

### ACC

There is no cover under this **policy** for costs, compensation, or any other amounts or payments that can be recovered under the provisions of the Accident Compensation **Act** 2001.

### Civil commotion/riot

There is no cover under this **policy** for **loss** or liability and defence costs connected in any way with civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, military or usurped power.

### Communicable disease – Liability

There is no cover under this **policy** for any **loss**, liability, damage, compensation, injury, sickness, death, expense or any other amount incurred by **you**, directly or indirectly arising out of, or in any way connected with:

- (a) a **communicable disease**, or
- (b) the actual or perceived fear or threat of a **communicable disease**

regardless of any other cause or **event** contributing concurrently to a **communicable disease**.

### Communicable disease – Physical damage

There is no cover under this **policy** for any **loss**, damage, liability, or expense directly or indirectly arising out of, or in any way connected with:

- (a) a **communicable disease**, or
- (b) the actual or perceived fear or threat of a **communicable disease**

regardless of any other cause or **event** contributing concurrently to a **communicable disease**.

### Confiscation

There is no cover under this **policy** for any **loss** or liability directly or indirectly arising from or in any way related to confiscation, requisition, acquisition, destruction or damage to property by the order of the Government or a local authority, unless for the controlling of a peril covered under this **policy**.

### Cyber – Liability

There is no cover under this **policy** for any **cyber loss**.

### Cyber – Physical damage

There is no cover under this **policy** for any **loss**, damage, or expense directly or indirectly arising out of or in any way connected with:

- (a) the functionality, availability or operation of a **computer system**.
- (b) the loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount relating to the value of such **data**.

The exclusion for a **computer system** does not apply to any physical damage to a **computer system** and any other consequential losses as a direct result of any physical damage.

### Excess

1. Unless specifically stated otherwise under another part of this **policy**, **you** are not covered for any applicable **excesses**.
2. The applicable **excesses** will be deducted from the amount of **your** claim.

### Modifications

There is no cover under this **policy** for any **loss** or liability directly or indirectly arising from or in any way related to the modification, removal or replacement of any component, part or aspect of the insured **property** from the manufacturer's standard or optional extra specifications unless **we** have agreed to the modification in advance and it is noted in the **schedule**.

### Nuclear risk

There is no cover under this **policy** for any **loss** or liability directly or indirectly arising from or in any way related to:

- (a) nuclear weapons material; or
- (b) the operations of a nuclear power plant; or
- (c) ionising radiation or contamination by radioactivity from:
  - any nuclear waste; or
  - the fusion or fission of nuclear fuel.

### Terrorism

There is no cover under this **policy** for any **loss** or liability directly or indirectly arising from or in any way related to **terrorism**.

### War

There is no cover under this **policy** for any **loss** or liability directly or indirectly arising from or in any way related to war, invasion, act of foreign enemy, warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.

# Section Three:

## General Conditions

The following conditions are applicable to all sections of this **policy** wording and must all be met before **we** will pay any claim under this **policy**.

### Alteration of terms

**You** may make changes to this **policy** at any time by giving **us** notice. **We** must agree to the changes in writing before the alteration takes effect. Any such changes will be at **our** sole discretion. Changes may affect the premium and/or other terms and conditions of this **policy**.

**We** may alter the terms of this **policy** during the **term**:

1. where there has been a **change in circumstances**; or
2. to ensure ongoing compliance with relevant law and legislation; or
3. if **we** are no longer able to secure reinsurance protection for perils covered by this **policy**; or
4. where the change is otherwise considered reasonably necessary to protect **our** legitimate interests.

**We** will send written notice of any amended terms to **your** last known postal or email address at least 14 days before the changes take effect.

If **you** disagree with the changes to **your policy**, **you** may cancel the **policy** with effect from the date of the proposed changes by notifying **us**. **We** will refund any premium due to **you** based on the period of the **term** that **you** have not used. **We** may retain a minimum premium charge for the time cover has been in place.

### Betterment

If **we** choose to **repair or replace your property** and this results in an improvement to **your property** beyond **your** entitlement under this **policy**, **you** must pay for the value of that improvement before **repair or replacement** commences.

### Breach of conditions

If **you**, or any other person **we** insure under this **policy** breaches any of the conditions of this **policy**, **we** may at **our** sole discretion:

- (a) decline or reduce any claim; or
- (b) declare this **policy** to be void or unenforceable.

### Goods and Services Tax (GST)

All **sum insured** values, **policy** limits, and **excesses** include GST

### Governing law

This **policy** is governed by the laws of New Zealand and the courts of New Zealand have exclusive jurisdiction in relation to any issues, disputes or claims arising under or in relation to it.

### Joint insurance

If more than one person or entity is insured under this **policy**, they are insured jointly. A breach of the **policy** by one of them is a breach by all.

### Making a claim

1. **You** must:

- (a) tell **us** as soon as **you** are aware of any circumstances that could lead to a claim or any **loss** or liability possibly covered under this **policy**. Please telephone **us** on **0800 800 627**; and
- (b) take all reasonable steps to minimise **your loss** or liability, and try to avoid any further **loss** or liability; and
- (c) complete **our** claim form in full, if requested; and
- (d) allow **us** to investigate and inspect the **loss** or liability; and
- (e) provide reasonable justification for any claim, and any other information or assistance that **we** need; and
- (f) act reasonably and cooperate fairly in **your** communications and dealings with **us**; and
- (g) give **us** permission to obtain personal information that relates to **your** claim held by any other party, and give any such third party permission to disclose any such information; and
- (h) give **us** permission to provide personal information that relates to **your** claim held by **us** to any other party to assist with the settlement of **your** claim; and
- (i) forward to **us** all relevant information and correspondence; and
- (j) lay a complaint with the police if **you** suspect a crime has been committed, and provide **us** with a copy of the police complaints acknowledgement form, and if requested any other police reports in relation to the circumstances in which any claim arises; and
- (k) take reasonable steps to obtain details of any other person, **property** or **vehicle** in the circumstances giving rise to the claim, and any witnesses to the **event** giving rise to the claim.

2. **You** must not:

- (a) dispose of **your property** being claimed for without **our** permission; or



- (b) start any repairs without **our** permission, unless required to limit further **loss**; or
- (c) admit responsibility for any **loss** or liability; or
- (d) say or do anything that may prejudice **our** ability to defend any claim made against **you**, or make recovery for the **loss** from any other person who may be responsible for it.

3. **You** have a right to:

- (a) access the information that **we** relied on in evaluating **your** claim; and
- (b) ask **us** to correct any mistakes or inaccuracies in that information.

**We** may withhold the information **we** have relied on in evaluating **your** claim from **you** in some circumstances. If **we** do this, **we** will give **you** reasons. **You** can request these reasons in writing, and **you** can request a review of **our** reasons through **our** complaints procedure or, in some circumstances, the Privacy Commissioner on 0800 803 909 or [privacy.org.nz](http://privacy.org.nz).

4. After **you** have made a claim:

- (a) **we** have the sole right to act in **your** name and negotiate, defend or settle any liability on **your** behalf, at **our** own expense. **We** may appoint **our** own lawyers to defend the matter who will report it to **us**; and
- (b) **we** may pay the maximum amount payable under Section Two of this **policy** (or any lesser amount for which the liability can be settled) plus the legal costs and expenses incurred to date. This will satisfy **our** obligations under Section Two of this **policy** in full; and
- (c) **we** may take over in full any legal rights of recovery that **you** have. **You** must assist **us** in doing this, including, without limitation, providing documents and other evidence and attending court hearings if required; and
- (d) if **your** claim relates to damaged **property**, **we** are entitled to retain possession of the damaged **property** and to deal with salvage in a reasonable manner. **You** cannot abandon **property** to **us**; and
- (e) if any lost or stolen **property** for which **we** have paid a claim is later found or recovered, **you** must: tell **us** immediately; and return the **property** to **us** if **we** request; and
- (f) **you** must reimburse **us** if **you** receive any money from any person ordered to make reparation to **you** in relation to a claim **we** have paid.

5. When a catastrophe or natural hazard strikes, **we** may receive a large number of claims. **We** will:

- (a) use **our** best efforts to meet all of **our** commitments in the Fair Insurance Code; and
- (b) respond as quickly as possible and in a professional, practical and compassionate manner; and

- (c) update **you** at least once every 20 business days until **your** claim is resolved; and

- (d) prioritise **our** service for **our** most vulnerable Members.

6. If **your** claim is dishonest or fraudulent in any way, **we** may decline **your** claim, wholly or partially and, at **our** discretion, declare that this **policy** is void and unenforceable from the date of the dishonest or fraudulent act.

## Other insurance

1. **You** must notify **us** immediately of any other insurance policy that covers **you** for any of the risks covered under this **policy**.
2. If any other insurance policy exists, **we** will only pay over and above the amount payable under that other policy.

## Policy compliance

Before **we** pay any claim under this **policy**, **you** must:

- (a) comply with all its terms; and
- (b) pay any outstanding premium.

All statements and answers, whether by **you** or anyone else, must be true when **you**:

- (a) apply for or renew this **policy**; and
- (b) notify **us** regarding any change in circumstances; and
- (c) make any claim under this **policy**.

These conditions apply to anyone else who may be entitled to claim under this **policy**.

## Policy renewal

1. This insurance is for the **term** shown in the **schedule**.  
**We** may offer to renew it for a further **term** at **our** sole discretion. **We** may choose not to offer to renew **your policy** where **we** consider there are reasons why it is not in **our** interests to do so, including, for example, where:
  - (a) **you** have failed to meet the obligations of the 'Your duty of disclosure' clause or 'Change in circumstances' clause in the Welcome Section of this **policy**; or
  - (b) a **change in circumstances** results in **you** or **your property** no longer meeting **our** underwriting qualifying criteria; or
  - (c) **you** have failed to meet the obligations of the 'Policy compliance' clause in the General Conditions Section of this **policy**; or
  - (d) **you** have acted fraudulently or dishonestly; or
  - (e) **you** have breached **your** duty of utmost good faith to **us**; or
  - (f) the product has been discontinued.
2. If **we** offer to renew **your policy**, **you** will receive an offer from **us** before the **term** expires. This offer may have terms and conditions that differ from the previous **term**. For example, **we** may adjust **your sum insured** for inflation, depreciation, changes in repair costs or market costs of materials (as determined by **us**). **You** are solely responsible for ensuring that the **sum insured** is sufficient to meet **your** needs.
3. **We** will notify **you** of changes however it is **your** responsibility to read the **policy** wording and review **your schedule** and invoice before paying the premium for the new **term**. If **you** disagree with the changes to **your policy**, **you** may lapse the **policy** with effect from the expiry date of the current **term** by notifying **us**.
4. **You** must pay the premium for the new **term** before the current **term** expires. Failure to do so will result in the **policy** lapsing on the expiry date of the current **term**.

## Progress claim payments

1. In the event of a **loss** giving rise to a claim under this **policy**, **we** will make progress claims payments on receipt of acceptable evidence of **your** insured **loss**.
2. If the progress payments exceed the total value of **loss** once known, **you** will be required to immediately refund the difference between the amount of adjusted **loss** and the balance of payments actually made.

# Section Four:

## Definitions

The following words have special meaning within this **policy** wording and have been defined below to assist in **your** understanding of the **policy** terms and conditions.

The definitions apply to the plural and to any derivatives of those words. For example, the definition of 'accidental' also applies to the words 'accident', 'accidentally' and 'accidents'.

### Accidental

Means unintended and unexpected by **you** and any other person insured under this **policy**.

### Act

Means an Act of Parliament and any substitution of, amendment to, or replacement of that Act and any statutory regulation made under that Act.

### Application

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

### Betterment

Means that once the **property** is **repaired or replaced**, it is not 'substantially the same' as the **property's** condition immediately prior to the **loss**, if, without limitation, the size, dimensions, shape, functionality, materials or qualities of the **property** are materially improved from the **property's** characteristics immediately prior to the **loss**.

### Change in circumstances

Means any change that may alter the nature of the risk or increase the likelihood of a claim occurring.

### Collection

Means a number of individual items that have been gathered according to some unifying principle or orderly arrangement. This includes but is not limited to a collection of books, card, coins, stamps or curios. This does not include jewellery or artworks.

### Communicable disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - for the purposes of the liability exclusion, the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage

to human health, human welfare or property damage; or

- for the purposes of the physical damage exclusion, the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### Computer system

Means:

- For the purposes of the cyber liability exclusion, any computer, hardware, software, information technology and communications system, electronic device including any similar system, and any associated input, output, data storage device, networking equipment or back up facility.
- For the purposes of the cyber physical damage exclusion, any computer, hardware, software, communications system, electronic device (including smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system, and any associated input, output, data storage device, networking equipment or back up facility.

### Cyber incident

Means a single or a series of related:

- unauthorised or malicious acts, regardless of time and place, or the threat or hoax;
- failures to act, any errors or omissions or accidents; or
- breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any **computer system** or any **data** by any person or group(s) of persons.

### Cyber loss

Means any **loss**, damage, liability, injury, compensation, sickness, death, expense or any other amount incurred by **you** directly or indirectly arising out of or in any way connected with any **cyber incident**.

### Data

Means information, facts, concepts, code or any other information that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

## Destination

Means the final place to which **your property** is to be delivered as noted in **your** contract with the **professional carrier**, or when transporting the **property** personally, the final address to which **your property** is to be delivered, as disclosed to **us**.

## Event

Means one incident, or a series of linked incidents causing **loss** that arise from one source or original cause.

## Excess

Means the amount shown in the **schedule** that **you** must contribute as the initial payment towards the cost of each and every claim under the **policy**.

## Family

Means any family member or dependant who normally resides with **you**.

## Household contents

Means:

- (a) furniture, furnishings, home appliances, household goods, and **personal effects**; and
- (b) loose floor coverings, including mats, rugs or runners; and
- (c) portable saunas and spa pools; and
- (d) mobility scooters, children's motorbikes not exceeding 50cc, electric wheelchairs, domestic garden appliances including **ride-on mowers**, and golf carts; and
- (e) **watercraft** (including all trailers, parts and accessories in or on the vessel) worth no more than \$2,000 unless **we** have agreed to a higher value in advance and this is noted in the **schedule**; and
- (f) parts or accessories of any:
  - **watercraft**; or
  - **vehicle**, motor cycle, quad bike, utility task vehicle (UTV), all-terrain vehicle (ATV), motor scooter, trailer, caravan; or
  - aircraft or other aerial device,that are not in it or attached to it.

## Incidental storage

Means the temporary storage of **your property** by the **professional carrier** during the ordinary course of **transit**. It does not include storage **you** have specifically requested.

## Land

Means ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which form an integral part of the ground.

## Loss

Means physical loss, physical damage or physical destruction occurring during the **term**.

## Natural hazard

Means an earthquake, hydrothermal activity, a landslide, a tsunami, volcanic activity, a flood, a storm, or a natural hazard fire. However, the normal action of wind or water causing gradual erosion (including, for example, coastal erosion, bank erosion, and sheet erosion) is not a natural hazard.

## Period of transit

If **your schedule** shows 'Accidental Loss' this means the period commencing from the time when the **professional carrier** starts packing or loading **your property** into the conveying vehicle, continuing through the ordinary course of **transit**, including any **incidental storage** during the **transit**, and ending when **your property** is unloaded from the conveying vehicle and placed inside or outside the **destination**.

If **your schedule** shows 'Restricted Perils' this means the period commencing from the time **your property** has been loaded into the conveying vehicle for the purpose of **transit**, continuing through the ordinary course of **transit**, and ending when the conveying vehicle arrives at the **destination**.

## Personal effects

Means items that are normally worn by, or carried on **you**. Examples of these items include, but are not limited to clothing, footwear, jewellery including watches, cosmetics and toiletries, and personal health items. Personal effects does not include sporting equipment such as bicycles, or musical instruments.

## Personal health item

Means any individual contact lens or hearing aid, dentures, prescription glasses, walking sticks and frames, and wheelchairs.

It excludes bone anchored hearing aids, cochlear implants, dental implants, implantable contact lenses or any components or parts of a personal health item that require surgical implantation (independent external components exempted) and does not include medical examination, tests or treatment costs.

## Policy

Means a contract consisting of:

- **your application** and any other information **you** supplied **us**; and
- this policy wording; and
- the **schedule** and any subsequent renewal advices or endorsement notices.

## Professional carrier

Means a transport operator specialised in carrying **household contents**; for overseas shipments this means a specialised freight forwarder. A general freight transporter or freight forwarder not specialising in the relocation of **household contents** is not considered a professional carrier.

## Professional storage facility

Means a commercially operated storage facility not owned or occupied by **you** and in respect of which a fee for storage is paid.

## Property

Means **your household contents** including any **specified** items and **personal health items**, that are owned by **you**, **your spouse** or any member of **your** family who normally resides with **you**. It does not include **uninsured property**.

## Repair or replace

Means:

- The repair of any item of **property**, or at **our** option, the replacement of the item of **property** with the nearest equivalent item available in New Zealand that is 'substantially the same' as, but not better or more extensive than the condition when new; and
- where parts or a 'substantially the same' replacement are unavailable within New Zealand, the replacement of the item of **property** with the nearest equivalent item available in New Zealand that is substantially the same as, but not better or more extensive than the condition when new, as estimated by an appropriately qualified party appointed by **us**.

An item of **property** will be considered 'substantially the same' if, without limitation, its type, specification, or standard are not materially different from the item of **property's** characteristics immediately prior to the **loss**. The nearest equivalent item may be a different brand.

## Restricted perils

Means for Transit cover **accidental loss caused by**:

- Natural hazards
- Fire, lightning or explosion
- Theft following violent or forceful entry
- Impact by or collision involving a **vehicle**
- Overturning of the conveying vehicle
- Aircraft, or other aerial or spatial devices or articles dropped by them.

Means for Storage cover **accidental loss caused by**:

- Natural hazards
- Fire, lightning or explosion
- Theft following violent or forceful entry
- Malicious damage
- Impact by or collision involving a **vehicle**
- Aircraft, or other aerial or spatial devices or articles dropped by them.

## Ride-on mower

Means a cabin-less lawn mower upon which **you** sit and control with a steering device with a front or middle mounted cutting deck including a covering that shelters the blade.

## Schedule

Means the most recent schedule **we** have issued to **you**.

## Specified

Means an item or **collection** individually listed in the **schedule** with a corresponding **specified item sum insured**.

## Specified item sum insured

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

## Spouse

Means **your** husband or wife, civil union partner, or person with whom **you** are in a de facto relationship as defined in the Property (Relationships) Amendment **Act** 2001.

## Sum insured

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

## Term

Means the period of this **policy** shown in the **schedule** and for any subsequent period that **we** may agree.

## Terrorism

Means an act including, but not limited to, the use of force or violence and/or the threat thereof, 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 which is committed 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 section of the public in fear.

## Theft

Means **loss** caused by the unlawful taking or attempted taking of the **property** with the intention to deprive the owner of possession, whether temporarily or permanently.

## Transit

Means the movement of **your property** between the 'Travel Start Location' and 'Travel End Location' as shown in the **schedule**.

## Uninsured property

Means:

- **household contents** that are located outside of New Zealand except for the cover provided under the 'Transit' Section; and
- any **land**, earth or fill; and
- any live trees, lawns, shrubs or plants; and
- any living creatures including livestock and domestic pets; and
- motor **vehicles**, motor cycles (other than a children's motorbike not exceeding 50cc), quad bikes, ATVs, UTVs, motor scooters, trailers or caravans and their parts or accessories that are in or attached to them, unless **we** have agreed in advance and this is noted in the **schedule**; and



- aircraft or other aerial devices and their parts or accessories that are in or attached to them, unless **we** have agreed in advance and this is noted in the **schedule**; and
- any property used for professional or business purposes, unless **we** have agreed in advance and this is noted in the **schedule**; and
- the following items while in storage (and any **loss** caused to other **property** due to storage with any of these items):
  - any flammable liquid or gas; and
  - any corrosive chemical or nitrate; and
  - tobacco or cigarettes; and
  - paint; and
  - perishable goods.

## Vehicle

Means 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. It does not include mobility scooters, children's motorbikes not exceeding 50cc, electric wheelchairs, domestic garden appliances, or golf carts.

## Watercraft

Means watercraft of any kind including, but not limited to boats, yachts, jet skis, windsurfers, surfboards, paddleboards, sailboards, canoes and kayaks, provided that it:

- is less than 4 metres long; and/or
- is powered by an engine that does not exceed 15 horse power; and/or
- has a replacement value (including all trailers, parts and accessories in or on the vessel) of less than \$2,000 unless **we** have agreed to a higher amount in advance and this is noted in the **schedule**; and
- is not covered by any other insurance policy.

## We, us or our

Means Medical Insurance Society Limited, a business division of Medical Assurance Society New Zealand Limited.

## You or your

Means the person or entity named in the **schedule** as 'The Insured'.

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