

# Lifestyle Property Contents Insurance Policy

Policy  
Document

mas

# KEY FEATURES OF THIS POLICY

## Cover options

You can choose one of the following cover options for your contents:

### Replacement Value

This cover option provides 'new' for 'old' cover. We will cover the cost associated with the repair or replacement of the contents with the nearest equivalent items that are 'substantially the same' as, but not better or more extensive than, the condition of the items when they were new.

### Indemnity Value

This option provides cover based on the current value of the insured contents. We will cover the reasonable cost to replace an item with an item of comparable age, condition, quality and capability.

## Policy cover at a glance

<i>Insured events</i>	<i>Replacement value</i>	<i>Indemnity value</i>	<i>Page</i>
Sudden, accidental damage	✓	✓	11
Theft	✓	✓	11
Burglary	✓	✓	11
Malicious damage	✓	✓	11
Fire and explosion	✓	✓	11
Weather	✓	✓	11
Legal liability	✓	✓	16

<i>Additional benefits</i>	<i>Sub-limit</i>	<i>Page</i>	<i>Additional benefits</i>	<i>Sub-limit</i>	<i>Page</i>
Accidental death	\$20,000	11	Emergency recovery	\$5,000	13
Additional risks	\$5,000 / \$50,000	12	Hidden gradual loss	\$5,000	13
Alternative accommodation	\$50,000	12	Lifestyle vehicles	\$5,000 / \$20,000	13
Business use items – home office or healthcare	\$5,000 / \$25,000	12	Locks and keys	Sum insured	14
Business use items – other business type	\$2,000 / \$10,000	12	Machinery breakdown and fusion	\$5,000	14
Children's contents	Sum insured	9	Moving to a new home	30 days	14
Contents in storage	Sum insured / 6 months	12	Pairs and sets	Sum insured	14
Contents in transit	Sum insured	12	Parents' and grandparents' contents	Sum insured	9
Credit card fraud	\$2,000	13	Personal health items	No excess or NCB	14
Cyber-bullying	\$5,000	13	Reduction in value	Sum insured	14
Emergency entry	\$10,000	13	Stock worrying	\$1,000 / \$5,000	14
Frozen food	\$2,000	13	You choose your repairer	Sum insured	15
Emergency evacuation	\$50,000	13			

## Important cover sub-limits

<i>Policy item</i>	<i>Sub-limit</i>	<i>Page</i>
Legal liability	\$10,000,000	17
Bodily injury	\$1,000,000	17
Bailee's liability	\$20,000	16
Exemplary damages	\$100,000	16
Farm stay liability	\$50,000	17
Road damage	\$10,000	17

# 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	9
Personal health items (hearings aids, dentures, glasses, etc.)	\$10,000	9
Collections	\$10,000	9
High value items including: <ul style="list-style-type: none"><li>• Sports equipment and bicycles</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	9
Jewellery and watches	\$8,000 per item / \$40,000 per event	9
Bicycles	\$8,000	9
Works of art	\$25,000	9

## Important conditions of cover

### House use

You must notify us if the house where the contents are located is at any time rented out, or intended to be rented out in the future, even if only for a short period of time. If you do not notify us your contents may not be covered. Depending on the intended rental period you may need to take out a Residential Rental Property Contents policy.

You must notify us if the house where the contents are located is going to be unoccupied and, unless we agree otherwise, cover is limited to **restricted perils** if the house is unoccupied for more than 60 days.

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### Qualifying for lifestyle cover

This policy is not designed to cover farming operations. You'll need to meet the qualifying criteria before you are eligible to purchase this policy. These are listed in the policy introduction and include income limits for activities carried out on the property. Animals on the property are subject to maximum head counts, and the minimum sum insured available under this policy is \$75,000 including GST.

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## Notifying us when things change

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. moving any of your property to a location that is different to the property's address in the schedule; or
2. renting out the house or leaving it unoccupied for a period exceeding 60 days; or
3. purchasing new items of jewellery, sporting equipment, or electronic equipment (for example) valued over \$5,000 per item; or
4. if you or any other person insured under the policy commits, is charged with, or convicted of, any criminal offence.

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## Cover exclusions

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, poor workmanship or design or faulty materials, land damage (refer to Section One of the policy for further details), and a number of general exclusions in Section Three of the policy.

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## Your obligations

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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### 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.

# Contents

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# WELCOME

Thank **you** for choosing to entrust **us** with **your** lifestyle property contents 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.

## Your policy and how it works

**Your policy** consists of:

1. **your application** and any other information **you** supplied **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 this **policy** in bold 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. moving any of **your property** to a location that is different to the **lifestyle property** in the **schedule**; or
2. renting out the **house** or leaving it unoccupied for a period exceeding 60 days; or
3. purchasing new items of jewellery over \$5,000, sporting equipment, or electronic equipment (for example) valued over \$25,000 per item; or
4. 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 trustees 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** may cancel this **policy** at any time by giving **us** notice and **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 that cover has been provided.

**We** may cancel this **policy** during the **term** if:

1. **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
2. a **change in circumstances** results in **you** or **your property** no longer meeting **our** underwriting qualifying criteria; or
3. **you** have failed to meet the obligations of the 'Policy compliance' clause in the General Conditions Section of this **policy**; or
4. **you** have failed to pay the premium within 30 days of the **term** starting; or
5. **you** have failed to pay the value of a dishonoured premium instalment within 30 days of the dishonour occurring; or
6. **you** have acted fraudulently or dishonestly; or
7. **you** breach **your** duty of utmost good faith to **us**.

**We** will send **you** written notice of cancellation to **your** last known postal or email address at least 14 days before the cancellation takes effect (except where **you** have failed to pay the premium within 30 days of the **term** starting. In this event, **your policy** will be cancelled from the start of the **term** with no further notice to **you**). **We** will refund the unused portion of any premium **you** have already paid to **us**.

**Your policy** is automatically cancelled if **we** pay out the applicable total **sum insured**, replacement or indemnity value of **your policy** on a claim. If this happens, there will be no refund of premium.

## 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).

## Making a complaint

**We** are committed to high standards of customer service. If **you** are not satisfied with **our** service, a decision **we** have made, or **our** company policies, please contact **us** and let **us** know. **We** have a formal complaints procedure to help resolve any problems that may arise.

If **you** make a complaint to **us**, **we** will:

1. acknowledge **we** have received **your** complaint within five business days;
2. give **you** the name and contact details of the person handling **your** complaint;
3. ensure that an experienced person who has not handled **your** case fully investigates **your** complaint;
4. respond to **your** complaint within 10 business days of the date **we** have all the information **we** need to determine **your** complaint. Where further information, assessment or investigation is required, **we** will agree reasonable timeframes with **you**. If **we** cannot agree on reasonable timeframes, **you** can contact **our** independent external dispute resolution scheme about those timeframes;
5. update **you** at least once every 20 business days, or another such interval as **we** may agree with **you**, until **your** complaint is resolved.

If **we** cannot resolve **your** complaint to **your** satisfaction through **our** internal dispute resolution process within two months, **we** will explain **our** reasons to **you** in writing and provide **you** with a 'letter of deadlock'. Depending on the nature of the problem, **you** may then have access to **our** independent, external dispute resolution scheme, the Insurance and Financial Services Ombudsman Scheme which is available to help resolve disputes: [ifso.org.nz](http://ifso.org.nz).

If **you** feel **your** human rights have been breached **you** can contact the Human Rights Commission on 0800 496 877 or through its website: [hrc.co.nz](http://hrc.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 equal to the cost to replace the insured item(s); however, **we** have experience and tools to assist **you** in this process.

When insuring **your** contents, why not use **our** handy contents valuation guide (available at [mas.co.nz](http://mas.co.nz)) to assist **you** in evaluating the value of **your** belongings. Remember **we** replace old for new, so be sure to check out the latest retail prices for the cost of replacement in the current market.

If **you** feel premiums are too high for the **sum insured you** require, please discuss **your** concerns with **us**. **We** can offer solutions such as voluntary **excesses** to assist in keeping **your** insurance costs down.

It is important that **you** review **your sum insured** at every renewal and advise **us** of adjustments as required. For contents, **you** may need to increase the **sum insured** as **you** purchase new items such as jewellery or furniture.

## One event – one excess

Where an **event** results in a claim under this **policy** and another **policy you** have with **us**, **you** only have to pay one **excess**. This will be the highest applicable **excess** of any of the **policies**.

This clause is not applicable where an **event** results in a claim under this **policy** and a Business Risks or Contract Works **policy**.

## Secured No Claims Bonus

If **you** hold this **policy** for a continuous period of five years and do not make a claim (except **personal health item** claims), **you** qualify for our Secured No Claims Bonus. Once **you** qualify, **your** maximum No Claims Bonus is protected for the life of the **policy**, regardless of the number of claims **you** may make.

## Qualifying for this policy

To qualify for this **policy**:

- **your** main income must be earned away from the **lifestyle property**; and
- the maximum gross income earned from activities associated with the **lifestyle property** must not exceed \$25,000 per annum; and
- **you** must not have more than 100 head of **small stock** and 40 head of **large stock** at the **lifestyle property** at any one time,

unless **we** have agreed to higher limits in advance and this is noted in the **schedule**.

The minimum **sum insured** available under this **policy** is \$75,000 including GST.

# POLICY INTRODUCTION

## House use

Special conditions apply to this **policy** when **the house** at the **lifestyle property** is being used for different purposes. **You** must comply with all the following conditions before any claims will be accepted.

### Unoccupied property

**You** must notify **us** immediately if **you** think **your house** is going to be unoccupied for more than 60 days. If no one has been living in the **house** for more than 60 days, then cover under this **policy** is limited to **loss** by **restricted perils** unless **we** have agreed in writing to continue cover on standard terms.

If **you** have advised **us** that **your house** is going to be unoccupied and **we** agree to continue **your policy**, the conditions below automatically apply:

1. 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:
  - (a) The **house** is inspected inside and outside by **you** or another person authorised by **you** at least every 60 days; and
  - (b) All doors are locked and all windows secured; and
  - (c) The property and its grounds are maintained to a standard consistent with a tended property and/or with neighbouring properties, whichever is better; and
  - (d) Mail is redirected or cleared not less than every two weeks.

**We** may choose to change other terms of the **policy** as well. All changes will become effective immediately upon notification to **you**.

If **you** disagree with the changes to **your policy**, **you** may cancel the **policy** with effect from the date of the proposed changes by providing notice to **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.

### Rental property

**You** must notify **us** immediately if **you** rent out the **house**. The following conditions apply to all rented properties;

1. **You** are required to follow good business practice in managing the tenancy including the following:
  - (a) **You** must exercise all due care in the selection of any tenants including obtaining satisfactory references prior to the start of any tenancy agreement; and
  - (b) **You** must inspect the **house** inside and out at least every six months; and
  - (c) **You** must maintain the **house** in a safe and secure condition. Repairs and maintenance must be carried out promptly and to a reasonable standard; and

(d) If rent is more than 30 days in arrears, **you** must apply to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies **Act** 1986.

2. If **you** have not complied with the terms above, then there is no cover for **loss** caused by the manufacture, storage, or distribution of any 'controlled drug' as defined in the Misuse of Drugs **Act** 1975.

### Farm stay

**We** will cover any part of the **property** used as a farm stay provided that:

1. the primary use of the **house** is for residential occupation.
2. the total annual gross income from **your** farm stay activities does not exceed \$25,000.
3. for taxation purposes, **you** claim no more than 50% of **your house** for accommodation of paying guests.

## 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** that are not permanently plumbed, wired or built into the **house**; and
  - (b) Loose floor coverings, including mats, rugs or runners; and
  - (c) Above-ground swimming pools, saunas and spa pools; and
  - (d) Mobility scooters, children's motorbikes not exceeding 50cc, electric wheelchairs, domestic garden appliances including **ride-on mowers** used for maintaining landscaped areas of **your lifestyle property** which are not used for stock grazing purposes, 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 limit 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 and while at the **lifestyle property** only.



## 2. Lifestyle equipment

- (a) Farming implements that are not self-propelled
- (b) Tools and equipment
- (c) Portable machinery
- (d) Temporary electric fencing and associated equipment.

## 3. Lifestyle supplies

- (a) Fuels and lubricants
- (b) Manufactured stock foods
- (c) Baled hay, baled straw and silage for use as an animal feed for **your small stock** and **your large stock** on the **lifestyle property** only
- (d) Fertilisers, chemicals, sprays and animal remedies.

## 4. Lifestyle vehicles

Any non-road registered, or NZTA Exempt Class B:

- (a) motor cycle
- (b) quad bike
- (c) utility task vehicle (UTV)
- (d) all-terrain vehicle (ATV)
- (e) tractor
- (f) mower
- (g) any other **vehicle** used for lifestyle farming purposes that **we** have agreed to in advance and is noted in the **schedule**

has limited cover under the 'Lifestyle vehicles' automatic additional benefit.

## 5. Personal health items

### 6. Gifts

Any wedding, birthday, Christmas or other gifts intended for other people while kept at the **lifestyle property**.

### 7. Hired or borrowed **property**

Any **property** that is hired or borrowed by **you** for which **you** are legal liable and is not covered by another insurance policy.

## 8. Your children's **property**

- (a) **Your policy** is extended to include **your** children's or dependant's **property** (whether owned by **you** or them) while they are enrolled in full-time education and are residing within New Zealand at a boarding school, accommodation provided by a recognised tertiary education provider, or at a private home as a boarder.
- (b) **Your policy** is extended to include **your** children's or dependant's **property** (whether owned by **you** or them) that is left at the **lifestyle property** while they are travelling or residing outside of New Zealand.

## 9. Your parents' and grandparents' **property**

**Your policy** is extended to include **you** and **your spouse's** parents' and grandparents' **property** while they are residing within New Zealand at a rest home, hospice, nursing home or the like.

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.are 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 objectare 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 'Additional risks' automatic additional benefit; 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 except for the cover provided under the 'Stock worrying' automatic additional benefit; 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 except for the cover provided under the 'Lifestyle vehicles' automatic additional benefit; and
- (f) Aircraft or other aerial devices and their parts or accessories that are in or attached to them; and
- (g) Any **property** used for professional or business purposes except for the cover provided under the 'Business use items' automatic additional benefit; and
- (h) 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), medical examinations, tests or treatment costs.

# SECTION ONE: LOSS TO YOUR PROPERTY

## Loss to your property

**You** are covered for:

Sudden **accidental loss** to **property** owned by **you**, at the **lifestyle property** or when **temporarily removed** to another location in New Zealand during the **term**.

**You** are not covered for:

1. loss of use, consequential loss, depreciation or loss of reduction or value whether or not following repair, unless covered by the 'Reduction in value' automatic additional benefit; or
2. **loss** directly or indirectly arising from, or in any way related to, the presence or penetration of moisture or water into **your property** 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
3. rot, mildew or gradual deterioration except for **loss** covered by 'Hidden gradual loss' automatic additional benefit; or
4. **loss** due to fault, defect, error or omission in design or construction; or
5. **loss** to swimming and spa pools or water tanks caused by hydrostatic pressure; or
6. **loss** to fuses, protective devices or lighting or heating elements caused by electricity; or
7. defects or damage to **your property** existing at the start of the **term**; or
8. **loss** caused by or due to:
  - (a) lifting or shifting the **house**; or
  - (b) vibration or removal of support of the **house**; or
  - (c) scratching, chipping or denting; or
  - (d) subsidence, erosion, shrinkage or expansion of the **house** or **land**; or
  - (e) settling, warping or cracking caused by earth or other movements; or
  - (f) water entering the **house** because any external element such as a window or door, roofing material or cladding has been removed by **you** or any other person (other than a tenant) legally at the **lifestyle property**; or

9. **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

10. **loss** caused by the manufacture, storage, or distribution of any 'controlled drug' as defined in the Misuse of Drugs Act 1975 unless the **house** is leased or rented to a tenant and all conditions of the **policy** have been met; or
11. intentional **loss** except as a result of fire or explosion caused by any tenant, guest of a tenant or **your** guest; or
12. **theft** of any item by:
  - (a) any person who normally lives with **you**; or
  - (b) any temporary guest.

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**. Unless specifically noted otherwise, the sub-limits are in addition to any **policy sum insured**.

### Accidental death

1. If **you** are injured and, as a consequence, die as a result of a sudden **accidental event**, **we** will pay \$20,000 to **your** estate.
2. If more than one person's estate is entitled to this benefit, the benefit will be divided equally among each estate.
3. The most **we** will pay during the **term** is \$20,000, irrespective of how many **policies you** have with **us**.

## Additional risks

1. This **policy** is extended to cover **your personal effects** that are **temporarily removed** from the **property's address** while **you** are travelling anywhere in the world and **personal effects** that **you** purchase overseas while **you** are travelling.
2. The most **we** will pay for any one item (including jewellery and watches) is \$5,000 unless **specified** in the **schedule**.
3. The most **we** will pay for jewellery and watches for any one **event** is \$25,000 unless **specified** in the **schedule**.
4. The most **we** will pay in total for any one **event** is \$50,000 plus the **sum insured** for individual items **specified** in the **schedule**.
5. The most **we** will pay for current coins, bank notes, pre-paid cards or stored value cards for any one **event** is \$1,000.

## Alternative accommodation

1. **We** will pay:
  - (a) the additional and reasonable costs necessarily incurred by **you** for alternative accommodation within New Zealand, comparable to the standard of **the house**, for **you** and **your** domestic pets (excluding working dogs, **large stock** and **small stock**); and
  - (b) to move **your property** to the alternative accommodation and return them to **your lifestyle property**; and
  - (c) to move **your property** to a secure storage facility, for storage costs while **you** are in alternative accommodation, and to return them to **your lifestyle property**.provided that:
  - (a) **we** have agreed that the **house** is uninhabitable; and
  - (b) it is **your** main residence; and
  - (c) **we** have accepted a claim in respect of the **loss** to **your property**; or
  - (d) **we** would have accepted a claim in respect of the **loss** to **your property**, but for the Earthquake Commission accepting a claim under the Earthquake Commission **Act** 1993.
2. If **you** own the **house**, **we** will pay up to \$50,000 in total under this benefit and irrespective of how many **policies** **you** hold with **us**, and only until:
  - (a) **we** have proven the **house** is habitable; or
  - (b) 30 days after **we** have given notice to **you** of **our** intent to stop paying.
3. If **you** occupy the **house** as a tenant, **we** will pay up to \$50,000 in total under this benefit and irrespective of how many **policies** **you** hold with **us**, and only until:
  - (a) **your** tenancy agreement ends; or
  - (b) **you** move to another rental property

whichever occurs first.

4. **We** will not pay for any other increased or associated costs including, but not limited to:
  - (a) letting fees, or any travel, utility service, meal, internet, phone or subscription costs; or
  - (b) bond payments; or
  - (c) any costs associated with the existing **house**.
5. If **you** are receiving cover under this benefit and **you** claim for another **event** for which **you** could receive alternative accommodation cover, the most **we** will pay is \$50,000 for all claims or **events** combined.
6. If any portion of **your** alternative accommodation costs are covered by another insurance company, or **you** receive government or other financial assistance, **we** will only pay the difference between the amount **you** receive and the cover **you** have under this benefit, the combined total of which must not exceed the maximum amount payable under this benefit.

## Business use items

1. **We** will pay for sudden **accidental loss** to any **property** owned by **you** that relates to a **healthcare practice** or home-based office for clerical work.
2. The most **we** will pay for any one **event** is:
  - (a) \$25,000 when the **loss** occurs at the **lifestyle property**; or
  - (b) \$5,000 when the **loss** occurs while the **property** is **temporarily removed** from the **lifestyle property**.
3. For all other business use items the most **we** will pay is:
  - (a) \$10,000 when the **loss** occurs at the **lifestyle property**; or
  - (b) \$2,000 when the **loss** occurs while the **property** is **temporarily removed** from the **lifestyle property**.
4. These limits are included in and not additional to the total **sum insured** shown in the **schedule**.

## Contents in storage

1. **Your property** is covered for **accidental loss** by **restricted perils** while stored in a commercial storage facility.
2. This benefit does not apply when **your property** is stored for a period exceeding six months and/or **your property** is not being stored in a commercial storage facility.

## Contents in transit

**Your property** is covered for **accidental loss** by **restricted perils** while being permanently moved from the **lifestyle property** to a new permanent residence anywhere in New Zealand.

## Credit card fraud

1. **You** are covered for fraudulent credit card or debit card use for which **you** are legally liable, provided the person responsible:
  - (a) is not related to **you**; and
  - (b) is not covered by this **policy**; and
  - (c) does not live with **you**and **you** have complied with the terms and conditions of **your** credit card or debit card, and the loss cannot be recovered from anyone else.
2. The most **we** will pay during the **term** is \$2,000.

## Cyber-bullying – No Claims Bonus protection

1. **We** will repay **you** up to \$5,000 in any one **term** of this **policy** if **you** incur **Cyber-bullying expenses** caused by a **Cyber-bullying occurrence** during the **term**. **Your** No Claims Bonus will not be affected by a claim under this benefit.

## Emergency entry

1. **We** will pay for **loss** to **your property** caused by emergency services gaining access to **the house** at **your lifestyle property** due to an emergency situation.
2. The most **we** will pay for any **event** is \$10,000.

## Emergency evacuation

1. **We** will pay the reasonable costs incurred under the 'Alternative accommodation' automatic additional benefit if, due to safety concerns or other emergency, a local authority or the police:
  - (a) advises, and **we** agree, against **you** living in **your house**; or
  - (b) prevents **you** from accessing the **lifestyle property**.
2. Subject to all limits and conditions of the 'Alternative accommodation' automatic additional benefit, **we** will pay these costs for a maximum of 30 days from the first notification from the local authority or the police.

## Emergency recovery

If **your property** suffers **loss** by an insured **event** that is covered under this **policy**, and **we** believe that it is likely to be a claim cost greater than \$100,000, **we** will pay **you** an immediate cash benefit of \$5,000 to assist **you** with recovery.

## Frozen food

1. **We** will pay for **accidental loss** to any frozen or refrigerated food caused by:
  - (a) **accidental** stoppage or breakdown of **your** refrigerator or freezer; or
  - (b) **accidental** loss of refrigerant; or
  - (c) disconnection of the power supply (including by an electricity supply company).

2. The most **we** will pay for any one **event** is \$2,000.

## Hidden gradual loss

1. **We** will pay for:
  - (a) **hidden gradual loss** to **your property** that **you** first discover during the **term**.
  - (b) **property** that is not directly affected but must be damaged or destroyed to locate the cause of the **hidden gradual loss**, provided that any work has been authorised by **us** prior to being undertaken.
2. The most **we** will pay during the **term** is \$5,000.
3. **We** will not provide cover under this benefit if the **policy** condition of 'Take reasonable care' has not been observed, and **we** will not be liable for any increased claims costs due to a delay in notification to **us** of a possible claim under this benefit.
4. For the purposes of this benefit **hidden gradual loss** means hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from any internal tank, internal water pipe, or internal waste disposal pipe, or at the immediate point of connection between a hidden pipe and any household appliance, installed at the **house**.

## Lifestyle vehicles

1. **You** are covered for sudden **accidental loss** to **your lifestyle vehicle** while it is within the boundaries of the **lifestyle property** or the limits of the NZTA Exempt Class B conditions.
2. **You** are not covered:
  - (a) for wear and tear, corrosion or existing defects or damage to **your lifestyle vehicle**; or
  - (b) for mechanical, electrical or electronic failure or **loss** to **your lifestyle vehicle**, unless that failure or **loss** results:
    - i. in or from a fire to **your lifestyle vehicle**; or
    - ii. from **your lifestyle vehicle** impacting or colliding with something, overturning, being immersed in water, being caught in a flood, or suffering malicious damage, **theft** or conversion; or
    - iii. from earthquake, volcanic eruption, hydrothermal activity or tsunami; or
  - (c) for **loss** to **your lifestyle vehicle's** tyres caused by punctures, cuts, bursts or application of its brakes, unless that **loss**:
    - i. occurs in the same event as another **loss** to **your lifestyle vehicle** covered under this **policy**; or
    - ii. is as a result of the malicious actions of someone not insured by this **policy**.
  - (d) while the **lifestyle vehicle** is being prepared, tested, or used:
    - i. for a race, trial, competition or contest of any kind or duration; or
    - ii. for track days or racing schools; or

- iii. on or at any racetrack or motor sport venue, competition circuit, course or arena

unless **we** have agreed in advance and it is noted in the **schedule**.

3. If **we** consider **your lifestyle vehicle** is economic to repair, **we** will at **our** option:
  - (a) arrange to repair **your lifestyle vehicle** to substantially the same condition as it was in before the **loss** occurred, using parts and practice appropriate in the New Zealand repair industry; or
  - (b) pay **you** the reasonable cost of repairs as estimated by **our** assessor.
4. If **we** consider **your lifestyle vehicle** is uneconomic to repair, or it has been stolen and not recovered, **we** will pay **you** the **current vehicle value** of **your lifestyle vehicle** at the date of **loss** as assessed by **us**.
5. The most **we** will pay is \$5,000 per **lifestyle vehicle** and \$15,000 per **ride-on mower**, up to a maximum of \$20,000 per **event**.

### Locks and keys – excess and No Claims Bonus protection

1. **We** will cover the reasonable cost of replacing locks and keys (including electronic access cards and transponders, remote door openers, or any other equivalent device) for the **house** at the **lifestyle property** if:
  - (a) they have been lost or damaged; or
  - (b) **you** have good reason to believe they have been stolen or duplicated without **your** consent during the **term** and;
  - (c) there is no other insurance policy that covers these costs.
2. **You** do not need to pay an **excess** and **your** No Claims Bonus will not be affected by a claim under this benefit.

### Machinery breakdown and fusion

1. **You** are covered for sudden **accidental** mechanical, electrical or electronic breakdown or fusion of any motor up to 10kW (including a submersible motor), pump (including a submersible pump), electrical or electronic equipment, or mechanical equipment, whether fixed or permanently located in a building or not.
2. The most **we** will pay to **repair or replace** the item is the **current value** up to a maximum of \$5,000.
3. If **we** have accepted a claim under this benefit for a submersible pump, **we** will also pay up to \$1,000 in lifting and lowering costs.

### Moving to a new home

1. If **you** permanently move to a new address different to the **lifestyle property** shown in the **schedule** during the **term**, **we** will automatically cover **your property** at the new

address for up to 30 days after the date on which the first item of **property** is moved, on the same terms that apply to the **lifestyle property** shown in the **schedule**.

2. **You** must notify **us** within that period. **We** may alter the terms of cover, and **you** must pay any additional premium **we** require from the date of the first item of **property** being moved.
3. This benefit does not include cover while in transit, except for the cover provided under the 'Contents in transit' automatic additional benefit.

### Pairs and sets

1. If **we** have accepted a claim for **loss** to any item of artwork or jewellery that forms part of a pair or set, and **we** are unable to **repair or replace** that item, **we** will, at **your** request, settle the claim as if the complete pair or set was involved in the same **event**.
2. This benefit does not include **loss** for **collections**.
3. If **we** pay to **repair or replace** the complete pair or set, **you** must surrender the pair or set to **us** as salvage if requested.

### Personal health items – excess and No Claims Bonus protection

If **we** have accepted a claim for **loss** solely to **personal health items**, **you** do not need to pay an excess and **your** No Claims Bonus will not be affected by the claim.

### Protection costs

1. **We** will pay the necessary and reasonable costs incurred to:
  - (a) safeguard the **property** from, or minimise, **loss** where a peril threatens imminent **loss** that would be covered by this **policy**; and
  - (b) shore up and protect the **property** following a **loss** covered by this **policy**,

provided these costs have been authorised by **us** prior to being incurred, unless required to avoid imminent **loss**.

2. **We** will pay the reasonable costs incurred to replenish **your** fire-fighting equipment after it has been used to protect **your** house following, or to prevent, a **loss** covered by this **policy**.
3. The most **we** will pay for any **event** is \$10,000.

### Reduction in value

If **we** choose to **repair or replace** an item of artwork, jewellery, or a musical instrument, subject to applicable sub-limits, **we** will pay **you** for any reduction in **current value** of the item due to a repair having been made.

### Stock worrying

1. If **your large stock** or **small stock** is killed or must be slaughtered on humane grounds as the result of injuries

caused by any dog not owned by **you**, **we** will pay **you** the **current stock value** for the animal.

2. The maximum **we** will pay is \$1,000 per animal including disposal costs.
3. **We** will pay up to \$300 per **event** for veterinary services used to prevent death, whether or not death occurs, or to slaughter the animal on humane grounds.
4. The maximum **we** will pay for all animals and including all disposal costs and veterinary fees is \$5,000 per **event**.

## 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) 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.

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 window coverings not located in the room or rooms where the **loss** occurred, but **we** will request that **our** repairer use reasonable endeavours to match the items as near as reasonably practical to any undamaged matching **property**.
9. Unless **your** claim is for jewellery or artworks covered by the 'Pairs and sets' automatic additional benefit, **we** will not pay to replace undamaged items forming part of a pair, set, **collection** or otherwise.
10. 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: LEGAL LIABILITY

## Your legal liability

You are covered for:

1. **your** legal liability during the **term** in New Zealand, including due to operations carried out by **you** at the **lifestyle property** and covered under this **policy**, for:
  - (a) **accidental loss** to the property of others; and/or
  - (b) **accidental bodily injury** to others.
2. where it is alleged **you** are legally liable, and that legal liability would be covered under this **policy** if established, **we** will also cover **you** for **your** reasonable legal expenses to defend that allegation.

You are not covered for:

1. legal liability connected in any way with:
  - (a) any business, trade or profession; or
  - (b) any contract or agreement with any person, except where **you** would have been liable even without a contract or agreement; or
  - (c) damage to property **you** own, or that is under **your** care or control except for the cover provided under the 'Bailee's liability' automatic additional benefit; or
  - (d) **your** ownership of any land or other property, whether it is insured by this **policy** or otherwise; or
  - (e) gross negligence or deliberate loss caused by **you**; or
  - (f) **bodily injury to you** or anyone living at **your house**; or
  - (g) **your** ownership or use of any aircraft or other aerial device, **watercraft** (unless it's covered as sports equipment by section One of this **policy**) or **vehicle** unless it's covered as a **lifestyle vehicle** by Section One of this policy; or
  - (h) any seepage, pollution or contamination (including clean-up costs), unless the seepage, pollution or contamination happens during the **term** and is caused by a sudden **accidental event** that happens during the **term**; or
  - (i) asbestos.
2. fines or penalties.
3. exemplary damages, except for the cover provided under the 'Exemplary damages' automatic additional benefit.

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** legal liability. These benefits are subject to the exclusions in Section Two: Legal Liability and Section Three: General Exclusions. Unless specifically noted otherwise, the sub-limits are included in the total per **event** limit.

### Bailee's liability

1. **We** will cover **you** for any legal liability to pay compensation for **accidental loss** to other people's property in **your** custody as part of **your lifestyle property** operations.
2. **We** will not cover **you** for any liability for damage to:
  - (a) any land or building; or
  - (b) any motor **vehicle**; or
  - (c) any produce that has been in **your** custody for more than 60 days; or
  - (d) any produce where the damage is caused directly by the process of maturing, grading or packing; or
  - (e) any produce stored in any refrigeration facility caused, directly or indirectly, by the electricity supplier intentionally cutting **your** power supply.
3. Including defence costs, the most **we** will pay is \$20,000 per **event**.

### Exemplary damages

1. **We** will cover **you** for any punitive or exemplary damages awarded against **you** by a New Zealand court for any act or omission committed by **you** as part of **your lifestyle property** operations that causes damage to other people's property.
2. Including defence costs, the most **we** will pay is \$100,000 per **event**.



## Farm stay liability

1. **We** will cover **your** legal liability arising under the Innkeepers **Act** 1962 or any amendments for **accidental loss** to the property of **your** paying guests.
2. This benefit will only apply if the 'farm stay' conditions in the **policy** introduction have been complied with.
3. Including defence costs, the most **we** will pay is \$50,000 per **event**.

## Road damage

1. **We** will cover **you** for any liability for **accidental loss** to any road caused by roadside grazing or droving of **your** livestock, or livestock that is under **your** care or control.
2. **We** will not cover **you** for any liability arising after an abatement notice has been served under the Resource Management **Act** 1991.
3. Including defence costs, the most **we** will pay is \$10,000 per **event**.

# What you will receive

The following section outlines what **you** can expect to receive once **your** claim has been accepted by **us**.

## Property damage

The most **we** will pay for legal liability for damage to property is \$10,000,000 per **event**.

## Bodily injury

The most **we** will pay for legal liability for **bodily injury** is \$1,000,000 per **event**.

## Total per event

The most **we** will pay in total for all legal liability, including costs and expenses for any one **event** and irrespective of how many **policies** **you** hold with **us**, is \$10,000,000.

# SECTION THREE: GENERAL EXCLUSIONS

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

## 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 FOUR: 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 change 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 disaster 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**.

# SECTION FIVE: 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**.

## Bodily injury

Means **accidental** death of, or personal injury to, any person. This includes sickness, disease, disability, shock, fright, mental anguish or mental injury.

## 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, cards, 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.

## Current stock value

Means the latest average market value per head recorded in the most recently published Inland Revenue National Average Market Values of Specified Livestock Determination table as provided on [ird.govt.nz](http://ird.govt.nz).

## Current value

Means the reasonable cost to replace the item of **property** suffering **loss**, immediately before the **event** and in New Zealand, with an item of comparable age, condition, quality and capability.

## Current vehicle value

Means the reasonable cost, as estimated by an appropriately qualified party appointed by **us**, to buy, immediately before the **event**, a vehicle of the same:

- year; and
- make, model and specification; and
- general condition including mileage/hours

as **your** damaged **lifestyle vehicle**.

## Cyber-bullying expenses

Means the reasonable cost of counselling, rest and recuperation (as prescribed by a registered health practitioner other than **you**), salary lost, relocation, private tutoring, school enrolment if **you** relocate to an alternative school, or any expenses to hire a public relations consultant, professional digital forensic analyst, or professional cyber security consultant.

## Cyber-bullying occurrence

Means any harassment or intimidation, including defamation of character, invasion of privacy, or threats of violence by any electronic means, but does not include an occurrence of acts against **you** arising out of **your** business activities.

## 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**.

## 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** or while they are enrolled in full-time education and are residing within New Zealand at a boarding school, accommodation provided by a recognised tertiary education provider, or at a private home as a boarder.

## Healthcare practice

Means any occupation or business that involves the diagnosis, treatment and prevention of disease, illness, injury and other physical and mental impairments in human beings or animals. This includes, but is not limited to, dentistry, midwifery-obstetrics, medicine, nursing, optometry, pharmacy, psychology, veterinary medicine and other care providers.

## House

Means each dwelling or domestic outbuilding (including garages and sheds) occupied by **you** within the **residential boundary** of the property at the **lifestyle property**, but excludes any **uninsured property**.

## Household contents

Means:

- furniture, furnishings, home appliances, household goods, and **personal effects**, that are not permanently plumbed, wired or built into the **house**; and
- loose floor coverings, including mats, rugs or runners; and
- above-ground swimming pools, saunas and spa pools; and
- mobility scooters, children's motorbikes not exceeding 50cc, electric wheelchairs, domestic garden appliances including **ride-on mowers** used for maintaining landscaped areas of **your property's address** which are not used for stock grazing purposes, and golf carts; and
- **watercraft** (including all trailers, parts and accessories in or on the vessel); and
- parts or accessories of any:
  - **watercraft**; or
  - **vehicle**, motor cycle, motor scooter, trailer, caravan; or
  - aircraft or other aerial device

that are not in it or attached to it and while at the **lifestyle property** only.

It does not include **uninsured property**.

## 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.

## Large stock

Means any of the following animals:

- (a) Cattle
- (b) Horses
- (c) Deer.

## Lifestyle property

Means the block of land at the situation shown in the **schedule**.

## Lifestyle vehicle

Means any non-road registered, or NZTA Exempt Class B:

- (a) motor cycle
- (b) quad bike
- (c) utility task vehicle (UTV)
- (d) all-terrain vehicle (ATV)

- (e) tractor
- (f) mower
- (g) any other **vehicle** used for lifestyle farming purposes that **we** have agreed to in advance and is noted in the **schedule**.

## Loss

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

## Natural disaster

Means earthquake, natural landslip (as defined in the Earthquake Commission **Act** 1993), volcanic eruption, hydrothermal activity, tsunami or fires resulting from these events or any other natural disaster that is covered under the Earthquake Commission **Act** 1993.

## Personal effects

Means any item that is normally intended to be taken with, worn by, or carried on **you**.

## 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.

## 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**, or for which **you** are legally liable, contained within the **house** and within the boundaries of the land at the **lifestyle property**, or when **temporarily removed** from the **lifestyle property**. It does not include **uninsured property**.

## Repair or replace

If the **schedule** shows the **property** is insured for 'Replacement Value', **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**.

If the **schedule** shows the **property** is insured for 'Indemnity Value', **repair or replace** means the reasonable cost to repair any item of **property** to a maximum of the **current value** of the **property**.

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.

## Residential boundary

Means the area of the **lifestyle property** that is within 60 metres linear distance of any point of the **house**.

## Restricted perils

Means **accidental loss** caused by:

- fire, lightning or explosion; and
- storm or flood; and
- **theft** following violent and forceful entry; and
- impact by or a collision involving a **vehicle**; and
- aircraft, or other aerial or spatial devices or articles dropped by them; and
- earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these.

## 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**.

## Small stock

Means any of the following animals:

- (a) Sheep
- (b) Alpaca
- (c) Llamas.

## 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**.

## Temporarily removed

Means **household contents** temporarily removed from the **lifestyle property**, for a particular reason or purpose, including to **your** place of work or holiday, with the intention that they will be returned to the **lifestyle property**.

It does not include any **household contents**:

- permanently removed from the **lifestyle property**; or
- removed from the **lifestyle property** for longer than 60 days; or
- removed to a place outside of New Zealand, unless covered by the 'Additional risks' automatic additional benefit; or
- removed from the **lifestyle property** to any place for storage, sale or exhibition.

## 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.

## Uninsured property

Means:

- (a) **household contents** that are located outside of New Zealand except for the cover provided under the 'Additional risks' automatic additional benefit; 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 except for the cover provided under the 'Stock worrying' automatic additional benefit; 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 except for the cover provided under the '**Lifestyle vehicles**' automatic additional benefit; and
- (f) aircraft or other aerial devices and their parts or accessories that are in or attached to them; and
- (g) any property used for professional or business purposes except for the cover provided under the 'Business use items' automatic additional benefit; and
- (g) 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.

## 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 limit 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 New Zealand 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', that person's **spouse** and **family**.



Look us up at [mas.co.nz](http://mas.co.nz)  
Call us on 0800 800 627