

Insurance Policy Document

Home, Contents, Private Motor Vehicle
and Pleasure Craft Insurance.

In the event of a claim call
0800 200 242
24 hours, 7 days a week.

Important

This is your ASB Insurance Policy Document and Policy Schedule, which records details of your insurance. It has been arranged by ASB through IAG New Zealand Limited (IAG).

Please read your Policy and Schedule carefully to ensure it meets your needs. If there is an error, please contact us immediately.

This insurance has been arranged on the basis of the information provided by you. It is essential that all information is truthful and correct. If there is any information which we have not been given or any changes in circumstances during the Period of Insurance you must advise us.

Failure to observe this condition may affect the outcome of any claim you make.

This Policy Document and Policy Schedule explains

- who is insured
- what is insured
- when the insurance begins and ends
- the conditions of the insurance
- the amounts that can be claimed
- what is not insured.

Please keep this Policy in a safe place; you will find it useful in the event of a claim.

If you are not happy with this Insurance Policy, you can change your mind and cancel it, provided you tell us within 15 days of the date your Insurance Policy started. We will cancel your Insurance Policy as if it had never existed and refund in full any premium you have paid.

This does not apply if a claim has been made.

The Insurance

IAG New Zealand Limited ('we/us/our') provides the Insured ('you/your') with insurance as set out in this Policy during the Period of Insurance shown in your Policy Schedule and any further period for which the Policy is renewed.

This Policy insures only those Sections shown in your Policy Schedule. The maximum amount you can claim under any Section in respect of any one Happening (inclusive of fees and costs) is the current Sum Insured shown in the Policy Schedule for that Section or any Premium Advice or Anniversary notice.

All amounts shown in this Policy and Schedule are in New Zealand dollars and include GST.

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Section 01: Home Insurance

1. Your Home means:

- (a) the residential dwelling(s) that you own at the Situation shown in the Schedule including any of the following used at all time solely for domestic use:
 - (i) outbuildings within the residential boundaries of the Situation on which the residential dwelling(s) is situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter,
 - (ii) fixtures and fittings permanently attached to the residential dwelling(s) or its outbuildings. This includes: kitchen stove, hob or range hood, any other home appliance that is permanently wired, permanently plumbed or permanently built-in,
 - (iii) kitchen oven, permanently attached or not,
 - (iv) fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or its outbuildings included above,
 - (v) driveway of permanent construction that provides direct access to the residential dwelling(s) or any outbuilding included above,
 - (vi) patio, paths and paving of permanent construction, deck, steps, gate or fence, as long as they are on or within the residential boundaries within which the residential dwelling(s) is situated,
 - (vii) walls including garden and retaining walls,
 - (viii) Recreational Features,
 - (ix) public utility services supplying the residential dwelling(s) and/ or any of its outbuildings included above, such as: power and telephone lines, data cables, supply and waste water pipes,
 - (x) permanently sited water storage tank, septic tank or heating oil tank and its associated equipment (excluding its contents),
 - (xi) solar power and solar water heating systems.

Your Home does not include any of the following unless it is shown in the Schedule as a Special Feature with a corresponding Special Feature Sum Insured:

- (a) private utility plant and associated equipment including but not limited to wind or water mills or diesel generators,
- (b) cable car and its associated equipment,
- (c) bridge or culvert, permanent ford or dam,
- (d) wharf, pier, landing or jetty.

Your Home does not include any of the following:

- (a) any part of your home that is used for business or commercial purposes except where:
 - (i) it is rented out as a residential property, or
 - (ii) it is used solely as a home office for clerical purposes,
- (b) any part of the Home that is built for or used for farming or rural lifestyle purposes whether commercial or not, including but not limited to any shed storing animal feed, machinery or produce, livestock handling yards or shelters,
- (c) any part of the Home being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation,
- (d) gravel or shingle, including a gravel or shingle: driveway, path, patio or paving,
- (e) loose floor covering including: mats, rugs or runners,
- (f) temporary structures,
- (g) fittings that are not permanently attached such as: curtains and blinds,
- (h) appliances that are not permanently wired, permanently plumbed or permanently built-in, other than a kitchen oven,
- (i) well or bore hole including its pump, lining or casing,
- (j) household goods and personal effects,
- (k) live plant, including any: tree, shrub, hedge or grass other than the insurance provided under 'Special benefits to Event A, 3. Landscaping',
- (l) land, earth or fill,
- (m) structures or property not at the Situation shown in the Schedule.

2. The Insured is the person (or persons) shown in the Schedule ('you/your').
3. A Happening is any accident, loss, damage, injury or legal liability.
4. Loss is physical loss or physical damage.
5. A Natural Disaster is an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the EQC Act.
6. A Recreational Feature is any tennis court and/or permanently fixed swimming pool and/or permanently fixed spa pool including its ancillary equipment and/or pump.
7. A Special Feature is any item that is listed in the Schedule with a corresponding Special Feature Sum Insured.
8. A Special Feature Sum Insured is the Sum Insured amount shown in the Schedule that corresponds with the Special Feature.
9. The Home Sum Insured is the amount shown in the Schedule of the same name inclusive of any increased limits.
10. The Total Sum Insured is the amount shown in the Schedule of the same name inclusive of the:
 - (a) Home Sum Insured, which includes any retaining walls and Recreational Features, and
 - (b) any Special Feature Sums Insured, and
 - (c) any Special benefits to Event A unless stated otherwise within such benefits.
11. EQC Act is the Earthquake Commission Act 1993 and any Act in substitution of that Act.

You are insured for

Event A.

1. Any sudden and Accidental Loss to your Home that occurs during the Period of Insurance.
2. Hidden gradual damage to your Home, consisting of hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from any internal tank, internal water pipe or internal waste disposal pipe installed at your Home provided the damage occurred and was discovered while you were personally living in this Home.

Event B.

Loss of rent when your Home cannot be occupied because of Loss which is

- (a) insured by Event A
- (b) caused by a Natural Disaster.

Event C.

Your legal liability as owner of your Home or its grounds

- (a) for Accidental Loss to anyone else's property
- (b) under Section 43 or 46 of the Forest and Rural Fires Act 1977.

Special benefits to Event A.

These benefits are subject to the terms of this Policy, except where they are varied in the benefit. The amounts shown in these benefits are included in the Total Sum Insured unless expressly stated otherwise.

The Excess shown in the Schedule and loss of your Claim-Free Discount will not apply to the special benefits: Stress Payment, Keys and Locks and Water or Sewage Pipe Blockage.

1. Breakage extension.

An excess of \$250 applies to a claim which is solely for Accidental breakage of

- (a) glass in any:
 - (i) windows, or
 - (ii) doors, or
 - (iii) screens,

of your Home, or

- (b) sinks, baths, wash basins, toilet bowls, shower cabinets, bidets, fixed glass lampshades, permanently fixed mirrors or glass in built-in furniture in your Home.

Your Claim-Free Discount will not be reduced following a claim under this special benefit.

2. Keys and locks.

If any of the keys to your Home are lost, stolen or believed on reasonable grounds to have been duplicated without your permission we will pay up to \$1,000 to replace those keys and to alter the locks they were for. This also includes the reasonable cost of opening any safe following theft or loss of its key or combination.

3. Landscaping.

We will pay the initial re-establishment costs for trees, shrubs and hedges, including the cost of clearing the ground, up to a maximum of \$2,000 for any Happening that occurs during the Period of Insurance. This amount is in addition to the Total Sum Insured.

4. Natural disaster cover.

This Section 01, Home Insurance Policy is extended to insure any sudden and Accidental Loss to your Home that occurs during the Period of Insurance caused by a Natural Disaster subject to the following:

Where EQC Cover applies.

- (a) If that Loss is insured under the EQC Act, or would have been but for:
 - (i) the application of an excess under the EQC Act,
 - (ii) a failure by you to correctly notify a claim to the Earthquake Commission within the time required under the EQC Act,
 - (iii) a decision by the Earthquake Commission to decline a claim or limit its liability for that Loss in whole or in part and for any reason whatsoever,
 - (iv) any act or omission on your part, the part of your agent, or the part of the EQC,

and the cost to repair or rebuild the part of your Home that suffered the Loss exceeds your maximum entitlement available (or that would have been available but for the reasons in (a) (i) to (iv) above), for that Loss under the EQC Act (plus the excess under the Act), we will pay the difference between that maximum entitlement (plus that excess) and the cost to repair or rebuild the part of your Home that suffered the Loss.

- (b) The most we will pay under this benefit is the difference between that maximum entitlement (plus the excess under the EQC Act) and the Total Sum Insured.

Where no EQC Cover applies.

- (c) Where your claim for Loss to your Home under this benefit is for, or includes, any part of the Home that is not insured under the EQC Act, then the Excess will be the higher of:
 - (i) \$5,000, and
 - (ii) the Excess otherwise applicable to the claim under this Policy.

Some examples of parts of the home not insured under the Earthquake Commission Act 1993 are:

- *gate or fence,*
- *driveway,*
- *patio, path, paving, tennis court or other artificial surface,*
- *swimming pool or spa pool which is not an integral part of the building.*

5. Post-Event inflation protection.

We may, at our sole discretion, increase the insurance available under this Section 01, Home Insurance if:

- (a) a Natural Disaster, flood or storm has occurred in the vicinity of the Home causing widespread Loss and, as a direct result of this widespread Loss, building costs have increased due to a statistically significant increase in demand in our opinion, and
- (b) your Home has suffered sudden and Accidental Loss that is insured by this Policy and your claim in respect of that Loss is settled on the basis of an actual repair to or rebuild of the Home, and
- (c) the actual cost to repair or rebuild the Home is higher than the Home Sum Insured, plus any Special Feature Sums Insured shown in the Schedule due solely to the increase in building costs described in paragraph (a) above.

The most we will pay, in total, for all increases in insurance is the amount calculated by applying the percentage of the statistically significant increase in demand to:

- (a) the Home Sum Insured shown on the Schedule, and
- (b) the Special Feature Sums Insured, where a Special Feature is shown in the Schedule, up to a maximum of 10% more than those sums insured.

For example:

An earthquake causes damage to a large number of homes in your town and substantially damaged your home. As a result of all of the homes needing to be repaired/rebuilt, the cost of building materials and labour increases sharply. If your total sum insured of \$300,000 is no longer adequate because of the increased costs, we may pay up to \$330,000 to rebuild or repair your home.

6. Stress payment.

If, in our opinion, it is uneconomic to repair the Loss to your Home, we will pay you \$1,000 for the stress caused by the Loss. This is paid in addition to the Total Sum Insured.

7. Water or sewage pipe blockage.

If any of the underground water or sewage pipes within the boundary of your section at the Situation shown in the Schedule become blocked then we will pay up to \$125 towards the cost of clearing the blockage.

The maximum amount we will pay for all blockages happening in any one Period of Insurance is \$125.

The amounts we will pay.

Event A.

1. The most we will pay.

Home Sum Insured.

- (a) The most we will pay for Loss to the Home (exclusive of Special Features) for any Happening that occurs during the Period of Insurance is the Home Sum Insured. This includes:
 - (i) Compliance Costs,
 - (ii) Professional and Other Fees,
 - (iii) Demolition and Removal Costs,
 - (iv) all Special benefits to Event A unless stated otherwise.
- (b) However, within the Home Sum Insured, the most we will pay in total for any Happening that occurs during the Period of Insurance for Loss to:
 - (i) all retaining walls is \$20,000, and
 - (ii) all Recreational Features is \$40,000, unless an increased limit is shown on the Schedule, in which case that increased limit is the most we will pay for the respective property.

Special Feature Sum Insured.

- (c) The most we will pay for any Loss to any Special Feature for any Happening that occurs during the Period of Insurance is its Special Feature Sum Insured. This includes:
 - (i) Compliance Costs,
 - (ii) Professional and Other Fees,
 - (iii) Demolition and Removal Costs.

Total Sum Insured.

- (d) The most we will pay for Loss under Section 01, Home Insurance, Event A in total for any Happening that occurs during the Period of Insurance is the Total Sum Insured. This includes the:
 - (i) Home Sum Insured,
 - (ii) any Special Feature Sums Insured,
 - (iii) all Special benefits to Event A unless stated otherwise.

2. If your home is economic to repair.

If, in our opinion, it is economic to repair the Loss to your Home, we may choose to:

- (a) pay the reasonable cost to repair the part of your Home that suffered the Loss, or

- (b) pay you the estimated reasonable cost to repair the part of the Home that suffered the Loss.

3. If your home is uneconomic to repair.

- (a) If, in our opinion, it is uneconomic to repair the Loss to your Home, you may choose one of the following:
 - (i) Rebuild on the same site: We will pay the reasonable cost incurred to rebuild the part of your Home that suffered the Loss to an equivalent size and specification on its original site; or
 - (ii) Rebuild on another site: We will pay the reasonable cost incurred to rebuild the part of your Home that suffered the Loss to an equivalent size and specification on another site that you provide anywhere in New Zealand. The cost must not be greater than the reasonable cost of rebuilding the part of your Home that suffered the Loss on its original site less Demolition and Removal Costs incurred; or
 - (iii) Buy another home: We will pay the reasonable cost incurred to buy another home anywhere in New Zealand, including reasonable and necessary legal and associated fees. However, we will not pay more than the estimated reasonable cost that would have been payable if the part of the Home that suffered the Loss had been rebuilt within a reasonable timeframe on the original site less Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees are not included in the estimated rebuilding costs as these are only incurred when rebuilding occurs; or
 - (iv) Accept a cash payment with our consent: At our sole discretion, we will pay you the estimated reasonable cost to rebuild the part of your Home that suffered the Loss less Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees are not included in the estimated rebuilding cost as these are only incurred when rebuilding occurs.
- (b) If, in our opinion, it is uneconomic to repair the Loss to your Home, and you sell your Home before the rebuilding begins the most we will pay is the lesser of:
 - (i) the Total Sum Insured, and

- (ii) the difference between the market value of your Home immediately before and immediately after the Loss, plus Demolition and Removal Costs we determine are necessary,

less any costs insured by this Policy which have been met by us up to the date on which the sale settles.

4. Settlement of your loss.

The following are subject to the provisions outlined above in 'The amount we will pay - The most we will pay'.

Standard of repair or rebuild.

We will pay the reasonable costs to repair or rebuild the part of the Home that suffered the Loss to a condition as similar as possible to when it was new, using current industry accepted building materials and construction methods, but excluding additional materials, work and expense required solely to comply with Government or local authority bylaws and regulations.

Compliance Costs.

- (a) If we are paying to repair or rebuild your Home, we will also include the reasonable costs of additional materials, work and expense required solely to comply with Government or local authority bylaws and regulations. We will only pay these costs of compliance:
 - (i) if the Home complied with all requirements that existed at the time it was originally built and at the time of any alteration, and
 - (ii) for the part of the Home that has suffered Loss insured by this Policy.
- (b) We will not pay any costs of compliance if notice of non-compliance had already been served before the Loss occurred.
- (c) These costs are not payable when you buy another home or accept a cash payment as settlement of your claim, as described in (a) (iii) or (iv) of '3. If your home is uneconomic to repair' above.

Professional and Other Fees.

- (a) If we are paying to repair or rebuild the part of your Home that suffered the Loss, we will also include the reasonable costs of:
 - (i) design, engineer's, surveyor's and building consultant's fees, and
 - (ii) consents and associated legal fees.

- (b) These costs must be necessary to repair or rebuild the part of the Home that has suffered Loss and approved by us before they are incurred.
- (c) These costs are not payable when you buy another home or accept a cash payment as settlement of your claim, as described in (a) (iii) or (iv) of '3. If your home is uneconomic to repair' above.

Demolition and Removal costs.

- (a) If we accept a claim for Loss to your Home, we will also pay the reasonable costs of:
 - (i) the demolition of the part of your Home that suffered the Loss, and the removal of debris associated with that and necessary to effect the repair or rebuild of that Loss, and
 - (ii) removing your household contents when this is required to enable your Home to be repaired or rebuilt, but not the cost of storing them or returning them to the Home.
- (b) These costs must be necessary and approved by us before they are incurred.
- (c) If we pay to demolish any part of the Home this gives us the choice to take the debris and dispose of it as we see fit and retain any salvage obtained.

Costs not covered.

We will not pay for any costs that are incurred for:

- (a) any part of the Home that has not suffered Loss unless this is necessary to repair or rebuild the Loss insured, or
- (b) stabilising, supporting or restoring land, earth, or fill, or
- (c) anyone you engage to prepare, advise on, or negotiate a claim made under your Home Policy.

We will not pay these costs. You will have to meet these.

5. Hidden gradual damage.

The maximum amount we will pay for hidden gradual damage is \$5,000 in any one Period of Insurance.

Event B.

1. If you do not occupy your Home you can claim the amount of rent you have lost during the time needed to restore your Home.
2. If you do occupy your Home you can claim the amount of rent you would have lost during the time needed to restore your Home had it been occupied by a tenant.
3. The maximum amount you can claim is \$12,500 for each residential dwelling shown on the Schedule as insured by Section 01, Home Insurance.

Event C.

We will pay up to \$1,000,000 for any one Happening inclusive of all costs charged to you with our approval or awarded against you by a Court.

The amounts you will pay.

The amount of the Excess shown in the Schedule in respect of each Happening will be deducted from every claim, unless stated otherwise under 'Special benefits to Event A'.

If there is a Happening that involves more than one section and each section has a standard excess, we will waive the lowest excess that would otherwise apply. This does not apply if any section has a voluntary excess (a higher excess you selected) or an imposed excess (an increased excess we applied to your Policy which replaces the standard excess).

The Excess is deducted after any Policy limits have been applied.

You are not insured for.

Event A.

1. Wear and tear, depreciation, corrosion, rust, rot, mildew or gradual deterioration (other than Hidden gradual damage as set out in 'You are insured for' Event A, 2, on page 3).
2. Gradual damage to swimming or spa pools, decks, gates, fences, walls in the grounds of your Home, paths, drives, trees, shrubs and hedges.
3. Loss or damage, cost or expense arising from any fault, defect, error or omission in:
 - (a) design, plan, or specification, and/ or
 - (b) workmanship, construction or materials.
4. Intentional acts by anyone living in your Home. This does not apply to Loss caused by fire or explosion unless caused by you or your husband or wife, or person with whom you are living within the nature of a marriage.
5. Theft by anyone living in your Home.
6. The breakdown, failure or wearing out of any mechanical or electrical equipment, or any part thereof unless burning out occurs as a result of an accidental and external force.
7. Loss or damage to fuses, protective devices or lighting or heating elements caused by electricity.
8. Any liability or loss of or damage to electronic data from any cause whatsoever including, but not limited to, a computer virus. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with electronic data. However this exclusion does not apply to physical damage to other insured property that results from that loss of or damage to electronic data, and which is not otherwise excluded. Electronic data means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to 'Trojan Horses', 'Worms' and 'Time or Logic Bombs'.
9. Loss, expense or liability connected in any way with subsidence or erosion.
10. Loss, expense or liability connected in any way with settling, warping or cracking caused by earth or other movements. This does not apply to any Loss insured by the 'Special benefits and Natural disaster cover'.
11. Breakage of glass or other fragile material which is not securely fixed or which is already in a damaged or imperfect condition.
12. Any floor covering which is not in the room or rooms where the Loss happened.
13. Loss to the Home caused by Natural disaster other than the insurance provided under the 'Special benefits and Natural disaster cover'.
14. Loss caused by hydrostatic pressure to swimming pools and/or spa pools. This only applies to the property directly affected. It does not apply to any resultant sudden and Accidental Loss to other parts of the Home.

15. Any kind of consequential loss other than as specifically provided for under Section 01, Home Insurance, Event B.

Event C.

1. Liability for Loss to property belonging to members of your family who are living with you.
2. Liability arising from any business, trade or profession.
3. Liability created by a contract or agreement (except where you would of been liable even without a contract or agreement).
4. Liability arising from the ownership or use of any motor vehicle (other than an electric wheelchair, domestic garden appliance or golf cart), motor cycle, motor scooter, trailer, caravan, watercraft, aircraft or other aerial device.
5. Liability arising if you have not complied with all the requirements of the Forest and Rural Fires Act 1977.

Special Conditions of Home Insurance.

Burglar alarm system.

1. Where an alarm system has been professionally installed and we give you a burglar alarm discount then it must be
 - (a) tested regularly,
 - (b) maintained in good working order,
 - (c) set when your Home is unattended.

Changes to your Home.

2. You must tell us if you make any structural alterations or structural additions to your Home.

Insurance during sale and purchase.

3. Where a Loss occurs after you have entered into a contract to sell the Home, the purchaser is covered by this Policy for that Loss up until the final settlement, or until they take possession of the Home, whichever happens first, as long as:
 - (a) they meet all the same Conditions of this Policy that you must meet, and
 - (b) they have not otherwise insured the Home at the time of the loss.

Tenanted homes.

4. You must tell us if there are any tenants living in your Home.

Vacant homes.

5. This Section 01, Home Insurance is automatically suspended if you or a person authorised by you has not been living at the Home for a period of more than 60 consecutive days.

This Section 01, Home Insurance will automatically start again as soon as you, or a person authorised by you, is living in the Home again.

However, this Section 01, Home Insurance may be continued, if one of the following applies:

- (a) You tell us that no one will be living at the Home and we agree that insurance will continue. We may, at this time, change the terms of the Policy.
- (b) We have the Home recorded as a holiday home, and the following criteria are met:
 - (i) the Home is inspected inside and outside by you or a nominated person at least every 60 days, and
 - (ii) the Home and its grounds are adequately maintained, and
 - (iii) mail is cleared regularly, and
 - (iv) the water supply is turned off, and
 - (v) all doors are locked, and all windows secured.

Section 02: Contents Insurance

Classic Contents

Definitions.

1. Your Contents include:
 - (a) any of the following that you own or hire (as long as you're legally liable under the hire agreement):
 - (i) household goods and personal effects,
 - (ii) carpets and floor coverings that are not glued to the floor,
 - (iii) any surfboard, windsurfer, surf-ski, kayak, dinghy or canoe (including their parts and accessories in them or attached to them),
 - (iv) electric wheelchairs, mobility scooters, domestic garden appliances, golf carts, and children's motorbikes less than 50cc and used only off road (including their parts and accessories),
 - (v) portable swimming pools and portable spa pools,
 - (vi) parts or accessories of:
 - any watercraft, and
 - motor vehicles, motorcycles, motor scooters, trailers and caravans, and
 - aircraft and other aerial devices,that are not in them or attached to them, and
 - (b) wedding or Christmas presents for other people being kept at your Home, and
 - (c) contents owned by any of your children that are left with you while they live outside New Zealand.

Your Contents does not include:

- (a) items used at any time for earning income, except for cover detailed under 'The amounts we will pay', Event A, 3(d) on page 10, or
 - (b) livestock, domestic pets and other creatures, or
 - (c) motor vehicles, motor cycles, motor scooters, trailers and caravans and their parts or accessories that are in them or attached to them, or
 - (d) aircraft and other aerial devices and their parts or accessories that are in them or attached to them, or
 - (e) carpets and floor coverings that are glued to the floor.
2. The Insured is the person (or persons) shown in the Schedule ('you/your'). This includes your husband or

wife or person with whom you are living in the nature of a marriage. This also includes any family member who permanently lives with you in your Home, or who is a student attending an educational institution and lives in a hostel run by or for that institution.

3. Your Home is the buildings and grounds at the Situation shown in the Schedule. Your Home does not include any land or earth or fill.
4. A Happening is any accident, loss, damage, Injury or legal liability.

You are insured for.

Event A.

1. Accidental and sudden loss of or damage to your Contents while they are at your Home or while they are temporarily anywhere else in New Zealand.
2. Gradual Damage to your Contents, consisting of hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from any internal tank, internal water pipe or internal waste disposal pipe installed at your Home provided the damage occurred and was discovered while you were personally living in this home.

Event B.

Reasonable additional living expenses if it is necessary for you to live somewhere else because of

- (a) Accidental and sudden loss or damage to your Home.
- (b) Gradual Damage (as set out in 'You are insured for' Event A, 2) to your Home or to your Contents.

Event C.

Your legal liability

- (a) for accidental loss of or damage to anyone else's property anywhere in New Zealand.
- (b) under Section 43 or 46 of the Forest and Rural Fires Act 1977.

This Event also insures other members of your family who are living with you.

Event D.

Fatal injury at your Home by fire, burglars or thieves to you, your husband or wife, or a person with whom you are living with in the nature of a marriage.

Special benefits to Event A.

The Excess shown in the Schedule and loss of your Claim-Free Discount will not apply to these Special benefits.

1. Stress payment.

If we settle a claim under Event A as a total loss then an extra \$1,000 will be paid to you for the stress caused by the loss.

2. Keys and locks.

If any of the keys to your Home are lost, stolen or believed on reasonable grounds to have been duplicated without your permission we will pay up to \$1,000 to replace those keys and to alter the locks they were for. Cover also includes the reasonable cost of opening any safe following theft or loss of its key or combination.

3. Spectacles, contact lenses, dentures and hearing aids.

If you are aged 55 years or over and we settle a claim solely for the loss or damage to spectacles, contact lenses, dentures or hearing aids neither the Excess shown in the Schedule nor any depreciation for wear and tear will be made to the first claim payable during any Period of Insurance.

The amounts we will pay.

Event A.

1. For any item not listed in 2 below which is replaced or repaired we will pay
 - (a) the repair cost, where the item is damaged and capable of being economically repaired.
 - (b) to replace the item as nearly as possible equal to its condition when new, where the item is lost, destroyed or cannot be repaired.
2. For any item listed below, we will pay the amount of the loss or damage or the cost to repair the item as nearly as possible to the same condition it was in immediately before the loss or damage happened:
 - bicycles;
 - books;
 - clothing or footwear;
 - compact discs, records, audio tapes, video tapes or video games;
 - computer software and related media;
 - sporting or camping equipment;
 - household linen;
 - items which you choose not to restore or replace.
3. The maximum amount we will pay
 - (a) when a Specified Sum Insured is shown in the Schedule is that Specified Sum Insured.

- (b) when a Specified Sum Insured is not shown in the Schedule, is
 - (i) \$2,500 for any bicycle, camera (film, digital or video) or camcorder;
 - (ii) \$3,000 for any item of jewellery or watch, up to a maximum of \$15,000 for multiple items;
 - (iii) \$10,000 for any ornament, painting, picture or work of art;
 - (iv) \$2,500 for any collection;
 - (v) \$3,000 for any surfboard, windsurfer, surf-ski, kayak, dinghy or canoe (including their parts and accessories) or any parts or accessories of any watercraft;
 - (vi) \$300 in total for bullion, unset precious stones, credit cards, money and stamps not being part of a collection and certificates or documents which can be redeemed for cash;
- (c) \$1,000 in total for any spare parts, accessories or associated equipment, which belong to but are not in or attached to any motor vehicle (other than a domestic garden appliance), motor cycle, trailer, caravan, aircraft or other aerial device.
- (d) \$1,000 in total for contents used in any business.
- (e) for Gradual Damage is \$5,000 in any one Period of Insurance.

4. The maximum amount we will pay for all loss or damage caused by any one Happening is the current Sum Insured.

Event B.

1. Reasonable additional living expenses for the time that it would normally take to make your Home fit to be lived in again.
2. The maximum amount we will pay is \$12,500.

Event C.

We will pay up to \$1,000,000 for any one Happening as well as all costs charged to you with our approval or awarded against you by a Court.

Event D.

We will pay \$5,000 for your death and \$5,000 for the death of your husband or wife or person with whom you are living with in the nature of a marriage.

The amounts you will pay.

The amount of the Excess shown in the Schedule in respect of each Happening will be deducted from every claim.

If there is a Happening that involves more than one section and each section has a standard excess, we will waive the lowest excess that would otherwise apply. This does not apply if any section has a voluntary excess (a higher excess you selected) or an imposed excess (an increased excess we applied to your Policy which replaces the standard excess).

You are not insured for.

Event A.

1. Wear and tear, depreciation, corrosion, rust, rot, mildew, gradual deterioration, scratching, chipping, denting, shrinking or colour changes (other than Gradual Damage as set out in 'You are insured for' Event A, 2).
2. Faulty design, manufacture or assembly.
3. Malicious damage or vandalism by anyone living in your Home, but this does not apply to damage caused by fire or explosion unless caused by you.
4. Theft by anyone living in your Home.
5. The breakdown, failure or wearing out of any part of any mechanical or electrical equipment unless burning out occurs.
6. Damage caused by electricity to fuses, protective devices or lighting or heating elements.
7. Damage caused by power cuts made by an electricity supply authority.
8. Any carpet or floor covering which is not in the room or rooms where the loss or damage happened.
9. Loss of or damage to Contents which are being or which have been permanently shifted away from the Situation shown in the Schedule.
10. Loss or damage covered by the Injury Prevention, Rehabilitation & Compensation Act 2001 or any subsequent amendment or Act.
11. Loss or damage which is covered by the Earthquake Commission Act or which would have been covered but for
 - (a) the deduction of an excess
 - (b) the Earthquake Commission exercising its power to decline a claim for that loss or damage.

Event B.

1. Expenses which you can claim under any other Section or any other policy.

Event C.

1. Liability for loss of or damage to property belonging to members of your family who are living with you.
2. Liability arising from any business, trade or profession.

3. Liability created by a contract or agreement (except where you would of been liable even without a contract or agreement).
4. Liability arising from the ownership or use of any
 - (a) motor vehicle (other than an electric wheelchair, domestic garden appliance or golf cart), motor cycle, motor scooter, trailer, caravan, aircraft or other aerial device.
 - (b) water craft (other than a surfboard, windsurfer, surf-ski, kayak, dinghy or canoe).
5. Liability arising if you have not complied with all the requirements of the Forest and Rural Fires Act 1977.

Events A, B, C and D.

1. Loss, damage or expenses arising from subsidence or erosion.

Special conditions of Classic Contents Insurance.

Vacant homes.

1. You must tell us if there will be no one living at your Home for a period of more than 60 days at a time.

Inflation protection.

2. The Sum Insured (less the value of all Specified items) will be automatically adjusted every year to reflect the movement in the Consumer Price Index for selected household goods and personal effects.

Burglar alarm system.

3. Where an alarm system has been professionally installed and we give you a burglar alarm discount then it must be
 - (a) tested regularly;
 - (b) maintained in good working order;
 - (c) set when your Home is unattended.

Items of jewellery specified in the Schedule.

4. For any item of jewellery in the Schedule to be covered for loss or damage caused by faulty or loose clasps or settings, you must have a practising jeweller
 - (a) check the item of jewellery every 12 months, and
 - (b) carry out all necessary repair work before the loss or damage happened.

Tenanted homes.

5. You must tell us if there are any tenants living in your Home.

Automatic reinstatement.

6. Once your Contents are restored or replaced following loss or damage, we will automatically give you free reinstatement of the Sum Insured.

Basic Contents

Definitions.

1. Your Contents include:
 - (a) any of the following that you own or hire (as long as you're legally liable under the hire agreement):
 - (i) household goods and personal effects,
 - (ii) carpets and floor coverings that are not glued to the floor,
 - (iii) any surfboard, windsurfer, surf-ski, kayak, dinghy or canoe (including their parts and accessories in them or attached to them),
 - (iv) electric wheelchairs, mobility scooters, domestic garden appliances, golf carts, and children's motorbikes less than 50cc and used only off road (including their parts and accessories),
 - (v) portable swimming pools and portable spa pools,
 - (vi) parts or accessories of:
 - any watercraft, and
 - motor vehicles, motor cycles, motor scooters, trailers and caravans, and
 - aircraft and other aerial devices, that are not in them or attached to them, and
 - (b) wedding or Christmas presents for other people being kept at your Home, and
 - (c) contents owned by any of your children that are left with you while they live outside New Zealand.

Your Contents does not include:

- (a) items used at any time for earning income, except for cover detailed under 'The amounts we will pay', Event A 3(d) on page 13, or
 - (b) livestock, domestic pets and other creatures, or
 - (c) motor vehicles, motorcycles, motor scooters, trailers and caravans and their parts or accessories that are in them or attached to them, or
 - (d) aircraft and other aerial devices and their parts or accessories that are in them or attached to them, or
 - (e) carpets and floor coverings that are glued to the floor.
2. The Insured is the person (or persons) shown in the Schedule ('you/your'). This includes your husband

or wife or person with whom you are living in the nature of a marriage. This also includes any family member who permanently lives with you in your Home, or who is a student attending an educational institution and lives in a hostel run by or for that institution.

3. Your Home is the buildings and grounds at the Situation shown in the Schedule. Your Home does not include any land or earth or fill.
4. A Happening is any accident, loss, damage, Injury or legal liability.

You are insured for.

Event A.

Accidental and sudden loss of or damage to your Contents while they are at your Home or while they are temporarily anywhere else in New Zealand.

Event B.

Your reasonable additional living expenses, if it is necessary for you to live somewhere else because of accidental and sudden loss of or damage to your Home.

Event C.

Your legal liability:

- (a) for accidental loss of or damage to anyone else's property anywhere in New Zealand,
- (b) under Section 43 or 46 of the Forest and Rural Fires Act 1977.

The amounts we will pay.

Event A.

1. For:
 - (a) Desktop computers and laptops (including their parts and accessories) under 3 years of age, and
 - (b) The following items under 5 years of age:
 - (i) furniture,
 - (ii) furnishings,
 - (iii) home appliances,
 - (iv) stereos,
 - (v) TVs,

that are repaired or replaced, we will pay either:

- (a) the repair cost, where the item is damaged and capable of being economically repaired, or

- (b) to replace the item as nearly as possible equal to its condition when new, where the item is lost, destroyed or cannot be repaired.
2. For all other contents we will pay the amount of the loss or damage or the cost to repair the item as nearly as possible to the same condition it was in immediately before the loss or damage happened. This includes any portable digital audio player or handheld gaming console.
 3. The maximum amount we will pay:
 - (a) when a Specified Sum Insured is shown in the Schedule is that Specified Sum Insured.
 - (b) when a Specified Sum Insured is not shown in the Schedule, is:
 - (i) \$1,000 for any bicycle, watch, camera (film, digital or video), camcorder or item of jewellery;
 - (ii) \$1,000 for any ornament, painting, picture or work of art;
 - (iii) \$1,000 for any collection;
 - (iv) \$1,000 for any surfboard, windsurfer, surf-ski, kayak, dinghy or canoe (including their parts and accessories);
 - (v) \$125 in total for bullion, unset precious stones, credit cards, money and stamps not being part of a collection and certificates or documents which can be redeemed for cash.
 - (c) is \$1,000 in total for any spare parts, accessories or associated equipment, which belong to but are not in or attached to any motor vehicle (other than a domestic garden appliance), motorcycle, trailer, caravan, watercraft, aircraft, or other aerial device.
 - (d) is \$1,000 in total for contents used in any business.
 4. The maximum amount we will pay for all loss or damage caused by any one Happening is the current Sum Insured.

Event B.

We will pay the reasonable additional living expenses for the time that it would normally take to make your Home fit to be lived in again.

The maximum amount we will pay is \$5,000 for any one Happening.

Event C.

We will pay up to \$1,000,000 for any one Happening as well as all costs charged to you with our approval or awarded against you by a Court.

The amounts you will pay.

The amount of the Excess shown in the Schedule in respect of each Happening will be deducted from every claim.

If there is a Happening that involves more than one section and each section has a standard excess, we will waive the lowest excess that would otherwise apply. This does not apply if any section has a voluntary excess (a higher excess you selected) or an imposed excess (an increased excess we applied to your Policy which replaces the standard excess).

You are not insured for.

Event A

1. Wear and tear, depreciation, corrosion, rust, rot, mildew, gradual deterioration, scratching, chipping, denting, shrinking or colour changes.
2. Faulty design, manufacture or assembly.
3. Malicious damage or vandalism by anyone living in your Home. This does not apply to damage caused by fire or explosion unless caused by you.
4. Theft by anyone living in your Home.
5. The breakdown, failure or wearing out of any part of any mechanical or electrical equipment unless burning out occurs.
6. Damage caused by electricity to fuses, protective devices or lighting or heating elements.
7. Damage caused by power cuts made by an electricity supply authority.
8. Any carpet or floor covering that is not in the room or rooms where the loss or damage happened.
9. Loss of or damage to Contents that are being, or that have been, permanently shifted away from the Situation shown in the Schedule.
10. Loss or damage covered by the Injury Prevention, Rehabilitation & Compensation Act 2001 or any subsequent amendment or Act.
11. Loss or damage which is covered by the Earthquake Commission Act or which would have been covered but for:
 - (a) the deduction of an excess
 - (b) the Earthquake Commission exercising its power to decline a claim for that loss or damage.
12. Theft or disappearance of any Contents that you leave:
 - (a) unattended in a public place, or
 - (b) in an unlocked and unattended vehicle, or
 - (c) in an unlocked building or room.

Event B.

1. Expenses that you can claim for under any other Section or any other policy.

Event C.

1. Liability for loss of or damage to property belonging to members of your family who are living with you.
2. Liability arising from any business, trade or profession.
3. Liability created by a contract or agreement (except where you would have been liable even without a contract or agreement).
4. Liability arising from the ownership or use of any:
 - (a) motor vehicle (other than an electric wheelchair, domestic garden appliance or golf cart), motorcycle, motor scooter, trailer, caravan, aircraft or other aerial device.
 - (b) watercraft (other than a surfboard, windsurfer, surf-ski, kayak, dinghy or canoe).
5. Liability arising if you have not complied with all the requirements of the Forest and Rural Fires Act 1977.

Events A, B and C.

1. Loss, damage or expenses arising from subsidence or erosion.

Special conditions of Basic Contents Insurance.**Vacant homes.**

1. You must tell us if there will be no one living at your Home for a period of more than 60 consecutive days.

Inflation protection.

2. The Sum Insured (less the value of all Specified items) will be automatically adjusted every year to reflect the movement in the Consumer Price Index for selected household goods and personal effects.

Burglar alarm system.

3. Where an alarm system has been professionally installed and we give you a burglar alarm discount then it must be:
 - (a) tested regularly, and
 - (b) maintained in good working order, and
 - (c) set when your Home is unattended.

Items of jewellery specified in the Schedule.

4. For any item of jewellery in the Schedule to be covered for loss or damage caused by faulty or loose clasps or settings, you must have a practising jeweller:
 - (a) check the item of jewellery every 12 months, and
 - (b) carry out all necessary repair work before the loss or damage happened.

Automatic reinstatement.

5. Once your Contents are restored or replaced following loss or damage, we will automatically give you free reinstatement of the Sum Insured.

Section 03: Private Motor Vehicle Insurance

This insurance applies.

While the vehicle insured is being used

- (a) for private, social, domestic or pleasure purposes including community work;
- (b) in connection with any profession, business or occupation other than
 - (i) the occupation of Salesperson; Commercial Traveller; Insurance Agent, Inspector or Assessor; Land or Estate Agent; Manufacturer's Agent; Stock or Station Agent;
 - (ii) in connection with the motor trade.

This insurance will not apply.

While the vehicle insured is being used to

- (a) carry fare-paying passengers or for hire (other than for car pooling or car sharing);
- (b) carry goods or samples in connection with any trade or business (other than farming).

Definitions.

1. Your Vehicle is the vehicle described in the Schedule, including
 - (a) any standard tool supplied by the vehicles manufacturer or a similar substitute tool;
 - (b) any Accessory or spare part whilst in or on your Vehicle;
 - (c) any Accessory which has been temporarily removed from your Vehicle for security purposes, cleaning or servicing.
2. An Accessory is a part of your Vehicle designed for use in a vehicle but which is not directly related to the function of a vehicle including
 - (a) any radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of your Vehicle;
 - (b) any portable telephone which connects to a power source in your Vehicle;
 - (c) any car seat covers, floor mats or child car seats.
3. A Happening is any accident, loss, damage, Injury or legal liability.
4. An Injury is bodily injury caused solely and directly by violent, accidental, external and visible means.
5. Use shall include the driving, parking, garaging or storing of the vehicle.

6. Reparation is an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

Event A - Loss or Damage to your vehicle.

This Event only applies when an amount is stated on the Schedule under 'Sum Insured'.

You are insured for.

1. Loss of or damage to your Vehicle.
2. Reasonable costs incurred to take care of your Vehicle and its Accessories if it is disabled following any Happening for which a claim is payable under Paragraph 1 of 'You are insured for' Event A.
3. Loss or damage to any trailer used for the purpose consistent with (a) and (b) of 'This insurance applies' (other than a boat trailer, caravan, camper trailer, horse float or the contents of any trailer) owned by you or in your care and which is not otherwise insured provided this Policy is not
 - (a) insuring a trailer
 - (b) limited to loss or damage by fire and/or theft.
4. General Average or Salvage charges you are legally required to pay as a result of your Vehicle being carried by ship between the North and South Islands of New Zealand.

The amounts we will pay.

1. If we consider your Vehicle is economic to repair, we may
 - (a) arrange to repair your Vehicle, or
 - (b) pay the cost of repairs as estimated by our assessor.
2. If we consider your Vehicle is uneconomic to repair or if your Vehicle is stolen and not recovered, we may
 - (a) replace your Vehicle with a new vehicle of the same model and specification, if available in New Zealand, following any Happening within 12 months of purchase new by you, or
 - (b) replace your Vehicle with an equivalent vehicle, if available in New Zealand, following any Happening when your Vehicle is over 12 months old or if you did not purchase the vehicle new, or
 - (c) pay the current Sum Insured if, at the time of the Happening, your Vehicle was in every respect in a good and well maintained condition, or

- (d) pay the market value up to the current Sum Insured if, at the time of the Happening, your Vehicle was not in a good and well maintained condition.
- 3. We will pay the market value at the time of the Happening for any new parts, Accessories or tools that are unobtainable in New Zealand but not more than the last selling or list price in New Zealand.
- 4. If the Schedule names other interested parties we may
 - (a) get their agreement if replacing the Vehicle, or
 - (b) make any payment or part payment to them.
- 5. For loss of or damage to any trailer insured under Paragraph 3 of 'You are insured for' Event A, we will pay
 - (a) the cost of repairs, or
 - (b) the market value
 whichever is the lesser, but the maximum amount payable shall not exceed \$1,000.

The amounts you will pay.

The amount of the Excess shown in the Schedule will be deducted from every claim under Event A.

If your Vehicle is damaged in an accident involving another party and you give us:

- (a) details of the name and address of the other party,
- (b) the registration number of the other vehicle or other identifying particulars of the other party,
- (c) assistance, if required, in any efforts we make to recover costs from the other party,

and we are satisfied that the other party caused the accident, you will not have to pay the Excess and your No Claim Discount will not be adjusted.

You are not insured for.

- 1. Loss of use, depreciation, wear and tear.
- 2. Mechanical or electrical breakdowns, failures or breakages or damage to any engine or transmission system resulting from those breakdowns, failures or breakages.
- 3. Damage to tyres caused by braking or by punctures, cuts or bursts.
- 4. For any claim in respect of a trailer insured under Paragraph 3 of 'You are insured for' under Event A, the Excess is \$100.
- 5. The contents of any trailer.

Protection against uninsured drivers under Event A.

When your Vehicle is damaged in an accident caused by an identified, uninsured driver of another vehicle and a claim is payable under this Event, we will not adjust your No Claim Discount provided full liability is admitted by or established against that driver.

Caravan under Event A.

Where a caravan is specified in the Schedule the insurance under Event A will include loss of or damage to the fixtures, fittings, furnishings, furniture and utensils normally permanently contained in or attached to that caravan.

Provided:

- 1. Such property is not otherwise insured.
- 2. We shall not be liable for
 - (a) loss of or damage to clocks, pictures, works of art, china, glass, earthenware or other fragile articles;
 - (b) the scratching, chipping, abrasing or denting of furniture unless caused by fire or theft or attempted theft or by the overturning of the caravan or by the impact of the caravan with any other object.

Special benefits under Event A - These do not apply to Third Party Fire & Theft policies.

- 1. Windscreens or Windows

Your entitlement to a No Claim Discount will not be affected by nor will the Excess be applied to, a claim which relates solely to damage to any windscreen or window of your Vehicle.
- 2. Accommodation Costs

If a claim is payable under Event A of this Section for loss of or damage to your Vehicle occurring more than 100 kilometres from your normal place of residence and your Vehicle cannot be driven, we will pay up to \$500 for reasonable additional costs incurred for accommodation for you and members of your family travelling together.
- 3. Road Clearing Costs

In the event of loss of or damage to your

 - (a) Vehicle, or
 - (b) trailer covered under Paragraph 3 of 'You are insured for',

for which a claim is payable under Event A of this Section we will pay up to \$1,000 for reasonable costs incurred for removing debris from any road or parking area, including any property carried by your Vehicle or trailer.
- 4. Keys and Locks
 - (a) If any key giving access to your Vehicle is lost, stolen or believed on reasonable grounds to have been duplicated without your permission, we will pay reasonable costs incurred to replace those keys and to alter the locks they were for.
 - (b) The Excess shown in the Schedule will not apply and your No Claim Discount entitlement will not be affected.

- (c) The maximum amount we will pay for any one Happening or during any Period of Insurance is \$500.

Event B - Liability.

You are insured for.

1. Legal liability for
 - (a) accidental loss of or damage to anyone else's property, or
 - (b) accidental Injury to any person arising in connection with the driving or use of
 - (i) your Vehicle;
 - (ii) any trailer or caravan attached to your Vehicle;
 - (iii) a motorcar that you do not own and are not purchasing provided you have the owner's permission to drive it and the liability is not insured under any other policy.
2. The legal liability of
 - (a) any other person
 - (b) your employer or fellow employee for
 - (i) accidental loss of or damage to anyone else's property, or
 - (ii) accidental Injury to any person arising in connection with the driving or use of your Vehicle or any trailer or caravan attached to your Vehicle provided
 - such use has your permission
 - such person or employer shall meet all the terms, limitations, conditions and exceptions under the Policy that you have to observe, fulfil and comply with.
 - the liability is not insured under any other policy.
3. The legal liability to pay
Reparation to a victim who has suffered accidental loss of property or accidental bodily injury as a result of your commission of an offence in connection with your Use of the Vehicle, or any other private vehicle, provided that you had the owner's permission to Use the vehicle.
Provided that:
 - a) you must tell us immediately if you or any other person entitled to cover under this benefit is charged with any offence in connection with the Use of the Vehicle, or any other private vehicle, which resulted in loss of property or bodily injury to another person; and
 - b) we must give our written approval before any offer of Reparation is made.

Cover under this benefit is also available for any person Using your Vehicle provided that they had your permission to Use the Vehicle and they are not otherwise insured for their liability to pay the Reparation.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:

- a) a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,
- b) the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
- c) a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence, other than under Event F - 'Defence costs for a charge of manslaughter'.

The amounts we will pay.

1. For liability for accidental loss of or damage to property we will pay up to \$20,000,000 for any one Happening including costs and expenses incurred with our approval or awarded against you by a Court.
2. For liability for Injury to any person we will pay up to \$1,000,000 for any one Happening including costs and expenses incurred with our approval or awarded against you by a Court.
3. We may pay the full amount under this Event for any claim or series of claims arising from any one Happening and give up any claim defence or proceedings.

You are not insured for.

1. Any Happening where your Vehicle, trailer, caravan or motorcar is being driven or used for a purpose not insured under this Section.
2. Liability for loss of or damage to property owned by you or anyone we insure under this Policy who claims under this Event.
3. Liability for loss of or damage to property in your care or in the care of anyone we insure under this Event other than for
 - (a) a disabled motor vehicle being towed without charge by any vehicle insured;

- (b) clothing, personal effects and personal luggage being carried by any vehicle insured that belongs to a passenger in the vehicle.
- 4. Liability for loss of or damage to any property being carried by or loaded into or loaded from any vehicle insured (other than property as set out in Paragraph 3 above).
- 5. Liability arising while in transit between the North and South Islands of New Zealand if the person in charge of any vehicle insured did not comply with all the requirements of the carrier.
- 6. Liability for injury to
 - (a) you or any person who lives with you or any member of your family or any person you have a business relationship with;
 - (b) any person or persons we insure who claim(s) under this Event or anyone who lives with them or any member of their family or any person they have a business relationship with.
- 7. Liability for injury covered by the Injury Prevention, Rehabilitation & Compensation Act 2001 or any subsequent amendment or Act.
- 8. Any fine, penalty, punitive or exemplary damages.
- 9. Any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.
- 10. Any consequent damage, loss, liability or consequent costs incurred by you or any other person after we have paid the full amount of our liability under Paragraph 3 of 'The amounts we will pay'.

Event C - Accidental Death or Permanent Disablement.

This Event only applies when an amount is stated on the Schedule under 'Sum Insured'.

You are insured for.

An Injury to

- (a) you;
- (b) your husband or wife or person with whom you are living in the nature of a marriage while driving your Vehicle or any other motorcar with the owner's permission that results in
 - (i) Death of such person(s) within 3 calendar months from the date of the Injury;
 - (ii) Permanent disablement of such person(s) within 3 calendar months from the date of the Injury.

The amounts we will pay.

1. We will pay the amount below for death or permanent disablement

(a) Death	\$10,000
(b) Permanent total loss of sight of both eyes	\$10,000
(c) Total loss of both hands or both feet or of one hand together with one foot	\$10,000
(d) Total loss of one hand or one foot together with the permanent total loss of sight of one eye	\$10,000
(e) Permanent total loss of sight of one eye	\$5,000
(f) Total loss of one hand or one foot	\$5,000
2. We will pay
 - (a) only for one of Paragraphs 1 (a) to (f) above for any Injury to an injured person arising from one Happening.
 - (b) the legal personal representative of such person following death.
3. If more than one person is entitled to payment under this Event, payment will be made proportionately according to the number of persons.
4. The maximum amount we will pay for all claims during any one Period of Insurance is the amount shown for death.

You are not insured for.

1. Death or disablement of any person resulting from suicide or attempted suicide.
2. Death or disablement of any person unless directly and solely caused by an injury or arising from medical or surgical treatment consequent upon such injury.
3. Any Happening where your Vehicle, trailer, caravan or motorcar is being driven or used for a purpose not insured under this Policy.

Event D - Medical Expenses.

This Event only applies when an amount is stated on the Schedule under 'Sum Insured'.

You are insured for.

An Injury to

- (a) you;
- (b) your husband or wife or person with whom you are living in the nature of a marriage

while driving your Vehicle or any other motorcar with the owner's permission that results in expenses incurred for

medical, surgical, manipulative massage, therapeutic, x-ray or nursing treatment.

The amounts we will pay.

The maximum amount we will pay for all claims during any one Period of Insurance is \$500.

You are not insured for.

1. Expenses that can be claimed from any other source.
2. Any accident, loss or damage where your Vehicle, trailer, caravan or motorcar is being driven or used for a purpose not insured under this Section.
3. Expenses resulting from your suicide or attempted suicide.

Event E - Transport Costs.

This Event only applies when an amount is stated on the Schedule under 'Sum Insured'.

You are insured for.

1. Reasonable costs incurred following a Happening for which a claim is payable under Event A for
 - (a) transport by rail or bus from the place where the Happening occurred to your home in New Zealand or to your next immediate destination in New Zealand for
 - (i) you;
 - (ii) your husband or wife or person with whom you are living in the nature of a marriage;
 - (iii) members of your family who are living with youif such persons are prevented from returning in your Vehicle to their home as a result of the accident, loss or damage.
 - (b) returning your Vehicle to your home in New Zealand or to another place you and we both agree upon after your Vehicle has been repaired.
2. Reasonable costs incurred for the return of your Vehicle to the place from where it was stolen or to another place you and we both agree upon when it is recovered following theft or conversion.

The amounts we will pay.

We will pay the actual reasonable costs incurred.

You are not insured for.

Expenses covered by the Injury Prevention, Rehabilitation & Compensation Act 2001 or any subsequent amendment or Act.

Event F - Defence costs for a charge of manslaughter.

You are insured for.

Your legal costs incurred for defending a charge of

- (a) manslaughter, or
- (b) dangerous or careless driving causing death arising in New Zealand from
 - (i) you driving your Vehicle.
 - (ii) your husband or wife or person with whom you are living in the nature of a marriage driving your Vehicle.
 - (iii) any member of your family who lives with you driving your Vehicle with your permission.
 - (iv) you, your husband or wife or person with whom you are living in the nature of a marriage driving any other motorcar that you or they do not own and are not purchasing provided the driver has the owner's permission to drive it.

Event B - Liability 'You are not insured for' - Clause 9 does not apply to this benefit.

The amounts we will pay.

We will pay up to \$1,000 for all claims for legal costs incurred during any one Period of Insurance.

You are not insured for.

1. Any costs arising from a deliberate or wilful act.
2. Any accident, loss or damage where your Vehicle, trailer, caravan or motorcar is being driven or used for a purpose not insured under this Section.

Event G - Protection against uninsured drivers.

This Event only applies when 'Third Party Only' or 'Third Party Fire and Theft' insurance is shown in the Schedule.

You are insured for

1. Loss of or damage to your Vehicle
2. Reasonable costs incurred to take care of your Vehicle and its Accessories if it is disabled

when your Vehicle is damaged in an accident caused by an identified, uninsured driver of another vehicle and full liability is admitted by or established against that driver.

The amounts we will pay.

1. If we consider your Vehicle is economic to repair, we may
 - (a) arrange to repair your Vehicle, or
 - (b) pay the cost of repairs as estimated by our assessor.

2. If we consider your Vehicle is uneconomical to repair, we may replace your Vehicle with an equivalent vehicle, if available in New Zealand, or pay the market value.
3. The maximum amount that we will pay under this Event is \$3,000.

You are not insured for.

1. Loss of use, depreciation, wear and tear.
2. Mechanical or electrical breakdowns, failures or breakages or damage to any engine or transmission system resulting from those breakdowns, failures or breakages.
3. Damage to tyres caused by braking or by punctures, cuts or bursts.

When a claim is payable under this Event, we will not adjust the No Claim Discount entitlement for the next renewal of this insurance.

Special benefit applicable under Section 03.

1. Change of Vehicle
When cover already exists under Section 03 - Private Motor Vehicle Insurance and you purchase another vehicle that vehicle will be automatically included in the Schedule from the date of purchase provided always that
 - (a) you notify us within 30 days of the date of purchase;
 - (b) the purchased vehicle will be subject to all the terms exceptions and conditions of this Policy;
 - (c) the Sum Insured shown in the Schedule will be the purchase price of that vehicle;
 - (d) you pay any additional premium that may be required.

You are not insured for under Section 03.

1. Any accident, loss, damage, injury or liability arising while any vehicle insured is being driven or used by you or by any authorised person who
 - (a) does not hold a licence required by law to drive the vehicle.
 - (b) does not comply with any limitation, term or condition of their driver's licence.

Paragraph 1 will not apply

- (i) if that person does not hold a licence but obtains a licence without a further driving test, or
- (ii) if your Vehicle is being used for the purpose of teaching a learner to drive if all requirements of the law are being complied with, or
- (iii) while the vehicle is parked, garaged or stored.

2. Any accident, loss, damage, injury or liability arising while any vehicle insured is being driven or used by any person who

- (a) at the time of the Happening has a proportion of alcohol in their breath or blood which exceeds the legal limit.
- (b) in connection with the Happening is convicted of failing or refusing to undergo a breath or blood test.
- (c) at the time of the Happening is under the influence of alcohol to such an extent as to be incapable of having proper control of the vehicle. This sub-section shall not apply if the person has a breath or blood test for alcohol.
- (d) at the time of the Happening is under the influence of a drug or substance to such an extent as to be incapable of having proper control of the vehicle.
- (e) fails or refuses to stop, or remain at the scene, following an accident (as required by law).

Paragraph 2 will not apply

- (i) where the claim arises from theft or conversion of your Vehicle, or
 - (ii) while the vehicle is parked, garaged or stored.
3. Any Happening arising from any intentional or reckless act or omission.
 4. Any Happening arising while any vehicle insured is being driven or used by any person in an unsafe or unroadworthy condition where that condition causes or contributes to the Happening and you or the driver could reasonably be expected to have been aware of that condition. (Unsafe or unroadworthy condition includes any condition that may result in damage to the vehicle or any part of it).
 5. Any Happening arising while any vehicle insured is being used in or tested in preparation for any race, rally, pace-making, reliability trial or speed test.
 6. Any Happening if
 - (a) your Vehicle or its engine has been modified since manufacture unless details of all the modifications have been given to us.
 - (b) the sound system installed in your Vehicle when new has been replaced with a sound system valued at more than \$1,000 unless details have been given to us.

Paragraph 5(b) will only apply where the claim arises from theft or conversion of your Vehicle.

Conditions of Private Motor Vehicle Insurance.

Care of the Vehicle.

1. (a) Reasonable care must be taken to protect your Vehicle and to prevent loss or damage.
- (b) Your Vehicle must be maintained in efficient condition.
- (c) We will have free access to examine your Vehicle at all times.

Claims.

2. If anything happens which may give rise to a claim under this Section you must allow our assessor to examine your Vehicle and give or obtain an estimate of the necessary repairs.
3. If your Vehicle is a total loss and we have paid your claim
 - (a) this Policy is automatically cancelled;
 - (b) we will not give any refund of premium;
 - (c) your Vehicle will become our property.

4. If anything happens which may give rise to a claim under this Section you must tell us immediately if you or anyone else entitled to cover under this Section is charged with any offence in connection with the Use of your Vehicle, or any other private vehicle, which resulted in loss of property or bodily injury to another person.
5. Unless we have agreed, you or anyone else entitled to cover under this Section must not negotiate, offer to pay or pay any Reparation, including but not limited to, offers made as part of any case management conference or sentencing hearing.

Security System Discount.

6. Where an alarm or an immobiliser system has been professionally installed and we give you a security system discount then it must be
 - (a) maintained in good working order;
 - (b) set when your Vehicle is unattended.

Section 04: Pleasure Craft Insurance

Definitions.

1. Your Vessel is the vessel shown in the Schedule, including its auxiliary dinghy, trailer or any other equipment or accessories which are either attached to or permanently kept on board your vessel. This also includes your fishing, diving or water skiing gear or equipment, or any other personal effects provided that they are not otherwise insured.
2. New Zealand includes the area of sea not more than 50 nautical miles from the coastline of New Zealand.
3. You/Your shall also include any other person on board your Vessel with your permission.
4. A Happening is any accident, loss, damage, Injury or legal liability.
5. Reparation is an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002, but subject to any limit of liability under the Maritime Transport Act 1994.

You are insured for.

Event A.

Accidental and sudden loss of or damage to your Vessel anywhere in New Zealand.

Event B.

1. Reasonable costs incurred by you in trying to prevent or reduce loss or damage which is insured by Event A.
2. The cost of having to replenish, refill or replace safety flares or fire extinguishers used in trying to prevent or reduce loss or damage which is insured by Event A.
3. The cost of having to remove your Vessel from anywhere in New Zealand or to tow your Vessel to the nearest place of repair due to
 - a) loss or damage to your Vessel which is insured by Event A, or
 - b) the mechanical or electrical breakdown of your Vessel.

Event C.

1. Your legal liability as the owner or as the person in charge of your Vessel in respect of
 - (a) accidental loss of or damage to anyone else's property;
 - (b) accidental bodily injury to any person (bodily injury shall be deemed to include death, sickness, disease, disability, shock, fright,

mental anguish or mental injury); occurring anywhere in New Zealand.

2. All legal costs and expenses
 - (a) recovered by any claimant against you;
 - (b) incurred with our written consent;
 - (c) incurred for representation at a coroner's inquest or fatal accident enquiry;in connection with any claims which may be payable under this Event.

This Event also insures any person engaged in water skiing or similar sport while being towed by your Vessel.

3. Your legal liability to pay Reparation to a victim who has suffered accidental loss of property or accidental bodily injury as a result of your commission of an offence in connection with your use of the Vessel, or any other private watercraft used for pleasure purposes, provided that you had the owner's permission to use the watercraft.

Provided that:

- (a) you must tell us immediately if you or any other person entitled to cover under this benefit is charged with any offence in connection with the use of your Vessel, or any other private watercraft used for pleasure purposes, which resulted in loss of property or bodily injury to another person; and
- (b) we must give our written approval before any offer of Reparation is made.

Cover under this benefit is also available for any person using your Vessel provided that they had your permission to use the Vessel and they are not otherwise insured for their liability to pay the Reparation.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:

- (a) a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,
- (b) the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
- (c) a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

Event D.

Bodily injury suffered by you caused solely and directly by violent, accidental, external and visible means occurring whilst you are on board your Vessel and which is the sole and direct cause of

- (a) death;
- (b) the total and permanent loss of use of one limb;
- (c) the total and permanent loss of sight of an eye;
- (d) your total and incurable disablement from all further work.

Event E.

1. Out of Pocket Costs
Additional expenses incurred by you to attend any court proceedings or enquiry at our request.
2. Transportation Costs
Reasonable costs incurred following a Happening for which a claim is payable under Event A for returning from the place where the Happening occurred to your home in New Zealand if prevented from returning as a result of the Happening.

The amounts we will pay.**Event A.**

1. This insurance will pay the amount of the loss or damage or the cost of restoring your Vessel as nearly as possible to the same condition it was in immediately before the loss or damage happened.
2. The maximum amount you can claim is \$1,125 for any outboard motor or auxiliary dinghy unless it is shown in the Schedule with a Specified Sum Insured which then becomes the maximum amount you can claim for that item.
3. We will also pay, in the occurrence of your Vessel being stranded or running aground, the reasonable costs of having the hull of your Vessel inspected.
4. If other interested parties are named in the Schedule, any payment under the Section may be made to them.
5. The maximum amount payable for any one Happening including any amount they may be payable under Event B of this Section shall not in the aggregate exceed the current Total Sum Insured on your Vessel.

Event B.

The maximum amount payable for any one Happening, including any amount that may be payable under Event A of this Section, shall not in the aggregate exceed the current Total Sum Insured on your Vessel.

Event C.

This insurance will pay up to \$1,000,000 for any one Happening inclusive of all costs charged to you with our

approval or awarded against you by a Court.

Event D.

1. We will pay you, or in the occurrence of your death your executors or administrators the amount of \$10,000.
2. The maximum amount payable in respect of any one Happening will not exceed \$10,000 and in the occurrence of the death or bodily injury of more than one person this amount shall be divided equally between such persons or their executors or administrators.

Event E.

The maximum amount payable for any one Happening shall not exceed

1. \$100 for each day, up to a maximum of 15 days for Out of Pocket Costs.
2. \$250 per person but not exceeding \$1,000 in the aggregate during any one Period of Insurance for Transportation Costs.

The amounts you will pay.

The amount of the Excess shown in the Schedule in respect of each Happening will be deducted from every claim.

If there is a Happening that involves more than one section and each section has a standard excess, we will waive the lowest excess that would otherwise apply. This does not apply if any section has a voluntary excess (a higher excess you selected) or an imposed excess (an increased excess we applied to your Policy which replaces the standard excess).

You are not insured for.**Event A.**

1. Faulty design, manufacture, construction or assembly.
2. Wear and tear, rot, corrosion, rust, mildew, fouling or gradual deterioration.
3. The breakdown, failure or wearing out of any part of any mechanical or electrical machinery, gear or equipment unless burning out occurs.
4. Damage caused by electrical current to fuses, protective devices or lighting or heating elements.
5. Loss or damage by order of any Government or Local Body unless that order was for the purpose of preventing or reducing pollution arising from loss or damage which is insured by Event A.
6. Loss of or damage to
 - (a) sails, or protective covers which are blown away or damaged by the wind;

- (b) sails, masts spars or rigging happening while the Vessel is racing;

unless that loss or damage is caused by fire or by the Vessel being stranded, sunk, or in a collision.

7. Loss of or damage to your fishing, diving or water skiing gear or equipment whilst in use.

Event C.

1. Liability for loss of or damage to personal effects belonging to any member of your family who is living with you.
2. Liability arising while your Vessel is being carried or towed by any motor vehicle.
3. Fines, penalties, punitive or exemplary damages.
4. Liability to any
 - (a) employee;
 - (b) member of your family usually living with you.
5. Liability to any person for which there is indemnity under the Injury Prevention, Rehabilitation & Compensation Act 2001 or any subsequent amendment or Act.
6. Any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.

Event D.

Bodily injury consequent upon you committing or attempting to commit suicide, intentional self injury or any criminal act.

All Events.

1. Loss, damage, liability or bodily injury
 - (a) arising while your Vessel is on hire or charter or is being used other than for private pleasure purposes unless used for search and rescue work by or on behalf of the Police, Coastguard or other authority;
 - (b) caused by your Vessel being in an unsafe or unseaworthy condition where you were aware or with any reasonable diligence ought to have been aware of your Vessel being in such a condition;
 - (c) arising while your Vessel (unless it is a yacht) is engaged in any race or speed test or is being tested for any race or speed test;
 - (d) arising whilst you are operating or in charge of your Vessel under the influence of alcohol to such an extent that it affects your ability to operate your Vessel;
 - (e) arising from
 - (i) nuclear weapons;

- (ii) ionising radiation or contamination by radio-activity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
- (iii) war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), military or usurped power, civil war, rebellion, revolution or insurrection.

You are not insured for loss or liability if the person in charge of your Vessel, or any other private watercraft used for pleasure purposes, fails or refuses to stop, or remain at the scene, following an accident (as required by law).

2. You are not insured for loss or liability arising from any intentional or reckless act or omission.

Conditions of Pleasure Craft Insurance.

Marine Insurance Act.

1. The insurance set out in this Section and the rights and duties of both you and us are subject to the provisions of the Marine Insurance Act 1908 except where those provisions have been expressly varied in this Policy.

Care of the Vessel.

2.
 - (a) You must keep the Vessel in a safe and seaworthy condition.
 - (b) Reasonable care must be taken to protect your Vessel and to prevent loss or damage including theft of anything insured under this Policy.
 - (c) We will have free access to examine your Vessel at all times.

Change of ownership.

3. This Section is automatically cancelled immediately once you cease to be the owner of the Vessel. If this happens you can ask us for a refund of any premium which is due to you.

Person in charge of the vessel.

4. Persons in charge of the Vessel with your permission must comply with all Conditions of this Section in so far as applicable.

Mooring requirements.

5. If your Vessel is normally moored then the mooring must
 - (a) conform with all licensing and statutory regulations;
 - (b) be suitable for the size, displacement and the type of your Vessel;
 - (c) be regularly maintained and in good order and condition;

- (d) be visually inspected at no less than 24 month intervals.
- 6. You must not leave your Vessel
 - (a) unattended at anchor, or
 - (b) on a temporary mooring for more than 24 consecutive hours.

Other conditions.

- 7. If anything happens which may give rise to a claim under Event D of this Policy you must as soon as possible (except in the occurrence of your death) seek medical advice from a duly registered Medical Practitioner and follow that advice.
- 8. If anything happens which may give rise to a claim under this Section you must tell us immediately if you or anyone else entitled to cover under this Section is charged with any offence in connection with the operation of your Vessel, or any other private watercraft used for pleasure purposes, which results in loss of property or bodily injury to another person.
- 9. Unless we have agreed, you or anyone else entitled to cover under this Section must not negotiate, offer to pay or pay any Reparation, including but not

- limited to, offers made as part of any case management conference or sentencing hearing.
- 10. Your accidental death shall not in any way be presumed by reason of your disappearance, except in the occurrence of the total loss of your Vessel.
- 11. The laws of New Zealand shall apply to and the Courts of New Zealand will have exclusive jurisdiction in respect of any litigation arising out of this Policy. Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

The Exclusions applicable to all Sections of this Policy

For all Events you are not insured for:

1. The amount of the Excess shown in the Schedule in respect of each Happening which will be deducted from every claim. The Excess will not apply to Event A or Event B of your Private Motor Vehicle Insurance Section if your vehicle is damaged in a Happening caused by an identified, uninsured driver of another vehicle and full liability is established against that driver.
2. Loss connected in any way with confiscation, nationalisation, requisition, acquisition or destruction of or damage to property by order of government, public or local authority or under any statute or regulation.
3. Loss, liability, prosecution or expense of any type in connection with
 - (a) ionising radiation or contamination by radio-activity from;
 - (i) any nuclear fuel, or
 - (ii) any nuclear waste from the combustion or fission of nuclear fuel,
 - (b) nuclear weapons material.
4. Any loss or damage, injury or liability arising outside New Zealand.
5. Legal liability arising out of a contract or agreement (except where you would have been liable even without such contract or agreement).
6. Loss, liability, death, prosecution or expense of any type in connection with an act of terrorism, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

 - (a) involves violence against one or more persons, or
 - (b) involves damage to property, or
 - (c) endangers life other than that of the person committing the action, or
 - (d) creates a risk to health or safety of the public or a section of the public, or
 - (e) is designed to interfere with or disrupt an electronic system.
7. Loss, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.
8. Loss, expense or liability in connection with the manufacture, storage, or distribution at the Home, of any 'controlled drug' as defined in the Misuse of Drugs Act 1975, unless:
 - (a) the Home is rented to a tenant, and
 - (b) you, or the person who manages the tenancy on your behalf, has:
 - (i) exercised reasonable care in the selection of tenant(s) by at least obtaining satisfactory written or verbal references, and
 - (ii) completed an internal and external inspection of the property at a minimum of 3-monthly intervals and upon every change of tenants, and
 - (iii) kept a written record of the outcome of each inspection, and provided to us a copy of the record if we requested it.

If (a) and (b) above have been met, the most we will pay for any Happening is:

 - (i) \$25,000 for Loss resulting from chemical contamination, or
 - (ii) the amount stated under 'The amounts we will pay' of Event A of Section 01, Home Insurance and/or Section 02 - Contents Insurance for Loss resulting from fire or explosion.

If you have insurance under more than one section of this Policy, or any other Policy with us that contains this same 'Unlawful Substances' exclusion, the most we will pay in total for any Happening for (i) above is \$25,000.

The Conditions applicable to all Sections of this Policy

Care of your property.

1. You must take reasonable care to protect your property and to prevent loss or damage.

Change of terms.

2. We can change the terms of this Policy (including the Excess) by giving you fourteen working days notice at your last known address.

Claims.

3. Unless we have agreed, you must not
 - (a) incur any expenses in connection with the claim;
 - (b) negotiate, pay, settle, admit or deny any claim or do anything which may in any way prejudice our rights.
4. We shall have the right to
 - (a) restore, replace or pay for any of your property;
 - (b) refuse to pay for any claim if
 - (i) it is false;
 - (ii) you or anyone acting on your behalf or anyone else we insure under this Policy gives untrue information and knows that information is not true;
 - (iii) the Loss is caused by your wilful act or with your connivance.
5. If anything happens which may give rise to a claim under this Policy you must
 - (a) do as much as you can to take care of your property and to prevent further loss, damage, expense or liability;
 - (b) tell us as soon as possible and complete a claim form;
 - (c) tell the Police immediately if you think your property has been lost or damaged by burglary, theft, vandalism or malicious acts;
 - (d) send any letter or other document you receive from anyone else to us immediately;
 - (e) give us any information or assistance we ask for.

6. We will have the right to take action in your name to
 - (a) negotiate, defend or settle any claim against you that is insured by this Policy;
 - (b) recover from any other person anything insured by this Policy.
7. If agreement over a claim cannot be reached then
 - (a) the claim may be referred to arbitration but only if you and we both agree;
 - (b) we will not be liable under this Policy unless;
 - (i) you commence court action; or
 - (ii) arbitration proceedings begin within 12 months from the date of the Loss.
8. You cannot give up any part of your property to us, but we may take over any damaged or recovered property and deal with the salvage in any reasonable way.
9. Information about any claim you may make will be supplied to the Insurance Claims Register Ltd (ICR), P O Box 474, Wellington which has been set up by the Insurance Council of New Zealand and operates on behalf of participating insurers including us. ICR will hold details of claims we supply to it and provide these details to the other participating insurers if requested. You have the right of access to and correction of your personal information pursuant to provisions of the Privacy Act 1993.

Other insurances.

10. This Policy does not insure your Loss or liability at all if it is insured to an extent under any other insurance policy. We will not contribute towards any claim under any other insurance policy.
This Condition will not apply to any payment under
 - (a) Section O3 - Private Motor Vehicle Insurance, Paragraph 2 of 'You are insured for', Event B, or
 - (b) Section O3 - Private Motor Vehicle Insurance, Event C and D.

Increased risk.

11. You must notify us immediately if, after we have accepted your application for this Policy, there is a material:

- (a) increase in the risk covered, or
- (b) alteration in the risk covered.

We may change the terms of this Policy in response to any material change in circumstance you or anyone else advised to us. The change in terms will be effective from the date of the change in circumstances.

Information is 'material' where we would have made different decisions about either: (a) accepting your insurance, or (b) setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway. The 'risk covered' refers to both: (a) the actual property or liabilities insured (known as physical hazard), and (b) you or other persons covered by this Policy (known as moral hazard).

Cancellation.

12. To cancel this Policy

- (a) you can tell us in writing
- (b) we can tell you in writing. We can either
 - (i) hand the notice to you in which case cancellation will take place at 4 p.m. seven days later, or
 - (ii) post the notice to you at your last known postal address in which case cancellation will take place at 4 p.m. on the seventh day after posting.

We will give you a refund of any premium which is due to you but if you cancel this Policy we may keep a minimum premium appropriate for the time insured.

- (c) This Policy will be automatically cancelled if you do not pay the premium. Cancellation under this clause will be effective from the date to which the Policy was paid up to.
- (d) If, in our opinion it is uneconomic to repair the Loss to the Home, this Policy will be automatically cancelled from the date we pay your claim or the date on which rebuilding commences, whichever occurs first. We will not refund you any premium for the unused portion of the Period of Insurance.

Other parties with a financial interest.

13. If we know of any financial interest over the Home, we may pay part or all of any claim proceeds to the holder of that interest.

This payment will go towards meeting the obligations we have under this Policy for the Loss.

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

Any party, who is recorded as having a financial interest under this Policy, is not covered by this Policy and does not have rights to claim under this Policy.

Assignment.

14. Except as outlined in 'Other Parties with a Financial Interest' above, you must not otherwise transfer any of your entitlements or benefits under Section 01, Home Insurance to any person or entity without our prior written consent.

It is not possible to assign the entitlements or benefits of Section 01, Home Insurance 'If your home is uneconomic to repair, (a)'. If, in our opinion, it is not economic to repair the Loss to the Home, the provisions of 'If your home is uneconomic to repair, (b)' will apply to the entitlement that is transferable. It is not possible to assign Section 01, Home Insurance to another person or entity.

Governing law and jurisdiction.

15. The law of New Zealand applies to this Home Policy and the New Zealand courts have exclusive jurisdiction.

Legislation changes.

16. Any reference to any Act of Parliament or subordinate regulations or rules referred to in this Policy includes any amendments made or substitutions to that law.

Conditions of the Authority to accept Direct Debits

1. The Initiator:

- (a) Will provide the Customer with a "Money Transfer report" detailing the payment amount and payment date of Direct Debit transactions initiated for the Customer.
- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of clause 1 (a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator through the Initiator's Bank.

PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3. The Customer acknowledges that:

- (a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.

- (c) Any dispute as to the correctness or validity of any amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lies between me/us and the Initiator.
- (d) The Bank accepts no responsibility or liability for the accuracy of information about Direct Debits on Bank Statements.
- (e) The Bank is not responsible for, or under any liability in respect of:
 - (i) any variations between notices given by the Initiator and the amounts of Direct Debits.
 - (ii) the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever.

In any such situation the dispute lies between me/us and the Initiator.

- (f) Notice given by the Initiator in terms of clause 1 (a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4. The Bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time to time.

Keep in touch.

 Drop in to any ASB branch

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