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Ando Insurance Group Limited

# Contents



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## Our Promise To You

### Thank you for choosing Ando!

In return for **you** having paid or promised to pay the required premium **we** agree to insure **you** as set out in this policy.

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## Important Stuff About This Policy

### The insurance contract

The contract consists of:

- any information provided to **us** by **you** or on **your** behalf including **your** proposal,
- this policy document,
- any endorsements or clauses that **we** apply to **your** policy, and **the schedule**.

### Duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** or anyone applying on **your** behalf must tell **us** everything **you** know (or could be reasonably expected to know) that might affect **our** decision when deciding:

- to accept **your** insurance, and/or
- the cost or terms of the insurance, including the **excess**.

In particular, **you** should tell **us** anything which may increase the chance of a claim under this policy, or the amount of a claim under this policy.

**You** also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** or anyone on **your** behalf breaches this duty of disclosure, **we** may treat this policy as being of no effect and to have never existed.

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

### Changes to facts or circumstances during the policy

**You** must tell **us** of any material change to any of the facts or circumstances existing at the beginning of the **period of insurance**. If **you** do notify **us** of a change, **we** may alter the premium, the terms of **your** insurance or cancel the insurance with effect from the date on which the change first occurred.

### Changing your mind

If **you** change **your** mind **you** can cancel **your** policy within 30 days of it starting provided **you** have not made a claim. **We** will then cancel the policy from its commencement and refund in full any premium **you** have paid.

### Reading this policy

There are words in bold that have a specific meaning(s) and are explained in the 'Definitions' section at the end of this policy document.

The headings that **we** have used in this policy document are intended to help **you** find **your** way through it more easily. They are not intended to be used for interpreting the contents of the policy document.

### Privacy Act and the Insurance Claims Register

By entering into this insurance contract with **us**, **you** consent to **your** personal information being collected by **us** and being shared by **us** with other insurance companies, claims supply partners and brokers, for the purposes of entering into this policy with **you** and any claim in connection with this policy. **You** also consent to any personal information **we** hold in connection with any claim that **you** make being transferred to the **Insurance Claims Register**, a register operated by Insurance Claims Register Limited for use by participant insurers, including **us**. This information may be accessed by participant insurers for the purpose of managing claims.

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## Fair Insurance Code

**We** are committed to complying with the Fair Insurance Code as published by the Insurance Council of New Zealand.

This means **we** will:

- provide insurance contracts which are understandable and show the legal rights and obligations of both **us** and **you**;
- explain the meaning of legal or technical words or phrases;
- explain the special meanings of words or phrases as they apply in the policy;
- manage claims quickly, fairly and transparently;
- clearly explain the reason(s) why a claim has been declined; and
- provide **you** with a written summary of **our** complaints procedure as soon as disputes arise and advise **you** how to lodge a complaint and tell **you** about the Insurance and Financial Services Ombudsman Scheme.

## Concern or complaint

**We** aim to provide a great standard of service in everything **we** do.

If **you** have a concern or complaint, **we** want to hear from **you** so that **we** have the opportunity to make it right. **You** can contact **us** on 09 377 1432 or see [www.ando.co.nz](http://www.ando.co.nz) for information on **our** complaints and dispute resolution process.

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## What We Agree To Cover

This policy provides insurance for **your contents** plus a number of extra benefits. However, not all of **your** belongings are covered and sometimes they are only covered up to a certain amount. In this section, **we** explain what is covered by the policy. In the next section, “What We Won’t Cover” **we** set out some of the things that **we** don’t cover under this policy. **You** should read both sections to get a full picture of what is covered by this policy.

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## Section 1: Main Insuring Promise

We will cover **you** for **loss** to **your contents** during the **period of insurance**:

- while they are at **your home**; and,
- anywhere in New Zealand if they are temporarily away from **your home** for use.

We will cover **you** in the way that is explained in the “What Happens If You Need To Claim” section of this policy on page 18.

### Definition of “Contents”

In this policy “contents” means any items that **you** own or hire (as long as **you’re** legally liable under the hire agreement) and includes:

- household goods and personal effects;
- **watercraft**;
- electric wheelchairs, mobility scooters, domestic garden appliances, golf carts, and children’s motorbikes which are less than 50cc and used only off road (together with parts and accessories for these items);
- furniture, furnishings, rugs, lamps, blinds and curtains;
- portable swimming pools and portable spa pools;
- parts or accessories of:
  - **watercraft, motor vehicles**, motor cycles, motor scooters, trailers and caravans; and aircraft and other aerial devices, that are not in the **motor vehicle, watercraft** or aerial device at the time of **loss** or attached to them;
- wedding or Christmas presents for other people being kept at the **home**; unless they are otherwise excluded from the definition.

However, “contents” does not include the following items:

- carpets and fixed floor coverings including glued, smooth edge or tacked carpet and floating floors;
- lawns, plants, trees, shrubs or hedges;
- land, earth or fill;
- animals of any kind;
- boats, crafts and vessels that travel in or on water other **watercraft** or parts and accessories for them, whether or not they are attached to or in the boat, craft or vessel;
- **motor vehicles**, motor cycles, motor scooters, trailers and caravans and their parts or accessories that are in or attached to them;
- aircraft and other aerial devices including **remotely piloted aircraft** and their parts or accessories that are in them or attached to them,
- stock, property or materials used for earning an income or part of a business;
- any item which **you** own or which **you** are responsible for, but for which **you** have not yet taken physical possession;
- any artificial body parts, surgical implants, or attachment that are permanently fitted to **you** or to any animal; or,
- fixtures or fittings permanently attached to **your home** or any building.

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## Section 2: Additional Policy Benefits

### Alternative accommodation

If **your home** becomes **uninhabitable** due to an **event** which:

- occurs during the **period of insurance**; and
- causes **loss** which is covered by this policy or covered entirely by the Earthquake Commission;

**we** will pay the reasonable cost of temporary accommodation of a similar quality to **your home** for **you**, members of **your family** who were permanently living with **you** immediately before the **loss**, and **your domestic pets**.

**We** will stop paying temporary accommodation as soon as any of the following occur:

- **your home** has been repaired or rebuilt;
- **your home** is no longer **uninhabitable**;
- **you** move into another **home** that **you** own;
- **we** have provided temporary accommodation for 12 months;
- **we** have paid \$50,000 for temporary accommodation;
- **your** tenancy agreement ends (if **you** occupy the **home** as a tenant); or
- **you** move to another rental property on a permanent basis (if **you** occupy the **home** as a tenant).

If **you**, or a member of **your family**, have any other policy with **us** which also provides cover for temporary accommodation, **you** and **your family** are only entitled to payment of this benefit under one policy per **event**.

**We** will not pay this benefit where:

- **your home** is a holiday home;
- **your home** was **unoccupied** at the time of the **event**; or
- where the **loss** is to land only.

The cover provided by this Additional Policy Benefit is in addition to the **sum insured**.

### Business tools

**We** will cover **you** for **loss** to your **business tools** during the **period of insurance** while:

- they are at the **home**; and,
- while they are temporarily away from the **home** anywhere in New Zealand.

The most **we** will pay **you** under this Additional Policy Benefit for any one **event** is \$2,000.

### Change of address

If **you** are moving to a new **home**, **we** will cover **your contents** as set out in this policy while **your contents** are at **your** new or old **home** for 14 days from when **you** start moving.

### Children's Contents

#### Boarding school students

**We** will cover **your family** for **loss** to their **contents** during the **period of insurance** while they are temporarily living away from the **home** at accommodation provided by a primary, intermediate or secondary school.

The cover provided by this Additional Benefit is included within the **sum insured** and is subject to the limits shown in the "What Happens if You Need to Claim" section of this policy on page 18.

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## Tertiary students

**We** will cover **your family** for **loss** to their **contents** during the **period of insurance** while they are temporarily living away from the **home** attending a polytechnic or university provided they return home to live at the **home** at the end of the tertiary year.

**We** will not cover **your family** under this Additional Benefit 'Tertiary Students' for **loss** arising from the **contents** being:

- stolen, unless the theft follows forceful and violent entry to any building; or
- lost or misplaced,

Unless the **family** member is:

- living in a hostel; or
- other accommodation run by or for that polytechnic or university.

The most **we** will pay **your family** under this Additional Policy Benefit is \$1,000 for any one item of **contents** and \$5,000 in total for any **event**.

## Children living overseas

**We** will cover **your** children for **loss** during the **period of insurance** to their **contents** that are left with **you** and are stored at the **home** while they live overseas.

The cover provided by this Additional Benefit is included within the **sum insured** and is subject to the limits shown in the "What Happens if You Need to Claim" section of this policy on page 18.

## Contents kept in bank vault or safety deposit box

**We** will cover **you** for **loss** to **your contents** during the **period of insurance** while they are kept in a bank vault or bank safety deposit box.

The cover provided by this Additional Benefit is included within the **sum insured** and is subject to the limits shown in the "What Happens if You Need to Claim" section of this policy on page 18.

## Contents in commercial storage

**We** will cover **you** for **loss** to **your contents** during the **period of insurance** while they are kept in a storage facility operated by a commercial storage company.

The cover under this benefit is limited to **loss** caused by any of the following:

- fire, explosion or lightning;
- storm or flood (but not if the flooding originates from inside the building);
- burglary by violent or forced entry into the storage building;
- malicious damage or vandalism;
- water or oil escaping from, or freezing in, a tank, pipe, water or heating system installed in the storage building;
- impact by vehicle, aircraft, animal, falling trees or branches;
- earthquake, volcanic eruption, hydrothermal activity, landslip or tsunami.

**We** will not cover **you** for **loss** to any of **your contents** which have been kept at the storage facility for longer than six months at the date of the **loss**.

The most **we** will pay **you** under this Additional Policy Benefit is the **sum insured** or \$50,000, whichever is the lesser, for any one **event**. The cover provided by this Additional Benefit is also subject to the specified limits for certain types of items shown in the "What Happens if You Need to Claim" section of this policy on page 18.

## Contents in transit

**We** will cover **you** for **loss** to **your contents** during the **period of insurance** while the contents are in transit from the **home** to any permanent residence anywhere in New Zealand, if the **loss** was caused by:

- 
- fire, lightning or explosion;
  - theft after a violent and forceful entry to any **motor vehicle** or building;
  - earthquake, volcanic eruption, hydrothermal activity, landslip or tsunami;
  - impact by aircraft or other aerial or spatial devices or articles dropped from them; or
  - the **motor vehicle** used to transport them is involved in a collision.

**We** will not cover **you** for loss to any of **your contents** if they are only damaged through being scratched, chipped or dented.

The most **we** will pay **you** under this Additional Policy Benefit is the **sum insured** or \$50,000, whichever is the lesser, for any one **event**. The cover provided by this Additional Benefit is also subject to the specified limits for certain types of item shown in the “What Happens if You Need to Claim” section of this policy on page 18.

### Credit or Debit cards

**We** will cover **you** for the sum of money that **you** lose if **your** credit or debit cards are lost or stolen and used fraudulently by any person who is:

- not related to **you**, and
- not living at the **home**, and
- not a person whose contents are covered by this Contents Policy

**We** will only cover **you** under this Additional Benefit if:

- **you** are unable to recover the money from the person who committed the fraud, from the issuer of the credit or debit card or any other party; and,
- **you** have complied with all conditions of the issuer of **your** credit card or debit card.

The most **we** will pay **you** under this Additional Policy Benefit is \$2,000 for all claims made under this benefit during the **period of insurance**.

### Fatal injury

If **you** are injured at the **home** because of a fire or burglary and **you** die within 3 months because of the injuries **you** sustained in the fire or burglary then **we** will pay **your** legal representative \$10,000.

The most **we** will pay **your** legal representative under this Additional Policy Benefit is \$10,000 for all claims made under this benefit during the **period of insurance**.

The cover provided by this Additional Policy Benefit is in addition to the **sum insured**.

### Food spoilage

**We** will cover **you** for **loss** to food which is spoiled because:

- a refrigerator or freezer stops working or breaks down; or
- the power supply to the refrigerator or freezer is accidentally disconnected, during the **period of insurance**.

### Golf carts

**We** will cover **you** for **loss** to **your** golf cart(s) during the **period of insurance** while they are kept in a locked building at a golf club.

The cover provided by this Additional Benefit is included within the **sum insured** and is subject to the limits shown in the “What Happens if You Need to Claim” section of this policy on page 18.

### Hidden gradual damage

**We** will cover **you** for gradual physical damage to **your contents** provided that the damage is caused by the leaking or overflowing of a:

- 
- water pipe; or
  - waste disposal pipe; or
  - water storage tank

which is hidden from view within the **home** or enclosed within its walls, ceiling, cupboards, floors or roof space and which is permanently connected to the **home's** plumbing system.

**We** will not cover **you** for:

- any other gradually occurring damage;
- the cost of repairing the water pipe, the waste disposal pipe or the water storage tank, including the cost of accessing these items; or,
- any damage that occurs before or after the **period of insurance**.

The maximum that **we** will pay **you** under this Additional Policy Benefit is \$5,000 for all **events** occurring during the **period of insurance**.

### Home office

**We** will cover **you** for **loss** that occurs during the **period of insurance** to **your** office furniture or office equipment that **you** normally use in the **home** for the purpose of earning income.

- The maximum that **we** will pay **you** under this Additional Policy Benefit is:
- \$15,000 for any one **event** if the **loss** occurs at the **home**; or
- \$3,000 for any one **event** if the **loss** occurs when the furniture or equipment is temporarily away from the **home**.

The cover provided by this Additional Benefit is also subject to the specified limits for certain types of item shown in the "What Happens if You Need to Claim" section of this policy on page 18.

### Keys and locks

**We** will cover **you** for the cost of replacing keys or locks that gives access to the **home** or to change key codes if the security of **your** home is at risk following theft, **loss** or the unauthorised duplication of **your** keys.

**We** will also cover **you** for the cost of opening any safe or strong room following theft or disappearance of its key or combination.

The most **we** will pay **you** under this Additional Policy Benefit for any one incident is \$2,000. If **you** have another policy with **us** which also covers these costs, the most **we** will pay **you** is \$2,000 in total under all of the policies for any one incident.

The **excess** does not apply to this Additional Policy Benefit.

### Legal liability

**We** will cover **you** for **your** legal liability to other people arising out of an occurrence which causes:

- **accidental bodily injury**; or,
- physical damage to other people's property;

provided that:

- the occurrence happens during the **period of insurance**; and
- the injured person or damaged property was in New Zealand when the injury or damage was sustained.

**We** will also cover **you** for **your** legal liability for costs or levies imposed on **you** under sections 43, 46 or 46A of the Forest and Rural Fires Act 1977 arising from an occurrence within New Zealand.

The most **we** will pay **you** under this Additional Policy Benefit for any one **event** is:

- 
- \$2,000,000 for **loss** to other people's property;
  - \$1,000,000 for **accidental bodily injury**; and,
  - \$1,000,000 for costs or levies imposed under the Forest and Rural Fires Act 1977.

The above limits are inclusive of related legal costs and expenses incurred. The cover provided by this Additional Policy Benefit is in addition to the **sum insured**.

If **you** have cover for **your** legal liability under any other insurance policy with **us** **you** can only claim for **your** legal liability under one of the policies.

If **you** make a claim under this Additional Policy Benefit:

- **we** shall be entitled, but not obliged, to take over and control the defence and may settle any claim;
- **we** may appoint a lawyer of **our** choice to represent **you** in the defence of the claim;
- **we** may pay, if **we** choose, the full amount under this section of the policy, or any lesser amount for which the liability can be settled plus defence costs incurred. If **we** do so this will meet all **our** obligations under this Additional Policy Benefit.

### Natural disaster

**We** will cover **you** for **loss** to **your contents** caused by, arising from or connected with a **natural disaster** that occurs during the **period of insurance** provided the:

- **loss** is covered under the **EQC Act**; and,
- Earthquake Commission accepts **your** claim for the **loss to your contents**; and,
- Earthquake Commission has paid its full liability in relation to **your** claim for the **loss to your contents**; and,
- value of the **loss to your contents** is more than **your** cover under **EQC Act** for those **contents**.

The most **we** will pay **you** under this Additional Policy Benefit is the difference between the amount the Earthquake Commission pays **you**, before the deduction of the **excess** under the **EQC Act**, and the amount **we** would have paid **you** if the **loss** had not been caused by, arisen from or been connected with a **natural disaster**.

### Overseas travel

**We** will cover **you** for **loss** to clothing, personal effects, suitcases, bags, jewellery, watches and cameras during the **period of insurance** while **you** are in transit to and from or travelling within Australia or the Pacific Islands on personal or business travel if:

- the entire length of **your** travel out of New Zealand does not exceed 30 days in total; and
- the covered items are not also covered by a travel insurance policy.

In the case of **loss** by theft or burglary, **you** must report the incident to the local police within 48 hours of the **loss** being discovered.

The maximum that **we** will pay **you** under this Additional Policy Benefit is \$5,000 for all **events** occurring during the **period of insurance**. The cover provided by this Additional Benefit is also subject to the specified limits for certain types of item shown in the "What Happens if You Need to Claim" section of this policy on.

### Stress payment

If **you** have a claim under this policy which is a **total loss** then **we** will also pay **you** the additional sum of \$2,000 for the stress caused by the **loss**.

The cover provided by this Additional Policy Benefit is in addition to the **sum insured**.

If **you** have another policy with **us** which also provides a benefit related to stress, the most **we** will pay **you** is \$2,000 in total under all of the policies for any one **event**.

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## Optional Policy Benefits

This section contains the Optional Policy Benefit which may be added to **your** policy for an additional premium. If **you** have selected an Optional Policy Benefit and paid the extra premium it will be shown on the **schedule**. The Optional Policy Benefit is subject to the policy's terms, conditions and exclusions.

### **Excess-free spectacles or contact lenses**

If the **schedule** shows that **you** have chosen the 'Excess-Free Spectacles or Contact Lenses' Optional Policy Benefit, **we** will not require **you** to pay an **excess** if **your** claim is solely for **loss** to **your** spectacles, reading glasses, prescription glasses or contact lenses.

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## What We Won't Cover

These exclusions apply to all sections of this policy including the cover provided in the Additional Policy Benefits and the Optional Benefit unless this policy expressly states otherwise.

### Business use

Except for **loss** covered under the Additional Policy Benefits:

- Business Tools;
- Home Office,

**We** will not cover **you** for **loss** or damage to **your contents** or **your family's contents** which are used or have been used at any time for earning income.

### Confiscation

**We** will not cover **you** for any **loss**, costs, damage or liability caused by, arising from or connected with **your home** or **contents** being confiscated or seized by anyone with a financial interest in **your home** or **contents**.

**We** will not cover **you** for any **loss**, damage, or liability caused by, arising from or connected with the confiscation, nationalisation, destruction, acquisition, designation of the **home**, any part of the **home**, **your contents** or any other property by the government, a government agency or local authority.

### Consequential loss

Except for the cover expressly provided under the following Additional Policy Benefits:

- Alternative accommodation;
- Credit or debit cards;
- Fatal injury;
- Keys and locks;
- Legal liability;
- Removal of debris;
- Stress payment,

**We** will not cover **you** for **consequential** loss or damage of any kind.

### Contents in storage

Except for **loss** covered under the following Additional Policy Benefits:

- Contents kept in bank vault or safety deposit box;
- Contents in storage;
- Children studying away from home;
- Golf carts;
- Overseas travel,

**We** will not cover **you** for **loss** to **your contents** while they are stored away from the **home**.

### Contents removed from the home

**We** will not cover **you** for **loss** to **your contents** while they are removed from the **home** for exhibition or sale.

Except for **loss** covered under the Additional Policy Benefit 'Contents in Transit' **we** will not cover **you** for **loss** to **your contents** while they are in transit to a new residence.

**We** will not cover **you** for **loss** to **your contents** if they have been permanently removed from **your home**, except for those kept in a bank vault or bank safety deposit box, or golf carts which are kept at a golf club.

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## Electronic data

We will not cover **you** for **loss** of or damage to computer software or **electronic data**.

We will not cover **you** for **loss**, cost or liability caused by, arising from or connected with:

- interference with;
- malfunction of;
- loss of use of;
- reduced functionality of,

software or **electronic data**.

However, this exclusion will not apply to any resultant **loss** to **your contents** or **your family's contents** which are not electronic equipment.

## Excess

We will not cover **you** for **your excess** on this or any other policy.

## Existing damage

We will not cover **you** under this policy for:

- any damage to **your contents** which was present at the beginning of the **period of insurance**; or
- any item **we** have previously paid a claim for and **you** have not repaired the item.

## Faults and defects

We will not cover **you** for any **loss**, cost or liability caused by, arising from, connected with or consisting of any fault, defect, error or omission in:

- any design, plan, or specification; or
- workmanship, method of construction or materials.

However, this exclusion will not apply to any resultant **loss** to other **contents**.

## Gradual damage

Except for:

- gradual physical damage covered under the Additional Policy Benefit 'Hidden Gradual Damage'; and
- **loss** covered under the Additional Policy Benefit 'Food Spoilage'

We will not cover **you** for:

- wear and tear; or
- corrosion or rust; or
- rot mildew or mould; or
- depreciation; or
- gradual deterioration of any form.

## Holiday home/rental property

We will not cover **you** for **loss** to **your contents** if the **schedule** shows that **your home** is a Holiday Home, or a rental property and the **home** is **unoccupied** at the time of the loss.

This exclusion will not apply if:

- the **home** and its lawns and gardens are kept in a tidy condition; and
- all external doors and windows are kept locked; and
- all papers and mail are collected; and,
- the **home** is under monthly supervision;

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If a **loss** occurs at a time when **your home** is **unoccupied**, you must pay the “**unoccupied excess**” shown on the **schedule** for each individual **event**.

### **Intentional damage**

**We** will not cover **you** for any **loss**, cost or liability, directly or indirectly caused by, arising from, or connected with intentional, deliberate, malicious or criminal acts or omissions by:

- **you**;
- **your family**;
- anyone living with **you**;
- a **tenant**; or
- any **guest** in **your home**.

This exclusion does not apply to:

- **loss** due to fire or explosion caused by the tenant or their **guest**; or
- theft by a **guest** in your **home** if **you** take reasonable care in inviting the **guest** into **your home**.

### **Legal liability**

**We** will not cover **you** for legal liability:

- for exemplary or punitive damages;
- for fines and any form of penalty;
- for legal costs incurred by any other party that **you** may be ordered or agree to pay;
- assumed by agreement unless **you** would have been liable anyway;
- which is caused by intentional acts by **you** or any **family** members living with **you**; or
- under the Forest and Rural Fires Act 1977 where **your** liability arises from any fire **you** lit intentionally and which is in contravention of the Act or any requirement of government or local authorities.

**We** will also not cover **you** for legal liability caused by, arising from or connected with:

- any business, trade, profession, or sponsorship;
- the ownership or use of any **motor vehicle** (other than domestic ride on lawn-mowers, mobility scooter or golf carts), trailer or caravan;
- the ownership or use of any boat, craft, vessel other than a **watercraft**;
- any aircraft or other aerial device including **remotely piloted aircraft**
- the ownership or possession of any animals other than **domestic pets**;
- illegal or unlawful activities or events;
- pollution or contamination;
- **loss** to **your** own property or **your family's** property;
- **accidental bodily injury** suffered by **you** or **your family**;
- the ownership of **your home**, its land or any other buildings or land; or
- **loss** to property in **your** care, custody or control.

### **Loss caused by electricity**

**We** will not cover **you** for **loss** caused by electricity to lights, heaters or heating elements or to fuses and other protective devices.

### **Natural disaster**

**We** will not cover **you** for **loss** to **your contents** caused by, arising from or connected with a **natural disaster** except for **loss** covered under the following Additional Policy Benefits:

- Children away from home;

- 
- Contents in storage;
  - Contents in transit;
  - Home office;
  - Overseas travel;
  - Natural Disaster.

This exclusion does not apply to the costs, liability or damage which are covered under the Additional Policy Benefits in this policy.

### **Mechanical or electrical breakdown occurs**

**We** will not cover **you** for any **loss**, cost, liability, or damage caused by, arising from or connected with the failure of any mechanical, electronic or electrical equipment.

However, this exclusion will not apply:

- to any resultant **loss** to other **contents**;
- if the **loss** results from a sudden, unforeseen and physical accidental external cause; or,
- to the cover provided under the Additional Policy Benefit 'Food Spoilage'.

### **Nuclear**

**We** will not cover **you** for any **loss**, cost, liability or damage caused by, arising from or connected with

- ionising radiation; or
- contamination by radioactivity; or
- any nuclear waste; or,
- the combustion or fission of nuclear fuel or nuclear weapons material.

### **Pest damage**

**We** will not cover **you** for any **loss** to **your** or **your family's contents** or any cost, liability or damage caused by, arising from or connected with insects, pests, rodents or vermin (other than possums).

However, this exclusion will not apply to any resultant **loss** to other **contents**.

### **Pollution or contamination**

**We** will not cover **you** for any **loss**, cost, liability or damage caused by, arising from, or connected with pollution or contamination including contamination through the use, consumption, storage or manufacture of any **controlled drug**.

### **Recklessness**

**We** will not cover **you** for any **loss**, cost, liability, or damage caused by, arising from, or connected with:

- recklessness or grossly irresponsible behaviour by **you**; or,
- water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed.

### **Terrorism**

**We** will not cover **you** for any **loss**, cost, liability or damage caused by, arising from, or connected with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

### **War**

**We** will not cover **you** for any **loss**, cost, liability or damage directly or indirectly incurred in connection with war, invasion, hostilities or war like operations (whether war is declared or not), rebellion, or revolution.

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## What Happens If You Need To Claim

When **you** need to make a claim, we'll be here to help **you**. However, there are some things that **you** must do.

### What you must do:

Immediately after an **event** occurs, **you** must:

- take all reasonable steps to protect **yourself** and **your contents**;
- take all reasonable steps to prevent further **loss**;
- immediately tell **us** about the **event**;
- notify the police as soon as possible if **you** think the **loss** was caused by a criminal act;
- keep any damaged property and allow **us** to inspect the damaged **contents**;
- provide all reasonable assistance and co-operate with **us** and **our** assessors, investigators, lawyers or anyone else **we** appoint;
- not repair any damaged item without first getting **our** consent;
- give **us** any information **we** ask for or help which **we** reasonably request; and
- assist **us** without charge if **we** decide to take a recovery action against somebody else in respect of **your** loss.

If **you** become aware of a claim against **you** which may be covered under the Additional Policy Benefit 'Legal Liability' or circumstances that could give rise to a claim, **you** must:

- immediately tell **us**;
- as soon as possible, send **us** everything **you** receive from anyone about the claim or possible claim against **you**;
- not admit liability without **our** consent;
- not incur any expense without **our** consent;
- not negotiate with the claimant or make payment to the claimant or make any agreement in relation to any claim.

If **you** make a claim on this policy **you** must be honest and truthful.

If **your** claim is dishonest or fraudulent in any way, **we** may:

- decline **your** whole claim or part of it, and/or
- recover anything that **we** have already paid **you** in respect of **your** claim or the **event**, and/or
- declare that this policy and any other policy **you** have with **us**, to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

### How we will settle your claim:

If **we** accept **your** claim, how **we** settle the claim depends on whether **you** want the damaged items to be repaired/replaced and whether the items are **replacement cover items**.

If **you** tell us that **you** do not want a damaged item to be repaired or replaced then **we** will pay **you** either:

- the cost to repair the item; or
- the **present value** of the item;

whichever is less, irrespective of whether the damaged item is a **replacement cover item** or a **present value item**.

If **you** tell us that **you** want a damaged item to be repaired or replaced then **we** will settle **your** claim as follows:

For any item which is a **replacement cover item**, **we** will settle **your** claim for that item by, at **our** option:

- 
- paying to repair the item to a similar condition as it was in immediately before the damage occurred; or
  - replacing the item with a new one; or
  - paying **you** the cost of replacing the item with a new one.

For any item which is a **present value item**, we will settle **your** claim for that item by, at **our** option:

- paying to repair the item to a similar condition as it was before the damage occurred; or
- replacing the item with another one which is in similar condition to the damaged item immediately before the damage occurred; or
- paying **you** the **present value** of the item.

### Replacement cover item or present value item

All **contents** are **replacement cover items** except the following items, which are **present value items**:

- books;
- clothing and footwear;
- cosmetics;
- consumables;
- records, audio tapes, video tapes, compact discs (CDs) and digital versatile discs (DVDs);
- computer hardware that is more than five years old at the time of **loss**;
- computer software;
- camping equipment and sports equipment;
- **watercraft** and their parts and accessories;
- parts and accessories of **motor vehicles**, motor cycles, motor scooters, trailers and caravans;
- parts and accessories of aircraft or other aerial devices;
- household linen;
- bicycles more than three years old at the time of **loss**;

If **we** replace a **replacement cover item** we will do so with another item which is equivalent to the damaged item when new however the replacement may not be the same brand, model or colour of the lost or damaged item.

If the damaged item is a blind or curtain and **we** decide not to repair the item then **we** will only replace the blinds or curtains in the room where the damaged item is located or make payment to **you** on that basis.

### Limits on what we will pay you

There is a maximum limit on what **we** will pay **you** for any claim for any **event** (called the 'sum insured') and there are also a number of sub-limits which apply for specific types of item.

### Sum insured – the maximum we will pay you

Unless this policy specifically states otherwise in another section, the most **we** will pay **you** in total for any **event** is the **sum insured** that is shown on the **schedule**.

The limits shown in the following Additional Policy Benefits are in addition to the **sum insured**:

- Alternative accommodation;
- Fatal injury;
- Legal liability;
- Stress payment.

The cover provided by all other Additional Policy Benefits is included within the **sum insured**.

## Specified limits for certain types of item

Unless they are noted separately on the **schedule**, the maximum amount of cover per **event** for the following items is shown below:

Type of item	Maximum per event
Art and ornaments	
<ul style="list-style-type: none"> <li>for a single ornament, painting, picture or work of art</li> </ul>	\$10,000
<ul style="list-style-type: none"> <li>for all ornaments, paintings, pictures or works of art (not including those noted on the <b>schedule</b>)</li> </ul>	\$150,000
Bicycles: for a single bicycle excluding accessories	\$5,000
Cameras: for a single camera (film, video or digital) including lenses but excluding accessories	\$5,000
Collections for a single collection of any type including coin, stamp, card or medal collections	\$3,000
Jewellery	
<ul style="list-style-type: none"> <li>for a single item of jewellery or watch</li> </ul>	\$5,000
<ul style="list-style-type: none"> <li>for all items of unspecified jewellery and watches (not including those noted on the <b>schedule</b>)</li> </ul>	\$15,000
Money and vouchers: for all money, vouchers that can be redeemed for cash, bullion, unset precious stones, credit cards or stamps that are not part of a collection combined	\$1,000 (NZD)
Parts and accessories: combined limit for all parts and accessories of: <ul style="list-style-type: none"> <li><b>watercraft</b></li> <li><b>motor vehicles</b>, motor cycles, motor scooters, trailers and caravans</li> <li>aircraft and other aerial devices</li> </ul> that are covered under this policy	\$1,000
<b>Watercraft:</b> for a single <b>watercraft</b> item	\$3,000

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## Our Terms And Conditions

### Assignment

**You** must not assign or attempt to assign:

- this policy or **your** interest in this policy to anybody else; or,
- any claim or claim proceeds under this policy;

without **our** prior written consent.

If **you** do not obtain **our** prior written consent, any transfer is invalid at law.

### Breach of any condition

If **you**, or any other person or entity **we** cover under this policy, or anyone acting on **your** behalf, breaches any of the terms, conditions, and other requirements of this policy, **we** may not pay **your** claim either in whole or in part.

This does not affect any of **our** other rights, including the right to avoid the policy for non-disclosure or, where **your** claim is dishonest or fraudulent, to declare that this policy and any other policy **you** have with **us** are of no effect from the date of the dishonest or fraudulent act.

### Cancellation

**You** may cancel **your** policy with **us** at any time unless **you** have made a claim for a **total loss**. If **you** cancel **your** policy then **we** will refund any **unused premium** that **you** have paid unless **you** have paid **your** premium by installment.

**We** may cancel **your** policy with **us**:

- if **you** have not paid the premium or a premium installment within 28 days of the due date. Cancellation will take effect from the first day of the period to which the unpaid premium relates; or,
- for any other reason, by advising **you** by letter or email to **your** last known address or by advising **your** broker or agent in writing. Cancellation will take effect on the 30<sup>th</sup> day after the date of **our** email or letter to **you** or **our** advice to **your** broker or agent. **We** will refund any **unused premium** **you** have paid unless **you** have paid **your** premium by installment.

### Change of terms

**We** may modify the terms of this policy by advising **you** (or **your** broker or agent) by letter, or email to **your** last known address. Modification will take effect on the 30<sup>th</sup> day after the date of **our** email or letter.

### Claim by people who are not the Named Insured(s)

If a person who is not a named insured in the **schedule** has a claim which is covered by this policy, they must authorise **you** to be their agent in respect of the claim. **We** will deal with **you** in respect of their claim and any payment **we** make to **you** will be effective as if it was payment to them.

**We** will not be obligated to consider or settle a claim brought directly by a person who is not a named insured in the **schedule**.

### Costs incurred by you

If **you** are entitled under this policy to claim for any costs incurred by **you** then:

- **you** must obtain **our** consent before incurring the costs; and
- **we** will only cover **you** for the reasonable amount of any costs incurred.

### Double insurance

**You** must immediately tell **us** if **you** insure anything already insured under this policy again with someone else.

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**We** will not cover **you** under this policy for any **loss**, costs, liability or damage that is also covered under any other policy with a different insurer to the extent of **your** cover under that other policy.

### Events

Any series of sudden and unforeseen events arising from one source or original cause shall be treated in this policy as if it was a single **event**.

### Goods and Services Tax (GST)

All amounts referred to in this policy and the **schedule** are inclusive of Goods and Services Tax (GST).

### Governing law

This insurance contract is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction in respect of this policy.

### Joint insured(s)

If the **schedule** shows multiple insureds, or the insured is a trust, or the policy otherwise covers multiple people, then all insureds and people covered are jointly insured. The joint insureds are deemed to act with the express authority of each other. This means, for example, that if one person breaches the policy or cancels the policy or settles a claim, it will affect all other joint insureds.

### Reasonable care

**You** must take reasonable care at all times to avoid circumstances that could result in a claim.

### Reinstatement

If **your** claim is not for a **total loss**, the **sum insured** will be reinstated as and to the extent that the damaged items are actually repaired or replaced prior to any subsequent **event(s)**. The **sum insured** will not reinstate following a **total loss**.

### Total loss

When **we** settle a claim for a **total loss your** policy ends on the date of the **event** and **you** are not entitled to any refund of premium. If **you** are paying **your** premium by installment then **you** must pay all unpaid installments.

### Your excess

The **excess** is the amount **you** must pay for each individual **event** when **you** make a claim. The amount of the **excess** is shown on the **schedule**.

If a **loss** occurs at a time when **your home** is **unoccupied** and **we** cover **you** under this policy for the **loss**, **you** must pay the “**unoccupied excess**” shown on the **schedule** for each individual **event**.

If **your contents** suffer a **loss** and **we** have accepted **your** claim and **we** accept another claim on a different policy arising from the same **event** for loss to **your home** and/or **your** car then **you** will only be required to pay one **excess**. The **excess** that **you** pay will be the highest of those **excesses** (including the **unoccupied excess** if applicable).

**We** will not require **you** to pay an **excess** if the **schedule** shows that **you** have selected the “Excess-Free Spectacles or Contact Lenses” optional benefit and **your** claim is solely for **loss** to **your** spectacles, reading glasses, prescription glasses or contact lenses.

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## Definitions

### Accident or accidental

Means an **event** causing loss or damage which is sudden, unexpected and unintended.

### Accidental bodily injury

Means physical injury, illness, disease or mental injury to another person which is sudden, unexpected and unintended.

### Act of terrorism

Means an act by any person, group of people, organisation or government, including but not limited to the use or threatened use of force or violence, which is committed with the probable intention to:

- influence any government; or
- put in fear into the public or any section of the public
- and which by its nature or context is probably done for, or in connection with any:
  - political;
  - religious;
  - ideological;
  - ethnic;

purpose or reason or similar purpose or reason.

### Business tools

Means tools of trade and professional equipment which are used by **you** or **your family** principally to earn income.

### Computer virus

Means a piece of code which is capable of copying itself and corrupting computer hardware or destroying data such as, but not limited to, trojans, malware, ransomware or worms.

### Contents

Means those items which are defined as “contents” in the “Main Insuring Promise” section of this policy on page 7.

### Consequential loss

Means any intangible loss, loss of use or enjoyment, loss of value and any additional cost, liability or damage that is a consequence of the **loss**, costs or liability which is directly covered under this policy.

### Controlled drug

Has the same meaning as in the Misuse of Drugs Act 1975.

### Domestic pets

Means an animal of a domesticated species, for example a cat or dog, which **you** own and which lives permanently with **you** at **your home**.

### Electronic data

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

### EQC Act

Means the Earthquake Commission Act 1993 and any Act in substitution of that Act.

### Event

Means an occurrence which causes loss or damage to your contents or any other item which is covered under this policy.

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## Excess

An excess is the amount **you** must pay for each **event** when **you** make a claim

## Guest

Means a person who enters your **home** with **your** consent, or with the consent of a person who lives at **your home**.

## Home

Means the residential dwelling that **you** own or rent at the situation shown in the **schedule** provided that it always used for domestic use.

If you move home during the **period of insurance**, home will mean:

- both your old and new dwelling for a period of 14 days from the date when you start moving; and,
- after 14 days from the date when you start moving, your new dwelling only.

## Insurance claims register

Is an electronic register that holds a central record of claims lodged with participating insurance companies like **us**. These companies can access the claims history of a customer for the specific purpose of checking for fraud.

## Loss

Means physical loss or physical damage which is **accidental**.

## Motor vehicle

Means any type of machine on wheels or tracks that is made or intended to be propelled by its own power, as well as anything towed by the machine.

## Natural disaster

Means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the **EQC Act**. It does not include any gradual or slow moving slips.

## Period of insurance

Means the period of insurance shown on the **schedule**.

## Present value

Means the reasonable cost in New Zealand to replace a lost or damaged item with another that is of comparable age and quality and is in the same general condition.

## Present value item

Means those items which are listed as present value items in the "What Happens if You Need to Claim" section of this policy on page 18.

## Remotely piloted aircraft

Means an unmanned aircraft that is piloted from a remote station and includes controlled model aircraft and drones, control line model aircraft and free flight model aircraft.

## Rental property

Means a **home** that **you** have rented to other people under a residential tenancy agreement.

## Replacement cover item

Means any item of **contents** which is not a **present value item**.

## Schedule

Means the latest current policy schedule and any endorsements made to that schedule.

## Sum insured

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

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## Tenant

Means any person or persons renting the **home** under a residential tenancy agreement.

## Total loss

Means that **you** have suffered a loss for which **we** agree to pay the full **sum insured** in respect of **your** claim on this policy.

## Uninhabitable

Means that **your home**:

- is no longer a safe or sanitary place for anyone to occupy; or,
- it no longer has a functional bathroom or kitchen; or,
- has been determined by government, local authorities, or **us** to be uninhabitable due to physical damage to **your home** or possible future physical damage to **your home**.

## Unoccupied

Means **you** or a person authorised by **you** are not living or sleeping in **your home** as a residence for a time longer than 60 days.

## Unoccupied excess

Means the additional “unoccupied excess” shown in the **schedule**.

## Unused premium

Means the amount of the premium which relates to the period after the policy has been cancelled as a percentage of the whole.

## Watercraft

Means the following:

- any surfboard, windsurfer, surf ski, dinghy, kayak and canoe (including its parts and accessories); and,
- any other watercraft powered by motor or sail, with a value at the commencement of the **period of insurance** or when acquired (if they are acquired after the commencement of the **period of insurance**) of no more than \$3,000, including parts and accessories.

## We, us, our

Means Ando Insurance Group Limited on behalf of the underwriter(s) noted in the **schedule**.

## You, your, yourself

Means the person(s) named in the **schedule** as “Insured”.

## Your family

Means any family member who lives with **you** permanently, and includes:

- **your** husband, wife, partner and/or any person with whom **you** are living in the nature of marriage
- **your** child or children;
- a student attending a school, university or polytechnic and who is living away from the **home** while attending the school, university or polytechnic.



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