# Comprehensive Contents Policy

Blanket

ANDO

# Thank you for choosing Blanket Comprehensive Contents Insurance

## Find out what your insurance does and doesn't cover

This document explains how the insurance works, your responsibilities, and how to make a claim. Please read it carefully, as it's really important you understand it. While there's a lot of information, if you take time to read it now, you'll know what the insurance covers. Just as important – you'll also know what it doesn't cover.

This Contents Insurance Policy document sets out the policies benefits, what's not covered, and the main terms and conditions of the insurance agreement.

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**If you are viewing this digitally, I'm interactive.** Click the section you'd like in the Table of Contents and go directly there.

Looking for something specific? Search key words by pressing **Ctrl + F (PC)** or **Command + F (Mac)** on your computer.

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# Important stuff about this policy

## Your contract

Ando Contents Insurance is provided by the insurer noted in the **schedule**. The insurer noted in the **schedule** is the only organisation responsible for claims under this cover. Administration of Ando Contents Insurance and claims handling services are managed by Ando Insurance Group Limited (Ando) on behalf of the insurer noted on the **schedule**.

The total charge to **you** (after deducting GST and government levies), includes an amount that goes to the insurer, and in the majority of cases a small policy fee goes to Ando. Ando also receives commission from the insurer for the services provided when acting as the insurer's agent.

When **you** purchase Ando Contents Insurance **you'll** enter into a contract with the insurer noted in the **schedule** on the terms and conditions set out in this policy document.

## Our promise to you

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

## Your policy

**Your** policy with us 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**.

## Reading this policy

**You** should read this policy document, together with **your schedule** to make sure **you** understand **your** cover and that it meets **your** needs.

There are words in bold that have 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.

## 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**. This includes any structural additions or structural alterations which **you** make to the **home.**

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'll** then cancel the policy from its commencement and refund in full any premium **you** have paid.

## Privacy

**You** agree to Ando Insurance Group Limited collecting, using and disclosing **your** personal information as set out in **our** Privacy Policy. Where **you** provide **us** with personal information about any other person for insurance related purposes, **you** confirm that **you** have the authority of those persons to disclose such information and to authorise Ando to collect, hold, use and disclose the information in accordance with **our** Privacy Policy.

For information about Ando's Privacy Policy, please see www.ando.co.nz/privacy-policy.

## Insurance Claims Register

**You** 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. This information may be accessed by participant insurers for the purpose of managing claims.

For more information, please see www.ando.co.nz/privacy-policy and www.icnz.org.nz/industry/claims-register.

## 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'll**:

- 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;
- 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 the details below or refer to **our** website www.ando.co.nz/complaints for information about how to make a complaint and details about **our** complaints and dispute resolution process.

**p** 09 377 1432
**e** complaints@ando.co.nz

# 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 subject to terms, conditions, limits and exclusions of the policy. In the section, 'What we won't cover' **we** set out some of the things that **we** don't cover under this policy.

**You** should read all sections to get a full picture of what is covered by this policy, what **your** obligations are and what **we'll** pay.

## Main insuring promise

**We'll** cover **you** for **accidental 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'll** cover **you** in the way that is explained in the 'What happens if you need to claim' section of this policy.

### 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;
- electric wheelchairs, mobility scooters, domestic ride on lawnmowers, 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**, **vehicles**, motor cycles, motor scooters, trailers and caravans; and
  - aircraft and other aerial devices,

  that are not in the **vehicle**, **watercraft**, motor cycles, motor scooters, trailers and caravans or aerial device at the time of **loss** or attached to them;
- **remotely piloted aircraft** and their parts or accessories that are in them or attached to them;
- **watercraft**;
- wedding or Christmas presents for other people being kept at the **home**, unless they are otherwise excluded from the definition.

However, 'contents' doesn't 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 than **watercraft** or parts and accessories for them;
- **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 (other than **remotely piloted aircraft**) and their parts or accessories that are in them or attached to them,
- stock, property or materials used for earning income or part of a business other than what is covered under the 'Home office' or 'Business tools' additional policy benefits,
- any item which **you** own or which **you** are responsible for, but which **you** have not yet taken physical possession of;
- 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.

## Additional policy benefits

The cover provided by the additional policy benefits are included within the **sum insured** unless otherwise noted. The additional policy benefits are subject to the terms and conditions of the policy.

### Business tools

**We'll** cover **you** for **accidental loss** to **your business tools** while:

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

The most **we'll** pay **you** under this additional policy benefit for any one **event** is $2,500. This limit is included within the **sum insured**.

### Change of address

If **you** are moving to a new **home**, **we'll** cover **your contents** as set out in this policy while **your contents** are at **your** new or old **home** for 30 days from when **you** start moving.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

### Children's contents

#### Boarding school students

**We'll** cover **your** family for **accidental 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 policy 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.

#### Tertiary students

**We'll** cover **your** family for **accidental 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 to live at the **home** at the end of the tertiary year.

**We** won't cover **your family** under this additional policy 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'll** pay **you** under this additional policy benefit is $1,000 for any one item of **contents** and $5,000 in total for any **event**. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

### Children living overseas

**We'll** cover **your** children for **accidental 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 policy 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.

## Contents kept in bank vault or safety deposit box

**We'll** cover **you** for **accidental 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 policy 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.

## Contents in commercial storage

**We'll** cover **you** for **accidental loss** to **your contents** during the **period of insurance** while they are kept in a storage facility operated by a commercial storage company, if the **loss** was caused by:

- 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** won't 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'll** pay **you** under this additional policy benefit is the **sum insured** or $50,000, whichever is the lessor, for any one **event**. The cover provided by this additional policy 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. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## Contents in transit

**We'll** cover **you** for **accidental 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 **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 **vehicle** used to transport them is involved in a collision.

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

The most **we'll** pay **you** under this additional policy benefit is the **sum insured** or $50,000, whichever is the lessor, for any one **event**.

The cover provided by this additional policy 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. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## Credit or debit cards

**We'll** 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'll** only cover **you** under this additional policy 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'll** pay **you** is $2,000 for all claims made under this under this additional policy benefit during the **period of insurance**. This limit is in addition to the **sum insured**.

## Electrical or electronic breakdown

**We'll** cover **you** for **loss** to **your contents** during the **period of insurance** where mechanical, electrical or electronic breakdown or failure burning out occurs as a result of an **accidental** external force.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## Electronic data and programs

**We'll** cover **you** for **accidental loss** that occurs during the **period of insurance** to:

- licensed computer software (including gaming software) and programs, or
- digital data

in any format, as long as:

- **you** legally owned the software, programs or digital data, and
- it was on **your** own storage device which suffered **loss** covered by this policy, and
- it was at the **home**, or temporarily removed from the **home** for use anywhere else in New Zealand.

**We'll** only pay the **present value** of the **loss**. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## 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'll** pay **your** legal representative or estate $10,000.

The maximum **we'll** pay **your** legal representative or estate 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'll** cover **you** for **accidental loss** to food, other than **lifestyle farm produce**, 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, cut or disrupted during the **period of insurance**.

**We** won't cover **you** for **loss** where **you** have been notified of a scheduled disruption or cut to the power supply to **your home.** Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## Golf carts

**We'll** cover **you** for **accidental 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 policy 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. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## Hidden gradual damage

**We'll** cover **you** for gradual physical damage to **your contents** provided provided that the damage occurs during the **period of insurance** and is caused by the leaking or overflowing of an internal:

- water pipe, waste disposal pipe or water storage tank;
- bath, shower, basin, sink, toilet, cistern, bidet; or
- household appliance;

which is permanently connected to the **home's** plumbing system.

**We** won't cover **you** for:

- any other gradually occurring damage;
- the cost of repairing the water pipe, waste disposal pipe, water storage tank, bath, shower, basin, sink, toilet, cistern, bidet; or household appliance;
- any damage that occurred before or after the **period of insurance**.

The maximum that **we'll** pay **you** under this additional policy benefit for any one event is $5,000.. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## Home office

**We'll** cover **you** for **accidental 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'll** 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 policy 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. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## Keys and locks

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

The most **we'll** pay **you** under this additional policy benefit for any one **event** is $2,000. If **you** have another policy with **us** which also covers these costs, the most **we'll** pay **you** is $2,000 in total under all of the policies for any one **event**.

The **excess** doesn't apply to this additional policy benefit. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

## Overseas travel

**We'll** cover **you** for **accidental 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 doesn't 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'll** pay **you** under this additional policy benefit is $5,000 for all **events** occurring during the **period of insurance**. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

The cover provided by this additional policy 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.

## Removal of debris

In addition to **your** sum insured, **your** policy is extended to cover the reasonable and necessary costs actually incurred for the removal of damaged **contents** from the **home** following a **loss** covered by this policy, provided **you** have received **our** prior consent.

The cover provided by this additional policy benefit is in addition to the **sum insured**.

## Stress payment

If **you** have a claim under this policy which is a **total loss,** then **we'll** also pay **you** an 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'll** pay **you** is $2,000 in total under all the policies for any one **event**.

## Temporary accommodation

If **your home** becomes **uninhabitable** due to **loss** to the **home** that occurs during the **period of insurance** which is covered by this policy or covered entirely by the Natural Hazards Commission, and was **your** primary residence at the time of the **loss**, **we**'ll 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 animals**, and

> to move **your contents** to the temporary accommodation and return them to the **home**, and

> to move **your contents** to a secure storage facility, for storage while **you** are in temporary accommodation, and to return them to the **home**.

**We'll** also pay the reasonable cost of temporary accommodation where **your home** is otherwise safe and sanitary, but **you're** prevented from accessing it by an order or direction of government or local authorities made during the **period of insurance** due to possible or impending **loss** to the **home** which would be covered by this policy or covered entirely by the **NHC**.

**We'll** 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** settle **your** claim under this policy by paying **you** a sum of money;
- **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**.

If **you** have made a claim for the cost of temporary accommodation under this policy (or under any other policy that **you** have with **us**) and another **loss** occurs to **your home** while **you** are living in temporary accommodation, then the most **we'll** pay is $50,000 for all claims or **events** combined.

The limits contained in this additional policy benefit are in addition to the **sum insured**.

## Vehicle accessories

**Your** policy is extended to cover motor **vehicle** accessories owned by **you** that are attached to **your** employer's **vehicle**, provided the **vehicle** is under **your** control.

The most **we'll** pay for any **event** is $2,000. The cover provided by this additional policy benefit is included within the **sum insured**.

## Optional policy benefit

The following optional policy benefit 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 **your 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** won't require **you** to pay an **excess** if **your** claim is solely for **accidental loss** to **your** corrective lenses, spectacles, reading glasses, prescription glasses or contact lenses.

This extension does not apply to sunglasses unless they are prescription sunglasses.

## Cover for your legal liability

**We'll** cover **you** for **your** legal liability arising out of an occurrence which causes:

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

provided that;

- the occurrence happens during the **period of insurance**; and
- the **loss** to property or **bodily injury** occurred in New Zealand; and
- it was not caused by or through or in connection with **your** ownership of a house or property.

### Defence costs

**We'll** also cover **you** for defence costs incurred by **you** with **our** approval, for liability arising under the above items.

### Reparation

**We'll** cover **you** for **your** legal liability to pay **reparation** to a person who has suffered **accidental loss** of property or **accidental bodily injury** resulting from **you** committing an offence during the **period of insurance** provided that;

- **you** or any other person entitled to cover under this benefit must tell **us** immediately if **you** or they are charged with the offence, and
- **we** give **our** written approval before any offer of **reparation** is made.

**We** don't cover **you** under **reparation** for any defence costs, court costs, levies or costs awarded for any offence.

### What you are not covered for

**We** won't cover **your** 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;
- for **loss** to **your** own property or **your family's** property
- for **accidental bodily injury** suffered by **you** or **your family**;
- for **loss** to property in **your** care, custody or control.

**We'll** also not cover **your** 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, caravan, aircraft or other aerial device (other than **Remotely Piloted Aircraft** provided **you** comply with all Civil Aviation rules);
- the ownership or use of any boat, craft, vessel other than a **watercraft;**
- the ownership or possession of any animals other than **domestic pets**;
- illegal or unlawful activities or events;
- pollution or contamination;
- intentional, deliberate or malicious acts or omissions by **you** or **your family**; or
- the ownership of **your home**, its land or any other buildings or land.

## What we'll pay

The most **we'll** pay for any one **event** is:

- $2,000,000 for **loss** to other people's property; and
- $1,000,000 for **accidental bodily injury**.

Defence costs covered by this policy will be paid in addition to the above amounts.

# What we won't cover

These exclusions apply to all sections of this policy including the cover provided in the additional and optional policy benefits unless this policy expressly states otherwise.

## Asbestos

**We** won't cover **you** for any **loss,** costs, damage or liability caused by, arising from or connected with asbestos or asbestos products or asbestos contained within any items.

## Business use

**We** won't cover **you** for **loss** or damage to **your contents** which are used or have been used at any time for earning income, except for **loss** covered under the additional policy benefits.

## Civil Defence announcement

**We** won't cover **you** for **loss** or damage caused by **natural disaster** when there has been an official announcement of a **natural disaster** warning by Civil Defence, the National Emergency Management Agency, or any other Government department and where **your** request to bind cover, or amend existing cover, is made after the announcement and/or before the warning has been lifted.

## Confiscation

**We** won't 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** won't 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:

- Credit or debit cards;
- Fatal injury;
- Keys and locks;
- Legal liability;
- Reparation;
- Stress payment;
- Temporary accommodation,

**we** won't cover **you** for **consequential loss** or damage of any kind.

## Contents in storage

Except for **loss** covered under the following additional policy benefits:

- Children's contents;
- Contents kept in bank vault or safety deposit box;
- Contents in commercial storage;

- Contents in transit;
- Golf carts;
- Overseas travel;
- Temporary accommodation,

**we** won't cover **you** for **loss** to **your contents** while they are stored away from the **home**.

## Contents removed from the home

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

Except for **loss** covered under the 'Contents in transit' and 'Temporary accommodation' additional policy benefits, **we** won't cover **you** for **loss** to **your contents** while they are in transit to a new residence.

**We** won't cover **you** for **loss** to **your contents** if they have been permanently removed from **your home**, except for those covered under the 'Contents in commercial storage', 'Contents kept in a bank vault or safety deposit box' or 'Golf carts' additional policy benefits, or that **we** have otherwise agreed to in writing.

## Electronic data

**We** won't cover **you** for any **loss**, costs, damage or liability caused by, arising from or connected with electronic data other than what is covered under 'Electronic data' additional policy benefit.

**We** also won't cover for any of the following:

- the cost of re-installing or re-setting or recreating the software, programs or digital data, or
- **loss** caused directly or indirectly by, or in connection with a **computer virus**.

## Excess

**We** won't cover **you** for **your excess** on this or any other policy.

## Existing damage

**We** won't 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 yet repaired or replaced the item.

## Faults and defects

**We** won't 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 won't apply to any resultant **accidental loss** to other **contents**.

## Gradual damage

Except for:

- gradual physical damage covered under the 'Hidden gradual damage' additional policy benefit; and
- **loss** covered under the 'Food spoilage' additional policy benefit,

**we** won't cover **you** for:

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

## Intentional damage

**We** won't 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**;
- anyone living with **you**;
- any **guest** in **your home**.

This exclusion doesn't 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** won't cover **you** for legal liability:

- for exemplary or punitive damages;
- for legal costs incurred by any other party that **you** may be ordered to pay;
- assumed by agreement unless **you** would have been liable anyway;
- 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;
- for **loss** to **your** own property; or
- for **loss** to property in **your** care, custody or control.

**We'll** also not cover **you** for legal liability including **reparation** caused by, arising from or connected with:

- any business, trade, profession, or sponsorship other than activities connected with a **lifestyle farm**;
- the ownership or use of any **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 other than **remotely piloted aircraft**,
- the ownership or possession of any animals other than **domestic animals;**
- illegal or unlawful activities or **events**;
- pollution or contamination other than under the additional policy benefit;
- **accidental bodily injury** suffered by **you**.

## Loss caused by electricity

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

However, this exclusion won't apply to any resultant **accidental loss** to other **contents.**

## Loss caused by storm, flood or landslip within the first 48 hours

**We** won't cover **you** for **loss** caused by a storm, flood or landslip which occurs within the first 48 hours of **your** policy.

This exclusion won't apply if the policy starts immediately after another policy that insured the same property against the perils of storm, flood and landslip or if this policy was taken out at the time **you** took possession of the property or renewal of **your** policy.

## Mechanical or electrical breakdown

**We** won't 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 won't apply:

- to any resultant **accidental loss** to other **contents**;
- if the **loss** results from a sudden, unforeseen and physical **accidental** external cause; or
- to the cover provided under the 'Food spoilage' additional policy benefit.

## Nuclear

**We** won't 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** won't cover **you** for any **loss** to **your 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 won't apply to any resultant **accidental loss** to other **contents**.

## Pollution or contamination

**We** won't 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** won't 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.

## Remotely piloted aircraft

**We** won't cover any **loss**, costs, damage or liability connected in any way with the use of a **remotely piloted aircraft** outside of the Civil Aviation Authority rules.

## Temporary accommodation

**We** won't cover any costs relating to services such as phone, internet, electricity, gas or water supply, or other costs that would otherwise be paid by **you** if the **home** was still habitable. **We** also won't pay for any increase in these costs associated with the temporary accommodation.

**We** won't cover the costs of providing temporary accommodation for any home office.

## Terrorism

**We** won't 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**.

## Unoccupied homes

**We'll** not cover **you** for **loss** to **your contents** if the **schedule** shows that **your home** is a holiday home and it is **unoccupied** at the time of the **loss**.

This exclusion won't 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 inspected inside and outside by **you** or a person nominated by **you** every 60 days.

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.**

## War

**We** won't 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.

# 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 property;
- 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 or a circumstance that could give rise to a claim against **you** which is or could be covered under the 'Legal Liability' additional policy benefit **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 from **you** 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'll settle your claim for loss to your contents

If **you** tell us that **you** don't want a damaged item to be repaired or replaced, then **we'll** 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'll** settle **your** claim as follows:

For any item which is a **replacement cover item**, **we'll** 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 our** cost of replacing the item with a new one.

For any item which is a **present value item**, **we'll** 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 more than two years old;

> **watercraft** and their parts and accessories;

> parts and accessories of **vehicles**, motor cycles, motor scooters, trailers and caravans;

> parts and accessories of aircraft or other aerial devices;

> household linen.

If **we** replace a **replacement cover item, we'll** 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'll** 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'll pay you

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

### Specified limits for certain types of items

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**<br>> for a single ornament, painting, picture or work of art.<br>> for all ornaments, paintings, pictures or works of art. | <br>$100,000<br>$250,000 |
| **Bicycles and e-bikes**<br>For a single bicycle. | <br>$5,000 |
| **Cameras**<br>For a single camera (film, video or digital) including any lens which came with the camera body, or any single lens or accessory. | $5,000 |
| **Collections**<br>For a single collection of any type including coin, stamp, card or medal collections. | $5,000 |
| **Jewellery**<br>> for a single item of jewellery or watch.<br>> for all items of unspecified jewellery and watches (not including those noted on the schedule). | <br>$5,000<br>$15,000 |
| **Money and vouchers**<br>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) |
| **Remotely piloted aircraft** | $3,000 |
| **Parts and accessories**<br>Combined limit for all parts and accessories of:<br>> watercraft,<br>> vehicles,<br>> motor cycles,<br>> motor scooters,<br>> trailers and caravans,<br>> aircraft and other aerial devices (other than **remotely piloted aircraft**)<br>that are covered under this policy. | $1,000 |
| **Watercraft**<br>For a single watercraft item. | <br>$3,000 |

## Pairs and sets

When **you** claim for a part of a pair or set, **we**'ll at **our** option pay:

> the cost to replace the damaged part, or

- the difference between:
  - the cost to replace the complete pair or set, and
  - the value of the incomplete pair or set.

However, if the damaged part cannot be repaired, provided **we** agree, **you** may surrender the undamaged parts of the pair or set to **us**, and **we'll** pay **you** the cost to replace the entire set.

# 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** don't obtain **our** prior written consent, **we** won't be bound by the purported assignment.

## 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 provisions, terms, conditions and other requirements of this policy, **we** may not pay **your** claim either in whole or in part.

This doesn't 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'll** refund any unused premium that **you** have paid.

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

> if **you** have not paid the premium or a premium instalment 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 30th day after the date of **our** email or letter to **you** or **our** advice to **your** broker or agent. **We'll** refund any unused premium **you** have paid.

## Change of terms

**We** may modify the terms of this policy by advising **you** by letter or email to **your** last known address or by advising **your** broker or agent in writing. Modification will take effect on the 30$^{th}$ day after the date of **our** email or letter to **you** or **our** advice to **your** broker or agent.

## 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'll** 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** won't 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'll** 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.

**We** won't 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)

The **sum insured** referred to in this policy is inclusive of Goods and Services Tax (GST). All other amounts (including all benefit limits and **excesses**) are also 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 insureds

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** won't 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** giving rise to the **loss** and **you** are not entitled to any refund of premium.

## 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** won't 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.

# Definitions

## Accidental

Means unexpected and unintended by **you**.

## 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 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.

## Bodily Injury

Means physical injury, illness, disease or mental injury to another person.

## Business tools

Means tools of trade and professional equipment which are used by **you** 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.

## 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 (or any amendments or substituted legislation).

## Domestic animals

Means an animal of a domesticated species (for example cats, dogs, horses or ponies) which **you** own, and which live permanently with **you** at **your home** or is grazing elsewhere under agreement with the property owner.

## Electronic data

Means information of any type in an electronic form, including data files, computer programs, software and coded instructions used by computers, electronic equipment or electromechanical equipment.

## Event

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

## Excess

An **excess** is the amount **you** must pay for each **event** when **you** make a claim as set out in **our** 'Terms and Conditions' section of this policy.

## 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 is 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 30 days from the date when **you** start moving; and,
- after 30 days from the date when **you** start moving, **your** new dwelling only.

## Insurance Claims Register (ICR)

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.

## Lifestyle farm

Means a property of less than 20 acres (unless **we** have otherwise agreed in writing) which is maintained without expectation of being a primary source of income or being run as a commercial farming business.

It does not include any commercial farm operations or commercial farm building.

## Lifestyle farm produce

Means any produce which you have collected, harvested, hunted or made and which is stored at **your home** and is intended for sale.

This includes:

- stored seeds, bulbs or grain intended for sowing, or
- harvested flowers, nuts, fruit or vegetables, or
- eggs, or
- honey and honey by-products such as bees' wax, or
- fleeces, furs, pelts and wool, or
- milk and milk products such as cheeses, or
- meat and other animal by-products.

## Loss

Means physical **loss** or physical damage.

## Natural disaster

Means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the **NHI Act**. It does not include any gradual or slow-moving slips or any imminent damage as set out in Section 24 of the **NHI Act**.

## NHC

Means Natural Hazards Commission Toka Tū Ake

## NHI Act

Means the Natural Hazards Insurance Act 2023 (or any amendments or substituted legislation).

## 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.

## Remotely piloted aircraft

Means a Remotely Piloted Aircraft (RPA) weighing less than 25 kilograms as defined by the Australian Civil Aviation Safety Regulations 1998 (Cth) and the New Zealand Civil Aviation Act and Civil Aviation Rules and subsequent amendments.

## Reparation

Means 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 (or any amendments or substituted legislation).

## 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**.

## Tenant

Means any person or persons renting a **rental property** 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 using **your home** as a residence for a time longer than 60 days.

## Unoccupied excess

Means the **unoccupied excess** shown in the **schedule**.

## 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.

## Watercraft

Means the following:

- any surfboard, windsurfer, surf ski, stand up paddleboard, 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 on the **schedule**.

## You, your, yourself

Means:

- the person(s) named in the **schedule** as 'Insured',
- **your** husband, wife, partner, and/or any person with whom **you** are living in the nature of marriage
- any member of **your** family who:
  - permanently resides with **you**, or
  - is a student attending a school, polytechnic or university and living away from **your home** while attending the school, polytechnic or university.

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