Standard Contents Policy





Thank you for choosing Blanket Standard 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.

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.

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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.

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Concern or complaint

 \boldsymbol{We} aim to provide a great standard of service in everything \boldsymbol{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

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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 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;

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- > 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.

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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.

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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 \$20,000, 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:

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- > 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.

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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 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 \$3,000.. 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**.

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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 \$1,000 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 \$1,000 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; or
- > **we** have paid \$20,000 for temporary accommodation; or
- > 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 \$20,000 for all claims or events combined.

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

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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**.

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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.

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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.

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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 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;

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- > 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,

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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.

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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.

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.

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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.

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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 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.

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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.

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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 for a single ornament, painting, picture or work of art. for all ornaments, paintings, pictures or works of art. 	\$10,000 \$50,000
Bicycles and e-bikes For a single bicycle.	\$3,000
Cameras For a single camera (film, video or digital) including any lens which came with the camera body, or any single lens or accessory.	\$3,000
Collections For a single collection of any type including coin, stamp, card or medal collections.	\$2,000
 Jewellery for a single item of jewellery or watch. for all items of unspecified jewellery and watches (not including those noted on the schedule). 	\$3,000 \$10,000
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)
Remotely piloted aircraft	\$3,000
Parts and accessories Combined limit for all parts and accessories of: > watercraft, > vehicles, > motor cycles, > motor scooters, > trailers and caravans, > aircraft and other aerial devices (other than remotely piloted aircraft) that are covered under this policy.	\$1,000
Watercraft For a single watercraft item.	\$3,000

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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.

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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 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 **you**r 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 30th 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.

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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.

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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.

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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.

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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.

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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 issuer, The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia), Level 26, 188 Quay Street, Auckland, 1010.

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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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