

# Safe & Sound

Home and Contents Policy



For more information contact your Broker today.



# Contents

Introduction	2
Your reminder list	3
Making a claim	5
Section 1: Home Cover	6
What You are insured for	6
Benefits included in Your sum insured	6
Benefits additional to Your sum insured	7
Optional Benefits	8
What You receive	8
Maximum amount payable	9
What You are not insured for	9
Special conditions	10
Excess	10
Section 2: Contents Cover	11
What You are insured for	11
Benefits included in Your sum insured	11
Benefits additional to Your sum insured	13
Optional benefits	14
What You receive	14
Maximum amount payable	15
What You are not insured for	15
Special conditions	16
Excess	17
Natural Disaster damage benefit	18
General exclusions	20
General conditions	22
Meaning of words	24

## Introduction

This is Your insurance Policy which is underwritten by Lumley Insurance. It consists of this wording, any proposal or declaration and the Schedule.

In return for the premium, Lumley Insurance will provide the insurance cover explained in this Policy and accept liability to meet valid claims made under the Policy. No claim will be payable if at the time of Loss any premium due has not been paid.

Please read this document carefully to ensure You understand the Policy and that the cover described here meets Your requirements.

### Your 30-day free look

If You find the cover You have chosen is not what You want, You can notify Us in writing within 30 days of the date the cover begins and We will refund any premiums paid in full and cancel the cover. Of course, if that happens, We will not pay any claims under the Policy either.

### Headings

The headings in this Policy do not form part of it and are not to be referred to in interpreting it.

## Your reminder list

We remind You of the following requirements that can affect Your cover under this Policy. Please keep them in mind so Your valuable cover is not at risk. This list is a summary only of the main requirements:

### All covers

#### 1 Change in circumstances

Please advise Us immediately of any material change in Your circumstances from those that existed when You took out this insurance. For example, please advise Us of any criminal convictions since the Policy started.

#### 2 Change of address

You must tell Us if You move. This insurance and the premium payable is based on Your current location, which is shown in the Schedule.

#### 3 Double insurance

You must immediately tell Us if You insure anything already insured under this Policy again with someone else.

#### 4 Duty of disclosure

When You arranged this Policy You had a duty to disclose to Us all information that a prudent insurer would want to take into account when considering whether to insure You, and if so on what terms. If You have omitted something please tell Us immediately.

#### 5 Reckless

You must take care of the property You insure and not be reckless.

#### 6 Truthful

This Policy is based on honesty. You must be entirely truthful with Us at all times.

### Home Cover

#### 1 Alterations to the Home

You must tell Us if You intend to lift or shift Your Home or remove any structural support or roofing materials. Cover may be available for this on request.

#### 2 Change of occupancy

You must tell Us if the occupancy of the Home changes. For example, if Your owner-occupied Home changes to a rented Home.

#### 3 Residential use

Your Home must only be used for private residential purposes (although it may include a home office). If this is not the case, You must tell Us immediately. We may be able to continue Your cover, however We may wish to change the terms before We agree to do this to fairly reflect this change.

#### 4 Unoccupancy

Cover is suspended if no one has been living at the Home for more than 60 consecutive days. This does not apply for holiday homes. Please notify Us as soon as You become aware that this might happen. We may be able to continue Your cover, however We may wish to change the terms of Your cover to fairly reflect this change before We agree to do this. Cover will automatically resume as soon as the Home is lived in again.

## Contents Cover

### 1 Alterations to the Home

You must tell Us if You intend to lift or shift Your Home or remove any structural support or roofing materials. Cover may be available in these circumstances on request.

### 2 Change of occupancy

You must tell Us if the occupancy of the place You live in changes. For example, if You change from living on Your own to living with flatmates.

### 3 Location

Your Contents are covered while they are located at the situation named in the Schedule and whilst temporarily anywhere else in New Zealand. They are not covered if they are permanently somewhere else, or while they are being moved to a new location. Please contact Us if You want to arrange cover for this. If You move, You must tell Us within 14 days of Your new location for cover to continue at the new location.

### 4 Residential use of the situation

The situation must only be used for private residential purposes (although it may include a home office). If this is not the case You must tell Us immediately. We may be able to continue Your cover, however We may wish to change the terms to fairly reflect this change before We agree to do this.

### 5 Unoccupancy

Cover is suspended if no one has been living at the Home for more than 60 consecutive days. This does not apply for holiday homes. Please notify Us as soon as You become aware that this might happen. We may be able to continue Your cover, however We may wish to change the terms of Your cover to fairly reflect this change before We agree to do this. Cover will automatically resume as soon as the Home is lived in again.

## Making a claim

### What You must do

You must:

- 1 immediately tell Us of any event that might result in a claim
- 2 complete Our claim form if We request it
- 3 immediately tell the Police if property is lost or if You suspect a crime has been committed
- 4 try to reduce any further Loss or liability
- 5 give Us free access to examine and assess the circumstances of the claim
- 6 take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses
- 7 immediately send Us any communication received from any other person in relation to the claim
- 8 co-operate with Us at all times and complete any documentation We require, including any statutory declaration
- 9 authorise disclosure of Your personal information to Us held by anyone else in connection with the claim
- 10 authorise disclosure of Your personal information held by Us to anyone else in connection with the investigation and administration of Your claim.

### What You must not do

You must not:

- 1 dispose of any property involved in a claim, without Our prior consent
- 2 incur any expense, without Our prior consent, except in order to minimise any claim
- 3 make any claim which is fraudulent in any respect. Otherwise We may decline the entire claim and cancel this Policy
- 4 make any untruthful statements in relation to any claim.

### Liability claims

- 1 You must not admit responsibility for any claim situation, or try to negotiate, defend or settle any alleged liability
- 2 We have the sole right to act in Your name and on Your behalf to negotiate, defend or settle any liability claim
- 3 We may choose the lawyer to represent You and Us and he or she reports direct to Us. Any information You give to the lawyer can be passed on to Us
- 4 We may settle any liability claim by paying the maximum amount payable under this Policy (or any lesser amount for which the liability can be settled) including costs and expenses incurred to date. If We do so, this meets Our obligations under this Policy in full.

### Recoveries

Once We have accepted a claim We may pursue in Your name any legal right of recovery You may have. If We do this, it will be at Our expense.

## Section 1: Home Cover

### What You are insured for

We cover You against sudden, Accidental Loss to Your Home during the Period of Insurance.

### What You are also insured for (these benefits are included in Your sum insured for the Home)

These benefits are provided on the same terms. If You have the same benefit with Us elsewhere You can only claim once.

#### Hidden Gradual Damage

We will cover You for the cost of repairing Your Home if it suffers Hidden Gradual Damage caused by water which Accidentally leaks or overflows from any internal water pipe, internal waste disposal pipe or internal water tank permanently installed at Your Home.

However, the leak or overflow must first occur and the Loss must first be discovered during the Period of Insurance.

We will pay up to \$3,000 during any one 12-month period to repair the damage. This limit includes the costs of locating the leak provided that We have given Our prior consent. We will not pay for repairing the leak.

#### Landlord's chattels

If the Schedule shows the occupancy of the Home as 'landlord', We will also cover Your appliances, furniture, carpets, blinds and drapes that remain in Your Home while it is tenanted.

We will pay their Present Day Value only, up to \$10,000 for one Event. The Excess is \$500 for each Event.

#### Landscaping

If Your Home suffers Loss covered by this Section, We will also pay for the reasonable costs of restoring any resultant damage to Your garden, including any necessary re-landscaping.

If Your garden suffers Loss during the Period of Insurance because of a fire, or impact by a vehicle (whether or not there is Loss to the Home), We will also pay for the reasonable costs of restoring the part of Your garden that has been damaged.

We will pay up to \$3,000 for one Event.

#### 'Natural Disaster damage' benefit

The 'Natural Disaster damage' benefit on page 18 of this Policy wording applies to this Section also.

#### Tree disposal

If Your Home suffers Loss covered by this Section as a result of a tree or part of a tree falling on it, We will also pay for the reasonable costs to dispose of the tree debris on Your property.

We will pay up to \$1,000 for one Event.

### What You are also insured for (these benefits are additional to Your sum insured for the Home)

These benefits are provided on the same terms. If You have the same benefit with Us elsewhere You can only claim once.

#### Loss of rent

If Your Home is rented and can't be lived in because of Loss covered by this Section We will pay any loss of income from rents receivable for the time reasonably needed to rebuild or repair Your Home.

We will pay for up to 12 months from the date of the Loss, to a maximum sum insured for this benefit of \$20,000.

#### Owner's legal liability

We insure You against:

- 1 Your legal liability as owner of Your Home for Loss to anyone else's property during the Period of Insurance as the result of any Accident which happens at the Home or any residential land belonging to it
- 2 any amount You are legally required to pay under Sections 43, 46 or 46A of the Forest and Rural Fires Act 1977 in connection with an Accident which happens during the Period of Insurance arising from Your ownership of Your Home or any residential land belonging to it
- 3 reasonable costs and expenses, incurred with Our prior consent, in relation to any alleged legal liability which, if proven, is covered under this benefit.

This benefit will not cover You for:

- 1 liability caused by, or in connection with, or arising from:
  - (a) the ownership or use of any:
    - (i) mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair or electric mobility scooter for personal use only)
    - (ii) trailer
    - (iii) caravan
    - (iv) boat or watercraft
    - (v) aircraft or aerial or spatial device
  - (b) any business, profession or employment, or earning of any income
- 2 liability created by agreement, unless You would have been liable anyway, even without the agreement
- 3 liability for damage to property belonging to You or any person who is living at the Home or property under Your (or their) care or control.

We will pay up to \$2,000,000 in total for one Event. This includes any costs and expenses.

### Optional benefits (these benefits are included in Your sum insured for the Home)

These benefits are provided on the same terms. If You have the same benefit with Us elsewhere You can only claim once.

#### Landlord's chattels: extended cover

If the Schedule shows that this option has been taken, the maximum amount payable under the 'Landlord's chattels' benefit is increased to \$20,000.

#### Landlord's extension: deliberate damage by tenants

If the Schedule shows that this option has been taken, We will cover:

- 1 Accidental Loss to the Home and/or the landlord's chattels during the Period of Insurance, caused by theft or deliberate damage by the tenants.

We will pay up to \$25,000 for one Event.

The Excess is \$500 for each Event.

- 2 loss of rent due to the Home being untenable as a result of theft or deliberate damage by the tenants covered by 1 above.

We will pay up to \$10,000 for one Event.

The Excess is \$500 for each Event.

For this cover to apply, You or the person who manages the tenancy on Your behalf must:

- (a) complete an internal and external inspection of the property at a minimum of six-monthly intervals and upon each change of tenants, and
- (b) keep a written record of the result of each inspection.

### What You receive

If You choose to repair or rebuild Your Home, the following applies:

- 1 We pay the costs actually incurred to repair or rebuild it to substantially the same condition and extent as when it was new, or at Our option the cash equivalent, limited to the sum insured shown in the Schedule.

Included in these costs are:

- (a) any additional costs to repair or rebuild the damaged portion of the Home which are required solely to comply with any current legal requirements, provided that:
    - (i) You did not receive notice of these requirements before the Loss occurred, and
    - (ii) Your Home complied with the existing requirements at the time it was originally built, and at the time of any alterations
  - (b) architects', engineers', and surveyors' fees to repair or rebuild the Home if they have been authorised by Us, and
  - (c) the cost actually incurred to demolish and remove debris including Contents.
- 2 We will pay for building materials and construction methods commonly used at the time of Loss.

- 3 You must co-operate to ensure that any repairing or rebuilding is carried out promptly.

If You choose not to repair or rebuild Your Home, You receive the following:

- 1 payment of its Present Day Value at the time of the Loss. If Your Home is mortgaged, We may make payment to the mortgagee up to the extent of its interest. This payment discharges Our liability to You to that extent, and
- 2 the costs of demolition and removal of debris and Contents, provided these costs are actually incurred as a reasonable and necessary expense as a result of the Loss.

### Maximum amount payable

The most We will pay for any one Event is the sum insured shown in the Schedule for the Home, less Your Excess.

The loss of rents and owner's liability benefits are additional to the above.

### What You are not insured for

This insurance does not cover any Loss which is or arises from:

- 1 wear and tear
- 2 mildew, rot, corrosion, rust or gradual deterioration (other than the cover provided under the 'Hidden Gradual Damage' benefit)
- 3 mechanical, electrical or electronic breakdown (however, We will cover Accidental Loss to any part of household electrical equipment caused by the actual burning out of that part)
- 4 defect in materials, workmanship or design
- 5 insects or vermin other than opossums
- 6 any process of cleaning, repairing or restoring
- 7 the action of light.

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover Loss to any other part or item not otherwise excluded.

Also not covered is any Loss which is or arises from:

- 1 theft or deliberate damage (other than by fire or explosion) by:
  - (a) tenants or their guests
  - (b) any other person normally living at the Home
- 2 lifting or shifting the Home (including preparatory work), or the removal of structural support or any part of the roof
- 3 land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the 'Natural Disaster damage' benefit on page 18 of this Policy)
- 4 underground water pressure.

### General exclusions

The general exclusions on page 20 of this Policy wording contain further exclusions to this cover.

## Special conditions

### Furnishing limitation

We will only pay for the cost of replacing or repairing floor coverings in the room in which the Loss occurs.

### Limitation on rental or holiday homes

If at the time of the Loss Your Home or a part of Your Home is lent or tenanted to anyone, or if it is a holiday home, then claims for:

- 1 glued floor coverings, or
- 2 wall coverings, or
- 3 burning out of household electrical equipment

over five years old are limited to payment of their Present Day Value at the time of the Loss.

### Residential use only

Your Home must be used only for private residential purposes (which may include a home office) unless You advise Us and We agree otherwise in writing. We may be able to continue Your cover however We may wish to change the terms to fairly reflect this change before We agree to do so.

### Unoccupancy

This cover is suspended immediately if Your Home is not lived in for more than 60 consecutive days, unless You have given Us prior notice of this and We have agreed in writing. If You do, We may amend the terms of this cover with immediate effect. Cover automatically resumes as soon as someone starts living in it again.

This condition does not apply if the Home is a holiday home. However, You must ensure that:

- 1 the Home is kept in a tidy condition
- 2 all external doors and windows are securely locked
- 3 all papers and mail are collected regularly
- 4 the Home is under regular supervision.

### Excess

Cover under this Policy is subject to an Excess, as specified on Your Schedule.

## Section 2: Contents Cover

### What You are insured for

We cover You against sudden, Accidental Loss to Your Contents during the Period of Insurance.

### What You are also insured for (these benefits are included in Your sum insured for Contents)

These benefits are provided on the same terms. If You have the same benefit with Us elsewhere You can only claim once.

### Change of situation

If You are changing Your permanent Home in New Zealand, We cover Your Contents once they reach Your new Home. You must notify Us of their relocation within 14 days of the date the Contents are first removed. Cover on the Contents at Your former Home will cease 14 days after the Contents are first removed, unless We agree otherwise.

Contents in the course of removal or transit (including loading or unloading) to the new Home are not covered.

### Credit card/cheque cover

If You or Your Spouse living with You:

- 1 dies, or
- 2 becomes totally disabled for a period exceeding six weeks as a result of an Accident in New Zealand during the Period of Insurance, We will pay the outstanding balance on Your credit cards as at the date of the Accident up to \$500 for any Event.

If Your credit card or ATM/EFTPOS card or cheque book is:

- 1 lost or stolen, and
- 2 used fraudulently

during the Period of Insurance by any person not related to You or living at Your Home, We will pay for the money lost which is not recoverable from any other source. We will pay up to \$1,000 during any one 12-month period.

### Hidden Gradual Damage

We will cover You for the cost of repairing Your Contents if they suffer Hidden Gradual Damage caused by water which Accidentally leaks or overflows from any internal water pipe, internal waste disposal pipe or internal water tank permanently installed at Your Home.

However, the leak or overflow must first occur and the Loss must first be discovered during the Period of Insurance.

We will pay up to \$2,000 during any one 12-month period to repair the damage. This limit includes the reasonable cost to replace or repair any other Contents not directly affected but which must be damaged or destroyed to locate the cause, provided that We have given Our prior consent. We will not pay for repairing the leak.

### Home office

We cover office furniture and office equipment owned by You and used in connection with a profession or business carried on by You in the Home.

These items are only insured while within a building at the Home.

We will pay up to \$15,000 for any Event.

### **Lost or stolen keys**

Where any key (including remote door opener, swipe card or similar device) giving access to Your Home is:

- 1 lost, or
- 2 stolen, or
- 3 believed on reasonable grounds to have been duplicated without Your permission

during the Period of Insurance, We will cover the costs to replace those keys and alter or replace the locks which they are used for.

We will pay up to \$2,000 during any one 12-month period.

### **Motor vehicle accessories that are attached to Your employer's vehicle**

We will cover Your motor vehicle accessories that are attached to Your employer's vehicle.

We will pay up to \$1,500 during any one 12-month period.

The Excess is \$250 for each Event.

### **'Natural Disaster damage' benefit**

The 'Natural Disaster damage' benefit on page 18 of this Policy wording applies to this Section also.

### **Overseas travel**

We cover You for Loss to:

- 1 Your clothing, personal effects and baggage, and
- 2 Your articles of jewellery and valuables specified in the Schedule that You take with You while travelling to and from, and in, Australia or the Pacific Islands, for a period of no more than three weeks, from the time You leave New Zealand.

We will pay up to \$5,000 for any one trip.

### **Tree disposal**

If Your Contents suffer Loss covered by this Section as a result of a tree or part of a tree falling on it, We will also pay for the reasonable costs to dispose of the tree debris on Your property.

We will pay up to \$1,000 for one Event.

### **Wedding or Christmas gifts**

We cover:

- 1 wedding gifts, or
- 2 Christmas presents

belonging to others, temporarily stored in Your Home.

## **What You are also insured for (these benefits are additional to Your sum insured for Contents)**

These benefits are provided on the same terms. If You have the same benefit with Us elsewhere You can only claim once.

### **Personal liability**

We insure You and members of Your Family for:

- 1 their legal liability for Loss to anyone else's property during the Period of Insurance as the result of any Accident occurring anywhere in New Zealand
- 2 any amount they are legally required to pay under Sections 43, 46 or 46A of the Forest and Rural Fires Act 1977 arising from an Accident during the Period of Insurance
- 3 reasonable costs and expenses, incurred with Our prior consent, in relation to any alleged legal liability which, if proven, is covered under this benefit.

This benefit will not cover You or them for:

- 1 liability caused by, or in connection with, or arising from:
  - (a) the ownership or use of any:
    - (i) mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair or electric mobility scooter for personal use only)
    - (ii) trailer
    - (iii) caravan
    - (iv) boat or watercraft unless it is defined as Contents in the 'Meaning of words' Section
    - (v) aircraft or aerial or spatial device unless it is a model or toy not able to carry more than its own weight
  - (b) any business, profession or employment, or earning of any income
  - (c) the ownership of any land or building
- 2 liability created by agreement, unless You would have been liable anyway, even without the agreement
- 3 liability for damage to property belonging to You or any person who is living at the Home or property under Your (or their) care or control.

We will pay up to \$2,000,000 in total for one Event. This includes any costs and expenses.

### **Removal of debris**

We will pay the reasonable costs of removing damaged Contents from the Home following a Loss covered by this Policy provided these costs are incurred with Our prior consent.

### **Temporary accommodation**

If You are living in the Home as Your permanent residence and the Home can't be lived in because of Loss covered by this Section, We will pay the reasonable additional costs You incur for:

- 1 Your temporary accommodation, and
- 2 the boarding out of Your domestic cats and dogs normally kept at Your Home, and
- 3 moving Contents to the temporary accommodation and returning them to Your Home, and



- 4 moving Contents to a secure storage facility, storage costs while You are in temporary accommodation, and returning them to Your Home.

We will pay for up to 12 months to a maximum sum insured for this benefit of \$25,000 for one Event.

### Optional benefits

(these benefits are included in Your sum insured for Contents)

These benefits are provided on the same terms. If You have the same benefit with Us elsewhere You can only claim once.

#### Home office: cover away from the Home

If the Schedule shows that this option has been taken, We cover office furniture and office equipment owned by You and used in connection with a profession or business carried on by You in the Home.

These items are insured when temporarily away from the Home.

We will pay up to \$15,000 for one Event. The following sub-limits apply:

- 1 \$5,000 in total for: computers and computer hardware and software and related media
- 2 \$2,000 in total for: cellphones and portable communication equipment.

#### Landlord's extension: deliberate damage by tenants

If the Schedule shows that this option has been taken, We will cover Accidental Loss to the Contents during the Period of Insurance, caused by theft or deliberate damage by the tenants.

For this cover to apply, You or the person who manages the tenancy on Your behalf must:

- (a) complete an internal and external inspection of the property at a minimum of six-monthly intervals and upon each change of tenants, and
- (b) keep a written record of the result of each inspection.

We will pay up to \$25,000 for one Event.

The Excess is \$500 for each Event.

### What You receive

If Your item of Contents is damaged and is economic to repair, We will:

- 1 repair it as closely as possible to its condition before the Loss occurred, or
- 2 pay You the cost of doing so.

If Your item of Contents is lost or is uneconomic to repair, We will:

- 1 pay the cost of replacing it as closely as possible with the equivalent new item, or
- 2 pay You the cost of doing so.

For the following items the cost of replacement or repair is limited to their Present Day Value:

- (a) books
- (b) records, audio or video tapes
- (c) clothing or footwear
- (d) computer software
- (e) household linen
- (f) sporting or camping equipment

- (g) watercraft or outboard motors, including their spare parts, accessories or associated equipment
- (h) spare parts, accessories or associated equipment of motor vehicles, motorcycles, caravans, trailers, aircraft or other aerial or spatial devices that are not in or on them
- (i) items which You have decided not to replace or repair.

### Maximum amount payable

Subject to the limits set out below and Your Excess, the most We will pay for any one Event is the sum insured shown in the Schedule for all Contents (unspecified or specified).

The personal liability and temporary accommodation benefits are additional to the above.

### Limits

Unless specified in the Schedule We will not pay more than:

\$3,000

- 1 for any item of jewellery or watch (the limit of \$3,000 applies unless We receive a valuation prior to the Loss confirming its sum insured)
- 2 for any camera or item of photographic equipment
- 3 for any bicycle
- 4 for each collection of any of the following: stamps, medals, coins, telephone cards or collector cards

\$2,500

- 1 for any item of watercraft including its outboard motors, spare parts, accessories and associated equipment
- 2 in total for: spare parts, accessories and associated equipment which belong to but are not in or on any motor vehicle, motorcycle, caravan, trailer, aircraft or other aerial or spatial device

\$500

- 1 in total for all of the following: money, gold or silver or precious metals, unset precious or semi-precious stones, negotiable securities and documents of any kind.

If any item is subject to more than one limit, then the lesser limit applies.

### What You are not insured for

This insurance does not cover any Loss which is or arises from:

- 1 wear and tear
- 2 mildew, rot, corrosion, rust or gradual deterioration (other than the cover provided under the 'Hidden Gradual Damage' benefit)
- 3 mechanical breakdown or failure, electrical or electronic breakdown or failure (however, We will cover Accidental Loss to any part of Your household electrical equipment caused by the actual burning out of that part)
- 4 defect in materials, workmanship or design
- 5 insects or vermin other than opossums
- 6 any process of cleaning, repairing or restoring
- 7 the action of light.

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover Loss to any other part or item not otherwise excluded.

Also not covered is any Loss which is or arises from:

- 1 theft or deliberate damage (other than fire or explosion) by:
  - (a) tenants or their guests
  - (b) any other person normally living at the Home
- 2 lifting or shifting the Home (including preparatory work) or the removal of structural support or any part of the roof
- 3 land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the 'Natural Disaster damage' benefit on page 18 of this Policy)
- 4 underground water pressure.

### **General exclusions**

The general exclusions on page 20 of this Policy wording contain further exclusions to this cover.

### **Special conditions**

#### **Furnishing limitation**

We will only pay for the cost of replacing or repairing floor coverings in the room in which the Loss occurs.

#### **Limitation on Contents for children temporarily living away from Home attending an educational institution**

If Your child is temporarily living away from Home while attending an educational institution the following limitations apply to the child's Contents which they take with them:

We will not pay for:

- 1 theft of the Contents unless the theft is as a result of actual:
  - (a) forcible and violent entry to the building or room in which the Contents are kept, or
  - (b) physical violence or threat to Your child
- 2 property lost or mislaid.

We will pay up to \$1,000 for any one item of Contents and \$5,000 in total for one Event.

These limitations do not apply if Your child is living at a boarding school or in accommodation supplied by the educational institution.

#### **Limitation on Contents for tenants sharing**

If You are a tenant and You are sharing the Home with anyone other than Your Family and replacement cost conditions apply, then claims for all Contents over five years old are limited to the cost of their Present Day Value at the time of the Loss.

#### **Limitation on the Contents of rental or holiday homes**

If at the time of the Loss, Your Home, or a part of Your Home, is lent or tenanted to anyone, or if it is a holiday home, and replacement cost conditions apply, then claims for all Contents over five years old are limited to the cost of their Present Day Value at the time of the Loss.

### **Unoccupancy**

This cover is suspended immediately if Your Home is not lived in for more than 60 consecutive days, unless You have given Us prior notice of this and We have agreed in writing. If You do, We may amend the terms of this cover to fairly reflect this change with immediate effect. Cover automatically resumes as soon as someone starts living in it again.

This condition does not apply if the Home is a holiday home. However, You must ensure that:

- 1 the Home is kept in a tidy condition
- 2 all external doors and windows are securely locked
- 3 all papers and mail are collected regularly
- 4 the Home is under regular supervision.

### **Where We cover Your Contents**

The Contents must be at the situation in the Schedule, or be temporarily anywhere else in New Zealand.

We do not cover Contents that are:

- 1 removed from the situation for sale, storage or exhibition, or
- 2 permanently removed from the situation (other than the cover provided under the 'Change of situation' benefit), or
- 3 normally at some place other than the situation.

This includes Contents in the course of removal (including loading or unloading) or transit to or from any such of these places.

### **Residential use of the situation**

The Contents are only covered at the situation if the situation is used for private residential purposes (which may include a home office), unless You advise Us and We agree otherwise in writing. We may be able to continue Your cover however We may wish to change the terms to fairly reflect this change before We agree to do so.

### **Excess**

Cover under this Policy is subject to an Excess, as specified on Your Schedule.

## Natural Disaster damage benefit

### Applying to all Sections

#### What You are insured for

This benefit applies to all Sections of the Policy and will cover any Loss covered under those Sections during the Period of Insurance that occurs:

- 1 as the direct result of Natural Disaster, or
- 2 as a direct result of measures taken under proper authority to avoid the spread, or otherwise mitigate the consequences, of a Natural Disaster.

It does not include any Loss for which compensation is payable under any Act of Parliament other than the Earthquake Commission Act 1993.

#### What You receive

You receive the following:

- 1 For the Home and Contents insured under Sections 1 or 2, We will pay the difference between the EQ Cover and the cover under this Policy, on the condition that We do not pay:
  - (a) for any Excess which applies to the EQ Cover, and
  - (b) until the Earthquake Commission has paid or has agreed to pay the EQ Cover
- 2 For the Home insured under Section 1, We will pay the cover under this Policy for:
  - (a) walls including garden and retaining walls
  - (b) gates
  - (c) fences
  - (d) paths
  - (e) driveways
  - (f) swimming pools or spa pools which are permanently fixedon the condition that You first pay the Natural Disaster special Excess specified in the Schedule, which shall replace the standard Policy Excess.
- 3 For the Contents insured under Section 2, We will pay the cover under this Policy for:
  - (a) jewellery
  - (b) precious stones
  - (c) money
  - (d) paintings and works of art
  - (e) securities
  - (f) documents
  - (g) stamps
- 4 If You are living in the Home as Your permanent residence and the Home cannot be lived in because of Loss covered by this 'Natural Disaster damage' benefit, We will pay the reasonable additional costs You incur for:
  - (a) Your temporary accommodation, and
  - (b) moving Contents to the temporary accommodation and returning them to Your Home, and

- (c) moving Contents to a secure storage facility and for storage costs while You are in temporary accommodation, and returning them to Your Home, and
- (d) the boarding out of Your domestic cats and dogs normally kept at Your Home.

We will pay for up to twelve (12) months to a maximum of \$25,000.

- 5 If Your Home is rented and cannot be lived in because of Loss covered by this 'Natural Disaster damage' benefit We will pay any loss of income from rents receivable for the time reasonably needed to repair or rebuild Your Home. We will pay for up to twelve (12) months to a maximum of \$20,000 from the date of Loss.
- 6 If Your Home suffers Loss covered by this 'Natural Disaster damage' benefit, We will also pay for the reasonable costs of restoring any resultant damage to Your garden, including any necessary re-landscaping. We will pay up to \$3,000.

This benefit is subject otherwise to the terms of the Policy.

These amounts are inclusive of Your sum insured, except for the benefits under 4 and 5 above.

## General exclusions applying to all Sections

- 1 There is no cover under this Policy for any Loss or liability caused directly or indirectly in any way by any of the following:
  - (a) nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel (for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion)
  - (b) earthquake, volcanic eruption, hydrothermal or geothermal activity, tsunami, landslip or any event where cover is provided under the Earthquake Commission Act 1993, except to the extent that cover is provided by the 'Natural Disaster damage' benefit
  - (c) confiscation, nationalisation or requisition by the order of the Government or local authority. However, We will pay for damage as a result of such an order if it is to prevent a Loss which would otherwise have been covered under this Policy.
- 2 There is no cover for the cost of defending any legal proceedings or for any amount awarded by any court unless all proceedings took place in New Zealand.
- 3 There is no cover for liability for bodily injury covered by the Accident Compensation Corporation.
- 4 There is no cover for death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (b) any act of terrorism.

For the purpose of this exclusion, terrorism means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

There is no cover for death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, the above exclusions.
- 5 There is no cover for any Loss of whatsoever kind arising directly or indirectly out of:
  - (a) the corruption, destruction or alteration of or damage to data, coding programs or software; or
  - (b) the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips; or
  - (c) any business interruption losses resulting therefrom.

Provided that this exclusion shall not apply where such Loss occurs as a direct result of physical damage that is otherwise covered by this Policy.

- 6 There is no cover for Loss or liability connected in any way with any building or structure:
  - (a) containing moisture or being penetrated by external moisture or water, or
  - (b) containing mould, fungi, mildew, rot, micro-organisms, bacteria, protozoa or anything similarthat is caused directly or indirectly by:
  - (i) Non-compliance with the New Zealand Building Code, or
  - (ii) Faulty or defective design or specification, or
  - (iii) Faulty materials, or
  - (iv) Inappropriate material use, or
  - (v) Faulty workmanship, or
  - (vi) Faulty assemblywhen the building or structure was constructed, altered or repaired.

## General conditions

All the conditions and obligations of this Policy must be complied with or We may decline Your claim or, in some circumstances, avoid or cancel Your Policy.

### Acts of Parliament

Where this Policy refers to any Act of Parliament, this includes any Regulations and Amendments to that Act. It also includes any other Act or Regulation passed as an addition, an amendment, or in its place.

### Alterations

You may only alter the terms of this Policy with Our prior written agreement.

We may alter the terms of this Policy by writing to Your last known postal address. The change will take effect no earlier than 14 days after the date the letter is posted. Prior to the change taking effect You have the opportunity to terminate the contract immediately, in which case We will refund You all of the unused part of the premium.

### Automatic reinstatement of cover

If We pay a claim for any partial Loss, We will automatically reinstate Your insurance cover provided You carry out all recommendations We make to prevent further Loss.

### Cancellation of this Policy

By You

You may cancel any Section of this Policy by contacting Us. If Your Period of Insurance is annual, We will refund the unused part of the premium less an administration fee. Otherwise no refunds are allowed.

By Us

We may cancel any Section of this Policy by sending You 14 days' written notice to Your last known postal address. The cancellation will take effect 14 days after the date the letter is posted. If We do, We will refund You all the unused part of the premium.

### Care of insured property

You must maintain the insured property in good repair and take all reasonable steps to safeguard it against Loss.

### Change in circumstance

If there is any change to any of the circumstances relevant to this insurance since it started that increase the risk, or alter the nature of the risk, You must immediately notify Us. We may amend the terms of this Policy with immediate effect to fairly reflect the change in circumstances, or may cancel it.

### Condition precedent to payment of a claim

You must meet all Your obligations under this Policy before We will meet Your claim.

### Double insurance

If any Loss or liability covered by this Policy is also covered by any other Policy, We will only pay over and above the cover provided by the other Policy. We will not pay for any excess which applies to the other Policy. You must tell Us as soon as You are aware of any other such insurance.

### Goods and Services Tax (GST)

The following amounts include GST:

- (a) All sums insured specified in the Policy and the Schedule
- (b) The Excesses
- (c) Specified Contents
- (d) All the other limits and sub-limits contained in this Policy.

The following amounts exclude GST provided that GST is recoverable by Us:

The maximum amounts under:

- (a) Owner's Legal Liability – Section 1
- (b) Personal Liability – Section 2

### Inflation protection

At each review of the Policy We may adjust the sum insured on Your Home and Contents in line with any relevant changes in building costs and the Consumers' Price Index. This adjustment will not be made on any specified item.

### Joint insurance

If there is more than one insured shown on the Schedule, this Policy insures them jointly.

### Other people's obligations

Any other person entitled to cover under this Policy must meet all of the obligations that You are required to meet, wherever this is applicable.

### Reckless acts

You must not cause or facilitate Loss or incur any liability through any reckless act nor must You knowingly allow or permit anyone else to cause Loss or liability in this way.

### Total loss payment

If We pay a claim for a total loss under a Section of this Policy, then that Section comes to an end. You are not entitled to any premium refund.

### Truth and completeness of statements

We have issued this Policy based on the information You have provided Us.

All statements made in relation to any application, Schedule or claim, and any other information supplied, must be correct in every respect.

## Meaning of words

Wherever these words (including any derivatives of them) are used with a leading capital in this Policy, this is what they mean.

**Accident:** means a happening or event that is unforeseen and unintended by You.

**Contents:** means household goods and personal effects:

- 1 owned by You or Your Family, or
- 2 for which You or Your Family are legally responsible, including Contents under hire purchase.

Contents does not include:

- 1 carpets or floor coverings which are glued in place
- 2 animals
- 3 trees, shrubs and other plant life (other than pot plants)
- 4 any of the following:
  - (a) motor vehicles (except garden implements for Home use only, electric wheelchairs and electric mobility scooters for personal use only)
  - (b) motorcycles including mini bikes
  - (c) caravans
  - (d) trailers
  - (e) aircraft or other aerial or spatial devices unless it is a model or toy not able to carry more than its own weight (but not if damaged while in use) or their spare parts, accessories or associated equipment when in or on them unless covered under the 'Motor vehicle accessories attached to Your employer's vehicle' benefit.
  - (f) property used in connection with a profession or business unless covered under the 'Home office' benefit
  - (g) any item of watercraft including its outboard motors, spare parts, accessories and associated equipment with a combined Market Value of over \$2,500.

The situation where Your Contents are kept must be used only for private residential purposes (which may include a home office), unless You advise Us and We agree otherwise in writing.

**EQ cover:** means the insurance of the Home provided by Section 18 and/or the insurance of the Contents provided by Section 20 of the Earthquake Commission Act 1993.

**Event:** means an event or series of events arising from one source or original cause.

**Excess:** means the amount specified in the Schedule which is the first amount of any claim that You must pay. If as a result of a single Accident, there is a Loss to Your Home, Contents, vehicle or boat insured by You with Us under more than one Policy, only the highest Excess will apply.

**Family:** means any family member who:

- 1 permanently resides with You, or
- 2 is a student temporarily living away from Home while attending an educational institution.

**Hidden Gradual Damage:** means hidden rot, hidden mildew or hidden gradual deterioration.

**Home:** means the dwelling at the situation shown in the Schedule and its:

- 1 outbuildings
- 2 permanently attached fixtures and fittings
- 3 glued floor coverings
- 4 underground and overhead services
- 5 walls, gates, fences
- 6 swimming and spa pools which are permanently fixed
- 7 paths and driveways if constructed of concrete, brick, pavers or tarseal
- 8 patios and tennis courts
- 9 other domestic improvements of a structural nature which are permanently fixed or installed and which are not excluded by this Policy.

The Home does not include:

- 1 trees, shrubs and other plant life other than the cover given under the 'Landscaping' benefit
- 2 dams, wharves, piers, landings, slipways, breakwaters, sea walls, or jetties
- 3 bridges unless they are the only means of access to the Home exclusively
- 4 any land, earth or fill

The Home must be used only for private residential purposes (which may include a home office) unless You advise Us and We agree otherwise in writing.

**Loss:** means sudden physical:

- 1 loss, or
- 2 damage, or
- 3 destruction.

**Market Value:** means the reasonable retail value immediately before a Loss.

**Natural Disaster:** means an earthquake, volcanic eruption, hydrothermal activity, tsunami, Natural Landslip or Natural Disaster Fire.

**Natural Disaster Fire:** means fire occasioned by or through or in consequence of an earthquake, volcanic eruption, hydrothermal activity, tsunami, or Natural Landslip.

**Natural Landslip:** means the movement (whether by way of falling, sliding, or flowing, or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion.

**Period of Insurance:** means the period in the Schedule during which this insurance is in force. The period starts at the 'from' date, and ends at 4 p.m. (New Zealand time) on the 'to' date. If We agree to keep insuring You, the Policy will be continuously extended thereafter:

- 1 for a Period of Insurance of 14 days if the premium is paid fortnightly, or
  - 2 for a Period of Insurance of one month if the premium is paid monthly, or
  - 3 for a Period of Insurance of 12 months if the premium is paid annually
- until such time as this Policy is cancelled, expires or lapses.

If the Period of Insurance is annual, the period starts at the 'start' date and ends at 4 p.m. (New Zealand time) on the 'review' date.

No claim will be payable if at the time of Loss any premium due has not been paid.

**Present Day Value:** means the cost immediately before the Loss of rebuilding, replacing or repairing Your Home or Contents to a condition no better than new less an appropriate allowance for age, condition, wear and tear, depreciation and deferred maintenance.

**Schedule:** means the most recent Schedules to this Policy We have issued.

**Spouse:** means the person who is legally married to You or who is living with You in the nature of a marriage.

**We, The Company, Lumley Insurance, The Underwriter,**

**Our or Us:** means Lumley General Insurance (N.Z.) Limited.

**You:** means the person (or persons) shown on the Schedule as 'the insured'.

## Notes

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

