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CONTENTS INSURANCE

INTRODUCTION

Thank you for purchasing insurance from The New India Assurance Company Limited.

Your insurance policy:

Your insurance policy consists of:

- 1 Your proposal and any other information **you** supplied **us**
- 2 The Contents Policy wordings below that **you** have selected, and are shown in the **schedule**
- 3 The policy **schedule**

Premium

Once **you** have paid, or agreed to pay, the premium, **we** will insure **you** on the terms set out in each policy wording.

Your satisfaction guaranteed

We will give **you** a full refund of **your** premium within the first 30 days, if **you** are not completely happy with the policy wording. **You** will not be able to claim under that policy if **you** request a refund during this period.

Your duty of disclosure

When arranging this insurance, **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

- Whether to accept **your** proposal, and
- If so, on what terms.

Examples of what **you** must tell **us** include:

- Anything that increases the risk of a claim
- Any criminal offending or convictions
- Any previous insurance claims
- Any refusal by another insurer to insure **you** on standard terms, or to continue to insure **you** on standard terms.

You must also tell **us** this every time each policy renews, and when **you** make any changes to them.

If **you** fail to do this, **we** may avoid the policy back to when it started as if **you** were never insured at all.

When in doubt, disclose. We treat all information confidentially.

DEFINITIONS

The words (and any derivatives) marked in **bold** throughout the policy wordings are defined as follows:

Act of terrorism means an act, including but not limited to the use of force or violence and threat of any person or group, whether acting alone or on behalf of or in connection with any organisation or government that from its nature or context is done 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 part of the public in fear.

Accidental means unexpected and unintended by **you**.

Bodily injury means **accidental** death of or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

Business means generating income or revenue by carrying on any business trade or profession or by providing any goods or services.

Computer virus means a set of corrupting, harmful or unauthorised instructions or code, including a set of maliciously introduced and unauthorised instructions or code, programme or any thing else, which duplicates itself through a computer system or network. This includes, but is not limited to Trojan horses, worms, and time or logic bombs.

Contents means the following items owned by **you**, **your spouse**, or **your family**:

- Household goods and personal effects;
- Carpet or floor covering not attached to the floor;
- Surfboard, windsurfer, dinghy, kayak or canoe (including parts and accessories);
- Electric wheelchair, mobility scooter, domestic garden appliance or golf cart (including their parts and accessories)

We will also cover **contents** that are:

- on hire or under hire purchase to **you** if **you** are legally liable for them;
- wedding or Christmas presents for other people which are at the **house**;
- owned by any of **your** children under 25 years old, which are left with **you** while they live outside New Zealand;
- owned by any of **your** children under 25 years old who normally live with **you** at the **house** while they are living at boarding school or in accommodation supplied by a university or tertiary educational institution.

Contents does not mean:

- Household goods and personal effects used at any time to earn income, unless covered under the Contents Used for Business Additional Cover.
- Livestock, domestic pet or other creature;
- Carpet or floor covering attached to the floor;
- Motor vehicle, car, motor cycle, motor scooter, trailer or caravan or their parts or accessories;
- Aircraft or other aerial device

Electronic data means facts, concepts, information converted to a form useable for communication interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

EQ Cover means the insurance provided for the **house** by the Earthquake Commission Act 1993.

Event means a single event or series of events that have the same cause.

Excess the amount shown in the **schedule** that we do not pay.

Family means any family member that permanently resides with **you**.

Loss means physical loss or physical damage.

Market value means the reasonable cost to purchase an identical item second hand in New Zealand of equivalent age, quality and capability, and in the same general condition.

Period of insurance means the duration shown in the **schedule**.

Schedule means the most recent Schedule issued under this policy.

Situation means the location shown in the **schedule**.

Spouse means the person **you** are legally married to, or live with in the nature of a marriage.

We/us/our: The New India Assurance Company Limited.

You for the Contents Policy means the 'Insured' named in the **schedule** and also means any of the following who are living at the **house**:

- **Your spouse**, and
 - **Your and your spouse's** children, and
- any other person who is named on the **schedule**.

YOUR CONTENTS

What is covered

We cover sudden **accidental loss** to **your contents** during the **period of insurance**.

When cover changes

1 Without any occupant

Cover under this insurance will be automatically suspended as soon as the **house** has been without an occupant for more than 90 consecutive days, **UNLESS you** have given prior notice to **us** and received **our** written acceptance, that cover will continue. Cover will resume as soon as the **house** is occupied again.

We may, if **we** choose, change the terms of this insurance if **you** give **us** notice that the **house** will be without an occupant for more than 90 consecutive days.

2 If you do not occupy the house

If **you** do not occupy the **house** because **you** lend it or lease it to someone else, cover is limited as follows:

a) **We** cover sudden **accidental loss** to **your contents** only if it is caused by any of these:

- Fire, explosion, lightening, storm, flood;
- Riot or labour disturbance;
- Aircraft or other aerial or spatial device, or articles dropped there from;
- Burglary or theft, except by any tenant or any person who is living at the **house**;
- Intentional damage, except by any tenant or any person who is living at the **house**, unless the intentional damage is by fire or explosion;
- Impact damage by any vehicle or animal;
- Water or oil that leaks, overflows or discharged from any domestic water or heating system installed at the **house**, but **we** do not pay for any of these that result: mildew, mould, rot or gradual damage;
- Opossums that enter the **house**.

b) There is no cover under any of these parts of the policy:

- Credit cards;
- Keys and locks;
- Frozen foods;
- Gradual damage;
- Contents used for business.

Additional cover

1 Credit cards

We will pay up to \$1,000 if any of **your** credit cards or debit cards are lost or stolen during the **period of insurance** and are used fraudulently by any person who is not related to **you** and not living at the **house**.

2 Alternative accommodation

Where a **loss** is covered under this policy, **we** will pay:

- **Your** reasonable costs, for up to 6 months and up to \$15,000, **your** alternative accommodation, and boarding out of any domestic pet which **you** normally keep at the **house**, while it is not fit to live in because of **loss** of **contents**.
- Up to \$1,000 in total to move **contents** to the alternative accommodation and return them to the **house**.
- Up to \$500 in total to move **contents** to a secure storage facility, and for storage costs which **you** are in alternative accommodation, and to return them to the **house**.

We may deduct an amount equivalent to any rebate or saving made on rental, power gas or any other regular household outgoing.

We will not pay for:

- Costs that **you** would normally claim on **house** insurance. If that insurance is with **us** **we** will pay them under **your house** insurance policy;
- Costs which **you** can recover from any other source;
- Costs of alternative premises for the operation of any business.

3 Keys and locks

We will pay up to \$1,000 to **replace** or alter locks if keys, or equivalent devices, to the **house** are:

- Stolen, or
- There are reasonable grounds to believe that they have been duplicated without **your** permission

during the **period of insurance**.

If **you** also have this cover under **your house** Insurance with **us**, **you** can only claim this benefit once under both policies.

4 Gradual damage

We will pay up to \$2000 for gradual damage or mildew or mould or rot caused by water which **accidentally** leaks or overflows or is discharged during the **period of insurance** from any of these installed at the **house**.

- internal water pipe or internal waste disposal pipe;
- bath, shower, basin, sink, toilet, cistern, bidet, internal water tank.

Provided that action is taken to minimise the **loss**, and to prevent any further **loss**, as soon as any leakage or overflow or discharge or any resulting gradual damage or mildew or mould or rot is apparent.

We pay the reasonable cost to **replace** or repair any of these:

- the **contents** directly affected;
- any other **contents** not directly affected but which must be removed or damaged or destroyed to locate the cause, provided that **we** have first given **our** approval.

5 Frozen foods

We will pay for the **loss** of any frozen or perishable food contained in any refrigeration equipment in the **house** that is caused by the **accidental** stopping or breakdown of that equipment during the **period of insurance**.

We will not pay for any item which is kept by **you** in connection with any **business**, trade, profession, employment, or earning of any income.

6 Fatal injury

We pay \$10,000 to **your** personal legal representative if **you** die within 90 days as a direct result of injuries sustained at the **house** during any fire, burglary or theft covered by this policy.

We provide the same cover for any person whose **contents** are covered under this policy.

If more than one person entitled to this cover dies as a result of an **event** this payment will be divided equally between them.

7 Electrical or electronic breakdown

We will pay for sudden **accidental loss** during the **period of insurance** caused by electrical or electronic failure or breakdown where actual burning out occurs.

We will only pay the **market value** of any equipment, which is more than 10 years old.

8 Natural disaster damage

We will pay for sudden **accidental loss** to the **contents** during the **period of insurance** caused by:

- Earthquake, volcanic eruption, hydrothermal activity, geothermal activity, tsunami;
- Natural Landslip as defined under **EQ Cover**.

If the **loss** is covered under **EQ Cover**, **we** only pay:

- In excess of that cover, and
- A maximum of the difference between that cover and the sum insured shown in the **schedule**.

We do not pay for any **excess**, which applies to **EQ Cover**. **We** do not make any payment for the **loss** if, for any reason, **EQ Cover** is not paid, or not payable.

9 Contents used for business
We will cover **contents** that **you** own and use for **business** as well as for household or personal use.

We will not cover **you** for:

- Money or cash takings
- Customer's goods
- Any **contents** used only for **business**
- Anything which is covered by any other insurance.

When the **loss** occurs at the **house** the most **we** will pay for an **event** is \$10,000 (including GST) subject to the following limits (including GST):

- \$5,000 in total for all computers (including laptops) and associated equipment.
- \$1,000 in total for all cell-phones and portable communication equipment.
- \$1,000 in total for all tools of trade, plant and equipment,
- \$2,000 in total for all office furniture and office machines,
- \$500 in total for documents and stationery,
- \$500 in total for all stock in trade, materials and supplies.

When the loss occurs away from the **house**, the most **we** pay for an **event** in total is \$1,500 (including GST).

What is not covered

We will not cover **contents** that are:

- 1 Permanently or normally at any place away from **your house** (including, in storage or placed for sale or exhibition); or
- 2 Being carried in transit from the **house** to any other place where **you** intend to live

We will not cover **you** for:

- 3 **Loss** caused by water entering the **house** because any of these have been removed, roofing materials, exterior cladding, door or window, or

- 4 **Loss** caused by raising or moving the **house**, alteration or repair involving the removal of any structural support to the **house**.

- 5 **Loss** caused by:

- 5.1 Insects or vermin, other than opossums;
- 5.2 Cleaning, repairing or restoring;
- 5.3 Wear and tear;
- 5.4 The effects of light;

However, **we** cover any subsequent **loss** that results to other **contents**, provided the subsequent **loss** is not excluded by this policy. **We** do not pay the cost to locate or remedy the cause of the original **loss**, unless cover is provided under the Gradual Damage additional cover.

- 6 **Loss** involving:

- 6.1 Corrosion or rust;
- 6.2 **Loss** which occurs gradually, unless cover is provided under the Gradual Damage Additional Cover;
- 6.3 Mildew, mould, rot, or any **loss** connected with any of these, unless cover is provided under the Gradual Damage Additional Cover.

- 7 **Loss** from:

- 7.1 Earthquake, volcanic eruption, hydrothermal activity, geothermal activity or tsunami, unless covered by the Natural Disaster Additional Cover;
- 7.2 Movement, settlement, shrinkage, or expansion of land, unless covered by the Natural Disaster Additional Cover;
- 7.3 Subsidence or erosion of land;
- 7.4 Underground water pressure.
- 7.5 Burglary, theft, or intentional damage by any tenant, or any person living at the **house**, or any person who is lawfully at the **house** unless the intentional damage is fire.
- 7.6 Scratching, denting, or chipping, unless it is a result of any burglary, theft, intentional damage, earthquake, volcanic eruption, or impact from a vehicle or animal.
- 7.7 The breakdown, failure or wearing out of any part of any mechanical or electrical equipment, unless covered by the Electrical or Electronic Breakdown additional benefit.
- 7.8 Remedying any faulty material, workmanship or design.

What you receive

The most **we** will pay for any **event** is the sum insured shown in the **schedule**.

Where any specific limit is shown in this policy, that limit is the maximum **we** will pay.

We will deduct the **excess** from any amount payable.

If we can repair

If the **contents** can be repaired, **we** will pay the reasonable cost of the repair. **We** choose to either repair the **contents**, or to pay **you** the cost to repair.

We will repair the item to the same condition (or as close as reasonably possible to that condition) as it was when new.

If we cannot repair

If the **contents** cannot be repaired, this is what **we** pay:

- 1 For **contents** covered for their **replacement cost**, **we** pay:
 - The **replacement cost**, or
 - The cost to supply goods of equal value to the **replacement cost**.If the **contents** are not replaced, **we** pay the **market value** of them.
- 2 For **contents** covered for their **market value**, **we** pay the **market value**.

Items with specific limits

- 3 **We** will pay the **market value** of:
 - Any boat or watercraft
 - Books; magazines; records; cassettes; compact discs
 - Clothing; footwear
 - Household linen; bedding; blankets
 - Video cassettes; laser discs; computer games
 - Computer software and electronic storage media.
- 4 **We** will pay the following for **your** jewellery:
 - The lesser of \$15,000 (including GST) or 25% of the sum insured for jewellery that is not individually shown in the **schedule**; and
 - \$3,000 (including GST) for any one jewellery item, or any set or pair, unless it is individually shown in the **schedule** with a higher limit.

We will pay up to the **replacement cost** if **you** provide a valuation by a suitably qualified person. If **you** choose not to repair or replace any jewellery that is covered for its replacement cost, **we** only pay the **market value** of that jewellery.
- 5 **We** will pay the **market value** up to \$3,000 (including GST), unless it is listed individually in the **schedule** with a higher limit, for any:
 - Bicycle
 - Equipment used for sports, exercise, camping or recreation
 - Portable musical instrument or item of associated equipment.
- 6 **We** will pay the **replacement cost** of the following, up to \$2,000 (including GST) per item and \$5,000 (including GST) for any one **event** (unless individually shown in the **schedule**):
 - camera or photography equipment (including video);
 - one watch;
 - portable communications equipment.
- 7 **We** will pay the **replacement cost** of computer hardware not more than 5 years old, and the **market value** of computer hardware older than this.
- 8 **We** will pay the **replacement cost** up to the following amounts, unless listed in the **schedule** with a higher limit:
 - \$2,000 (including GST) collectively for stamps, medals, phone-cards, collector trading cards or coins;
 - \$1,000 (including GST) for cut or uncut precious stones;
 - \$500 (including GST) for money, bullion, precious metals, negotiable securities, documents of any type.
- 9 **We** will not pay for any carpet, floor covering, blind or curtain not in the room where the **loss** occurs.

YOUR LIABILITY

What is covered

We will cover **your** legal liability resulting from any:

- **Accidental bodily injury** to any person;
- **Accidental loss** to property owned by someone else that happens during the **period of insurance**.

We will also pay **your** legal costs and expenses that **we** agree to pay.

Additional cover

Liability as a tenant

We cover **your** liability as a tenant or lessee of the **house** for **loss** caused by any of these:

- fire or explosion;
- water which leaks or overflows or is discharged from any domestic water system installed at the **house**;
- **accidental** breakage (but not scratching, chipping or denting) of any of these which form part of the **house**: fixed glass (but not any light fitting or part of any glasshouse); wash basin; sink; bath; laundry tub; toilet pan or cistern; bidet.

Forest and Rural Fires Act Cover

We will also cover any amount which **you** are legally required to pay under section 43 or sections 46 or 46 A of the Forest and Rural Fires Act 1977 in connection with an **accident** that happens during the **period of insurance**.

We cover this whether or not there is any **loss** to property.

What is not covered

We will not cover liability:

- 1 In connection with **your** ownership of the **house**
- 2 For **loss** to property which **you** own or which is in **your** custody or control.
- 3 For **loss** to any property which is owned by any person who is living at the **house** or who has any interest in the **house**, or land which belongs to it at the **situation**.
- 4 For **bodily injury** to **you**, or to any person who is living at the **house** or who has any interest in the **house** or any land at the **situation**, or who has a family or **business** relationship with **you**.
- 5 For **bodily injury** covered by the Accident Compensation Corporation.
- 6 For any **business**;
- 7 For owning or operating a lift.
- 8 In connection with the ownership or use of motor vehicles (unless a garden implement for home use); motorcycle; moped; mini bike; go-kart; go-ped; (unless it is an electric mobility scooter for personal use); caravan; trailer.
- 9 In connection with the ownership or use of any aircraft or boat or watercraft powered by motor or sail, unless it is a model or toy which is not able to carry more than its own weight.
- 10 Assumed by agreement where there would be no liability without that agreement.
- 11 Any fine, or any punitive, exemplary or aggravated damages, which a court awards against **you**.
- 12 The cost of defending legal proceedings brought in any court outside New Zealand, and the cost of any judgment against **you**, or any other associated costs or damages.
- 13 Connection with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during **your period of insurance** and is caused by a sudden **accidental event** which happens during the **period of insurance**.

What you receive

The maximum amount **we** will pay for any claim or series of claims arising from an **event** is:

- \$2,000,000 for liability for **loss** to property and/or **bodily injury** to any person
- \$100,000 for liability under the Forest and Rural Fires Act 1977.

We will deduct the **excess** from any amount payable.

CLAIMS CONDITIONS

Making a claim on this insurance

You must:

- 1 Tell **us** as soon as **you** are aware of any **loss** or liability covered under any policy wording
- 2 Complete **our** claim form in full if requested
- 3 Allow **us** to investigate and inspect the **loss** or liability
- 4 Provide any other information or assistance which **we** need
- 5 Give **us** permission to obtain personal information which relates to **your** claim held by any other party
- 6 Forward to **us** all relevant information and correspondence
- 7 Provide a statutory declaration to verify the **loss** or liability if **we** request it
- 8 Lay a complaint with the Police if **you** suspect burglary, theft, arson or intentional damage
- 9 Minimise **your loss** or liability, and try to avoid any further **loss** or liability
- 10 Take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses.

You must not:

- 11 Dispose of any property that **you** intend to claim for under a policy wording
- 12 Start any repairs without **our** permission unless it is necessary to prevent further **loss** or liability
- 13 Admit responsibility for any **loss** or liability
- 14 Say or do anything which may prejudice **our** ability to defend any claim made against **you**, or make recovery for the **loss** from any other person who may be responsible for it.

After you have made a claim

After **you** have made a claim:

- 1 **We** have the sole right to act in **your** name and negotiate, defend or settle any liability on **your** behalf at **our** own expense.
We may pay the maximum amount payable under any liability section (or any lesser amount for which the liability can be settled), plus the legal costs and expenses incurred to date. This meets **our** obligations under the liability section in full.
- 2 **We** may take over in full any legal right of recovery that **you** have.
- 3 If any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must:
 - 3.1 Tell **us** immediately, and
 - 3.2 Hand the property over to **us** if **we** request it.
- 4 **You** must reimburse **us** if **you** receive any money from any person ordered to make reparation to **you**.

Dishonest or fraudulent claims

If **your** claim is dishonest or fraudulent in any way, **we** may decline your claim, wholly or partially and, at **our** discretion, declare that this policy is unenforceable from the date of the dishonest or fraudulent act.

GENERAL EXCLUSIONS

- 1 **We** will not cover **loss** or liability caused directly or indirectly by:
 - 1.1 war, invasion, act of foreign enemy, warlike operations (whether war has been declared or not); civil war, rebellion, revolution, insurrection, military or usurped power
 - 1.2 nuclear weapons materials, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear wastes which result from the fusion or fission of nuclear fuel
 - 1.3 confiscation, nationalisation, or requisition by the order of Government, local body, or authority, unless it prevents a **loss** for which a claim would otherwise have been covered under this policy
- 2 **We** will not cover **loss** or liability caused directly or indirectly by earthquake, volcanic eruption, hydrothermal or geothermal activity, tsunami, or any **event** where cover is provided under the Earthquake Commission Act 1993, except as provided by the Natural Disaster Damage additional cover
- 3 **You** are not insured for **loss** or liability connected in any way with loss or damage to **electronic data** and any liability arising from this, directly or indirectly caused by, or in connection with, a **computer virus**. This includes the loss of use, reduction in functionality or any other associated loss or expense in connection with the **electronic data**.
- 4 **You** are not insured for loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
 - An **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, death, injury, illness, liability, cost or expense.
 - Any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

GENERAL CONDITIONS

Comply with the policy

You must meet the following conditions **BEFORE** **we** are obliged to cover **you**:

- 1 **You** must comply with all the policy terms, and
- 2 All statements and answers, whether by **you** or anyone else, must be true when **you**:
 - 2.1 apply for this insurance, and
 - 2.2 notify **us** regarding any change in circumstances, and
 - 2.3 make any claim under this policy.

Cancellation

You may cancel the policy by giving **us** notice. **We** will refund to **you** the unexpired portion of any premium **you** have already paid to **us**.

We may cancel this policy at any time by giving notice to **you**. It will be effective from 4.00pm 14 days after the notice is given. The 14-day period starts on the day the notice is delivered or posted. **We** will refund to **you** the unused portion of any premium **you** have already paid to **us**.

Change in circumstances

You must tell **us** immediately, after the start of the policy, if there is a material fact that **you** know that would:

- Increase in the risk insured, or
- Alteration in the risk insured.

What we may do if circumstances change

After **you** have told **us** about a change in the risk insured, **we** may amend **your**:

- Premium payable, and/or
- Terms and conditions of this policy.

Those changes will be effective immediately.

What we may do if you do not tell us of changed circumstances

If **you** fail to tell **us** about a change in the risk insured, **we** may:

- Declare this policy unenforceable, or
- Completely or partially refuse any subsequent claim.

These actions will be taken from the date **you** knew, or ought to have known, of the increase or alteration in the risk insured.

Double insurance

You must notify **us** immediately of any other insurance policy that covers any of the risks covered under this policy.

If any other insurance policy exists, **we** will only pay over and above the limit payable under that other policy.

Goods and Services Tax

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

- all Sums Insured exclude GST (unless otherwise stated), and
- GST will be added, where applicable, to claim payments.

Governing Law

The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.

Insurance Law Reform Acts

The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Acts 1977 and 1985.

Notices

Notices from **you** to **us** must be delivered personally, posted or emailed to **us**.

Notices from **us** to **you** must be delivered personally, posted or emailed to **your** last known postal address

Joint insurance

If more than one person or entity are listed in the **schedule**, then all the parties are insured jointly.

Take reasonable care

You, and anyone else covered under this policy, must take reasonable care to avoid circumstances that may result in a claim. **Your** claim will not be covered if **you** are reckless or grossly irresponsible.

Parties with financial interests

We may pay all or part of any claim proceeds to the holder of any financial interest over **your contents**. **Our** obligations to **you** under this policy are satisfied to the extent of that payment. **You** authorise **us** to disclose personal information about **you** to any holder of a financial interest.

A party who is recorded as having a financial interest under this policy, is not insured by this policy and does not have rights to claim under the policy.