



## Tenants Contents Insurance

# Policy Wording

### Contract of Insurance and Insurance Agreement

This Policy forms part of Your contract of insurance. Your contract of insurance consists of:

1. This Policy document; and
2. The Schedule which details the cover applying to You and which may be updated from time to time. The Schedule will include any changes to the standard cover described in this Policy; and
3. Your proposal or application form including any written or oral statements or documents made or supplied by You; and
4. Any endorsements added either by way of Schedule or otherwise.

Under this contract of insurance You, as the Insured party, agree to pay the premium(s) stated in the Schedule and Western Pacific Insurance Limited (WPIL) agrees to provide the insurance cover set out in this Policy and according to this contract of insurance.

Some terms used in this Policy have specific meanings. Where words begin with an upper case letter the meaning of those words or terms are set out in the definitions section of this Policy document.

Defined words include any plurals or other derivatives of those words or terms as the context requires.

Headings are used for reference only and are not part of the Policy for interpretation purposes.

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## Section A. Accidental Damage to your Contents

WPIL will cover you for Accidental and sudden damage to the contents at the house.

1. WPIL will pay:
  - a. The repair cost, where the item is damaged and capable of being economically repaired; or
  - b. To replace the item as nearly as possible equal to its condition when new, where the item is lost, destroyed or cannot be economically repaired after deducting the relevant excess as shown in your certificate.

The maximum WPIL will pay for any one claim for damage to the contents is shown in your schedule.

### Exclusions

You are not covered for:

1. Wear and tear, depreciation, corrosion, rust, rot, mildew or gradual deterioration.
2. The cost of rectifying any fault, defect, error or omission in:
  - a. Design; or
  - b. Manufacture; or
  - c. Assembly.
3. The breakdown, failure or wearing out of any part of any mechanical or electrical equipment unless burning out occurs.
4. Any carpet or floor covering, which is not in the room(s) where the damage happened.
5. Damage, which is covered by the Earthquake Commission Act 1993 or which would have been covered but for:
  - a. The deduction of the excess; or
  - b. The Earthquake Commission exercising its power to decline a claim for that damage.

## Section B. Your Legal Liability

1. WPIL will cover you, if you are legally liable as the tenant of the house for:
  - a. Accidental damage to property; or
  - b. Accidental bodily injury; or
  - c. Costs under section 43 or 46 of the Forest and Rural Fires Act 1977.

WPIL will pay damages or costs awarded against you by a New Zealand Court and defence costs up to \$5,000,000 for any one claim.

### Exclusions

You are not covered for:

1. Liability arising from any business, trade or profession.
2. Liability arising out of an agreement (except where you would have been liable without that agreement).
3. Liability arising from the ownership or use of any motor vehicle, watercraft, aircraft or other aerial device.
4. Liability arising from the non-compliance with your obligations under the Forest and Rural Fires Act 1977.



## General Exclusions

### WPIL will not cover you for:

1. Damage to any property by order of any territorial authority or expenses arising from that damage.
2. Anything arising from:
  - a. Nuclear weapons, ionizing, radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion or nuclear fuel; or
  - b. War, invasion, act of foreign enemy, warlike operations (whether war be declared or not), military or usurped power, civil war, rebellion, revolution or insurrection.
3. Any damage arising or occurring other than at or arising out of the occupation of the premises specified in the certificate.
4. Any damage occasioned by or arising from your willful or wrongful act or with your connivance.
5. Any act of terrorism. Notwithstanding any provision to the contrary, this insurance excludes loss, damage, death, injury, illness, liability, cost or expense or whatever nature directly or indirectly caused by, resulting from or in connection with:
  - a. 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.
  - b. Any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

**“An act of terrorism”** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which 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 section of the public, in fear.

## General Conditions

### Care of your property

1. You must take reasonable care to maintain, protect, and prevent damage to your property.
2. You must tell WPIL if there will be no one living at the house for a period of more than 60 days at a time.

### Other Insurances

If you can claim under this policy and another policy, then WPIL will only be liable to pay its rate-able proportion of the claim.

### Increased Risk

You must tell your broker or WPIL if there are any changes that may increase the chance of a claim under this policy. Additional exclusions, conditions or premium may apply.

### Cancellation

To cancel this policy or any cover you must tell your broker or WPIL.

To cancel this policy or any cover, WPIL must tell you by giving written notice of cancellation to you or your broker. Cancellation will take place at 4pm 30 days later.

WPIL will refund any premium that is due to you for the unused portion of your period of insurance.

### Other Interested Parties

If WPIL is advised of any party having a financial interest in your property, WPIL may pay part of all of any claim to that party.



### New Zealand Jurisdiction

The laws of New Zealand shall apply to this policy and the Courts of New Zealand will have exclusive jurisdiction in respect of any litigation arising out of this policy. Any damages awarded or costs or expenses of litigation outside New Zealand are not covered.

### Legislative Amendments

Reference to any legislation shall include any amendment or any statutory provision passed in substitution.

## Claims

If you can claim under more than one section of the 'Tenant's Insurance' with WPIL as a result of one event, WPIL will only deduct the highest excess that applies.

1. Unless WPIL has agreed, you must not:
  - a. Incur any expenses in connection with any claim; or
  - b. Negotiate, pay, settle, admit, or deny any claim.
2. WPIL shall have the right to:
  - a. Restore, replace or pay for any property; or
  - b. Take over any property or deal with salvage in a reasonable way; or
  - c. Refuse to pay the claim if:
    - i. It is false; or
    - ii. If you or anyone acting on your behalf knowingly gives any false information.
3. Take action in your name:
  - a. In conduct of any proceedings or in the settlement of any claim; or
  - b. To make a recovery from any other person.
4. If anything happens which gives rise to a claim, you must:
  - a. Do as much as you can to take care of and to prevent further damage to your property.
  - b. Tell your broker or WPIL as soon as possible and supply information about the claim.
  - c. Tell the police immediately if you think your property has been lost or damaged by burglary, theft, vandalism, or malicious acts.
  - d. Send your broker or WPIL any letter or other document you receive from anyone else immediately when you receive it.
  - e. Give your broker any information or assistance that is asked for.
  - f. Not abandon any property.

## Policy Definitions

The words defined below are used throughout this policy. Any other definitions are shown in the section to which they apply.

**"Application"** means the application you made for insurance, or for renewal of insurance, including all information given to WPIL as part of or support of your application, whether by telephone, on paper or electronically.

**"Bodily injury"** means injury caused solely and directly by violent, accidental, external and visible means.

**"Damage"** means loss of or physical damage and includes malicious damage, vandalism or theft.

**"Contents"** means your household goods in the house.

**"Situation"** means the location(s) described in your certificate.



**“You and/or Yours”** means the person(s) named on the Policy Schedule.

**“WPIL”** means Western Pacific Insurance Limited.

**“We, Us and/or Our”** means Western Pacific Insurance Limited (WPIL).