



Residential 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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Policy Definitions

Whenever these words are used this is what they mean:

- “Accidental”** means a sudden and unexpected event, which is not intended. By sudden We mean manifesting within a 24 hour period.
- “Certificate of Insurance”** means the Insurance Certificate issued to You, and/or Your broker, and the last endorsement certificate or renewal certificate issued to You under this policy.
- “Contents”** means items which are used primarily for domestic purposes and belong to You, or for which You are legally responsible, consisting of:
- furniture, curtains, drapes, internal blinds, household goods and furnishings;
 - loose floor coverings and carpets that are fitted using tack’s;
 - clothing and personal effects;
 - swimming pools, saunas and spas, together with their fixed accessories, which are designed to be dismantled and moved;
 - bicycles, domestic ride-on mowers, mechanised or motorised golf buggies, Mobility Scooters or wheelchairs which are not registered or required to be registered, but not motor vehicles, motorcycles, caravans, trailers, aircraft or any aerial spatial device other than models, or their spare parts and accessories;
 - watercraft (including jet skis and windsurfers) and outboard motors and spare parts and accessories if the total value of attaching items is less than \$3,000;
 - sporting equipment;
 - garden equipment and tools;
 - home appliances which are not permanently connected to water, stormwater, sewerage, communications, electricity, or gas services;
 - computers, including laptops, and associated hardware and software;
 - mobile phones, music media, cameras and photographic equipment;
 - musical instruments, models and toys;
 - indoor plants, but not domestic pets, animals, birds, fish, livestock, reptiles or spiders;
 - property used for business trade or professional purposes less than \$25,000 in value;
 - motor or trail bikes with an engine capacity of up to 100cc which are not registered and are at the address stated in the Certificate of Insurance, to a maximum of \$1,000, unless specified. This cover is provided for Section 1 of the policy only.
- “Excess”** means the amount You must pay towards the claim as set out in this policy or the Certificate of Insurance.
- “House”** means the building or buildings primarily used as a place of residence, and domestic outbuildings, at the address stated in the Certificate of Insurance.
- “Indemnity Value”** means the current market value of any item, allowing for its age and condition, immediately prior to the loss or damage.
- “Injury”** means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.
- “Mobility Scooter”** means a three or four wheeled vehicle typically used by people with walking difficulties or disability, as a form of motorised wheelchair.
- “Tenant”** includes sub-tenant. The person renting your home from You under a tenancy agreement, including the persons partner and/or family
- “We”, “Our” or “Us”** means Western Pacific Insurance Limited.
- “You” or “Your”** means the person or persons or corporate body named in the Certificate of Insurance as the Insured, and if a natural person, Your spouse or de-facto partner as defined in the Property (Relationships) Act 1976, and a child or children of Your relationship living with You at the address.



Section 1 : Contents Cover

Contents Cover

We will cover Your Contents against Accidental physical loss or damage unless the loss or damage is excluded by this policy.

Basis for Settlement of Claims

We have the option whether to make payment, repair, rebuild or replace Your Contents.

Unless specified in the Certificate of Insurance We will not pay more than:

- a. \$3,000 for any single; item of jewellery, watch, bullion or unset precious stones, and
- b. \$3,000 for any single: camera (film, video or digital), or camera accessory, certificates or documents, and
- c. \$3,000 in total for all parts or accessories of any:
 - (i) watercraft, or
 - (ii) motor vehicle, motor cycle, motor scooter, trailer or caravan, or
 - (iii) aircraft or other aerial device
that are not in it or attached to it, and
- d. \$1,000 in total for: money, vouchers that can be redeemed for cash or stamps not being part of a collection,
Unless the item is shown as a specified item

We will pay:

- a. the repair or replacement costs of furniture, furnishings and home appliances.
- b. the repair or replacement costs of computer equipment (including laptops), computer hardware and portable communication equipment (including cellular/mobile phones) up to 5 years old;
- c. the Indemnity Value of Your other Contents.

We will not pay:

- a. more than the Indemnity Value at the time of loss or damage until the cost of replacement is actually incurred;
- b. for wall coverings, carpets or floor coverings, curtains, drapes or internal blinds not located in the room where the loss or damage occurs.
- c. more than \$15,000 for any claim for multiple items of jewellery that have not been specified

We are not bound to repair or replace Your Contents exactly as they were beyond what is reasonable, practicable or comparable with the original.

If any item covered consists of articles in a pair or set, the pair or set shall be regarded as one item. The most that We will pay is the sum insured stated in the Certificate of Insurance.

Excess

We will deduct from all claims, except as noted below, the amount of Excess shown in the Certificate of Insurance as You are not insured for this amount.

An Excess will not be deducted from claims payable under the following additional benefits:

- ❖ Additional Costs
- ❖ Keys and Locks
- ❖ Fatal Injury
- ❖ Stress Cover

If You have House insurance with Us, and make claims under more than one policy for loss or damage arising from the one insured event, You will only have to pay one Excess. The Excess payable will be the higher of the Excesses applicable under the policies involved.

Additional Cost of Temporary Accommodation

This benefit applies if You live in Your House at the date of the loss or damage. "additional costs" mean those reasonable rental and other related costs which You have to incur at the location of Your temporary accommodation which are in addition to the costs You would have had to incur if You continued to live at Your House.

The amount We will pay will be based on the rentable value of the House.

We will reimburse the additional costs You have to pay for temporary accommodation where:



- a. the House You live in is damaged to such an extent that You cannot live in it, and
- b. You temporarily take accommodation at another address.

We will pay for temporary accommodation for:

- a. the period which We agree is reasonably necessary, or
- b. up to a maximum of 12 months, whichever period is the lesser.

Where We have agreed to pay a claim for temporary accommodation, We will also pay up to:

- a. \$1,000 for the cost of temporary accommodation of Your pets in a commercial boarding establishment.
- b. \$2,500 to move Your Contents to the temporary accommodation and return them to the House.
- c. \$10,000 in total to move Your Contents to a secure storage facility, the associated storage costs while You live in the temporary accommodation and the cost to move Your Contents back to Your House.

The maximum amount We will pay under this benefit is \$25,000, irrespective of the number of policies You have with Us that cover the same loss or damage. Any payment We make under this benefit will be in addition to any amount We pay on Your Contents.

We will not pay the additional cost of temporary accommodation under this section if You are the landlord of the House.

Change of Situation

When you permanently move to a new address during the period of cover, we will automatically provide cover at your new address, provided you contact us within 30 days and tell us of the change.

Children living away from Home

This Contents Policy is extended to cover your children's contents when they are attending an institute of learning and living away from home during the period of cover.

You are not insured for loss arising from the contents being:

- a. stolen, unless the theft follows forceful and violent entry to any building, or
- b. lost or misplaced.

The most we will pay is \$1,000 for any one item of contents and \$5,000 in total for any event.

Compulsory Evacuation

We will pay the reasonable costs of alternative accommodation if a local authority or the Police advises against you living in your home, or you are prevented from accessing your home, following an emergency during the period of cover.

We will pay these costs for a maximum of 30 days for any event.

This is in addition to the 'Maximum Payment' under 'What We Will Pay' above.

Limitation on Rented Houses

If You have moved out of Your House because it is leased, or about to be leased:

- a. unless otherwise agreed to by Us in writing, We will only cover Your Contents against Accidental physical loss or damage directly caused by any of the following, unless the loss or damage is excluded by the policy:

- i. **Fire, explosion, or lightning.**
- ii. **Storm or flood** but not if the loss or damage is caused by subsidence, landslip or erosion.
- iii. **Riot, civil commotion, strikes, or labour disturbance.**
- iv. **Deliberate damage** but not if caused by a deliberate, intentional, criminal or malicious act by:
 - ❖ You or Your Tenants;
 - ❖ a guest of You or Your Tenants; or
 - ❖ any person who is acting with Your expressed or implied consent.

However, We will cover loss or damage caused by, or arising from, any deliberate, intentional, criminal or malicious act, which results in fire or explosion, committed by Your Tenants or guests of You or Your Tenants.

- v. **Aircraft** or any other aerial or spatial devices, or articles which drop from them.
- vi. **Water** which leaks, overflows or is discharged from any domestic water system installed in or on Your House or on any domestic land which goes with it.
- vii. **Oil** which leaks, overflows or is discharged from any fixed oil-fired heating installation in or on Your House or on any domestic land which goes with it.



- viii. **Burglary, theft or home invasion** but not by persons normally living at, or lawfully visiting, Your House.
- ix. **Impact** by vehicles, animals, masts, or aerials or their fittings.
- x. **Opossums** which enter Your House.
- xi. **Falling trees and branches** but not when caused by You or on Your behalf or when directly caused by a lack of tree maintenance.

We will pay up to a maximum of \$2,000 for the removal of those other parts of the fallen trees or branches that have not fallen, including the removal of tree stumps from the ground. We will pay these costs if We agree it is necessary to remove the tree or stump.

You must tell Us if You stop living in Your house if you intend to rent or lease it.

Temporary Removal

We will cover Your Contents for loss or damage by an event covered by this policy, not specifically excluded, when they are temporarily removed from Your House to another location within New Zealand, for a maximum period of 90 days and subject to the limits detailed below.

We will not pay more than the maximum amounts shown under the heading 'Basis for Settlement of Claims' on pages 2 to 3 for any one item, pair, set or collection, nor will we pay more than \$10,000 for loss or damage to Your Contents while temporarily removed from Your House for the purpose of exhibition.

We will not cover Your Contents:

- a. for loss or damage caused by an event other than fire if they are temporarily removed from Your House for the purpose of exhibition;
- b. while in the course of removal or transit to another permanent address;
- c. while placed in furniture storage facilities unless You have Our prior agreement in writing;
- d. permanently moved to another location; or
- e. outside of New Zealand
- f. if the occupancy of the dwelling changes unless you have our prior agreement in writing.

Houses not Lived in for More than 60 Consecutive Days

If Your House has not or will not be lived in for any period of 60 consecutive days or more, We will not pay for loss or damage caused by:

- a. accidental breakage;
- b. explosion;
- c. fire or smoke;
- d. malicious acts;
- e. burglary, theft or home invasion;
- f. water or other liquid damage;

unless You have Our prior agreement in writing. If you do, we may amend the terms of this cover with immediate effect.

Credit and Debit Cards Cover

If Your credit or debit card is lost or stolen and used fraudulently by any person not related to You or not normally living at Your House, We will pay up to \$1,000 provided Your loss cannot be recovered from any other source.

Mobile Phone Misuse

If Your mobile phone is lost or stolen, We will pay the amount attributed to its unauthorised use occurring during the 24 hours immediately following its loss or theft as billed by the network service provider.

We will pay up to \$1,000. We will not cover You if the phone was stolen by a person living at Your House.

Wedding, Christmas and Birthday Gifts

If You have wedding, Christmas or birthday gifts temporarily stored in Your House for other people, We will cover them in the same way as Your Contents under Section 1, provided they are not covered by any other insurance.

Visitors' Effects

If You have visitors visiting or temporarily staying in Your House, We will cover their personal effects, other than money or negotiable instruments, up to a maximum of \$2,000 for any one event, the same way as Your Contents, under Section 1, provided they are not covered by any other insurance.

Overseas Travel

This Contents Policy is extended to cover your jewellery and watches while you are travelling anywhere in the world during the period of cover.

We will also cover your clothing, personal effects, suitcases and bags while you are in transit to and from, and travelling in, Australia or the Pacific Islands during the period of cover.

Cover under this benefit is limited to \$10,000 for any one loss.



Prescription Spectacles, Contact Lenses, Hearing Aids and Dentures

If You suffer Accidental loss or damage to Your spectacles, contact lenses, hearing aids or dentures, We will pay for their equivalent repair or replacement without deduction for wear and tear or depreciation, but excluding the cost of any examination.

Keys and Locks

Where Your keys and/or remote door openers and/or lock or safe combinations have been stolen or illegally duplicated, We will pay up to \$3,000 in total for any one event to replace them or alter them if this is reasonably necessary to secure the House.

Fatal Injury

If You die as a result of Injury caused solely and directly from fire at Your House or by persons unlawfully entering Your House, We will pay \$10,000 to Your legal representative provided death occurs within 90 days of the event.

We will not pay more than \$10,000 during any one period of insurance.

Home Office

We will cover office furniture and equipment owned by You and used in connection with a business carried on by you in the Home. These items are insured while at the Home only.

The most we will pay for any one event is \$25,000

Refrigerated/Frozen Foods Cover

If Your refrigeration equipment Accidentally stops, or as a result of some other Accidental cause not otherwise excluded by this policy and Your refrigerated or frozen food deteriorates to the point where it is not fit to eat, We will pay for the purchase of replacement food.

Hidden Gradual Damage

If Your Contents suffers loss or damage caused directly by micro-organisms, fungi, mildew, mould, rot or gradual deterioration as a result of an internal water or waste disposal pipe leaking, which is unknown to You, We will pay up to a maximum of \$5,000 to repair the loss or damage that has occurred during the time that You have owned Your Contents. We will not pay for the costs to remedy the cause of the leak.

Pairs and Sets

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

- a. the cost to replace the damaged part, or
- b. the difference between:
 - (i) the cost to replace the complete pair or set, and
 - (ii) 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 will pay you the cost to replace the entire pair or set.

Stress Cover

If Your Contents are totally destroyed, We will pay You \$2,000 for the inconvenience and stress suffered, in addition to the value of the claim otherwise payable. We will only pay this benefit once during any one period of insurance regardless of the number of insurance policies held with Us.

Natural Disaster

If Your Contents are damaged by:

- a. earthquake;
- b. natural landslide;
- c. volcanic eruption;
- d. hydrothermal activity;
- e. tsunami; or
- f. fire resulting from any of these events;

We will pay the difference between the cost of repairing or replacing Your Contents and the amount You receive from the Earthquake Commission, up to the sum insured stated in the Certificate of Insurance, provided that the Earthquake Commission has accepted liability under the Earthquake Commission Act 1993. We will not pay for any Excess imposed on You by the Earthquake Commission Act 1993.



Security Alarms

If You have declared that You have installed a security alarm system in Your House, but at the time of the loss or damage caused by burglary, theft or home invasion:

- a. You are not in Your House; and
- b. the security alarm protecting the affected area does not activate;

You must pay an additional \$250 as well as the Excess shown in the Certificate of Insurance.

If Your security alarm is professionally monitored and activated at the time of the loss or damage caused by burglary, theft or home invasion, then You will not pay any Excess on Your claim.

Fusion

If electric current damages a household electrical motor (including sealed or semi-sealed refrigeration units) during the period of insurance, We will, at Our option, either pay the reasonable cost to rewind the motor or replace the motor.

We will pay the cost of repair or replacement of any household electrical motor up to 10 years old from the date of manufacture. If the motor is more than 10 years old, and less than 20 years old, Your contribution towards the amount payable under this benefit will be:

- a. an amount equal to 20% of the total cost of claimable repairs for each additional year of age of the motor, limited to a maximum of 80%; or
- b. the Excess;

whichever is the greater.

We will not pay for:

- a. any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, protection devices or electrical contacts at which sparking or arcing occurs in ordinary working;
- b. the cost of removing or reinstalling:
 - i. underground or submersible pump motors above 1.86 kW (2.5Hp); or
 - ii. multi-stage and bore hole pumps;
- c. the cost of repair or replacement of rectifiers and transformers;
- d. the re-gassing of the refrigeration unit;
- e. any loss or damage caused by an interruption in the electricity supply which has been advertised by the electricity supplier;
- f. motors under any warranty or manufacturer's guarantee; or
- g. motors more than 20 years old.

Section 2 : Personal Liability

Personal Liability Cover

We will cover Your legal liability for payment of compensation in respect of:

- a. physical loss or damage to property; and/or
- b. Injury; occurring during the period of insurance which is caused by an accident or series of accidents attributable to one source or originating cause.

We will also pay reasonable legal costs and expenses You incur with Our consent for which You are legally liable, plus the cost of any lawyers We appoint.

This cover only applies in response to an accident occurring anywhere in New Zealand.

Basis of Settlement of Claims

During any one period of insurance, We will pay up to a maximum of:

- a. \$5,000,000 for liability for loss or damage to property;
- b. \$1,000,000 for liability for Injury to any person.

These limits will be reduced by any amount paid under any other building or contents policy You have with Us providing this type of cover for the same liability, loss, occurrence or incident.



Rural Fires

We will cover Your legal liability for payment of compensation under section 43 of the Forest and Rural Fires Act 1977 in respect of:

- a. physical loss or damage to property; and
- b. costs of fire control measures recoverable from You; occurring during the period of insurance which arises out of Your ownership of Your House.

We will not cover Your liability for fires You deliberately light, or cause to be lit, if:

- a. the fire was lit recklessly or in breach of any regulation, by-law or notice issued by a fire authority or local authority; or
- b. You recklessly fail to suppress, extinguish or control the fire; or
- c. You fail to comply with the terms of any fire permit issued.

The most We will pay under this cover will be \$1,000,000 for any one claim or series of claims arising from any one event during the period of insurance. If You have House, or Contents with Us which contain this cover, You are only entitled to claim indemnity for it under one policy.

Each and every claim under this cover will be subject to an Excess of \$1,000.

This cover is payable whether or not there is any loss or damage to Your property.

Tenant's Liability Cover

If You are a Tenant under a residential tenancy agreement, We will cover Your legal liability to the landlord for loss or damage to their House and for the landlord's fixtures and fittings, occurring during the period of insurance which is caused by an accident, or series of accidents, attributable to one source or originating cause.

We will also pay legal costs and expenses You incur with Our consent for which You are legally liable, plus the costs of any lawyers We appoint.

We will pay up to a maximum of \$1,000,000 during any one period of insurance. This limit will be reduced by any amount paid under any other building or contents policy You have with Us providing this type of cover for the same liability, loss, occurrence or incident.

Liability Exclusions

1. This policy does not cover You if the liability arises out of, or is in connection with:

- a. any business, trade or profession from which You obtain financial return whether for profit or not;
- b. the ownership, use or possession of any mechanically propelled vehicle (except garden implements or ride-on mowers for home use only, mechanised or motorised golf buggies or wheelchairs which are not registered and which are not required to be registered), trailer, caravan, watercraft, aircraft or other aerial or spatial device, other than models;
- c. the ownership of land or buildings;
- d. the ownership or operation of any lift;
- e. damage to any land or fixed property resulting from vibration, or the removal or weakening of, or interference with, the support of land, buildings or other structures.

2. This policy does not cover You for liability:

- a. for loss or damage to property belonging to You or under Your care or control, except that property in which You live as a residential tenant;
- b. assumed by You under any contract or agreement, whether oral or written, except to the extent that such liability would have been imposed or implied by law, including any limitation or exclusion of Your rights of recovery from another person, unless Your liability arises pursuant to a residential tenancy agreement only;
- c. to pay fines and/or other penalties or reparation orders or any punitive, exemplary or aggravated damages awarded against You;
- d. for personal injury as defined in the Injury Prevention, Rehabilitation and Compensation Act 2001.

3. We will not cover Your legal liability for claims arising directly or indirectly out of, or in any way connected with:

- a. the existence, at any time, of asbestos; or
- b. the existence of micro-organisms, fungi, mildew, mould, toxic mould or spores; or
- c. the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any web site.

4. We will not cover You for the cost of defending any action or legal proceedings brought in any court outside New Zealand or for any damages or costs awarded.

General Exclusions

1. This policy does not cover loss, damage, Injury or liability caused by or arising from:
 - a. wear and tear;
 - b. micro-organisms, fungi, mildew, mould, rot, corrosion, rust, gradual deterioration, or action of light, except cover as provided under 'Hidden Gradual Damage' in Section 1;
 - c. insects, birds, or vermin other than opossums;
 - d. any process of cleaning, repairing or restoring;
 - e. mechanical, electrical or electronic breakdown except cover as provided under 'Fusion' in Section 1;
 - f. lifting or shifting Your House or alterations or repairs involving the removal of structural support or any part of the roof unless agreed to in writing by Us;
 - g. war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - h. nuclear weapons material or ionising radiation or contamination by radio-activity from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion;
 - i. subsidence, landslip or erosion;
 - j. settling or cracking of land, earth movement or underground water pressure;
 - k. geothermal activity;
 - l. earthquake, natural landslip, volcanic eruption, hydro-thermal activity or tsunami as defined in the Earthquake Commission Act 1993, except cover as provided under 'Natural Disaster' in Section 1;
 - m. hydrostatic pressure;
 - n. confiscation, nationalisation or requisition by the order of Government or Local Authority but We will pay for loss or damage as a result of such an order if it is to prevent fire or other loss or damage covered by this policy;
 - o. an illegal or criminal activity or enterprise by You or any person acting with Your expressed or implied consent;
 - p. a deliberate, intentional, criminal or malicious act by:
 - i. You or Your Tenants,
 - ii. guests of You or Your Tenants, or
 - iii. any person who is acting with Your expressed or implied consent.

However, We will cover loss or damage caused by, or arising from, any deliberate, intentional, criminal or malicious act, which results in fire or explosion, committed by Your Tenants, or guests of You or Your Tenants;

- q. Contents which are acquired illegally or which are illegally held;
 - r. theft from a vehicle unless there is visible evidence of forcible and violent entry to the securely locked vehicle;
 - s. inherent defects, faulty design, structural defects or poor workmanship, whether arising directly or indirectly, other than as specifically provided under 'Hidden Gradual Damage' under Section 1 .
2. This policy does not cover loss or damage caused by or arising from:
 - a. animals or pets owned by Your Tenant, or for which Your Tenant is legally responsible, which are kept at Your House;
 - b. mechanised or motorised golf buggies or Mobility Scooters while in actual use;
 - c. bicycles whilst used in competitive on or off road racing.

3. This policy does not cover loss, damage, liability, Injury, illness or death arising directly or indirectly out of, or in any way connected with:

- a. any act of terrorism; or
- b. any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- a. influence a government or any political division within it for any purpose; and/or
- b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

4. We will not pay for the cost of data recovery for any reason.

General Conditions

Statements

The correctness and truthfulness of all statements made in relation to this policy or any claim is essential before We have any liability under this policy.

Changes in Circumstances

If any relevant circumstances change or may change during the period of cover, You must advise Us. For example, if You stop living in Your House because it is intended to be rented or leased.



Changes to the Policy

We can change the terms of this policy by writing to You at Your last known postal address for this policy shown on Our records. The change will take effect 14 days after the date of that letter.

Cancellation of the Policy

- a. By You – You may cancel this policy by writing to Us. We will refund 80% of the unused premium.
- b. By Us – We may cancel this policy at any time by writing to You at Your postal address for this policy shown on Our records. The letter will contain at least 14 days notice. We will refund Your unused premium.

Holiday Homes

Where Your House is used as a holiday home, this policy does not cover loss or damage that occurs while Your House is unoccupied unless:

- a. Your House is maintained in a tidy condition;
- b. Your House is secured against unauthorised entry when left unattended;
- c. all papers and mail which are delivered to Your House are collected on a regular basis; and
- d. Your House undergoes regular inspections.

Taking Precautions

You must take all reasonable precautions to prevent any loss, damage, liability or Injury covered by this policy.

Other Obligations

We may decline any claim and/or recover any payment made if You do not act as follows. You must:

- a. not cause or facilitate loss or damage or incur liability by any unreasonable, reckless or willful act or omission;
- b. tell Us in writing if Your House is going to be unoccupied for more than 60 consecutive days, or if You have leased or are about to lease Your House;
- c. inform the Police if it appears that there has been arson, burglary, theft, home invasion or malicious damage and co-operate fully with the Police in their investigation and prosecution;
- d. tell Us immediately and return the claim form properly completed within 30 days of becoming aware of any circumstances which may give rise to a claim;
- e. provide Us immediately with full particulars of any claim made against You by another person, all legal documents served on You and allow Us the sole option to negotiate settlement of, or defend the claim, in Your name;
- f. allow Us to take over for Our own benefit and settle any legal right of recovery You may have and You must co-operate fully in any recovery action;
- g. take all steps which We consider reasonable to prevent further loss or damage and see that any repair or rebuild work is carried out promptly;
- h. comply with all Our requests relating to Your claim including providing all co-operation, information and assistance;
- i. not start repair or rebuilding work without Our prior approval;
- j. not discuss any claim made on You by another person with them.

Joint Insureds

If this policy is issued to more than one person or corporate body or a combination, then the policy is a joint policy. This means that if one named insured does, or fails to do, something which breaches the policy or forfeits the right to cover, no cover will be available under the policy for any of the named insureds.

Other Insurance

If any loss or damage 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.

Automatic Reinstatement

The cover provided under Section 1 will not be reduced by any claims paid by Us, provided You pay an appropriate extra premium requested by Us.

Goods and Services Tax

Where any part of this policy specifies any sum insured this amount excludes Goods and Services Tax.

Jurisdiction

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