



Initio Contents Insurance Policy



Welcome to Initio.

Thanks for selecting us.

This is your Initio Contents Insurance policy wording.

Why Initio

We are a specialist New Zealand owned property insurance provider, underwritten by NZI.

Since its inception, in 2011, Initio has remained at the forefront of specialty house and online insurance. We use technology to ensure that our customers find it easy to get insurance and, make claims.

Get in touch

If you have any questions, or you would like more information on this insurance policy, please contact Initio.

email: info@initio.co.nz

phone: 0800 763 929

website: initio.co.nz

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Introduction

About this policy	<p>Your policy consists of:</p> <ol style="list-style-type: none"> 1. this policy wording, and 2. the schedule, and 3. the information you have provided in the application and any subsequent information you provide.
Your duty of disclosure	<p>When you apply for insurance, you have a legal duty of disclosure. This means 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:</p> <ol style="list-style-type: none"> 1. whether to accept or decline your insurance, or 2. the cost or terms of the insurance, including the excess. <p>You also have this duty every time your insurance renews and when you make any changes to it. If you breach this duty, we may treat your policy as being of no effect and to have never existed. Please ask us if you are not sure whether you need to tell us about something.</p>
Changing your mind	<p>If you are not happy with this policy, you are welcome to change your mind, provided you tell us within 15 days of the date this policy started. We will treat your policy as being of no effect and to have never existed and refund in full any premium you have paid. This does not apply if you have made a claim on your policy.</p>
Reading this policy	<p>Some of the words in this policy are in bold. This is because they have a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'Definitions'.</p> <p>To make it easy for you to understand this policy we have included some examples or comments in <i>italics</i>. The words in <i>italics</i> do not affect or limit the meaning of the section they refer to.</p> <p>Please also note that the headings in this policy are designed to help you find your way around. They should not be used when interpreting this policy wording.</p>
Claimant authorisation	<p>If any person, except those named as the insured (in the schedule), makes a claim under this policy, then:</p> <ol style="list-style-type: none"> 1. they authorise the insured to be their agent, and 2. they authorise the insured to negotiate and settle the claim, and 3. we may deal with the insured direct, and 4. our payment to the insured will represent payment to the person claiming. <p><i>This means that anyone who is covered under this policy authorises the main insured to deal with us and settle the claim.</i></p>
Our agreement	<p>We have an agreement with you. You agree to pay us the premium. In exchange, we promise to cover you as set out in this policy wording.</p>

Section one – cover for your contents



What you are covered for:

You are covered for sudden and **accidental loss** to **contents** that occurs during the **period of cover** while they are in New Zealand:

1. at the **home**, or
2. in **your** possession while in transit from the place where **you** acquired them to the **home**, or
3. **temporarily removed** from the **home**.

What you are not covered for:

IMPORTANT: Please also read 'Policy exclusions that apply to all parts of this policy'.

48 Hour restriction

You are not covered for **loss** that occurs during the first 48 hours of this policy, caused by storm, flood or landslide. This only applies when **you** first take the policy out with **us**.

However, this exclusion does not apply where this policy started immediately following another policy that also insured the same property against the risks of a storm, flood and landslide.

Vacant homes

If **you**, or a person authorised by **you**, have not been living at the **home** for a period of more than 60 consecutive days, **we** will only pay for **loss to contents** that is:

1. caused by fire, explosion or lightning, or
2. covered under the 'Natural disaster' automatic additional benefit. This condition applies unless:
 - (a) **you** have notified **us** and **we** have agreed in writing to cover the **contents** while the **home** is unoccupied. **We** may, at this time, change the terms of this policy.
 - (b) **we** have **your home** recorded as a holiday home, and the following criteria are met:
 - (i) the **home** and **contents** are inspected inside and outside by **you** or a nominated person at least every 60 days, and
 - (ii) the **home**, its grounds and the **contents** are adequately maintained, and
 - (iii) mail is cleared regularly, and
 - (iv) the water supply is turned off, and
 - (v) all doors are locked, and all windows secured.

This restriction will end as soon as **you**, or a person authorised by **you**, is living in the **home** again.

Causes of loss not covered

You are not covered for **loss to contents** connected in any way with:

1. structural additions or structural alterations to the **home**, unless **we** have been notified of the additions or alterations beforehand and **we** have agreed in writing to cover this, or
2. water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
 - (a) **you**, or
 - (b) any other person who is acting on **your** authority, or
3. insects, rodents or vermin (other than possums), or
4. **natural disaster**, unless cover is provided under the 'Natural disaster' automatic additional benefit.

However, exclusions 1., 2. and 3. apply only to **contents** first affected. They do not apply to resultant sudden and **accidental loss** to other **contents**.

Types of loss not covered	<p>You are not covered for:</p> <ol style="list-style-type: none"> 1. repairing or replacing undamaged parts of a complete pair or set, or 2. loss to fuses, protective devices or lighting or heating elements caused by electricity, or 3. loss, cost or expense arising from any fault, defect, error or omission in: <ol style="list-style-type: none"> (a) design, plan or specification, or (b) workmanship, construction or materials. <p>However, this exclusion 3. applies only to contents first affected. It does not apply to resultant sudden and accidental loss to other contents, or</p> 4. the breakdown, failure or wearing out of any mechanical or electrical equipment, or any part thereof, unless burning out occurs as a result of an accidental and external force.
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Gradual damage not covered	<p>You are not covered for:</p> <ol style="list-style-type: none"> 1. wear and tear, depreciation, corrosion or rust, or 2. rot or mildew, or 3. gradual deterioration, except for loss covered by the 'Hidden gradual damage' automatic additional benefit.
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Intentional acts not covered	<p>You are not covered for loss that is intentionally caused by:</p> <ol style="list-style-type: none"> 1. a tenant, or 2. any guest of a tenant, or 3. any person who occupies the home, <p>except where the loss is a result of fire or explosion, provided the fire or explosion was not intentionally caused by a person shown as the Insured in the schedule or their partner.</p>
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What we will pay:

Contents covered for repair or replacement	<p>For any replacement cover item, we will at our option pay:</p> <ol style="list-style-type: none"> 1. the cost to repair the item, where in our opinion it is economical to do so, or 2. the cost to replace the item as nearly as possible equal to its condition when new, where the item cannot be repaired.
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Contents covered for sustainability upgrade	<p>For any whiteware appliance, we will at our option pay:</p> <ol style="list-style-type: none"> 1. the cost to repair the appliance, where in our opinion it is economical to do so, or 2. the cost to replace the appliance as nearly as possible equal to its condition when new, where the appliance cannot be repaired. <p>If a comparable model appliance that has more energy-efficient features is available, we will pay for that model.</p>
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All other contents	<p>For any other item of contents, we will at our option pay:</p> <ol style="list-style-type: none"> 1. the cost to repair the item as nearly as possible to the same condition it was in immediately before the loss occurred, or 2. its present value.
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Maximum payment for specific types of contents	<p>Unless the item is shown as a specified item, the most we will pay for any event, for any of the following is:</p> <ol style="list-style-type: none"> 1. \$3,000 for any single: pair of earrings, item of jewellery, watch, collection, camera, or camera accessory, and 2. \$2,000 for any: surfboard, windsurfer, paddleboard, kite surfer, surf ski, dinghy, kayak or canoe (including their parts and accessories that are in them or attached to them), and 3. \$3,000 for any remotely piloted aircraft (including its parts and accessories that are in it or attached to it), and 4. \$2,000 for any bicycle, and 5. \$1,000 in total for: money, bullion, unset precious stones, credit and debit cards, and stamps not being part of a collection, and 6. \$2,500 in total for all parts and accessories of any: <ol style="list-style-type: none"> (a) watercraft, or (b) motor vehicle, trailer or caravan, or (c) aircraft or other aerial device, <p>that are not in them or attached to them.</p>
Maximum payment – for multiple items of unspecified jewellery and watches	<p>Unless a different maximum payment amount is shown in the schedule, the most we will pay for any event for multiple items of jewellery and watches that are not specified items is \$15,000.</p> <p><i>For example, if you lose 10 pieces of jewellery, each with a value of \$2,000, the most we will pay is \$15,000 unless we have previously agreed to increase the limit to \$20,000.</i></p>
Maximum payment – specified items	<p>The most we will pay for any event for a specified item is its specified sum insured.</p>
Maximum payment	<p>Except as otherwise stated in this policy, the most we will pay under 'Section one – cover for your contents' for any event is the Sum Insured as shown in the schedule.</p>

Section one – automatic additional benefits

Alternative accommodation



This policy is extended to cover the reasonable additional costs:

1. of temporary alternative accommodation (of a similar standard to the **home**) for **you** and **your** domestic pets, and
2. to move **your contents** to the alternative accommodation and return them to the **home**, and
3. to move **your contents** to a secure storage facility, for storage while **you** are in alternative accommodation, and to return them to the **home**,

if the **home** is **your** principal residence and cannot be lived in due to a **loss** to the **home** or to **your contents** at the same **home** that occurs during the same **period of cover** where the **loss**:

- (a) is covered by:
 - (i) this policy, or
 - (ii) any home policy, or
 - (iii) the **EQC Act** but would have been covered by (i) or (ii) above, or
- (b) is to the **home** in which **you** are the tenant and that would have been covered under a home policy if **we** had insured that property, or would have been but is covered by the **EQC Act** instead.

If **you** occupy the **home** as a tenant, cover under this automatic additional benefit ends on the date that:

1. **your** tenancy agreement ends, or
2. **you** move to another rental property,

whichever occurs first.

The most **we** will pay is \$20,000 for any **event**.

We will pay these costs for a maximum of 12 months for any **event**.

This benefit is in addition to any payment under 'What we will pay' of 'Section one – cover for your contents'.

If **you** have alternative accommodation cover under any other policy with **us**, then the most **we** will pay under all policies for any **event** is the highest applicable limit.

Children living away from home



This policy is extended to cover sudden and **accidental loss** that occurs during the **period of cover** to the **contents** of any **family** member who is a student attending a school, polytechnic or university and living away from **home** during the **period of cover**.

However, if they are not living in a hostel or other accommodation run by or for that school, polytechnic or university:

1. **you** are not covered for **loss** arising from **contents** being:
 - (a) stolen, unless the theft follows forceful and violent entry to any building, or
 - (b) lost or misplaced.
2. the most **we** will pay for any **event** is:
 - (a) \$500 for any one item of **contents**, and
 - (b) \$5,000 in total.

Contents in storage



This policy is extended to cover sudden and **accidental loss** to **contents** while they are stored in a building, provided the **loss** occurred during the **period of cover** and:

1. they are in storage in a safe deposit box at a bank or commercial vault anywhere in New Zealand, or
2. **you** have notified **us** of the storage arrangement and **we** have approved it, provided the **loss** was caused by:
 - (a) fire, lightning or explosion, or
 - (b) theft following violent and forceful entry to the storage building, or
 - (c) storm or flood (but not if the water originates from inside the building), or
 - (d) water that leaks, overflows, or is discharged from a water system installed at the storage building, or
 - (e) **natural disaster**, or
 - (f) aircraft or other aerial or spatial device, or articles dropped from them, or
 - (g) impact by **motor vehicle**.

Contents in transit



This policy is extended to cover sudden and **accidental loss** to **contents** while in transit from the **home** to any permanent residence in New Zealand, provided:

1. the **loss** is caused by any of the following:
 - (a) fire, lightning or explosion, or
 - (b) theft following violent and forceful entry to a **motor vehicle** or building, or
 - (c) storm or flood, or
 - (d) **natural disaster**, or
 - (e) aircraft or other aerial or spatial device, or articles dropped from them, or
 - (f) impact by **motor vehicle**, and
2. the **loss** occurs during the **period of cover**.

Credit cards



We will pay the irrecoverable amount **you** have lost, if **your** credit cards or debit cards are lost or stolen and used fraudulently during the **period of cover** by any person who is:

1. not related to **you**, and
2. not living at the **home**, and
3. not a person whose **contents** are covered by this policy,

provided **you** have complied with the terms and conditions of **your** credit card or debit card.

The most **we** will pay during an **annual period** is \$500.

This is in addition to any payment under 'What **we** will pay' of 'Section one – cover for your contents'.

Electronic data and programs



This policy is extended to cover sudden and **accidental loss** that occurs during the **period of cover** to **contents** consisting of:

1. licensed computer software (including gaming software) and programs, or
2. digital data (including audio and video files),

in any format, provided:

- (a) **you** legally owned the software, programs or digital data, and
- (b) it was on **your** own storage device which suffered **loss** covered by this policy, and
- (c) it was at the **home**, or **temporarily removed** from the **home** for use anywhere else in New Zealand.

We will not pay for any of the following:

- (i) the cost of re-installing, re-setting or recreating the software, program or digital data, or
- (ii) **loss** caused directly or indirectly, or in connection with a **computer virus**.

We will only pay the **present value** of the **loss**.

Fatal injury



Following **your** death caused by fire, burglars or thieves, during the **period of cover**, occurring at the **home**, we will pay \$10,000 to **your** legal representative.

The 'Other insurance' 'Policy condition' does not apply to this automatic additional benefit.

The most we will pay is \$10,000 for any **event**.

This is in addition to any payment under 'What we will pay' of 'Section one – cover for your contents'.

The **excess** does not apply to this automatic additional benefit.

Frozen food



This policy is extended to cover sudden and **accidental loss** to **contents** that occurs during the **period of cover** caused by a refrigerator or freezer suddenly stopping, breaking down or the power supply being **accidentally** disconnected (including by an electricity supply company).

We will pay the reasonable cost to:

1. replace the perished items in **your** refrigerator or freezer (other than items kept by **you** in connection with any business), and
2. repair **loss to contents** caused by the perished items.

We will not pay for **loss to contents** caused by the power supply being disconnected because of any failure to pay a power bill.

Hidden gradual damage



This policy is extended to cover:

1. **hidden gradual damage** to **contents** that occurs and that **you** discover during the **period of cover**, and
2. any other **contents** that are not directly affected but must be damaged or destroyed to locate the cause of the **hidden gradual damage**, provided **we** have first given **our** permission.

The most we will pay during an **annual period** is \$2,000.

Home office



This policy is extended to cover sudden and **accidental loss** to **your** office furniture and office equipment used for earning income that occurs during the **period of cover**.

The most we will pay for any **event** is:

1. \$10,000 when the **loss** occurs at the **home**, or
2. \$1,500 when the **loss** occurs when **temporarily removed** from the **home**.

Keys and locks



If any key (including electronic keys or swipe cards or any equivalent device) or combination that gives access to:

1. the **home**, or
2. any safe or strongroom in the **home**,

is lost, damaged, stolen or believed on reasonable grounds to have been duplicated without **your** permission, during the **period of cover**, **we** will pay the cost of:

- (a) replacing any key to the **home** and altering or replacing the locks that the key was for, or
- (b) opening any safe or strongroom.

The most we will pay during an **annual period** is \$1,000.

The **excess** does not apply to this automatic additional benefit.

If **you** have keys and locks cover under any other policy with **us**, then the most we will pay under all policies during an **annual period** is \$1,000.

Natural disaster



This policy is extended to cover sudden and **accidental loss** to **contents** that occurs during the **period of cover** caused by **natural disaster**.

However, if that **loss** is covered under the **EQC Act**, or would have been but for:

1. the **application** of an **excess** under the **EQC Act**, or
2. a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**, or
3. a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever, or
4. any act or omission on **your** part, the part of **your** agent, or the part of the Earthquake Commission,

and the cost to repair or replace **your contents** that suffered the **loss** exceeds **your** maximum entitlement available (or that would have been available but for the reasons in 1. to 4. above), for that **loss** under the **EQC Act** (plus the excess under that Act), **we** will pay the difference between that maximum entitlement (plus that excess) and the cost to repair or replace **your contents** that suffered the **loss**.

The most **we** will pay under this automatic additional benefit for any **event** is the difference between that maximum entitlement (plus the excess) under the **EQC Act** and the Sum Insured shown in the **schedule**.

Overseas travel



This policy is extended to cover sudden and **accidental loss** to **your** clothing, personal effects, suitcases, bags and jewellery, while **you** are in transit to and from, and travelling in, Australia or the South Pacific Islands during the **period of cover**, provided **your** entire trip does not exceed 3 weeks in total.

The most **we** will pay for any one trip is \$5,000.

Stress payment



Whenever **we** settle a claim for **contents** as a total **loss**, **we** will also pay **you** \$2,000 for the stress caused by the **loss**.

We will only pay this benefit once. If **you** have stress payment cover with **us** under any other policy, then the most **we** will pay for any **event** under all policies is \$2,000.

This is in addition to any payment under 'What we will pay' of 'Section one – cover for your contents'.

Section two – your legal liability



What you are covered for:

Legal liability	<p>You are covered for your legal liability (but not as a property owner) for:</p> <ol style="list-style-type: none"> 1. accidental loss to anyone else's property, or 2. bodily injury to anyone else, <p>occurring during the period of cover in New Zealand.</p>
Defence costs	<p>You are also covered for defence costs you necessarily and reasonably incur, with our prior approval, in relation to liability arising under the items above.</p>
Reparation	<p>You are covered for your legal liability to pay reparation to a victim who has suffered accidental loss of property or bodily injury as a result of your committing an offence during the period of cover, provided:</p> <ol style="list-style-type: none"> 1. you, or any other person entitled to cover under this benefit, tell us immediately if you or they are charged with any offence that resulted in loss of property or bodily injury to another person, and 2. we give our written approval before any offer of reparation is made <p>There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 ('the Act'), or would be covered but for:</p> <ol style="list-style-type: none"> (a) a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or (b) the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or (c) a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever. <p>Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.</p>

What you are not covered for:

- You** are not covered for:
1. liability, including liability for **reparation**, connected in any way with:
 - (a) any business, trade, profession or sponsorship, or
 - (b) any contract or agreement unless **you** would have been liable even without a contract or agreement, or
 - (c) the ownership or use of any:
 - (i) **motor vehicle** (other than an electric wheelchair, domestic garden appliance, mobility scooter, golf cart or children's motorbike not exceeding 50cc used only off road), trailer or caravan, or
 - (ii) aircraft or other aerial device, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authority, or
 - (iii) **watercraft**, unless the **watercraft** is covered by this policy, or
 - (d) any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the **period of cover** and is caused by a sudden and **accidental event** that occurs during the **period of cover**.
 2. punitive or exemplary damages or fines.

IMPORTANT: Please also read 'Policy exclusions that apply to all parts of this policy'.

What we will pay:

Legal liability	The most we will pay is \$1,000,000 for any event . This is in addition to any payment under 'What we will pay' of 'Section one – cover for your contents'.
Defence costs	Defence costs covered by this policy will be paid in addition to the 'Legal liability' limit (above).
Settlement of any claim	We may pay the full amount under this part of this policy, or any lesser amount for which the liability can be settled plus defence costs incurred, and this will meet all our obligations under this part of this policy.

Policy exclusions that apply to all parts of this policy

Confiscation



You are not covered for any **loss**, damage, cost, expense, prosecution or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control **loss** that would otherwise have been covered by this policy.

Consequential loss



You are not covered for any kind of consequential **loss** other than as specifically provided for under the 'Alternative accommodation' automatic additional benefit.

For example, you are not covered for financial loss that occurs as a result of physical loss or physical damage that is covered by the policy.

Earth movements



You are not covered for any **loss**, damage, cost, expense, prosecution or liability connected in any way with:

1. subsidence or erosion, or
2. settling, warping or cracking caused by earth or other movements. This exclusion 2. does not apply to **loss** covered by the 'Natural disaster' automatic additional benefit.

Electronic data and programs



You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion does not apply to:

1. physical damage to other covered property that results from that **loss** of or damage to **electronic data**, and which is not otherwise excluded, and
2. any loss covered by the 'Electronic data and programs' automatic additional benefit.

Excess



For each **incident**, the relevant **excess** will be deducted from the amount of **your** claim unless stated otherwise under an additional benefit.

If **we** insure both the **contents** and **your home** (at the same address) and **you** claim under both for a **loss** caused by the same **incident**, only one **excess** will apply, being the highest applicable **excess**. Where an **incident** occurs that results in a claim under more than one benefit (or sub-section of a benefit) of this policy, only one **excess** will apply, being the highest applicable **excess**.

The **excess** is deducted after any policy limits have been applied.

For example, if a limit of \$1,000 applies and an excess of \$250 is payable by you, the amount we will pay is \$750.

Intentional or reckless acts **You** are not covered for any **loss**, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by **you** or anyone else covered by this policy.



Nuclear



You are not covered for any **loss**, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - (a) any nuclear fuel, or
 - (b) any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

Remotely piloted aircraft You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with the use of a remotely piloted aircraft outside of the Civil Aviation Authority rules.



Terrorism You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.



Unlawful substances You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975.



This exclusion does not apply to **loss** caused by the **accidental** spread of fire or explosion.

War You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:



war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

How to claim

What you must do

If anything occurs that may lead to a claim under this policy, **you** must:

1. do what **you** can to take care of the **contents** and to prevent any further loss, expense or liability, and
2. tell **us** as soon as possible, and
3. notify the police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **contents** before any repairs are started, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information, in connection with the claim, being:
 - (a) disclosed to **us**, and
 - (b) transferred to Insurance Claims Register Limited, and
8. not destroy or dispose of anything that is or could be part of a claim, and
9. tell **us** immediately if **you** are charged with any offence which resulted in **loss** of property or **bodily injury** to another person.

What you must obtain our agreement to do

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery, or
4. negotiate, offer to pay or pay any **reparation**, including, but not limited to, offers made as part of any case management conference or sentencing hearing.

Actions we may take

We may take action in **your** name to:

1. negotiate, defend or settle any claim against **you** covered by this policy, and
2. recover from any other person anything covered by this policy.

You must assist **us** with these actions. **We** will be responsible for the reasonable legal costs of these actions.

Dishonesty

If **your** claim is dishonest or fraudulent in any way, **we** may at **our** sole discretion:

1. decline **your** claim, either in whole or in part, and
2. declare either this policy or all other insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

Policy conditions

Breach of any condition	<p>If:</p> <ol style="list-style-type: none"> 1. you, or 2. any other person we cover under this policy, or 3. anyone acting on your behalf, <p>breaches any of the conditions of this policy, we may at our sole discretion:</p> <ol style="list-style-type: none"> (a) decline your claim either in whole or in part, and/or (b) declare either this policy or all other insurance you have with us to be of no effect and to no longer exist from the date of the breach.
True statements and answers	<p>True statements and answers must be given (whether by you or any other person) in all communications with us, including when:</p> <ol style="list-style-type: none"> 1. this insurance is applied for and renewed, and 2. we are notified about any change in circumstances, and 3. you make any claim under this policy.
Cancellation	<p>By you</p> <p>You may cancel this policy at any time by notifying us or your broker. If you do, we will refund any premium that is due to you based on the unused portion of the period of cover. You must pay any outstanding premium due for the used portion of the period of cover.</p> <p>By us</p> <p>We may cancel this policy by giving you or your broker notice in writing or by electronic means at your or your broker's last known address. Unless otherwise specified in this policy, cancellation will take effect from the 30th day after the date of the notice. We will refund you any premium that is due to you based on the unused portion of the period of cover.</p> <p>Automatically</p> <p>If we settle your claim as a total loss, this policy will be automatically cancelled. We will not refund you any premium for the unused portion of the period of cover.</p>
Change of terms	<p>We may change the terms of this policy (including the excess) by giving you or your broker notice in writing or by electronic means at your or your broker's last known address. Unless otherwise specified in this policy, the change in terms will take effect from the 30th day after the date of the notice.</p>
Changes in circumstances	<p>You must notify us or your broker immediately if, after we have accepted your application for this policy, there is a material:</p> <ol style="list-style-type: none"> 1. increase in the risk covered, or 2. alteration in the risk covered. <p>We may change the terms of this policy in response to any material change in circumstances you or anyone else advises us of. The change in terms will be effective from the date of the change in circumstances.</p> <p><i>Information is 'material' where we would have made different decisions about either:</i></p> <ol style="list-style-type: none"> (a) <i>accepting your insurance, or</i> (b) <i>setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.</i> <p><i>The 'risk covered' refers to both:</i></p> <ol style="list-style-type: none"> (a) <i>the actual property or liabilities insured (known as physical hazard), and</i> (b) <i>you or other persons covered by this policy (known as moral hazard).</i>

Currency	Any amounts shown in this policy and in the schedule are in New Zealand dollars.
Goods and Services Tax (GST)	Any amounts shown in this policy and in the schedule include GST.
Governing law and jurisdiction	The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.
Joint insurance	If this policy covers more than one person, then all persons are jointly covered. <i>This means that a breach of this policy by any one person affects everyone's ability to claim under this policy.</i>
Legislation changes	Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.
Other insurance	You must tell us if the contents are or become covered under any other insurance. This policy does not cover your loss or liability at all if it is insured to any extent under any other insurance policy. We will not contribute towards any claim under any other insurance policy.
Other parties with a financial interest	If we know of any financial interest over the contents , we may: <ol style="list-style-type: none"> 1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations we have under this policy for the loss, and 2. disclose information about the claim to that other party if required. Any other party who has a financial interest under this policy is not covered by this policy and does not have rights to claim under this policy.
Reasonable care	You must take reasonable care at all times to avoid circumstances that could result in a claim. Your claim will not be covered if you are reckless or grossly irresponsible.

Definitions

The definitions apply to the plural and any derivatives of the words.

For example, the definition of 'accident' also applies to the words 'accidents', 'accidental' and 'accidentally'.

accident	unexpected and unintended by you .
act of terrorism	<p>an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and that:</p> <ul style="list-style-type: none"> • involves violence against one or more persons, or • involves damage to property, or • endangers life other than that of the person committing the action, or • creates a risk to health or safety of the public or a section of the public, or • is designed to interfere with or disrupt an electronic system.
annual period	<p>the period of cover. However, if:</p> <ul style="list-style-type: none"> • your premium is paid monthly or quarterly, or • the period of cover is for more than 12 months, <p>the annual period is the current 12 month period calculated consecutively from the date this policy first started.</p>
application	the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us .
bodily injury	the accidental death of, or accidental bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
camera	the camera body (film, video or digital) and the standard lens that would normally be supplied with that body at the time of the original purchase. Any additional lenses and accessories are separate items.
collection	any collection of: stamps, medals or coins.
computer virus	a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, 'Trojan horses', 'Worms' and 'Time or logic bombs'.

contents	<p>any of the following:</p> <ul style="list-style-type: none"> • household goods and personal effects, • loose floor covering including: mats, rugs or runners, • watercraft (including its parts and accessories in it or attached to it), • electric wheelchair, mobility scooter, domestic garden appliance, golf cart or children's motorbike not exceeding 50cc that is used only off road (including their parts and accessories), • portable swimming pool or portable spa pool, • parts or accessories of any: <ul style="list-style-type: none"> (a) watercraft, or (b) motor vehicle, trailer or caravan, or (c) aircraft or other aerial device, <p>that are not in them or attached to them,</p> <p>that are owned by or hired to you (provided you are legally liable under the hire agreement) but that are not used at any time for earning income except office furniture and office equipment covered by the 'Home office' automatic additional benefit, and</p> <p>it includes:</p> <ul style="list-style-type: none"> • gifts belonging to other people being kept at the home, and • contents that are owned by any of your children that are left with you while they live outside New Zealand. <p>It does not include any of the following:</p> <ul style="list-style-type: none"> • livestock, domestic pet or other creature, • fitted floor covering (including glued, smooth edge or tacked carpet, or floating floors) of the dwelling or its domestic outbuildings, • motor vehicle, trailer or caravan and their parts and accessories that are in them or attached to them, • aircraft or other aerial device and their parts and accessories that are in them or attached to them, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authority.
electronic data	facts, concepts and information converted to a form usable for communications 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.
EQC Act	Earthquake Commission Act 1993 and any Act in substitution of that Act.
event	any one event or series of events arising from one source or original cause.
excess	the first amount of the claim that you must pay, which is shown in either the schedule or in this policy wording.
family	<p>any member of your family who:</p> <ul style="list-style-type: none"> • permanently resides with you, or • is a student attending a school, polytechnic or university and living away from home while attending the school, polytechnic or university.

hidden gradual damage	hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from any internal: <ul style="list-style-type: none"> • tank that is plumbed into the water reticulation system of the home and is permanently used to store water, or • water pipe, or • waste disposal pipe, installed at the home .
home	the buildings and grounds at the Situation shown in the schedule . It does not include any land or earth or fill.
incident	something that occurs at a particular point in time, at a particular place and in a particular way.
loss	physical loss or physical damage.
motor vehicle	any type of machine on wheels, or caterpillar tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.
natural disaster	an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the EQC Act .
partner	your husband or wife or person with whom you are living in the nature of a marriage.
period of cover	the Period of cover shown in the schedule .
present value	the estimated reasonable cost to replace an item with an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.
reparation	an amount ordered by a New Zealand court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.
replacement cover item	an item of contents other than any: <ul style="list-style-type: none"> • book, or • clothing or footwear, or • audio, video or optical storage media, including, but not limited to, records, tapes, compact discs, digital versatile discs or Blu-ray discs, or • computer hardware over 5 years of age, or • licensed computer and gaming software (including gaming cartridges) and programs, or • digital data (including audio and video files), or • camping equipment, or • watercraft and its parts and accessories, or • parts and accessories of any motor vehicle (other than a mobility scooter), trailer or caravan that are not in them or attached to them, or • remotely piloted aircraft over 2 years of age (including its parts and accessories that are in it or attached to it), or • parts and accessories of any aircraft or other aerial device that are not in them or attached to them, or • household linen, or • sports equipment (but not golf clubs or golf bags), or • bicycle, or • item that you choose not to repair or replace, or • item that cannot be replaced in New Zealand.

schedule	the latest version of the Schedule we issued to you for this policy.
specified item	any item that is listed in the schedule with a corresponding specified sum insured .
specified sum insured	the amount shown in the schedule that corresponds with the specified item .
temporarily removed	<p>contents temporarily removed for a particular reason or purpose, with the intention that they will be returned to the home. This includes taking items to your place of work or on holiday. It does not include any contents:</p> <ul style="list-style-type: none"> • permanently removed from the home, or • removed from the home to any place for storage, sale or exhibition, or • removed during the course of moving house or household removal, or • owned by or in the custody of any family member who is a student and: <ul style="list-style-type: none"> (a) is living away from home, and (b) is attending a school, polytechnic or university, <p>unless cover is provided under the 'Children living away from home', 'Contents in storage' or 'Contents in transit' automatic additional benefit.</p>
watercraft	<p>any of the following:</p> <ul style="list-style-type: none"> • surfboard, windsurfer, paddleboard, kite surfer, surf ski, dinghy, kayak or canoe (including their parts and accessories), • any other watercraft powered by motor or sail, with a present value of no more than \$2,000 including its parts and accessories.
we, us, our	NZI, a business division of IAG New Zealand Limited.
you	<ul style="list-style-type: none"> • the person(s) or entity shown as the Insured in the schedule, and • that person's partner, and • that person's family.



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