

# **Household Contents Policy**



**FMG**  
Advice & Insurance

*FMG has been protecting the property and livelihoods of people up and down the country since 1905. We're 100% New Zealand owned and operated and are proud to be the country's only rurally-based insurance company around today.*

*You don't get to be over 100 years old without learning a thing or two; because we've worked closely with New Zealand communities over the years we can help find what works for you.*

*And we're still listening to what you're saying which is why we continually strive to improve our products and services, and why we have something to offer all New Zealanders. It's also why we focus on partnering with you to plan for the risks and challenges you face, not just the insurance you need to deal with them.*

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## *Introduction*

*Please take the time to read through these documents carefully because they form the insurance contract you have with us. Your policy certificate is particularly important because if there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that applies. Under this contract, we both have responsibilities to ensure everything runs smoothly. These are detailed as follows, and if there is anything that you don't understand, please contact us. The expiry date of your Policies is shown on the policy certificates. We will be in contact with you regarding renewal of your insurance around that time.*

## *Your Responsibilities*

*This FMG Policy has been provided to you based on your disclosure to us.*

If there is any material information which could relate to the cover provided under this Policy, you need to let us know. Please be aware that disclosure of material information will not necessarily affect your ability to obtain cover, but not informing us might result in you having no insurance at all. It is important that you:

- Please tell us all material information before the cover starts, even if we don't specifically ask about it.
- Please update us should anything about your circumstances change, both during the period of insurance and at renewal.

Cover under your Policy will not commence until you have paid, or have agreed to pay, the premium (including any Government charges) for the period of insurance. If your premiums are not paid on time, your insurance could be cancelled and you will not be insured.

It is essential that you:

- tell us of any errors in your documentation,
- contact us if there is anything you don't understand and would like explained more fully, and
- keep this Policy in a safe place along with your renewal notice(s).

This Policy contains some exclusions and these are detailed throughout the Policy. It is important that you read these and are aware of them.

This Policy also contains certain conditions and obligations that you must meet. If you don't, we may decline any claim you make. Any other person that is entitled to claim under this Policy must also meet these conditions and obligations.

# Welcome to FMG

## Our Responsibilities

*We agree to provide the cover set out in the Policy below that is shown on your certificate. Throughout the Policy certain important words are in bold type; please refer to the Definitions section for the specific meaning of these words.*

FMG is a member of the Insurance Council of New Zealand and, as such, we are bound by the Council's Fair Insurance Code. For a copy of the Code, please call us on 0800 366 466.

As you will be aware, the proposal you completed contains personal information relating to you and/or your business. We collect this information to enable us to fully evaluate your proposal and subsequently administer this Policy. We may require further information later on if you make a claim or wish to renew this Policy with us. The proposal you completed also authorises us to collect relevant information about you and/or your business from third parties, such as other insurers and insurance brokers.

However, we fully understand the importance of protecting your personal, commercial and financial information and therefore we will not share your information unless authorised to do so under the Privacy Act 1993.

Your information will be held securely by us, within our organisation, and you are entitled to access and correct the information you have provided, as set out in the Privacy Act 1993.

We are confident this Policy will be right for you. However, you may cancel this Policy within 30 days of the commencement date for any reason if you are not entirely happy. We will refund any premium you have paid provided you do not have a claim during this 30 day period.

## Your Feedback

*Your feedback enables us to identify opportunities to make our products and services even better. If you have any feedback – good or bad – we would like to hear from you.*

If you have a concern about something that has happened, tell us and we will investigate the issue quickly and inform you of the outcome, either by phone, in writing or by visiting you at a convenient time.

Similarly, if you have received exceptional service, we need to know about it in order to congratulate our team - so please let us know.

## How you can contact us

- Call us on **0800 366 466**
- Contact your local FMG manager
- Write to us at FMG, PO Box 1943  
Palmerston North 4440  
New Zealand
- Visit our website [www.fmg.co.nz](http://www.fmg.co.nz)
- Email us at [contact@fmg.co.nz](mailto:contact@fmg.co.nz)
- Fax us on **0800 366 455**

**We** agree to provide **you** with the insurance set out in this Policy, if this Policy is shown on the **certificate**.

## Insured Events

- You** are covered under both Section 1 – Accidental Loss and Section 2 – Liability of this Policy.

## Section 1 – Accidental Loss

### What you are insured for

- Your household contents** are insured for **accidental loss**:

- while they are at the **house**,
- if **you** are permanently moving to another house, while they are at that house provided **you** advise **us** within 14 days of beginning **your** move,
- while they are temporarily removed from the **house** for no more than 90 days to anywhere in New Zealand, including in transit within New Zealand while they are being temporarily removed,
- after they are newly purchased by **you** at the premises of the retailer and while in transit to the **house**, and
- while they are removed for repair or for sale, anywhere in New Zealand including while in transit within New Zealand.
- In addition, **your personal effects**, cellphones, **home computers**, **valuable items**, and sports equipment are also insured while anywhere in New Zealand, including while in transit within New Zealand.

- Your business contents** are insured for **accidental loss** while they are at the **house** or while temporarily removed from the **house**.

- Your family member's contents** are insured for **accidental loss**.

- Your additional contents** shown on the **certificate** are insured for **accidental loss**.

## Additional Benefits

**You** are automatically insured for the following benefits which are subject to the terms of this Policy except to the extent those terms are expressly varied in each benefit.

- Death or Permanent Injury**

- If **you** die or are permanently injured as a result of:
  - a fire at the **house**, or
  - an intruder to the **house**,and **we** have accepted a claim in connection with this Policy, **we** will pay:

(iii) **your** estate \$5,000 if **you** die within three calendar months of the **event**, or

(iv) **you** \$5,000 if **you** suffer total and permanent **loss** of:

- the sight of both eyes,
- the use of both hands, or
- the use of both feet,

(v) **you** \$2,500 if **you** suffer total and permanent **loss** of:

- the sight of one eye,
- the use of one hand, or
- the use of one foot.

(b) **We** will pay up to \$10,000 for any one **event**.

- Debit Cards and Credit Cards**

(a) **You** are insured if **your** debit card or credit card is used fraudulently by any person not related to **you** during the **period of insurance** provided **you**:

- cannot recover the **loss** from any other source, and
- have not breached the terms and conditions of the card.

(b) **We** will pay up to \$1,000 for any one **event**.

- Drones and Model Aircraft**

(a) **You** are insured for **accidental loss** of **your drone** or model aircraft.

(b) **We** will pay up to \$5,000 or the higher agreed amount shown on the **certificate** for any one **event**.

- Emergency Advance**

(a) If **your contents** are totally destroyed, **we** will pay **you** a \$5,000 advance within 48 hours of accepting **your** claim.

(b) **We** will deduct the \$5,000 advance from the settlement of **your** claim.

- Employees' Personal Effects**

(a) **You** are insured for **accidental loss** of **your employees' personal effects**, excluding tools, that occurs in connection with their employment with **you**.

(b) **You** can claim under this Policy only if the **loss** is not insured under any other policy of insurance.

(c) **We** will pay the **present day value** of **your employees' personal effects**.

(d) **We** will pay up to \$5,000 for any one **event**.

# Your Household Contents Policy

## 6. Frozen or Perishable Food

- (a) **You** are insured for **accidental loss** of frozen or perishable food resulting from changes in artificially controlled temperature or atmosphere in **your** deep freezer or refrigerator.
- (b) **We** will pay up to \$3,000 for any one **event**.

## 7. Gifts and Presents

- (a) **You** are insured for **accidental loss** of gifts and presents that:
  - (i) belong to **you** or **your** family members, and
  - (ii) are temporarily stored at the **house**.

## 8. Gradual Damage

- (a) **Your contents** are insured for gradual damage during the **period of insurance** that is caused by the leaking of any internal water tank, internal water pipe, or waste disposal pipe, or leaking at the immediate point of connection between a hidden internal water, or waste disposal pipe, and any household appliance, installed at the **house**. Gradual damage is covered only if **you**:
  - (i) minimise the damage, and
  - (ii) prevent any further damage as soon as it is discovered.
- (b) **We** will pay the reasonable cost to repair the damage.
- (c) **We** will not pay for the cost of locating or repairing the leak.
- (d) **We** will pay up to \$5,000 for any one **event**.

## 9. Hearing Aids, Glasses and Dentures

- (a) **You** are insured for **accidental loss** of hearing aids, prescription sunglasses and glasses, and dentures that belong to, or are hired or borrowed by **you**, or members of **your** family who normally reside with **you**.
- (b) **We** will not pay for the cost of ear, eye or dental examinations or tests.
- (c) For the avoidance of doubt, one pair of hearing aids or dentures constitutes one item covered by this benefit.

## 10. Inflation Protection

- (a) **We** may adjust the amount of **your** insurance once a year, on renewal, to ensure that the amount of **your** insurance remains adequate given the level of inflation.
- (b) If **we** adjust the amount of **your** insurance, **we** may also adjust **your** premium.

## 11. Locks and Keys

- (a) **You** are insured for the reasonable cost of replacing locks and keys (including electronic access cards and transponders, remote door openers, or any other equivalent device) that give access to the **house** if:
  - (i) they have been lost, damaged, stolen or duplicated, or
  - (ii) the combination number of an electronic keypad for external doors has become known to someone else, without **your** consent during the **period of insurance**, or
  - (iii) **you** have reasonable grounds to believe either of the above.
- (b) The **excess** does not apply to this Additional Benefit.

## 12. Natural Disaster

- (a) **Your contents**, and **lifestyle block contents** (if this cover is taken), are insured for **accidental loss** caused by **natural disaster**.
- (b) If **your contents** or **lifestyle block contents** are also insured under the Earthquake Commission Act 1993 (EQ Cover):
  - (i) **we** pay only the difference between EQ Cover and the cover **you** have under this Policy, and
  - (ii) **we** will not pay any **excess** under EQ Cover.
- (c) The combined total of what **we** pay and the EQ Cover pays must not exceed:
  - (i) for **your contents**, the amount of cover available under this Policy for **your contents**, and
  - (ii) for **your lifestyle block contents** (if this cover is taken), \$5,000 for any one **event**.

## 13. Online Purchases

- (a) **You** are insured for **accidental loss** of any goods **you** have bought through the Internet, provided **you** cannot recover the **loss** from any other source.
- (b) **We** will pay up to \$1,000 for any one **event**.

## 14. Pairs and Sets

- (a) If **we** have accepted a claim for **loss** to **your household contents**, and the lost or damaged item matches undamaged items forming part of a pair or set, **we** will pay to:
  - (i) repair the damaged part of the pair or set,
  - (ii) replace the damaged part of the pair or set with a replacement that matches other parts of that pair or set, or
  - (iii) replace the entire pair or set if a matching replacement cannot be found.

- (b) This Additional Benefit does not include cover for collections.

#### 15. Personal Effects While on Holiday in Australia

- (a) **You** are insured for **accidental loss to your personal effects**, cellphones, **home computers, valuable items**, hearing aids, glasses, prescription sunglasses, dentures and sports equipment that occurs:
  - (i) while **you** are on holiday in Australia, including while in transit, and
  - (ii) within 30 days of **you** leaving New Zealand.

#### 16. Replenishment Costs

- (a) **You** are insured for the reasonable cost of replenishing **your** fire-fighting equipment after it has been used to protect **your contents** from **loss** covered by this Policy.
- (b) **We** will pay up to \$5,000 for any one **event**.

#### 17. Rewards

- (a) **You** are insured for any payments **you** make by way of reward if the reward was offered during the **period of insurance**:
  - (i) to protect or recover **your contents**, and
  - (ii) with **our** consent.
- (b) **We** will pay up to \$5,000 for any one reward.

#### 18. Temporary Accommodation

- (a) If **we** agree that the **house** cannot be occupied because of **accidental loss**, and **you** were living in the **house** at the time of **loss**, **we** will pay the reasonable additional costs **you** incur:
  - (i) for **your** temporary accommodation including moving **your contents** to and from **your** temporary accommodation,
  - (ii) to move **your contents** to and from a secure storage centre, and for storage costs, for the period **you** are in temporary accommodation, and
  - (iii) to board **your** domestic cats and dogs that normally stay with **you** at the **house**.
- (b) **We** will pay:
  - (i) for the period reasonably required to make the house **you** live in habitable,
  - (ii) up to the time repairs are completed, or
  - (iii) up to the time the claim on the house **you** live in has been settled,whichever occurs first, up to \$30,000 for any one **event**.

- (c) **We** will also pay the reasonable veterinary fees **you** incur if **your** domestic cats or dogs are injured as a result of the **accidental loss**, up to \$500 for any one **event**.
- (d) **We** will not pay for any costs which are insured elsewhere.

#### 19. Terrorism

- (a) **Your contents** are insured for **accidental loss** (but not related costs or expenses) caused by any **terrorism** provided the **terrorism** is not connected in any way with:
  - (i) nuclear,
  - (ii) biological, or
  - (iii) chemical,weapons or substances (including **nuclear materials**), or contamination.
- (b) **We** will pay up to:
  - (i) the amount shown on the **certificate**, or
  - (ii) \$1,000,000,whichever is less, for any one **event**.

#### 20. Theft by Paying Guests

- (a) **You** are insured for theft of **your contents** during the **period of insurance** by **paying guests** at the **house**.
- (b) **We** will pay up to \$5,000 for any one **event**.

#### 21. Transit

- (a) **You** are insured for **accidental loss to your contents** while they are being permanently removed from **your house** to any location in New Zealand provided that the **accidental loss** was caused by:
  - (i) a fire in,
  - (ii) theft of, or from, or
  - (iii) a collision involving,the means of conveyance.
- (b) **We** will pay:
  - (i) the reasonable cost of repair, or
  - (ii) the **present day value of your contents**,whichever is less.

### Optional Benefits

This Optional Benefit applies only if **you** have purchased it and it is shown on the **certificate**. This benefit is subject to the terms of this Policy except to the extent those terms are expressly varied in this benefit.

#### 1. Lifestyle Block Contents

- (a) **You** are insured for **accidental loss to your lifestyle block contents**.

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- (b) **Your lifestyle block contents** are insured for Nominated Replacement.
- (c) **We** will pay up to \$5,000 for any one **event**.

## What we will pay

### 1. Nominated Replacement

- (a) Subject to the Specific Limits in Clause 3 below, if the **certificate** shows that **your contents** are insured for Nominated Replacement:
  - (i) **we** will pay the reasonable cost to repair them as nearly as practicable to the same condition they were in when new,
  - (ii) if they cannot be repaired, **we** will pay **you** the reasonable cost to replace them, or
  - (iii) if **you** choose not to repair or replace them, **we** will pay their **present day value**.
- (b) **We** will also pay the reasonable costs of removing damaged **household contents** and **lifestyle block contents** (if the Lifestyle Block Contents Optional Benefit is taken) from the **house** following a **loss** covered by this Policy, provided these costs are incurred with **our** consent.
- (c) **We** will only pay to repair or replace the damaged part of **your contents** and **lifestyle block contents** (if this cover is taken), unless **your contents** are covered under the Pairs and Sets Additional Benefit.

### 2. Present Day Value

- (a) Subject to the Specific Limits in Clause 3 below, if the **certificate** shows that **your contents** are insured for Present Day Value, **we** will pay:
  - (i) the reasonable cost to repair or replace them as nearly as practicable to the same condition they were in prior to the **loss**, or
  - (ii) their **present day value**, whichever is less.
- (b) **We** will also pay the reasonable costs of removing damaged **household contents** and **lifestyle block contents** (if this cover is taken) from the **house** following a **loss** covered by this Policy, provided these costs are incurred with **our** consent.
- (c) **We** will only pay to repair or replace the damaged part of **your contents** and **lifestyle block contents** (if this cover is taken), unless **your contents** are covered under the Pairs and Sets Additional Benefit.

### 3. Specific Limits

- (a) **Hearing Aids, Glasses, Dentures, Sports Equipment and Valuable Items**
  - (i) **We** will pay the reasonable cost to:
    - 1. repair, or
    - 2. replace,**your** hearing aids, prescription sunglasses and glasses, dentures, sports equipment or **valuable item**, whichever is less.
  - (ii) **We** will pay up to:
    - 1. \$5,000 for each unspecified item, or
    - 2. the amount shown on the **certificate** for **your** specified hearing aids, prescription sunglasses and glasses, dentures, sports equipment or **valuable item**.
- (b) **Home Computer and Cellphones**
  - (i) **We** will pay the reasonable cost to repair or replace **your home computer** or cellphone as nearly as practicable to the same condition it was in when new.
  - (ii) If:
    - 1. **you** choose not to repair or replace **your home computer** or cellphone, or
    - 2. **your home computer** or cellphone is more than 3 years old,**we** will pay the **present day value** of **your home computer** or cellphone.
  - (iii) **We** will pay up to:
    - 1. \$5,000, or
    - 2. the amount shown on the **certificate** for **your** specified **home computer** or cellphone for any one **event**.
- (c) **Household Goods**
  - (i) For **household contents**:
    - 1. **Your** furniture, furnishings, home appliances and **valuable items** not covered under 3.(a) above are insured for either Nominated Replacement, or **present day value**, as shown on the **certificate**.
    - 2. **Your household contents** that are not covered under 3.(a), 3.(b) or 3.(c)(i)1. above are insured for **present day value** unless they are specified on the **certificate** as being insured for Nominated Replacement.

- (d) **Personal Effects**
  - (i) Money:
    1. **we** will pay the amount of any lost **money**, and
    2. the most **we** will pay is \$1,000 for any one **event**.
  - (ii) Other **personal effects**:
    1. all other **personal effects** are insured for **present day value** only.

#### 4. Maximum Limits

- (a) **Additional Contents**
  - (i) The maximum **we** will pay for **your additional contents** is the amount shown on the **certificate** for any one **event**.
- (b) **Business Contents**
  - (i) The maximum **we** will pay for **your business contents** for any one **event** is:
    1. \$2,000 while they are at the **house**, or
    2. \$1,500 while they are temporarily removed from the **house**.
- (c) **Family Member's Contents**
  - (i) The maximum **we** will pay for **your family member's contents** is \$10,000 for any one **event**.
- (d) **Specified Items**
  - (i) The maximum **we** will pay for items specifically shown on the **certificate** is the amount shown on the **certificate** for any one **event**.
- (e) **Total Limit**
  - (i) The maximum **we** will pay in total under Section 1 – Accidental Loss for any one **event** is the amount shown on the **certificate**.

- (f) action of light,
- (g) change in artificially controlled temperature or atmosphere unless covered by the Frozen or Perishable Food Additional Benefit,
- (h) mechanical, electrical or electronic breakdown, unless caused by the use of incorrect fuel or unless burning out occurs,
- (i) defective workmanship, materials or design,
- (j) cleaning, repairing or restoring,
- (k) lifting or shifting **your house**,
- (l) carrying out repairs or alterations to the **house** that involve the removal of support, or
- (m) **your contents** (excluding **personal effects**) being permanently removed from **your house** to another location, unless covered by the Transit Additional Benefit.

These exclusions apply only to **your contents** first affected by the **loss**. **You** are insured for resultant **loss** to other parts of **your contents**, unless otherwise excluded.

#### 2. **Your contents** are not insured for **loss** connected in any way with:

- (a) settlement, shrinkage or expansion of buildings, foundations, walls, pavements, roads, driveways or any other structural improvement,
- (b) subsidence, shrinkage, swelling or erosion of land,
- (c) subterranean fire, or
- (d) water entering the **house** because roofing materials, exterior cladding, doors or windows have been removed, unless the area is covered by a securely fastened tarpaulin at the time.

#### 3. **Your contents** are not insured for:

- (a) theft by:
  - (i) anyone staying at the **house** whether temporarily or otherwise,
  - (ii) **tenants** and/or guests of **tenants**, or
  - (iii) any of **your employees**, unless covered by the Theft by Paying Guests Additional Benefit.
- (b) malicious or deliberate damage by:
  - (i) anyone staying at the **house** whether temporarily or otherwise,
  - (ii) **tenants** and/or guests of **tenants**, or
  - (iii) any of **your employees**, except for fire and explosion, or
- (c) denting, marring or scratching.

### *What you are not insured for*

1. **Your contents** are not insured for **loss** connected in any way with:
  - (a) normal maintenance, wear and tear, slowly developing deformation or distortion,
  - (b) mildew, mould, rot, rust, corrosion or gradual damage, unless covered by the Gradual Damage Additional Benefit,
  - (c) action of micro-organisms, rodents, insects or vermin (excluding possums),
  - (d) inherent:
    - (i) nature of property,
    - (ii) defect, or
    - (iii) fault,
  - (e) pollution or contamination (including land contamination),

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4. **You** are not insured for:
    - (a) the cost of replacing **your contents**, floor or window coverings in rooms other than those where **loss** has occurred, unless covered by the Pairs and Sets Additional Benefit,
    - (b) theft of unattended bicycles while they are away from the **section**, unless secured by a chain or other locking device at the time of the theft, or
    - (c) **accidental loss** to sports and recreational equipment or bicycles while used for business or professional purposes.
  5. **Your drone** or model aircraft is not insured while in use, or for any consequential loss.
  6. **Your** motorised longline fishing system is not insured while in use.
  7. Please note there are also General Exclusions in this document.
- (ii) costs and losses recoverable from **you** under section 43 of the Forest and Rural Fires Act 1977 (but not otherwise at law), for a fire (or threat of fire) which occurs in connection with **your** contents during the **period of insurance**.
  - (b) **We** will pay up to \$1,000,000 for any one **event**. This amount is in addition to, not included in, the maximum **we** will pay under Section 2 – Liability of this Policy.

## 2. Hazardous Substances

- (a) **You** are insured for **your** legal liability for costs arising from a hazardous substance emergency under the Fire Services Act 1975 at the **section** during the **period of insurance**.
- (b) **We** will pay up to \$5,000 for any one **event**.

## 3. Tenant's Liability

- (a) **You** are insured for **your** legal liability for **accidental loss** to the **house you** are renting, but do not own that occurs during the **period of insurance**.
- (b) **We** will pay up to \$1,000,000 for any one **event**.

## Section 2 – Liability

### What liability you are insured for

1. **You** are insured for **your** legal liability for:
  - (a) **accidental loss** to the property of others, or
  - (b) **accidental bodily injury** to any other person, during the **period of insurance**.
2. If **we** have accepted a claim under this Liability section of **your** Policy, **you** are also insured for **your** reasonable legal defence costs.
3. For the purposes of this section, the definition of **you** is extended to members of **your** family who normally reside with **you** including **your** children while studying at a boarding school or tertiary institution and living in halls of residence or private board. Those persons are subject to all the terms of this Policy in the same way that **you** are.

### Additional Benefits

Subject to 1., 2. and 3. above, **you** are also insured for the following legal liabilities and legal defence costs which are subject to the terms of this Policy except to the extent those terms are expressly varied in each benefit.

#### 1. Forest and Rural Fires Act 1977

- (a) **You** are insured for **your** legal liability for:
  - (i) levies a fire authority apportions to **you** under sections 46 or 46A of the Forest and Rural Fires Act 1977, and

### What we will pay

1. The maximum **we** will pay under Section 2 – Liability in total (inclusive of all benefits except the Forest and Rural Fires Act Liability Additional Benefit) for any one **event** is \$1,000,000.
2. If both **you** and another person or persons are entitled to cover as a result of the same **event**, **we** will pay for **your** legal liability first.

### What liability you are not insured for

**You** are not insured for **your** legal liability:

1. For **loss** to property **you own**, or that is under **your** care or control, unless covered by the Tenant's Liability Additional Benefit.
2. For **bodily injury** to:
  - (a) anyone living at the **house**, or
  - (b) **your employees**.
3. Connected in any way with **your** business, trade or profession (other than **your homestay activities**).
4. Connected in any way with **your** ownership or use of any:
  - (a) **motor vehicle**, unless it is a:
    - (i) motorised garden appliance for home use,

- (ii) children's toy under 50cc, or
  - (iii) battery-driven wheelchair,
  - (b) aircraft, **drone** or model aircraft, or
  - (c) watercraft (other than surfboards, kayaks, water skis, aqua planes including spare parts and accessories, or any watercraft, whose **present day value** including motor, does not exceed \$1,500).
5. For any fine, penalty, sentence of reparation, or any punitive or exemplary damages.
  6. If **you** have agreed to accept liability where there would otherwise be none, unless covered by the Tenant's Liability Additional Benefit.
  7. For pollution or contamination (including land contamination, and the cost of removing and cleaning up pollution or contamination) unless the pollution or contamination:
    - (a) occurs at the **section** during the **period of insurance**, and
    - (b) is caused by an **accident** during the same **period of insurance**.
  8. Please note there are also General Exclusions in this document.

## General Exclusions

These exclusions apply to **your** Policy unless indicated otherwise below.

### 1. Asbestos

- (a) **You** are not insured for **loss** in any way connected with the handling, transport, storage, installation, removal, or other use of, asbestos or products containing asbestos material.

### 2. Confiscation, Nuclear Materials, Terrorism and War

- (a) There is no cover under this Policy for **loss** in any way connected with:
  - (i) **confiscation**,
  - (ii) **nuclear materials**,
  - (iii) **terrorism**, unless covered by the Terrorism Additional Benefit, or
  - (iv) **war**.

### 3. Consequential Loss

- (a) **You** are not insured for any consequential loss including but not limited to:
  - (i) penalties,
  - (ii) loss of use of property,
  - (iii) loss resulting from delays,
  - (iv) loss of market,
  - (v) loss resulting from depreciation, or
  - (vi) loss of value.

### 4. Electronic Data

- (a) **You** are not insured for **loss** in any way connected with the **loss of electronic data**.

### 5. Excess

- (a) **You** are not insured for any **excess**.
- (b) If an **event** is covered under more than one of **your** FMG Policies, **you** will only have to pay one **excess**. This will be the highest **excess** that **we** could apply under any one of those Policies.

## Claims Conditions

These conditions are important and must all be met before **we** will accept a claim under **your** Policy with **us**.

### 1. What you must do

- (a) **You** must notify **us** immediately of any circumstance likely to lead to a claim.
- (b) **You** must complete **our** claim form in full if **we** request **you** to do so, and return it to **us** within 30 days of **our** request.
- (c) **You** must take reasonable steps to minimise the claim and avoid any further claim.
- (d) **You** must make a complaint to the Police if **you** suspect criminal activity.
- (e) **You** must provide all reasonable information and assistance **we** require at any time.
- (f) **You** must immediately send **us** all relevant correspondence and court documentation.
- (g) **You** must authorise **us** to:
  - (i) Obtain personal information about **you** from **you** and third parties in connection with **your** insurance.
  - (ii) Disclose personal information about **you** to third parties in connection with **your** insurance.

Please see the full Privacy Statement on **our** website ([www.fmg.co.nz](http://www.fmg.co.nz)) for information about how **we** collect, use and store **your** personal information.

# Your Household Contents Policy

## 2. What you must not do

- (a) **You** must not admit **you** are liable to any party.
- (b) **You** must not say or do anything which prejudices **our** ability to:
  - (i) defend any action against **you**, or
  - (ii) take recovery action in **your** name.
- (c) **You** must not start any remedial action without **our** prior approval.
- (d) **You** must not dispose of any property that is to be the subject of **your** claim, without **our** prior approval.

## 3. Fraud

- (a) **You**, and anyone else entitled to claim under this Policy, must ensure all statements made to **us** are true and complete.
- (b) If **your** claim is dishonest or fraudulent in any way, **we** are entitled to:
  - (i) decline **your** claim in whole or in part,
  - (ii) bring this Policy to an end from the date of the dishonest or fraudulent act, and/or
  - (iii) bring all other insurance **you** have with **us** to an end from the date of the dishonest or fraudulent act.
- (c) **We** may also notify the Police and/or the Serious Fraud Office.

## 4. Other Insurance

- (a) **You** must immediately notify **us** of any other insurance that covers **you** for any of the risks covered under this Policy.
- (b) **We** will only pay over and above the limit payable under that other insurance.

## 5. Progress Payments

- (a) **We** will at **our** option make regular progress payments for **your** claim provided that:
  - (i) **you** provide **us** with proof of **your** insured **loss**, and
  - (ii) if the combined progress payments exceed the total amount of the **loss**, **you** immediately refund the difference between these amounts to **us**.

## 6. Recoveries

- (a) If **we** accept any part of **your** claim, **we** may exercise any legal rights **you** have to, at **our** cost, recover amounts from the person(s) responsible for the **loss**.
- (b) If **we** do this, **you** must co-operate and assist **us** with this exercise. If **you** refuse, **we** may require **you** to repay **us** the money **we** paid **you**.

- (c) If **we** succeed in recovering any money from the person(s) responsible, **we** will refund **your** excess and pay any remaining money recovered to **you** less **our**:
  - (i) recovery costs, and
  - (ii) the money **we** have paid **you**.
- (d) If **you** recover any lost or stolen property claimed under this Policy:
  - (i) **you** must hand this over to **us**, and
  - (ii) **we** are entitled to keep this and any proceeds from its sale.
- (e) If **you** receive any reparations in respect of any property claimed under this Policy, **you** must immediately reimburse **us** for any claim **we** have paid from these reparations.

## 7. Salvage

- (a) If **your** claim relates to damaged property, **we** are entitled to retain possession of the damaged property and deal with salvage in a reasonable manner.
- (b) **You** cannot abandon any property to **us**.

## General Conditions

These conditions are important and must all be met before **we** will accept a claim under **your** Policy with **us**.

### 1. Acts of Parliament

- (a) Any Acts of Parliament referred to in this Policy include any:
  - (i) amendments or Statutory Regulations made under them, and
  - (ii) Acts or Regulations made in substitution for the original Acts or Regulations.

### 2. Cancellation

- (a) **You** may cancel this Policy at any time by giving notice to **us**.
- (b) **We** may cancel this Policy at any time by giving notice to **you** at **your** last known address as held by **us**. Cancellation will take effect 30 days after the day **we** send or deliver the notice to **you**.
- (c) If:
  - (i) **you** cancel this Policy **we** will (subject to "Our Responsibilities" in the Welcome to FMG section) refund 90% of the unexpired portion of **your** premium,
  - (ii) **we** cancel this Policy, **we** will refund the unexpired portion of **your** premium,
  - (iii) **you** have made a claim and **we** have paid the full amount under:
    - 1. the Policy,

2. an Item, or
3. an Optional Benefit,

**we** will cancel this Policy, Item or Optional Benefit from the date of **loss**.

### 3. Changes

- (a) Where **we** agree, **you** may change this Policy by giving **us** notice of the changes.
- (b) **We** may change the terms of this Policy at any time by giving **you** notice at **your** last known address as held by **us**. The changes **we** make will take effect 30 days after the day **we** send or deliver the notice to **you**.

### 4. Compliance with the Policy

- (a) **You**, and anyone else entitled to claim under this Policy, must comply with all the terms of this Policy before **we** will meet any claim under it.
- (b) **You** must tell the truth at all times.

### 5. Conduct of the Defence

- (a) Once **you** have made a claim under Section 2 – Liability of this Policy, **we** have the sole right to act in **your** name and on **your** behalf to defend, negotiate or settle the claim as **we** decide, at **our** expense.
- (b) **We** are entitled to appoint **our** own lawyers who report to **us** and **you** waive **your** right to legal professional privilege.
- (c) **We** may elect to pay the maximum amount payable under this Policy or any lesser sum for which the action against **you** can be settled. Once **we** have done so, **we** are under no further liability to **you** under this Policy.

### 6. Currency

- (a) All monetary amounts referred to in this Policy are expressed and payable in New Zealand dollars.

### 7. Defined Words

- (a) To clarify the cover **you** have in this Policy, some words appear in bold. These words have a specific meaning, which is outlined in the Definitions section. Defined words specific to some sections are outlined within those sections.

### 8. Goods and Services Tax

- (a) Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:
  - (i) all amounts insured exclude GST (unless otherwise shown on the **certificate**), and

- (ii) GST will be added, where applicable, to claim payments.

- (b) All **excesses** include GST.

### 9. Governing Law

- (a) The law of New Zealand applies to this Policy and the New Zealand courts have exclusive jurisdiction.

### 10. Headings

- (a) Headings are for reference only. They do not form part of the Policy and are not to be used in interpreting it.

### 11. Inspection

- (a) **We** are entitled to inspect property insured, at any reasonable time, and **you** must provide such information as may be reasonably required by **us** in relation to that property.
- (b) However, neither this inspection, nor any inspection report, is to be regarded as an undertaking by **us** to determine or warrant that any operations, property and/or premises are safe or covered by a Policy.

### 12. Interested Parties

- (a) If **we** are advised in writing of a party holding a financial interest over the property insured under this Policy:
  - (i) that party is noted by **us**, but is not directly insured under this Policy,
  - (ii) **you** authorise **us** to disclose to that party personal information about **you** in connection with this Policy, and
  - (iii) **we** may make a claim payment directly to that party up to the limit of its interest.

This meets **our** obligations to **you** under the Policy to that extent.

### 13. Joint Insurance

- (a) If this Policy insures more than one person or entity, they are insured jointly. A breach by one insured will be treated as a breach by all insureds.
- (b) The most **we** pay in total to all insured persons or entities during the **period of insurance** is the amount shown in this Policy or on the **certificate**.

### 14. Location – in New Zealand only

- (a) This Policy covers:
  - (i) **your** insured property while it is in New Zealand, and
  - (ii) **your** liability that arises as a result of an **event** in New Zealand,

# Your Household Contents Policy

unless another location is shown on the **certificate** or covered by the Personal Effects While on Holiday in Australia Additional Benefit.

## 15. Notification if the House is Unoccupied

- (a) **You** must notify **us** immediately if the **house** is going to be unoccupied for a period of 60 days or more, unless the **house** is a holiday home as shown on the **certificate**.
- (b) If the **house** is going to be unoccupied for a period of 60 days or more, confirmation of continuation of cover must be obtained in writing from **FMG**.
- (c) If **you** do not notify **us**, **you** are not insured for any **loss** in any way connected with the **house** being unoccupied.

## 16. Notification of any Change in Circumstances

- (a) After this Policy has commenced, **you** must notify **us** immediately of any change in circumstances **you** are aware of which:
  - (i) increases, or
  - (ii) alters,any risk insured under this Policy.
- (b) Once **you** have done so, **we** may change the premium and/or terms of cover, at **our** discretion.
- (c) If **you** fail to notify **us** of any change in circumstances, **we** may:
  - (i) refuse to meet any claim or part of it, and/or
  - (ii) bring this Policy to an end,from the date of the failure.

## 17. Payment of Premiums

- (a) Cover under this Policy will not commence until **you** have paid, or have agreed to pay, the premium (including any Government charges) for the **period of insurance**.
- (b) If **we** have agreed that **you** can pay **your** premium in instalments, payments are due in accordance with the agreement **we** have with **you**. In such case, cover under this Policy will not commence until **you** have paid, or have agreed to pay, the premium, including any Government charges, due under this agreement.
- (c) If **you** suffer a total loss:
  - (i) **we** will not settle **your** claim:
    1. until the full annual premium is paid, or
    2. if **you** are paying **your** premium by instalments, until the balance of the full annual premium is paid,
  - (ii) **we** may deduct any outstanding annual premium from the claim settlement.

- (d) It is important **you** continue to pay **your** premiums on time (either in full, in advance, or in accordance with any agreement **we** have with **you**).

## 18. Reasonable Care

- (a) **You** must take reasonable care to avoid and minimise **loss** or damage occurring to the property insured under this Policy, and liability to others, at **your** own expense. This includes:
  - (i) complying with all relevant laws,
  - (ii) complying with all manufacturer's recommendations,
  - (iii) employing competent employees, and
  - (iv) maintaining and operating all security protection equipment, and all fire protection and extinguishment equipment, at all relevant times.
- (b) **We** will not pay any claim if **you** have been reckless or grossly irresponsible.

## 19. Transfer of Interest

- (a) No interest in this Policy can be transferred or assigned without **our** written agreement.

## Definitions

The following definitions apply to **your** Policy, unless the context requires otherwise.

Please note:

- References to the singular include the plural and vice versa.
- The definitions apply to any derivatives of the word used in this Policy.

**Accessories** means a part of **your motor vehicle** not supplied or fitted by the manufacturer of **your motor vehicle** as standard equipment for the model including:

- (a) non-manufacturer wheels and modified wheels,
- (b) any radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of **your motor vehicle**,
- (c) any telephone permanently connected to **your motor vehicle**,
- (d) any detachable and fixed equipment such as radar detectors, on-board computers, heating and/or cooling units, tarpaulins, chains and twitches, bearers and load-securing and lifting equipment or ropes,
- (e) signwriting, artwork and the like,
- (f) LPG, CNG or other fuel conversion installations,
- (g) any car seat covers, or car mats, and
- (h) any child car seat while in the **motor vehicle** and which is not otherwise insured.

**Accident** and **accidental** means an **event** which is sudden, unintended and unforeseen by **you**.

**Additional contents** means **your household contents** that are permanently kept in:

- (a) **your** holiday house,
- (b) a house **you** are renting to another person, or
- (c) any other house that **you** own,

at the location shown on the **certificate**.

**Bodily injury** means **injury**, sickness, disability, disease, diagnosed mental injury or death resulting from any of these.

**Burglary** means:

- (a) forcible and violent entry into a securely locked building (or part of a building) or **motor vehicle** with intent to commit crime,
- (b) forcible and violent exit from a securely locked building (or part of a building) or **motor vehicle** after having committed a crime, or
- (c) theft of insured property from a building or **motor vehicle** accompanied by:
  - (i) violence, or
  - (ii) threat of violence,to **you, your employees** or **your** customers where such violence or threat is used to:
  - 1. extort the stolen property, or
  - 2. prevent or overcome resistance to property being stolen.

**Business contents** means office furniture and office and professional equipment that **you** own, or that **you** hire or borrow.

**Certificate** means the latest version of **your** Policy Certificate issued by **us** which contains details of **your** insurance cover under this Policy.

**Computer** means a desktop or laptop computer, tablet, or similar device, including hardware, software, and auxiliary equipment.

**Confiscation** means confiscation, requisition, nationalisation, or destruction of, or damage to property by order of Government, a local authority, a court, or any public authority but excludes such orders given for the purpose of controlling a peril covered by this Policy.

**Contents** means **your household contents, family member's contents, additional contents** and **business contents** but excludes **lifestyle block contents**.

**Defined event** means:

- (a) fire,
- (b) explosion,
- (c) lightning,
- (d) hail,
- (e) snow,
- (f) impact by a **motor vehicle** or an animal,
- (g) malicious acts,
- (h) vandalism excluding:
  - (i) vandalism to property in the course of construction or repair, or
  - (ii) vandalism caused by **you**, any member of **your** family or any of **your employees**,
- (i) **storm** or **flood**, excluding **storm** or **flood** damage to fences, unless **your farm fencing** is shown on **your certificate**, gates or glass (including glass houses), shade houses or tunnel houses,
- (j) **burglary**, other than by **you**, any member of **your** family or any of **your employees**,
- (k) impact by an aircraft or any other aerial or spatial devices or articles which drop from them, or
- (l) riot or labour disturbance.

**Drone** means a remote-controlled piloted aircraft used for personal purposes.

**Electronic farming or business equipment** means any electronic equipment at the premises used for **your farming operations** or business, excluding farm **computers**, motors and **lifestyle block contents**.

**Employee** means:

- (a) any employee directly employed by **you** for domestic duties, or
- (b) any:
  - (i) employee directly employed by **you** in, or
  - (ii) principal or director (but only in their capacity as such) of **your**:
    - 1. **farming operations**,
    - 2. **horticulture operations**, or
    - 3. **homestay activities**.

**Erosion** means the wearing away of rocks, soil and the like by action of water, ice or wind.

# Your Household Contents Policy

**Event** means a single **loss** and/or **bodily injury**, or a series of **losses** and/or **bodily injuries** which have the same cause.

**Excess** means the first amount of a claim that **you** must pay, as shown on the **certificate**.

**Family member's contents** means **your** family member's **household contents**:

- (a) stored at the **house**, or
- (b) **your** children's contents while they are studying away from **your house**, kept at a:
  - (i) boarding school,
  - (ii) tertiary hall of residence, or
  - (iii) private house they are boarding at.

**Farming operations** means **your** normal regular farming activities including:

- (a) Exhibitions and competitions at shows.
- (b) Using **your** property for horse or hunt club activities, except horse racing organised by a racing or trotting (or similar) organisation.
- (c) Distributing farm material from aircraft, except for 1080, 1081, herbicides, fungicides, pesticides or similar poisons or substances.
- (d) Artificial Insemination Technician activities.
- (e) Farm contracting, provided it does not involve the use of:
  - (i) explosives, or
  - (ii) herbicides and/or fungicides and/or pesticides.
- (f) **Horticulture operations**.

**FMG** means FMG Insurance Limited as shown on the **certificate**.

**Flood** means the inundation of normally dry land by water overflowing the normal confines of any natural or artificial water course, lake, reservoir, canal, dam or river, or the ponding of a normally dry paddock.

**Home computer** means any computer at the **house** and used for domestic purposes.

**Homestay activities** means **your** accommodation of **paying guests** provided that:

- (a) **your** maximum **paying guest** capacity is no more than six persons,
- (b) **your** annual turnover from **paying guests** is not greater than \$30,000, and
- (c) for taxation purposes **you** claim no more than 50% of **your house** for **your** accommodation of **paying guests**.

**Horticulture operations** means **your** normal regular horticultural activities associated with the growing of **your** plants.

**House** means the house that **you** live in at the location shown on the **certificate**.

**Household contents** means furniture, furnishings (including loose carpets), home appliances, household goods, **home computers**, cellphones, sports equipment, **valuable items** and **personal effects** at the **section** that belong to, or are hired or borrowed by:

- (a) **you**, or
- (b) members of **your** family who normally reside with **you**.

It does not include any:

- (i) animal,
- (ii) **motor vehicle** (including spare parts and **accessories**), unless it is a:
  1. motorised garden appliance for home use only,
  2. children's toy that is 50cc or less and has a **present day value** of less than \$3,000, or
  3. battery-driven wheelchair,
- (iii) watercraft (including spare parts and accessories) unless:
  1. it is an aqua plane, kayak, surfboard, water skis or model boat, or
  2. the **present day value** of the watercraft (including motor) is \$1,500 or less,
- (iv) aircraft, aerial or spatial device (including their spare parts and accessories) unless it is a model aircraft or **drone** covered under the Drones and Model Aircraft Additional Benefit.

**Injury** means external or internal bodily injury caused solely and directly by violent, **accidental**, external and visible means.

**Lifestyle block computer** means a **computer** that is used for **your** lifestyle block operations. **Lifestyle block computer** does not include **electronic farming** or **business equipment**.

**Lifestyle block contents**:

- (a) Means:
  - (i) **lifestyle block computer**,
  - (ii) electronic lifestyle block or business equipment,
  - (iii) portable lifestyle block:
    1. plant,
    2. machinery, and
    3. equipment,

- (iv) fixed lifestyle block:
  1. plant,
  2. machinery, and
  3. equipment,
 that is not in or attached to a building,
- (v) lifestyle block stores, and
- (vi) harvested lifestyle block produce, that:
  1. **you** own, or are in **your** care, custody or control, and
  2. are used for:
    - a. **your** lifestyle block operations, or
    - b. **your** lifestyle block operations and some other purpose.

- (b) Excludes:
  - (i) livestock,
  - (ii) deer velvet,
  - (iii) baled hay,
  - (iv) wool,
  - (v) **motor vehicles**,
  - (vi) aircraft,
  - (vii) watercraft,
  - (viii) well or bore shafts,
  - (ix) netting in use,
  - (x) seed, grain or harvested stores intended for sale,
  - (xi) beehives, or
  - (xii) farm milk.

**Loss** means physical:

- (a) loss,
- (b) damage, or
- (c) destruction,

of tangible property during the **period of insurance**.

**Loss of electronic data** means the loss, corruption, destruction, malfunction or unavailability of information or instructions in electronic form including programs, software and other electronic data. This extends to the loss of use, reduction in functionality, or any other associated loss or expense in connection with the loss of such data including data retrieval costs.

**Money** means coins, bank and currency notes, cheques, travellers' cheques, postal notes, money orders, unused postage stamps, redeemable vouchers and tokens, franking machine credits, or Bills of Exchange as defined in the Bills of Exchange Act 1908.

**Motor vehicle** means any type of machine on wheels or tracks that is propelled by its own power. This includes anything that can be towed by the machine and any **accessories** attached to the machine.

**Natural disaster** means earthquake (including earthquake fire), volcanic eruption, tsunami, hydrothermal activity, or **natural landslip**.

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

**Nuclear materials** means:

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

**Paying guest** means a temporary visitor at **your** house who pays **you** for hospitality, meals and/or accommodation for a short term.

**Period of insurance** means the duration of **your** Policy, as shown on the **certificate** (unless the Policy is terminated earlier by **you** or **us**).

**Personal effects** means personal items that are worn or carried, including:
 

- (a) clothing, and
- (b) money.

It does not include any **valuable items**, hearing aids, glasses, prescription sunglasses, dentures, **computers** or cellphones.

**Present day value** means either the:

- (a) market value immediately before the **spoilage** or **loss**, or
- (b) replacement cost less an allowance for age and wear and tear,

as calculated by **us**, using whichever method **we** believe to be appropriate in the case.

# Your Household Contents Policy

## **Section** means:

- (a) the **house**,
- (b) the area within the residential boundary on which the **house** is located which is used only for residential purposes, and
- (c) the area on which domestic structures that connect or provide access to, or service, **your house** at the residential boundary are located, including culverts, bridges, gates, mailboxes, fences, concrete, paved or asphalt driveways and paths, and underground or overhead services.

**Spoilage** means deterioration, putrefaction or contamination that occurs during the **period of insurance**.

**Storm** means violent winds sometimes combined with thunder, heavy falls of rain, hail or snow. Bad weather, or heavy or persistent rain by itself does not constitute a storm.

**Tenant** means someone who is subject to a tenancy agreement and uses and/or occupies **your house** in exchange for the payment of rent to **you**.

## **Terrorism** means:

- (a) the use, threatened use, or preparation for the use, of:
  - (i) force or violence towards any person or group(s) of people,
  - (ii) property damage,
  - (iii) conduct that creates a risk to health and safety, or
  - (iv) interference or disruption with an electronic system,
- (b) by a person or group(s) of people whether acting alone, or on behalf of, or in connection with, any organisation or government:
  - (i) designed to influence, coerce or retaliate against, a government or group of people,
  - (ii) bring about change that aligns with their particular political, religious, ideological, ethnic, economic agenda, and
- (c) extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such conduct.

## **Valuable item** means any:

- (a) watch,
- (b) item of jewellery,
- (c) gold or silver article,
- (d) fur,
- (e) coin/card or stamp collection,
- (f) work of art,
- (g) fragile item, or
- (h) camera and video camera (including spare parts and accessories).

If any item above is part of a collection or set, then valuable item means the collection or set.

**War** means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil, mutiny, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, and extends to activity connected with controlling, preventing or suppressing such conduct.

**We, us, or our** means **FMG**.

**You** and **your** means the person (or persons) shown on the **certificate** as the insured. **You** can also be a company, partnership or other legal entity.



# *Your Household Contents Policy*





*We're easy to contact*

*Call us on*  
**0800 366 466**

*Write to us at*  
PO Box 1943  
Palmerston North 4440

*Email us*  
[contact@fmg.co.nz](mailto:contact@fmg.co.nz)

*Visit our website*  
[www.fmg.co.nz](http://www.fmg.co.nz)

**FMG**  
Advice & Insurance