

Contract Works Policy Wording

Terms of our policy to cover
contract works

Effective on all new policies, items and renewals issued between
1 November 2022 and 31 October 2023



FMG
Advice & Insurance

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We are New Zealand's leading rural insurer,
100% New Zealand owned and protecting
property and livelihood in New Zealand
communities since 1905.**

Contents

| | |
|--|-----------|
| Important information about your FMG policy | 4 |
| Cover for your contract works | 6 |
| Cover for loss of property during construction | 6 |
| Cover for loss of property during maintenance | 6 |
| Automatic benefits for contract works | 6 |
| Materials you supply | 6 |
| Demolition and removal of debris | 6 |
| Professional fees | 6 |
| Increased costs | 7 |
| Reconstruction costs | 7 |
| Optional benefits | 7 |
| Loss by natural disaster during contract works | 7 |
| What we will pay | 7 |
| What loss you are not insured for | 8 |
| Making a claim | 10 |
| What you must do | 10 |
| What you must not do | 10 |
| How we will manage the claim | 11 |
| General conditions of this policy | 12 |
| What you agree to do | 12 |
| How we will manage this policy | 13 |
| How to interpret this policy | 15 |
| Definitions | 15 |

This policy wording describes the Contract Works policy. The policy covers property under construction or when it is being altered or renovated. Covers for materials supplied by the principal, removal of debris, professional fees, increased costs during construction and escalated costs during reconstruction are also available under this policy.

Important information about your FMG policy

Please read and file this document and your policy certificate

Please take the time to read carefully through this policy wording and the accompanying policy certificate. Together, these two documents form your insurance contract with us.

The policy certificate shows what you are covered for

Your policy certificate is particularly important. If there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that prevails.

We are here to help

Under this contract, you and FMG both have responsibilities to ensure everything runs smoothly. Read these documents to find out what they are. If there is anything that you don't understand, please contact us.

Please:

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

We will remind you when your policies need to be renewed

The date that cover ceases is shown on the policy certificate. If your policy is renewable, we will contact you about renewing your insurance just before that date.

We have defined the meanings of some words

In this document, we use italics to show that the words have the meanings given in the definitions section.

We also use the following common terms throughout the document, with the meanings shown:

- **Certificate** means the latest version of your policy certificate issued by us. The certificate contains details of your insurance cover under this policy.
- **FMG** means FMG Insurance Limited as shown on the certificate.
- **Period of insurance** means the duration of your policy, as shown on the certificate (unless the policy is ended earlier by you or us).
- **We, us, or our** means FMG.
- **You** and **your** means the person (or persons) shown on the certificate as the insured in their capacity (and for their respective rights and interests):
 - as a principal or main contractor
 - subcontractor where shown on the certificate.

You can also be a company, partnership or other legal entity.

You must provide information and pay your premium

You agree to give us correct and complete information

We have provided this policy based on the information you have disclosed to us. If you give us information that is incorrect or incomplete, you might not be covered under the policy. You need to tell us:

- all material information before the cover starts, even if we don't specifically ask about it (material information is information that could change our decision if we knew about it)
- straight away if your circumstances change in any way while you are insured with us, both during the period of insurance and at renewal.

You agree to pay your premiums on time

Cover under your policy will not start 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 by the due date, your insurance could be cancelled and you will not be insured.

You agree to the exclusions and obligations detailed in the policy

You are not covered for some items, events, and circumstances. These are called exclusions. Exclusions are detailed throughout the policy.

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 who is entitled to claim under this policy must also meet these conditions and obligations.

We will be fair in the way we provide this cover

We provide the cover listed on the certificate

The policies and benefits we agree to provide are listed on your certificate. This policy wording details the cover that this policy and benefits provide.

We are bound by the Fair Insurance Code

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

We comply with the Privacy Act 2020

We collect personal information about you, your business, or both. We asked you for personal information to fully evaluate and to administer this policy, and we may ask for more if you make a claim or renew the policy. You also authorise us to:

- collect relevant information about you or your business from third parties, such as other insurers and EQC
- disclose information about you in connection with insurance to third parties.

We fully understand the importance of protecting your personal, commercial and financial information. We store your information securely, within our organisation, and will not share it except in compliance with the Privacy Act 2020. You have rights under the Privacy Act 2020 to access and correct the information we hold about you.

For information about how we collect, use and store your personal information, see the full Privacy Statement on our website (www.fmg.co.nz).

We provide a 30-day 'cool off' period

We are confident this policy will be right for you. However, you may cancel this policy within 30 days of the start date if you are not entirely happy, without giving us a reason. We will refund any premium you have paid, provided you do not have a claim during this 30-day period.

This cool off period is not available if the contract works has begun.

We agree to cover contract works

We agree to provide you with the insurance set out in this policy, if 'Contract Works' is shown on your certificate.

We cover your contract works

1. We cover loss to insured property during the construction period

You are insured for *accidental loss* to *contract works* at the *contract site* during the *construction period*.

2. We cover loss to insured property during the maintenance period

You are insured for *accidental loss* to *contract works* during the *maintenance period* that:

- arises out of *contract works* carried out during the *construction period* at the *contract site*
- arises while carrying out work required by the maintenance clause(s) of the *contract*, or
- occurs to property that forms part of the *contract works* that were incomplete, not built, or still being completed after a Practical Completion Certificate was issued.

3. You can choose to cover additional costs

Where a *loss* is covered under clauses 1 and 2 above, you are also insured for these additional costs up to the amounts shown on your certificate.

3.1 We cover materials supplied by the principal

We cover the costs to replace materials and items that the principal has supplied free of charge to the contractor for incorporation in the *contract works* that are not in their final position.

Cover starts once the principal has transferred the care, custody and control of these materials and items to the contractor.

3.2 We cover demolition and removal of debris costs

We cover the costs of:

- demolishing and removing damaged parts of the *contract works* from the *contract site*
- removing debris coming onto the *contract site* because of a *loss* covered under this policy
- demolishing and removing undamaged parts of the *contract works* to enable the *contract works* to be restored or replaced
- shoring up or supporting undamaged parts of the *contract works* to enable the *contract works* to be restored or replaced.

3.3 We cover professional fees

We cover the costs of architects, surveyors, consulting engineers and other fees you incur and that are necessary to reinstate the *contract works* because of a *loss* covered under this policy. This does not include fees for preparing a claim or fee estimates.

3.4 We cover increased costs during construction

If the contract value increases during the period of insurance we cover:

- allowances stated in the *contract* for variations
- fluctuations in the Contract Price as defined in the *contract*
- increases in the cost of labour and materials that are likely to arise during the *construction period*.

3.5 We cover escalation costs during reconstruction

We cover the amount that the costs for reconstruction of the *contract works* exceeds the initial costs, provided that reconstruction is completed without delay.

4. You can choose to add the following optional benefit

This optional benefit only applies if you have purchased it and it is shown on your certificate.

4.1 We cover natural disaster during the construction period

Your *insured property* is insured for *accidental loss* caused by *natural disaster*, provided that this occurs:

- during the construction period, and
- at the contract site.

5. What we will pay

5.1 What we will pay for contract works and materials supplied by the principal

For *contract works* and costs covered under 3.1 above (materials supplied by the principal), we will pay up to the amount shown on the certificate:

- if the property is repairable, the reasonable and necessary costs to repair it to the condition it was in immediately before the *loss*
- if the property is not repairable, the reasonable and necessary costs to replace it with property of a condition equivalent to (but no better or more extensive than) what it was in immediately before the *loss*
- if there is a total *loss*, the value of the property immediately before the *loss* taking into account depreciation for age and use of the property.

5.2 What we will pay for other costs

We will pay the reasonable costs for removing debris, professional fees, increased costs during construction, and escalation during construction, up to the amount shown on the certificate for each item.

5.3 What we will pay for blanket contract works

If the certificate states 'Blanket Contract Works', the maximum amounts we will pay are shown on the certificate.

6. What loss you are not insured for

This section covers specific exclusions.

6.1 You are not insured for natural disaster

This policy does not cover *loss* caused by *natural disaster*, unless covered under optional benefit 4.1 (natural disaster benefit).

6.2 You are not insured for faulty materials or workmanship

This policy does not cover *loss* caused by faulty or defective materials or workmanship. This exclusion only applies to the part of the *contract works* first affected by the *loss*. You are insured for resulting *loss* to other parts of the *contract works*, unless they are otherwise excluded.

6.3 You are not insured for loss due to problems with designs, plans, specifications, procedures or systems

This policy does not cover *loss* caused by or arising out of a fault, defect, error or omission in a design, plan, specification, procedure or system.

6.4 You are not insured for failure, derangement, breakdown or explosion of certain mechanical or electrical items

This policy does not cover *loss* caused by the mechanical or electrical failure, derangement, breakdown or explosion of any mechanical or electrical items incorporated in the *contract works*.

6.5 You are not insured for loss only discovered during a routine inventory

This policy does not cover *loss* discovered only at the time of a routine inventory.

6.6 You are not insured for existing property

This policy does not cover *loss* to any structure or property at the *contract site* before the *contract works* starts.

6.7 You are not insured for money of any sort

This policy does not cover *loss* to cash, bank-notes, treasury-notes, cheques, postal-orders, money-orders, stamps, deeds, bonds, bills of exchange, promissory-notes, or securities.

6.8 You are not insured for some deterioration or certain other actions

This policy does not cover *loss* caused by wasting, wearing away, scratching, abrasion, discolouration, staining, corrosion, erosion, delamination, or gradual deterioration, including that due to atmospheric conditions.

6.9 You are not insured for upkeep and routine maintenance

This policy does not cover the cost of normal upkeep or the routine making good of the *insured property*.

6.10 You are not insured for loss caused by a cessation of work

This policy does not cover *loss* directly caused by the cessation of work.

6.11 You are not insured for aircraft, aerial devices, watercraft or associated plant and materials

This policy does not cover *loss* to aircraft, aerial devices, or waterborne vessels and craft. This includes plant and materials carried by, stored in or mounted on them.

6.12 You are not insured for hoists, cranes, vehicles or construction plant

This policy does not cover *loss* to hoists, cranes, other mobile or stationary construction plant, or vehicles of any kind.

6.13 You are not insured for contractors' or employees' property

This policy does not cover *loss* to:

- contractors' and sub-contractors' equipment and tools, hoardings, site offices, huts and encampments, scaffolding, falsework and reusable formwork
- employees' personal effects.

6.14 You are not insured for loss in transit

This policy does not cover loss during transit other than on the *contract site*.

6.15 You are not insured for certain charges

This policy does not cover extra charges for overtime, nightwork, work on public holidays, express delivery or airfreight, unless such charges are reasonable and incurred solely to limit or minimise further *loss* to the *contract works* following a covered event.

6.16 You are not covered for consequential loss

You are not insured for any consequential loss. Things you are not covered for include, but are not limited to:

- penalties
- loss of use of property
- loss resulting from delays
- liquidated damages
- aggravated punitive or exemplary damages.

6.17 You may have to pay an excess

If we accept a claim under one or more of your FMG policies, you are not insured for the amount of any excess on the certificate.

6.18 You are not covered for confiscation, nuclear materials, terrorism or war

You are not insured under this policy for loss in any way connected with:

- *confiscation*
- *nuclear materials*
- *terrorism*
- *war*.

6.19 You are not covered for the loss of electronic data

You are not insured for *loss* in any way connected with the *loss of electronic data* unless this is a direct consequence of a loss insured under this policy. This exclusion does not apply to *loss* to other *insured property* that directly results from a *loss of electronic data*.

Making a claim

The conditions in this section are important. You must meet all conditions before we will accept a claim under your policy with us.

7. What you must do

7.1 As soon as you know you are likely to make a claim

You must let us know immediately if anything happens that is likely to lead to a claim.

You must take reasonable steps to minimise the claim and avoid any further claim.

Once you have notified us, you may carry out minor repairs or make good any minor damage. In all other cases you must give us the opportunity to inspect the loss before undertaking any repairs or alterations.

However, you may proceed with repairs or replacement if our inspection is not carried out in a reasonable period of time (having regard to the location of the risk, weather conditions or other relevant factors).

We will not pay for any additional damage to items caused by a failure to repair it without delay.

You must make a complaint to the police if you suspect criminal activity.

7.2 When communicating with us

You must complete our claim form in full if we ask you to do so, and return it to us within 30 days of our request.

You must provide all reasonable information and assistance we require at any time.

You must immediately send us all relevant correspondence and court documentation.

You must authorise us to:

- get personal information about you from you and third parties in connection with your insurance
- disclose personal information about you to third parties in connection with your insurance.

For more information about how we collect, use and store your personal information, see the full Privacy Statement on our website (www.fmg.co.nz).

7.3 When you have other insurance

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

8. What you must not do

8.1 You must not accept liability or settle things yourself

You must not admit you are liable to any party.

You must not say or do anything that prejudices our ability to:

- defend any action against you, or
- take recovery action in your name.

You must not start any remedial action or dispose of any property you intend to claim on without our prior approval.

8.2 You must not make untrue statements

You, and anyone else entitled to claim under this policy, must ensure all statements made to us are true and complete.

If your claim is dishonest or fraudulent in any way, we are entitled to:

- decline your claim in whole or in part
- bring this policy to an end from the date of the dishonest or fraudulent act
- bring all other insurance you have with us to an end from the date of the dishonest or fraudulent act.

We may also notify the police, the Serious Fraud Office, or both.

9. How we will manage the claim

9.1 If two or more excesses apply, you need to pay the higher excess

If an *event* is covered under more than one of your FMG policies, you will have to pay only one excess. This will be the highest excess we can apply under those policies.

9.2 We will only pay the difference between another insurance and this one

You must immediately let us know if you have other insurance covering the risks covered under this policy.

We will only pay over and above the limit payable under that other insurance.

9.3 We may make progress payments

We will, at our option, make regular progress payments for your claim, provided that:

- you provide us with proof of your insured *loss*, and
- if the combined progress payments exceed the total amount of the *loss*, you must immediately refund us the difference between these amounts.

9.4 We may recover costs from those responsible for the loss

If we accept any part of your claim, we may exercise any legal rights you have to recover amounts from the persons responsible for the *loss*. Any recovery will be at our cost.

If we do this, you must co-operate and give us any help we ask for. If you refuse, you may have to repay the money we paid you.

If we succeed in recovering any money from the persons responsible, we will refund your excess. We will pay to you any remaining money recovered after deducting:

- our recovery costs, and
- the money we have paid you.

If you recover any lost or stolen property claimed under this policy:

- you must hand this over to us, and
- we are entitled to keep the property and any proceeds from its sale.

If you receive any reparations for any property on which you have made a claim under this policy, you must immediately reimburse us from these reparations up to the amount of any claim payments we have made to you.

9.5 We can choose whether or not to salvage

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.

You cannot abandon any property to us.

General conditions of this policy

The following conditions apply to the whole policy, and cover what you agree to do, how we manage the policy, and how the policy will be interpreted.

10. What you agree to do

These conditions must all be met before we will accept a claim under this policy.

10.1 You must comply with all terms of this policy

You, and anyone else entitled to claim under this policy, must comply with all the terms of the policy before we will meet any claim under it. You must tell the truth at all times.

10.2 You must tell us immediately if anything changes

After this policy starts, you must notify us immediately of any change in circumstances you are aware of that affects any risks insured under this policy, whether by increasing or altering them. Once you have done so, we may change the premium and terms of cover, at our discretion.

If you fail to let us know about any change in circumstances, we may (from the date of the failure):

- refuse to meet any claim or part of it
- cancel this policy.

10.3 You are not insured if you stop work for more than 30 days

If you stop work on the *contract site* for more than 30 days in a row, for any reason, cover under this policy is suspended unless we agree otherwise.

10.4 You must take reasonable care

You must take reasonable care, at your own expense, to avoid and minimise *loss* or damage to the *insured property* under this policy, and liability to others.

This includes all of the following:

- complying with all relevant laws
- complying with all manufacturer's recommendations
- employing competent employees
- maintaining and operating all security protection equipment, and all fire protection and extinguishment equipment, at all relevant times
- having adequate first aid and fire fighting equipment and extinguishing agents of sufficient capacity always available at the *contract site* and ready for immediate use and a sufficient number of *employees* at the *contract site* fully trained in the use of such equipment and available for immediate action during working hours where a deficiency, defect or danger is identified by us,
- complying with all our reasonable directions to prevent *loss*
- taking all reasonable steps to comply with the conditions and specifications under the *contract* related to the methods, procedures, systems and/or sequences of work.

We will not pay any claim if you have been reckless or grossly irresponsible.

10.5 You must pay your premiums on time

Cover under this policy will begin when you have paid, or have agreed to pay, the premium for the period of insurance (including any government charges).

If we have agreed that you can pay your premium in instalments, cover under this policy will begin when you have paid, or have agreed to pay, the first instalment (including any government charges), due under this agreement.

You must pay your premiums by the due date.

If you suffer a total loss:

- we will not settle your claim:
 - until the full annual premium is paid, or
 - if you are paying your premium by instalments, until the balance of the full annual premium is paid, and
- we may deduct any outstanding annual premium from the claim settlement.

10.6 You must seek our written agreement to a transfer of interest

No interest in this policy can be transferred or assigned without our written agreement.

11. How we will manage this policy

11.1 How to make changes to this policy

If we agree, you may change this policy by giving us notice of the changes.

We may change the terms of this policy at any time by giving you notice at the last known address we have for you. The changes we make will take effect 30 days after the day we send or deliver the notice to you.

11.2 How to cancel this policy

You may cancel this policy at any time by giving notice to us.

We may cancel this policy at any time by giving notice to you at the last known address we have for you. Your policy will be cancelled 30 calendar days after the day we send or deliver the notice to you.

If you have made a claim and we have paid the full amount under:

- the policy, we will cancel the policy
- an item, we will cancel the item
- an optional benefit, we will cancel the optional benefit.

In all three cases, the cancellation will be from the date of loss.

11.3 Special conditions when people are insured jointly

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 insured persons.

The most we will 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.

We may choose to pay any claim to any insured person or entity named on the certificate. This will discharge our obligation to pay the claim in full.

11.4 We will add Goods and Services Tax where applicable

Where we are able to recover GST under the Goods and Services Tax Act 1985:

- all amounts insured exclude GST (unless otherwise shown on the certificate), and
- GST will be added, where applicable, to claim payments.

All excesses include GST.

11.5 We can inspect the property

We are entitled to inspect the property insured, at any reasonable time. You must provide any information we reasonably require in connection with that property.

When we inspect the property or provide an inspection report, we are not determining or warranting the safety of any operation, property, or premises. We are also not confirming that these are covered by a policy.

11.6 We will reinstate the amount you are insured for after a loss

If your policy, item or optional benefit is cancelled under clause 11.2 above (how to cancel this policy) because we have paid the full amount under it, we will automatically reinstate the amount of cover you had from the date of *loss*, provided you agree to pay any additional premium required.

11.7 We can give information and make payments to interested parties

If you advise us of a party holding a financial interest over the property insured under this policy, all of the following apply:

- we note that interest, but the party is not directly insured under this policy
- you authorise us to disclose personal information about you to that party in connection with this policy
- we may make a claim payment directly to that party up to the limit of its interest.

If we make such a payment, we have met our obligations to you under this policy for that amount.

11.8 This policy covers events and property in New Zealand only

This policy covers your insured property while it is in New Zealand. However, if another location is shown on the certificate, you will also be covered in that location.

How to interpret this policy

12.1 Words in italics have a specific meaning

Words which appear in italics must be interpreted using their defined meaning stated in the definitions section.

12.2 We use New Zealand currency

All monetary amounts referred to in this policy are expressed and payable in New Zealand dollars.

12.3 The law of New Zealand governs this policy

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

12.4 'Acts of Parliament' include amendments and regulations

Any Acts of Parliament referred to in this policy include any:

- amendments or statutory regulations made under them, and
- Acts or regulations made in substitution for the original Acts or regulations.

12.5 Headings are for ease of reading

The headings in this document are merely there to make it easier to read. They do not form part of the policy and are not to be used in interpreting it.

Definitions

The following definitions apply to your policy.

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.

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

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

Construction period means the period starting on the date shown on the certificate and finishing when one of the following occurs:

- Practical Completion of the *contract works* (except for minor omissions and defects which do not prevent the *contract works* from reasonably being used for its intended purpose)
- for any portion of *contract works*, when it is taken over or taken into use (whichever is the earlier) by the purchaser or principal
- for any project where there is no agreement to purchase, when 95% of the Contract Price in the contract is expended on the *contract works* or at 4pm on the day the project is available to be viewed
- the end date for the Contract Period shown on the certificate
- a Code Compliance Certificate is issued.

The construction period may be extended beyond the date shown on the certificate for the purpose of completing the *contract works*, provided we agree to this before expiry and you agree to pay any additional premium required.

Contract means the contract between the relevant parties to perform the *contract works*.

Contract site means the location referred to in the *contract* where the *contract works* will be completed.

Contract works means the whole of the works, whether permanent or temporary. This includes all materials incorporated or yet to be incorporated in the works that belong to you or that are in your care, custody or control while at the *contract site* (as described on the certificate).

Event means either a single *loss* or series of *losses* that have the same cause.

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

Insured property means the *contract works* and any other property shown on the certificate.

Loss means physical:

- loss,
- damage, or
- destruction.

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

Maintenance period means the period starting at the end of the *construction period* and finishing at the end of the period shown on the certificate for the 'Maintenance Period'.

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 of these) of ground-forming materials composed of natural rock, soil, artificial fill or a combination of such materials that, before movement, formed an integral part of the ground. Natural landslip does not include the movement of ground due to subsidence below ground, soil expansion, soil shrinkage, soil compaction, or erosion (the wearing away of rocks, soil and the like by action of water, ice or wind).

Nuclear materials means:

- ionising radiation or contamination by radioactivity from:
 - any nuclear fuel
 - any nuclear waste
 - the combustion or fission of nuclear fuel, or
- nuclear weapons material.

Terrorism means a particular type of use, threatened use, or preparation for the use, of:

- force or violence towards any person or group(s) of people,
- property damage,
- conduct that creates a risk to health and safety, or
- interference or disruption with an electronic system.

What makes it terrorism is that these are actions by a person, group or groups (whether acting alone, or on behalf of, or in connection with, any organisation or government):

- designed to influence, coerce or retaliate against, a government or group of people, or
- to bring about change that aligns with the person or group's particular political, religious, ideological, ethnic or economic agenda.

Our definition of 'caused by terrorism' extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such actions.

War means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, 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.

Notes

Tell us what you think about us and our service

Your feedback helps 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 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 would like to know about it so we can congratulate our team—so please let us know.

How you can contact us



Call us on 0800 366 466



Contact your local FMG manager



FMG Connect - our online service www.fmg.co.nz/connect



Visit our website www.fmg.co.nz



Email us at contact@fmg.co.nz



Write to us PO Box 1943, Palmerston North 4440, New Zealand



Fax us on 0800 366 455



We're easy to contact



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