

Household Contents Policy Wording

Terms of our policy to cover
household contents

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



FMG
Advice & Insurance

**Thank you for choosing to insure with FMG.
We are New Zealand's leading rural insurer,
100% New Zealand owned and protecting
property and livelihood in New Zealand
communities since 1905.**

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This policy wording describes the Household Contents policy. The policy covers you and your family's personal contents while at home or out and about. This policy also covers you and your family member's liability.

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.

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 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. 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 in 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.

We agree to cover your household contents and liability

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

We cover your household contents (Section 1 of this policy) and liability (Section 2 of this policy).

Section 1 – We cover your household contents

1. We cover your belongings and household contents in New Zealand

1.1 We cover your household contents at and away from the house

Your *household contents* are insured for *accidental loss* while they are at the *house*.

If you are permanently moving to another house, your *household contents* are insured for *accidental loss* while they are at that house, provided that you tell us within 14 days of beginning your move.

Your *household contents* are also insured for *accidental loss* anywhere in New Zealand (including in transit within New Zealand) if:

- they are temporarily removed from the *house* (for no more than 90 days)
- they have been removed from the *house* for repair or for sale.

You are also insured for *accidental loss* to *household contents* you have newly purchased that are at the retailer's premises or on their way to the *house*.

1.2 Some items of household contents have limited cover

Your cell phones and *home computers* are limited to *present-day value* if they are more than three years old.

Your *personal effects* are limited to *present-day value*.

Your cell phones, *home computers*, *valuable items*, sports and recreational equipment, hearing aids, prescription sunglasses, glasses and dentures have limited cover.

We will pay the reasonable costs to either repair or replace (whichever is less) your cell phones, *home computers*, *valuable items*, sports and recreational equipment, hearing aids, prescription sunglasses, glasses and dentures.

We will pay up to:

- \$5,000 for each unspecified item, or
- the amount shown on the certificate for that item if the item is specified.

We will not pay for the cost of ear, eye or dental examinations or tests.

One pair of hearing aids or dentures counts as one item under this cover.

Your lost money is covered, up to a maximum of \$1,000 for any one event.

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.

2. All covers include automatic benefits

You are automatically insured under this section for the following benefits.

2.1 We cover your belongings that normally travel with you

Your *personal effects*, cell phones, *home computers*, *valuable items* and sports and recreational equipment are insured for *accidental loss* anywhere in New Zealand, including in transit within New Zealand.

2.2 We cover other contents

The following are also insured for *accidental loss*:

Your *business contents* are insured while they are at the *house* or while temporarily removed from that *house*.

The maximum we will pay for *business contents* for any *one event* is:

- \$5,000 while they are at the *house*
- \$1,500 while they are temporarily removed from the *house*

Your *contents* permanently kept at your holiday house, a house you are renting to another person, or any other house you own, at the location shown on the certificate.

We will pay a maximum of \$10,000 for any *one event* for your family member's *household contents*, where that *household contents* is either:

- stored at the house, or
- kept at a boarding school, tertiary hall of residence, or private house your children are boarding at

While they are studying and living away from home.

2.3 We cover your low powered electric e-bikes, e-scooters, wheelchairs, mobility scooters and children's toys

Your electric e-bikes, e-scooters, electric wheelchairs and electric mobility scooters are insured for *accidental loss*, provided that:

- Your electric e-bike, e-scooter, electric wheelchair or electric mobility scooter is classed as either a mobility device or not a motor vehicle by a notice issued by the New Zealand Transport Agency under S168A of the Land Transport Act 1998.

For your electric e-bikes and e-scooters, we will pay up to \$5,000 for each unspecified item, or up to the amount shown on the certificate if the item is specified.

For your electric wheelchairs and electric mobility scooters, we will pay up to the amount shown on the certificate for any one event

Your motorised children's toy is insured for *accidental loss*, provided that:

- It is 50cc or under, and
- it has a replacement value of \$3,000 or less.

2.4 We provide limited cover for watercraft

Your watercraft listed below are covered for *accidental loss*.

- aquaplanes,
- kayaks,
- surfboards,
- water skis,
- model boats,
- and kontikis.

Section 1 - We cover your household contents

We will pay up to \$5,000 for each unspecified item, or up to the amount shown on the certificate if the item is specified.

All other watercraft (including spare parts and accessories) are only covered if they have a replacement value of \$1,500 or less, unless they are specified on the certificate.

We will pay up to \$1,500 for each unspecified item, or up to the amount shown on the certificate if the item is specified.

2.5 We provide limited cover for gradual damage

Your *contents* are insured for gradual damage that occurs during the period of insurance and is caused by:

- leaking from any internal water tank, internal water pipe, or waste disposal pipe
- 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 only covered if you:

- minimise the damage, and
- prevent any further damage as soon as it is discovered.

We will pay the reasonable cost to repair the damage.

We will not pay for the costs of locating or repairing the leak.

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

2.6 We cover hearing aids, glasses, and dentures

You are insured for *accidental loss* of hearing aids, prescription sunglasses and glasses, and dentures that belong to, or are borrowed or hired by, you or a member of your family who normally lives with you.

We will not pay for the cost of ear, eye or dental examinations or tests.

One pair of hearing aids or dentures counts as one item under this benefit.

2.7 We cover the cost of restoring matching pairs or sets

If we have accepted a claim under this policy for *loss of household contents* or *lifestyle block contents*, and the lost or damaged item forms part of a pair or set with undamaged items, we will pay to:

- repair the damaged part of the pair or set,
- replace the damaged part with a replacement that matches the other parts of the pair or set, or
- replace the entire pair or set if a matching replacement cannot be found.

This benefit does not extend to collections.

2.8 We cover the replacement cost of locks and keys

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) to the *house* if you have reasonable grounds to believe:

- they are lost, damaged or stolen,
- they have been duplicated without your consent,
- someone else has found out the combination of an electronic key pad for an external door.

You do not have to pay any excess for this benefit.

2.9 We cover frozen or perishable food

You are insured if a change in artificially controlled temperature or atmosphere in your freezer or refrigerator causes *accidental loss* to frozen or perishable food.

We will pay up to \$3,000 for any one *event*.

2.10 We cover personal effects while on holiday in Australia

Your *personal effects*, cellphones, *home computers*, *valuable items*, hearing aids, glasses, prescription glasses, dentures and sports equipment are insured for *accidental loss* while you are on holiday in Australia, including in transit.

For this cover to apply the loss must be suffered within 30 days of leaving New Zealand.

2.11 We cover loss in transit

If you are permanently moving to another house, your *contents* are insured for *accidental loss* while they are in transit between your current *house* and your new house.

Cover starts when your *contents* are removed from the house and ends when they arrive at the new location. This includes while these contents are being loaded onto and unloaded from the means of conveyance.

The following exclusions do not apply to cover under this benefit:

- Clause 5.6 (wear and tear) unless the claim is for a *valuable item*
- Clause 5.11 (permanent removal)

Unless agreed prior, the most we will pay under this benefit is the lesser of:

- The applicable cover under clause 2 (All covers include automatic benefits)
- The applicable cover under clause 4 (what we will pay) section of this policy, or
- \$5,000 per item, collection or set.

2.12 We cover additional costs for temporary accommodation after loss

If we agree the *house* cannot be lived in because of *accidental loss* and you were living in that *house* at the time of that *loss*, we will pay the reasonable additional costs you incur for:

- your temporary accommodation
- moving your *contents* to and from your temporary accommodation
- storage and moving your *contents* to and from a secure storage area, while you are in temporary accommodation
- boarding your domestic cats and dogs that normally stay with you at the *house*.

We will cover the costs you incur up until whichever of the following occurs first:

- the end of the period reasonably required to make the *house* you live in habitable
- the time repairs are completed
- the time the claim on the house you live in has been settled

We will pay up to \$30,000 for any one *event*.

We will also pay the reasonable veterinary fees you incur if your domestic cats or dogs are injured as a result of this *accidental loss*, up to \$500 for any one *event*.

If we settle your claim on the *house* you live in under clause 5.7 (cash settlement) of your FMG Home policy, we will pay the reasonable cost of temporary accommodation for the reasonably estimated period required to rebuild or repair your *house* to a habitable state.

2.13 We cover loss caused by natural disaster

Your *contents* are insured for *accidental loss* caused by *natural disaster*, as are your *lifestyle block contents* if this cover is taken.

Your *lifestyle block contents* is covered up to \$5,000 for any one event.

2.14 We cover an emergency advance

If your *contents* are totally destroyed, we will pay you a \$5,000 advance within 48 hours of accepting your claim. We will deduct the \$5,000 advance from the settlement of your claim.

2.15 We cover the cost of removing damaged contents from the house

After a *loss* covered by this policy, we will pay the reasonable costs of removing from the house (provided you first gain our consent):

- damaged *contents*
- damaged *lifestyle block contents*, if you have purchased optional benefit 3.1 (lifestyle block contents).

We will pay up to the amount shown on the certificate for any one event.

2.16 We cover death or permanent injury

We cover you for death or permanent injury resulting from a fire or intruder in the *house* provided it is connected to an accepted claim covered by this policy.

We will pay:

- \$5,000 to your estate if you die within 3 calendar months of the *event*
- \$5,000 to you if you suffer total and permanent loss of:
 - the sight of both eyes
 - the use of both hands, or
 - the use of both feet.
- \$2,500 to you if you suffer total and permanent loss of:
 - the sight of one eye
 - the use of one hand, or
 - the use of one foot.

We will pay up to \$10,000 for any one event.

2.17 We cover gifts and presents temporarily stored at home

You are insured for *accidental loss* of gifts and presents that belong to you or your family members and are temporarily stored at the *house*.

We will pay the lesser of:

- Any applicable limit outlined in clause 2 (All covers include automatic benefits) or,
- The applicable limit outlined in clause 4 (What we will pay).

2.18 We cover employees' personal effects

You are insured for *accidental loss* of your *employees' personal effects*, excluding tools, if this loss is connected to their employment with you.

You can only claim under this benefit if the loss is not insured under any other policy of insurance.

We will pay the *present-day value* of the employees' personal effects.

We will pay up to \$5,000 for any one event.

2.19 We provide limited cover for fraudulent use of your debit cards and credit cards

You are insured if a person not related to you fraudulently uses your debit card or credit card during the period of insurance, provided you:

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

We will pay up to \$1,000 for any one event.

2.20 We cover online purchases

You are insured for *accidental loss* of any good bought through the internet, provided you cannot recover that loss from any other source.

We will pay up to \$1,000 for any one event.

2.21 We cover theft by paying guests

You are insured if *paying guests* at the house steal your *contents* during the period of insurance.

We will pay up to \$5,000 for any one event.

2.22 We provide limited cover for replenishment costs

You are insured for the reasonable costs of replenishing your fire-fighting equipment after it has been used to protect your *contents* from a *loss* covered by this policy.

We will pay up to \$5,000 for any one event.

2.23 We cover rewards

You are insured for any reward payments you make provided these are offered both:

- to protect or recover your *contents*
- with our consent.

We will pay up to \$5,000 for any one reward.

2.24 We cover drones and model aircraft

You are insured for *accidental loss* of your *drone* or model aircraft, provided that the use complies with the Civil Aviation Authority of New Zealand rules.

We will pay up to \$5,000 or any higher amount shown on your certificate for any one event.

2.25 We cover loss from terrorism

Your *contents* are insured for *accidental loss* (but not related costs or expenses) caused by *terrorism*.

However, these contents are not insured for *loss* connected in any way with *terrorism* that involves nuclear, biological or chemical weapons, substances or contamination.

For any one event, we will pay the lowest of the following:

- the amount shown on the certificate
- \$1,000,000.

3. 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.

3.1 We cover lifestyle block contents

You are insured for *accidental loss* to your *lifestyle block contents*.

We will pay the reasonable cost to repair or replace *lifestyle block contents* as nearly as practicable to the condition they were in when new, up to \$5,000 for any one event.

We will only pay to repair or replace the part of the *lifestyle block contents* that has been damaged.

4. What we will pay

What we will pay depends on:

- which of the two types of cover you have: Nominated Replacement or Present-Day Value (clauses 4.1 and 4.2),
- whether an Automatic or Optional Benefit refers to a specific limit.

The maximum we will pay:

- The most we will pay for accidental loss to your household contents due to any one event under Section 1 of the policy is the amount shown on the certificate.
- Where an Automatic Benefit or Optional Benefit refers to a specific limit, that is the maximum amount we will pay for that benefit.

4.1 What we will pay if you have insured for Nominated Replacement

If the certificate shows that your *contents* are insured for Nominated Replacement, we will pay the reasonable cost to either:

- repair them as nearly as practicable to the condition they were in when new
- if they cannot be repaired, replace them.
- If you choose not to repair or replace them, we will pay their present-day value.

We will pay the replacement value of your household contents (except for the items listed below), regardless of their age.

We will pay market value for the following (unless they are specified on the certificate as being insured for Nominated Replacement):

- *Home Computers* and cell phones over three years old
- *Employee personal effects*
- *Household goods*
- *Personal Effects*

Unless your *contents* or *lifestyle block contents* are covered under automatic benefit 2.6 (pairs and sets), we will only pay to repair or replace the part of them that has been damaged.

The amount we will pay is subject to the limits as set out in clauses 2.1 to 2.24 (Automatic benefits) and 3.1 (Optional benefits).

This maximum does not apply to optional benefit 3.1 (lifestyle block contents) and automatic benefits 2.8 (locks and keys), 2.11 (temporary accommodation), 2.15 (death or permanent injury), 2.21 (replenishment costs) and 2.22 (rewards) if taken.

4.2 What we will pay if you have insured for Present-Day Value

If the certificate shows that your *contents* are insured for Present-Day Value, we will pay the lowest of the following:

- the reasonable cost to repair or replace them as nearly as practicable to the condition they were in before the *loss*
- their *present-day value*.

Unless your *contents* or *lifestyle block contents* are covered under automatic benefit 2.6 (pairs and sets), we will only pay to repair or replace the part of them that has been damaged.

The most we will pay for loss of or damage to your *household contents* due to any one event under Section 1 of the policy is the amount shown on the certificate.

This maximum does not apply to optional benefit 3.1 (lifestyle block contents) and automatic benefits 2.8 (locks and keys), 2.12 (temporary accommodation), 2.16 (death or permanent injury), 2.22 (replenishment costs) and 2.23 (rewards) if taken.

5. What loss you are not insured for

This section contains specific exclusions for the household contents part of the policy. The general exclusions, starting on page 18, also apply.

5.1 Your contents are not insured for some deterioration, breakdown or certain other actions

Your *contents* and *lifestyle block contents* are not insured for *loss* connected in any way with:

- normal maintenance, wear and tear, slowly developing deformation or distortion
- mildew, mould, rot, rust, corrosion or gradual damage, unless covered under automatic benefit 2.1 (gradual damage)
- action of micro-organisms, rodents, insects or vermin (except possums)
- action of light
- mechanical, electrical or electronic breakdown, unless caused by the use of incorrect fuel or unless burning out occurs
- changes in artificially controlled temperature or atmosphere unless covered under automatic benefit 2.5 (frozen or perishable foods)

These exclusions apply only to your *contents* or *lifestyle block contents* first affected by the *loss*. You are insured for resulting *loss* to other parts of your *contents* or *lifestyle block contents* provided you have taken optional benefit 3.1 (lifestyle block contents), unless otherwise excluded.

5.2 Your contents are not insured for faults or defects in any materials, work or design

Your *contents* and *lifestyle block contents* are not insured for *loss* connected in any way with:

- the inherent nature of the property
- an inherent defect or fault
- defective workmanship, materials or design.

These exclusions apply only to your *contents* or *lifestyle block contents* first affected by the *loss*. You are insured for resulting *loss* to other parts of your *contents* or *lifestyle block contents* provided you have taken optional benefit 3.1 (lifestyle block contents), unless otherwise excluded.

5.3 Your contents are not insured for loss from water damage during building work

Your *contents* and *lifestyle block contents* are not insured for *loss* connected in any way with 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.

5.4 Your contents are not insured for loss from land damage or subterranean fire

Your *contents* and *lifestyle block contents* are not insured for *loss* connected in any way with:

- settlement, shrinkage or expansion of buildings, foundations, walls, pavements, roads, driveways or any other structural improvement
- subsidence, shrinkage, swelling or erosion, of land
- subterranean fire.

5.5 Your contents are not insured for certain losses by visitors or residents

Your *contents* and *lifestyle block contents* are not insured for theft, or malicious or deliberate damage (except fire and explosion) by anyone staying at that house and their guests.

However, this exclusion will not apply for theft covered under automatic benefit 2.20 (theft by paying guests).

5.6 Your contents are not insured for denting, marring or scratching

Your *contents* and *lifestyle block contents* are not insured for denting, marring, or scratching.

5.7 Your contents are not insured for loss due to certain activities

Your *contents* and *lifestyle block contents* are not insured for *loss* connected in any way with:

- pollution or contamination (including land contamination)
- cleaning, repairing or restoring
- repairs or alterations to the *house* that involve removing support
- lifting or shifting the *house*.

These exclusions apply only to your *contents* or *lifestyle block contents* first affected by the *loss*. You are insured for resulting *loss* to other parts of your *contents* or *lifestyle block contents* provided you have taken optional benefit 3.1 (lifestyle block contents), unless otherwise excluded.

5.8 You are not insured for replacing some matching items

You are not insured for the cost of replacing your *contents*, floor or window coverings in rooms other than those where *loss* has occurred unless covered under automatic benefit 2.6 (pairs and sets).

5.9 Your unsecured bicycles are not insured if away from the section

Your unattended bicycles are not insured if stolen while away from the *section* unless they were secured by a chain or other locking device at the time of the theft.

5.10 Recreational equipment used for business is not insured

You are not insured for *accidental loss* to sports and recreation equipment or bicycles while in use for business or professional purposes.

5.11 Your contents are not insured while being permanently removed

Your *contents* (excluding *personal effects*) are not insured while they are being permanently removed from the *house* to another location unless covered under 1.1 (we cover your household contents at and away from the house) or automatic benefit 2.10 (transit).

5.12 Your contents are not insured for natural disaster damage

Your *contents* and *lifestyle block contents* are not insured for *natural disaster* damage, unless covered under automatic benefit 2.12 (natural disaster).

Section 2 – We cover your legal liability

For the purpose of this section (liability), ‘you’ extends to members of your family who normally live with you, including your children while studying at a boarding school or tertiary institution and living in halls of residence or private board. These people are subject to the same terms of cover that apply to you.

6. We cover your legal liability for loss and bodily injury, and legal defence costs

6.1 You are insured for your legal liability for injury to others and loss of their property

You are insured for your legal liability for both:

- *accidental bodily injury* to any other person
- *accidental loss* to the property of others.

Your policy covers such liability if the accident occurs during the period of insurance.

6.2 You are insured for legal defence costs

If we have accepted a claim under the liability part (section 2) of this policy, you are also insured for your reasonable legal defence costs.

7. The cover also includes automatic benefits

Your insurance for legal liability and legal defence costs automatically includes the following benefits.

7.1 We cover you for legal liability as a tenant

You are insured for your legal liability for *accidental loss* to the *house* you are renting but do not own during the period of insurance.

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

7.2 We cover your legal liability for pollution or contamination

You are insured for your legal liability for costs you incur for a *loss* due to pollution or contamination provided it:

- occurs at the *section* during the period of insurance, and
- is caused by an *accident* during the same period of insurance.

8. What we will pay

Where a benefit refers to a specific limit that is the maximum amount we will pay for that benefit.

The maximum we will pay in total under the liability part of this policy (section 2) for any one *event* is \$1,000,000.

If both you and another person or people are entitled to cover as a result of the same *event*, we will pay for your legal liability first.

9. What liability you are not insured for

This section contains specific exclusions for the liability section of this policy. The general exclusions, starting on page 18, also apply.

9.1 You are not insured for your legal liability for loss to your property or property in your care or control

Unless covered under automatic benefit 7.1 (tenant's liability), this policy does not cover your legal liability for loss of property that you either:

- own, or
- have under your care or control.

9.2 You are not insured for your legal liability for bodily injury to people living at the house or employees

This policy does not cover your legal liability for *bodily injury*:

- to anyone living at the *house*, or
- your *employees*.

9.3 You are not insured for your legal liability connected with your business, trade or profession

This policy does not cover your legal liability connected in any way with your business, trade or profession (other than your *homestay activities*).

9.4 You are not insured for your legal liability as an owner or user of motor vehicles, aircraft or watercraft

This policy does not cover your legal liability connected in any way with your ownership or use of any:

- *motor vehicle* unless it is:
 - insured under automatic benefit 2.3 (we cover your low powered electric e-bikes, e-scooters, wheelchairs, mobility scooters and children's toys)
 - motorised garden appliance for home use only
- aircraft, including but not limited to *drones* or model aircraft
- any watercraft (including spare parts and accessories) unless:
 - insured under automatic benefit 2.4 (we provided limited cover for watercraft)

9.5 You are not insured for your legal liability for penalties or certain other costs

This policy does not cover your legal liability for any fine, penalty, sentence of reparation, or any punitive or exemplary damages.

9.6 You are not insured if you accept liability when you are not liable

This policy does not cover your legal liability if you have agreed to accept liability where there would otherwise be none unless covered under automatic benefit 7.1 (tenant's liability).

9.7 You are not insured for your legal liability for pollution or contamination

This policy does not cover your legal liability for pollution or contamination (including land contamination and the cost of removal and cleaning up) unless covered under automatic benefit 7.2 (pollution or contamination liability).

10. General exclusions for both your household contents and liability

These exclusions apply to both your household contents (section 1) and liability (section 2).

10.1 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.

10.2 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
- loss of market
- loss resulting from depreciation
- loss of value.

10.3 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*, unless covered under automatic benefit 2.21 (terrorism)
- *war*.

10.4 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*.

10.5 You are not covered for asbestos

You are not insured for *loss* in any way connected with handling, transporting, storing, installing, removing, or otherwise using asbestos or products containing asbestos.

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.

11. What you must do

11.1 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.

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

11.2 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).

11.3 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.

12. What you must not do

12.1 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.

12.2 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.

13. How we will manage the claim

13.1 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.

13.2 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.

13.3 We have the right to act in your name in litigation

If you make a claim under the liability part of this policy section we have the sole right to act in your name and on your behalf in connection with that claim. We can defend, negotiate or settle the claim as we decide, at our expense.

We are entitled to appoint our own lawyers who report to us, and you waive your right to legal professional privilege.

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 have no further liability to you under this policy.

13.4 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.

13.5 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.

13.6 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.

14. What you agree to do

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

14.1 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.

14.2 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.

14.3 You must take reasonable care

You must take reasonable care, at your own expense, to avoid and minimise loss or damage to the property insured 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.

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

14.4 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.

14.5 You must let us know if the house is unoccupied

You must let us know immediately if the *house* is going to be unoccupied for 60 days or more, unless that house is a holiday home (as shown on the certificate).

If the *house* is going to be unoccupied for 60 days or more, you must get us to confirm that your cover will continue.

If you do not let us know, you are not insured for *loss* in any way connected with the *house* being unoccupied.

14.6 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.

15. How we will manage this policy

15.1 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.

15.2 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 cancel this policy we will refund the unexpired portion of your premium from the date of notification
- If we cancel this policy, we will refund the unexpired portion of your premium.

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*.

15.3 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.

15.4 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.

15.5 We can inspect the property

We are entitled to inspect 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, nor are we confirming that these are covered by a policy.

15.6 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.

15.7 This policy covers events and property in New Zealand only

This policy covers:

- your insured property while it is in New Zealand, and
- your liability that arises as a result of an *event* 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

16.1 Words in italics have a specific meaning

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

16.2 We use New Zealand currency

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

16.3 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.

16.4 '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.

16.5 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.

Additional contents means your *household contents* permanently kept at your holiday house, a house you are renting to another person, or any other house 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.

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

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

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.

Contents means

- *household contents*,
- family member's contents, holiday home contents, rental home contents, *business contents* or any other contents as described in automatic benefit 2.2 (We cover other contents)
- Items covered under automatic benefit 2.3 (We cover your low powered electric e-bikes, e-scooters, wheelchairs, mobility scooters and children's toys)
- Items covered under automatic benefit 2.4 (We provide limited cover for watercraft)

but not *lifestyle block contents*.

Defined event means:

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

Burglary means:

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

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.

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

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

Employee means:

- any employee directly employed by you for domestic duties, or
- any employee directly employed by you in, or any principal or director (but only in their capacity as such) of your:
 - *farming operations*
 - your normal regular horticultural activities associated with the growing of your plants, or
 - *homestay activities*.

Event means either:

- a single *loss* or *bodily injury*, or both
- a series of *losses* or *bodily injuries*, or both, that 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*, either:

- stored at the *house*
- kept at a boarding school, tertiary hall of residence, or private house your children are boarding at, while they are studying and living away from home.

Farming operations means your normal regular farming activities including:

- exhibitions and competitions at shows
- using your property for horse or hunt club activities, except horse racing organised by a racing, trotting (or similar) organisation
- distributing farm material from aircraft, except for 1080, 1081, herbicides, fungicides, pesticides or similar poisons or substances
- artificial insemination technician activities
- occasional agricultural or horticultural contracting, excluding the use of explosives.
- your normal regular horticultural activities associated with the growing of your plants.

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

Homestay activities means your accommodation of temporary visitors to the house you live in who pay you for hospitality, meals, accommodation, or any combination of these for a short term (*paying guests*) provided that:

- your maximum paying guest capacity is no more than six people,
- your annual turnover from paying guests is not greater than \$30,000, and
- for taxation purposes, you claim no more than 50% of the *house* you live in for your accommodation of paying guests.

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

Household contents means items at the *section* that you, or members of your family who normally live with you, own, hire, or borrow.

Household contents includes:

- furniture
- furnishings (including loose carpets)
- home appliances
- household goods
- *home computers*
- cellphones
- sports and recreational equipment
- *valuable items*
- *personal effects*.

Household contents excludes:

- animals

- any *motor vehicle* (including spare parts and *motor vehicle accessories*) unless it is a:
 - motorised garden appliance for home use only
- any watercraft (including spare parts and accessories)
- aircraft, aerial or spatial device (including spare parts and accessories) except model aircraft or *drones* covered under automatic benefit 2.23 (drones and model aircraft).

Household goods means your *household contents* that are not furniture, furnishings (including loose carpets), home appliances, sports and recreational equipment, *drones*, or *valuable items*.

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

Lifestyle block contents means the following items that you own or have in your care, custody and control, and that are used for your lifestyle block operations (either solely or in addition to another purpose):

- lifestyle block computer (a *computer* that is used for your lifestyle block operations not including any electronic farming equipment)
- electronic lifestyle block or business equipment
- portable lifestyle block plant, machinery or equipment
- lifestyle block plant, machinery or equipment that is fixed, but not in or attached to a building
- lifestyle block stores and harvested lifestyle block produce

Lifestyle block contents excludes:

- livestock
- deer velvet
- baled hay
- wool
- *motor vehicles*
- aircraft
- watercraft
- well or bore shafts
- netting in use
- seed, grain, or harvested produce intended for sale
- beehives
- farm milk.

Electronic farming equipment means any electronic equipment at the *section* used for your farming operations or business. This excludes motors.

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.

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 *motor vehicle accessories* attached to the machine.

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

- non-standard wheels
- any radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of that vehicle
- any telephone permanently fitted to the vehicle
- any detachable and fixed equipment such as radar detectors, on-board computers, heating units, cooling units, tarpaulins, chains and twitches, bearers and load-securing and lifting equipment or ropes
- signwriting, artwork and the like
- LPG, CNG or other fuel conversion installations
- any car seat covers, or car mats
- any child car seat while in that vehicle and that is not otherwise insured.

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
- nuclear weapons material.

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

Personal effects means personal items that are worn or carried, including clothing and money. It does not include any *valuable items*, hearing aids, glasses, prescription sunglasses, dentures, *computers*, or cellphones.

Present-day value means either the:

- market value immediately before the *loss* or deterioration, putrefaction or contamination, or
- replacement cost less an allowance for age and wear and tear.

The present-day value is the value calculated by us, using whichever method we believe to be appropriate in the case.

Section means:

- the *house*
- the area within the residential boundary on which the *house* is located that is used only for residential purposes, and
- the area where domestic structures that connect or provide access to, or service, the *house* at the residential boundary are located.

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

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.

Valuable item means a:

- watch
- item of jewellery
- gold or silver article
- fur
- coin, card or stamp collection
- work of art
- fragile item
- camera or video camera (including spare parts and accessories).

If any of these are part of a collection or set, then the 'valuable item' means the collection or set as a whole.

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.

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



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