

Personal Insurance Plan MaxiPlan Contents

Welcome to MaxiPlan - for your contents

We would like to make sure you are aware of all your entitlements under this policy, so please read this document carefully. After you have read it, please contact us if you would like further information.

HELP service - emergency assistance

HELP is a 24 hour, 7 day a week emergency assistance service which Vero has negotiated as part of your insurance policy - at no extra cost.

With just one phone call you can sort out all the hassles that arise if you have an accident or disaster - even if no insurance claim is involved. Whatever the problem, ring HELP for practical advice and they'll locate the trades people or services you need. The toll free number is 0800 800 786 and you'll always receive friendly, professional service from specially trained operators.

Ringling HELP costs you nothing. The advice is free, but you will have to pay if you ask for a tradesperson to visit or for other services. Where the services are covered by your policy, you can claim back any bills paid, subject to the policy excess.

How HELP can help you:

Convenience

Instead of looking through the yellow pages for a plumber at 11 o'clock at night, HELP can organise a call out.

Quality

All trades people are approved and monitored. Each call is followed up to ensure you are satisfied with the quality and cost of the service received.

Guaranteed response

Our systems will guarantee that someone will actually arrive.

How do you qualify for HELP?

HELP is automatically provided to all Vero house, contents or private motor vehicle policyholders (but not business cars or motorcycles). HELP is also available to members of your immediate family who live with you.

No matter which policy you have (of those listed above) you can use any of the HELP services provided.

Service available

HELP provides a 24-hour referral to a comprehensive nationwide network of recommended service organisations and trades people.

So if you've got a problem with plumbing, a leaking roof, broken glass, replacement of locks or electrical faults, our operators can provide rapid assistance.

Advice is also available on our claims procedures, including the appointment of assessors and tips on how to minimise damage.

If your car is stolen or involved in an accident you will have several immediate worries:

- transport - a taxi home or to your destination;
- alternative accommodation - if you are away from home;
- call out of a tow truck and where to take your car following an accident;
- urgent message relay to friends and relatives; and
- how to start the claim procedure.

HELP provides free access to a service that will advise and act on all of these concerns.

HELP also offers to arrange a host of other services for you even when no insurance claim is involved:

1. emergency call out service - for problems like flat batteries or keys locked in your car;
2. medical referral service - if you are away and want the name of a recommended local doctor, out of hours;
3. travel support service - rearranging bookings due to an unforeseen event;
4. replacement of personal effects following loss or theft away from home.

Remember, HELP is always available whether you are at home or miles away.

HELP - a valuable addition to your policy from Vero.

Fair Insurance Code

We belong to the Insurance Council of New Zealand and have made a commitment to the Council's Fair Insurance Code.

The Fair Insurance Code requires our company to:

1. provide insurance contracts which are understandable and show the legal rights and obligations of both the insurance company and the policyholder;
2. explain the meaning of legal or technical words or phrases;
3. explain the special meanings of particular words or phrases as they apply in the policy;
4. settle all valid claims fairly and promptly;
5. clearly explain the reason(s) why a claim has been declined;
6. provide policyholders with a written summary of the company's complaints procedure as soon as disputes arise and advise them how to lodge a complaint;
7. advertise the company's complaints procedure and the Insurance and Savings Ombudsman Scheme to policyholders and make these readily available in all branch offices of the company;
8. be financially sound as measured by the Council's solvency test, which means we have reserves equal to at least 20% of our premium income.

30-day money back guarantee

If you are not satisfied with the cover provided by the policy you may return the policy within 30 days of receiving it.

If you have not made any claims during that 30 days you will be given a full refund of any premium paid.

If you have made a claim you will receive a pro-rata refund of premium paid.

Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to you conditional upon you authorising us to place details of any claims made

against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. You also authorise us to obtain from ICR Ltd personal information about you that is (in our view) relevant to this policy or any claim made against it. You have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

DEFINITIONS

Definitions explain words frequently used in the policy. Defined words are shown in this type style.

Accidental and accidentally mean a sudden and unforeseen event causing physical loss or damage that is not intended or expected by *you*.

Contents shall mean anything normally in or around the *home*, belonging to or hired by *you* or in *your* custody or control for which *you* are responsible, not being otherwise insured, but excluding:

- a. mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, wheelchairs and mobility scooters), trailers, caravan, or aircraft including accessories and spare parts attached to any of them;
- b. livestock and pets;
- c. trees, shrubs and plants (other than pot plants);
- d. fixtures and fittings (and their accessories) permanently attached to the *home*;
- e. *contents* used in any way for professional or business purposes.

Home means each dwelling (including residential flat or holiday *home*) within the residential boundaries of the property on which the *home* is situated and includes any part of the *home* used as a *home* office or health care practice.

Indemnity value is the amount needed to put *you* back in the same financial position *you* were in immediately before the loss occurred. This is either:

- a. the *market value* of the *contents* at the time of loss or damage; or
- b. the cost of replacing, repairing or reinstating the *contents* to a condition no better or more extensive than when new, less an allowance for depreciation and wear and tear.

Market value means the reasonable value of the *contents* **immediately** prior to the loss or damage.

Period of cover means the "period" or "period of insurance" specified in the *schedule*.

Premium is the consideration for this contract. This may mean the first *premium* or any subsequent *premium*.

Schedule is the latest current policy *schedule*, expiry notice or insurance renewal issued to *you*.

We, us or *our* means Vero Insurance New Zealand Limited.

You or *your* means the insured person or persons named in the *schedule*, their partner and members of *you* or *your* partner's immediate family permanently residing at the *home*, not being otherwise insured. Partner means a marriage partner, or de facto partner as defined in the Property (Relationships) Act 1976 (or any replacement Act) and any subsequent amendments.

INTRODUCTION

We will provide the cover set out in this policy during the period of cover provided *you* have paid the *premium* and subject to the policy's terms, limits, conditions and exclusions. *Your* insurance contract consists of three parts:

1. this pre-printed policy document;
2. the personalised *schedule* with details of the cover which applies to *you*; and
3. the information in the proposal, application or declaration.

WHAT YOU ARE INSURED FOR

We agree to insure *you* for *accidental* loss or damage to *your contents* anywhere in New Zealand during the *period of cover* with *us*.

WHAT WE WILL PAY

Replacement value, which is the cost of replacement, repair or reinstatement without deduction for wear and tear or depreciation, on all *contents* except:

- clothing,
- shoes,
- records,
- video and/or audio tapes,
- books,
- sports and recreational equipment, other than bicycles,
- swimming and spa pool liners,
- portable (Laptop) computers, or any other

similar portable electronic devices that are more than 12 months old;

for which we will pay the *indemnity value*.

However,

1. If *you* do not want the items repaired or replaced then we will pay *you* only the *indemnity value* of the items or the cost of the repairs whichever is less. However, if jewellery is not replaced or repaired, the maximum amount we will pay is 50% of the replacement value.
2. We will only replace damaged floor coverings, drapes, curtains, or blinds in the room or rooms where the loss or damage occurred.
3. Where the sum insured is less than \$60,000 we will pay the *indemnity value* for *contents* more than 10 years old.
4. If *your home* is let to anyone other than *you* we will only pay *indemnity value*.

Limits

The maximum we will pay for any of the following items is the amount listed below unless:

1. the item is specified in the *schedule* for another amount;
2. *your* sum insured is under \$60,000, in which case the \$3,000 limits below are reduced to \$2,000.

In each case, all the following limits include accessories and ancillary equipment.

- \$3,000 per item of jewellery or watch up to a maximum of \$10,000 in any one claim;
- \$3,000 per portable (Laptop) computer or any other similar portable electronic device;
- \$3,000 per item of photographic and video camera equipment. The camera body and the standard lens is one item. Any extra lens which is not permanently attached to a camera body, or which is designed to be detachable and interchangeable with any suitable camera body is treated as one item;
- \$3,000 in total for any coin or stamp collection;
- \$3,000 for any bicycle;
- \$3,000 for any canoe, kayak, surfboard, surf skis, or windsurfer;
- \$1,500 for any watercraft (other than canoe, kayak, surfboard, surf ski, or windsurfer). Any watercraft that has a *market value* of more than \$1,500 is not covered by this policy;
- \$1,000 for any cellphone;
- \$1,000 in total for unset precious stones, bullion or gold or silver (other than silverware and goldware) or precious metals;
- \$1,000 in total for remote controlled models;
- \$500 in total for all money, negotiable securities, bonus bonds, travellers' cheques or travel tickets;

- \$500 in total for any certificates or documents;
- \$500 in total for motor parts and accessories while detached from any vehicle, including children's car seats;
- \$500 for marine parts and accessories while detached from any boat.

ADDITIONAL BENEFITS -

We will also pay for:

1. Gradual Damage

We will pay for damage to *your contents* resulting from the action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration, caused by water leaking or overflowing from any internal water system, provided that the loss or damage first occurs during the time that *you* occupy the *home*.

An internal water system is any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of the dwelling structure.

Any payment will be limited to \$2,000 for any one event.

2. Home office or Healthcare Practice

Where the combined value of *home* office or healthcare equipment owned by *you* and at *home* is less than \$10,000 in total, we will cover it for up to \$10,000. Any payment under this benefit will be within the *contents* sum insured shown in the *schedule*.

- *Home* office equipment includes: office furniture, computer and peripheral equipment, facsimile machine, photocopier, and stationery;
- Health care equipment includes the above and equipment appropriate to the practice of a legally qualified medical practitioner including dentist.

3. Property used for Trade, Professional or Business use

We will insure *your* tools and other articles used for trade, professional or business use, to a maximum of \$1,000 in total for any one event.

4. Tertiary Accommodation

We will insure the *contents* belonging to *your* children, who are temporarily living away from *home* in accommodation provided by a tertiary educational institution. We will not pay for theft of *your* children's *contents* unless there is actual

forcible and violent entry to the building or room in which the *contents* are kept or theft as a result of actual physical violence or threat to *your* children.

Any payment will be limited to \$5,000 per person, and \$1,000 for any one item unless that item is specified, for any one event.

5. Boarding School

We will insure the *contents* belonging to *your* children temporarily living away from *home* at a Boarding school.

6. Stolen Keys

If any key giving access to the *home* is stolen or believed on reasonable grounds to have been duplicated without proper authority, we will pay the costs reasonably incurred in altering or replacing locks and their keys, or changing the combination number of any electronic keypad. We will also pay the reasonable cost of opening any safe following theft or loss of its key or combination.

Any payment will be limited to \$1,000 for any one event.

7. Gifts

Wedding, Christmas or other special occasion gifts temporarily in the *home* are automatically included as part of *your contents*.

8. Food Spoilage

If *your* refrigerator or freezer in *your home* is *accidentally* damaged, or breaks down, or the power supply is *accidentally* turned off then we will:

1. pay up to \$1,000 to replace any spoiled food;
2. repair any loss or damage caused by the spoiled food.

9. Fusion of Electric Motors

If an electric motor burns out or fuses we will pay replacement value unless it is over 10 years of age when we will only pay *indemnity value*.

We will also pay for:

1. an exchange sealed compressor for motors in a sealed refrigeration or air-conditioning compression unit; and
2. regassing the unit.

10. Credit and Debit Cards

If there is any unauthorised use (other than by *you*) of *your* cards we will pay provided that:

1. *you* have observed the conditions under which the card was issued; and

2. *you* have notified the police and issuing authorities within 24 hours of discovery; and
3. the loss cannot be recovered from any other source.

Any payment will be limited to \$1,000 in total as a result of loss or theft of *your* cards.

11. Misuse of Mobile/Cellular Phones

If *your* mobile/cellular phone is lost or stolen, we will pay the amount attributed to its unauthorised use (other than by *you*) as billed to *you* by *your* network service provider for the 24 hour period immediately following its loss or theft; provided *you* inform *your* network service provider immediately upon discovery of the loss/theft.

Any payment will be limited to \$500 in total as a result of loss or theft of *your* phone.

12. Fatal Injury

If *you* are injured at the *home*, as a result of fire or burglary, and death occurs within 3 months of such injury we will pay \$5,000 for any one event, to the legal representative of the deceased.

13. Authorities Damage

We will pay for damage to *your contents* caused by government or local authorities in order to prevent loss or damage covered by this policy. Any payment will be within the *contents* sum insured shown in the *schedule*.

14. Alternative Accommodation

We will pay reasonable additional costs of temporary accommodation including the boarding of domestic pets and temporary storage of *your contents* incurred by *you* while the *home* is uninhabitable due to loss or damage covered by this policy. We will pay for the period *your home* is uninhabitable.

Any payment will be limited to 12 months or \$25,000 in total if *you* own *your home*. But if *you* are renting the *home* we will pay for one months costs or until *you* find another *home* and purchase enough *contents* to live in it, whichever comes first.

15. Removal of Debris

We will pay the costs of removing the debris of *contents* from the *home* incurred with *our* prior consent. Any payment will be within the *contents* sum insured shown in the *schedule*.

16. Automatic Reinstatement of Cover

We will not reduce cover by the amount of any claim provided *you* pay any additional *premium* that may be required.

17. Inflation Protection

For *your* protection the sum insured will be increased at each renewal in accordance with the estimated increase in consumer costs.

18. Goods and Services Tax - GST

Provided the GST is recoverable by *us*, the sum insured under this policy is exclusive of GST. This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All limits amounts or excesses shown are GST inclusive.

19. Occupiers and Personal Liabilities

We will pay *you* up to a maximum of \$1,000,000, plus legal costs and expenses incurred with *our* consent, for any one event occurring in New Zealand, for *your* legal liability for negligence resulting in *accidental* damage to:

1. property not belonging to *you* or in *your* custody and control; or
2. the *home* when occupied by *you* as a tenant.

But we will not pay for liability arising from:

- a. the ownership of the *home*, its land or any other buildings or land;
- b. the occupation of any premises other than the *home*;
- c. any business profession or employment other than part-time baby-sitting;
- d. the ownership possession or use of any mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, wheelchairs and mobility scooters), trailer, aircraft or watercraft (other than watercraft valued at less than \$1,500) mechanically propelled vehicles;
- e. exemplary or punitive damages.

If *you* have home, contents, motor or boat insurance with *us*, *you* can only claim this benefit under one policy.

20. Forest and Rural Fires Act

We will pay *you* up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with *our* consent) for all sums that *you* shall become legally liable to pay, whether or not damage to property has occurred, in respect of:

1. costs incurred and apportioned by any Fire Authority under the Forest and Rural Fires Act 1977, or any amendments or replacing Act;
2. costs claimed by any other party in order to protect their property from fire.

However, we will not pay you for:

- a. levies for expenditure under Sections 44, 45, 46 and 46A of the Forest and Rural Fires Act 1977;
- b. fines or penalties;
- c. gross negligence or deliberate damage caused by you;
- d. fire intentionally lit by you that does not comply with the Forest and Rural Fires Act 1977 and its amendments or any other statutory or local body requirement governing the lighting of fires.

Any payment made under this additional benefit shall be cumulative on any payment that may be made under the Occupiers' and Personal Liabilities benefit, and in no way will our combined indemnity for this benefit and the Occupiers' and Personal Liabilities benefit exceed \$1,000,000 (plus legal costs and expenses incurred with our consent) for any one event.

If you have home, contents or motor insurance with us, you can only claim this benefit under one policy.

21. Natural Disaster Insurance

We will pay for loss or damage to *your contents*, but limited to the additional natural disaster sum insured shown in the *schedule*, caused by:

- earthquake,
- natural landslip,
- volcanic eruption,
- hydrothermal activity,
- tsunami,
- or fire resulting from any of these

We will pay:

1. the difference between the cost of reinstatement and the amount received by you under the Earthquake Commission Act 1993 and its amendments provided that:
 - a. the Earthquake Commission has accepted liability under the Earthquake Commission Act 1993 for the loss or damage;
 - b. we shall not be liable for any excess imposed by the Earthquake Commission Act 1993; and
 - c. the total amount paid by us with the addition of the amount recoverable from the Earthquake Commission shall not

exceed the amount that would be paid under the policy if the cause of loss was other than natural disaster.

2. for loss or damage to *your contents*, which are not covered by the Earthquake Commission Act 1993; and
3. for alternative accommodation, limited to \$5,000, providing the total physical damage claim is recoverable from the Earthquake Commission and no claim has been made under this policy. In the event that a physical damage claim is admitted under this policy the limit referred to under additional benefits will apply.

The basis for settling claims and all other policy terms and conditions will apply.

EXCLUSIONS - We will not pay for:

1. Any excess

You must contribute the amount shown in the *schedule* as the excess for the first amount of any claim.

If the *home* is let to tenants other than you an additional excess of \$250 applies.

All excesses are cumulative.

Where a single event causes loss or damage to property or items insured by you with us under more than one policy, only one policy excess shall apply. The amount of the excess shall be the highest excess that we could apply under any of the policies affected.

2. We will not pay for:

- a. any loss of use or consequential loss;
- b. any loss of electronic data;
- c. damage to swimming and spa pools caused by hydrostatic pressure.

3. Loss caused by:

- a. mechanical or electrical breakdown or failure unless actual burning out occurs but always excluding lighting or heating elements fuses or protective devices or electrical contacts where arcing occurs in ordinary working; or
 - b. defect in design or inherent fault.
- However this policy will cover any resulting loss or damage provided it is not also excluded.

4. Loss or damage caused by:

- a. wear and tear;
- b. corrosion or rust;

- c. action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration (unless covered under the gradual damage additional benefit);
- d. any other gradually operating cause;
- e. insects or vermin (except opossums);
- f. defect in workmanship or any process of cleaning, renovation, repair or restoration but only in respect of the article or property that has undergone such process;
- g. lifting or moving the *home* or as a result of structural additions or structural alterations to the *home* unless we have been notified and agreed in writing;
- h. vibration or removal of support;
- i. burglary, theft, malicious or deliberate damage (unless the loss or damage results from fire or explosion) by anybody renting, living or staying in *your home*;
- j. earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these (except where cover is provided by the natural disaster insurance additional benefit), subsidence, settling, ground heave, shrinkage or erosion;
- k. theft of outboard motors that are not securely locked to a boat, or stored in a securely locked part of a boat or in a securely locked building.

5. Loss, destruction, damage or liability directly or indirectly caused by:

- a. war, invasion, act of foreign enemy, act of terrorism, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, destruction or acquisition by government or local authorities;
- b. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
- c. any act of terrorism including but not limited to loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive, or nuclear:
 - pollution
 - contamination, or
 - explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

6. Loss of or damage to contents:

- a. permanently removed from the *home*;
- b. removed to any place for sale, storage or exhibition;
- c. during the course of household removal including loading and unloading.

7. Unoccupancy

- a. Any loss or damage if the *home* is unoccupied (which means that no authorised person has slept there overnight), for more than 60 consecutive days unless we have been notified and agreed in writing, or the *home* is occupied as a holiday *home* or weekend *home*.
- b. Any loss or damage to the *contents* while the *home* is unattended if normally used as a holiday *home* or weekend *home* unless:
 - i. the *home* is kept in a tidy condition; and
 - ii. all external doors and windows are kept locked; and
 - iii. all papers and mail are collected regularly;
 - iv. and the *home* is under regular supervision.

- 8. Costs which can be recovered under the provisions of the Injury Prevention, Rehabilitation, and Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

POLICY CONDITIONS

These conditions give *you* information about *your* and *our* obligations arising from this policy.

1. Assignment

You must not assign or attempt to assign this policy or *your* interest in this policy to any other person or party without *our* written consent.

2. Breach of policy terms and conditions

No claim shall be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. However, nothing in this policy affects the common law rights of either party, including the right to avoid the policy for non-disclosure.

3. Cancellation

We may cancel this policy at any time by sending a letter to this effect to *you* at *your* last known postal address. The cancellation will take effect at 4.00 pm on the 7th day after the letter has been sent. We will refund the unused part of *your* paid *premium*. *You* may cancel this policy by giving written notice to *us*. We will refund 80% of the unused part of *your* paid *premium*.

4. Care of insured property

You must take all reasonable steps to prevent loss or damage and maintain the insured *contents* in good repair.

5. Claims

- a. On the happening of any event that may give rise to a claim under this policy *you* must:
 - i. immediately notify *us* of such event ;
 - ii. take all reasonable steps to minimise the extent of loss or damage;
 - iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;
 - iv. obtain *our* consent before proceeding with repairs (other than for replacement or repair of window glass);
 - v. provide all proofs, information and other evidence; and otherwise give all possible assistance that *we* may require; and
 - vi. in the case of loss theft burglary or vandalism advise the Police immediately;
- b. *You* shall not without *our* written consent incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim;
- c. *We* shall be entitled at *our* expense and in *your* name to take any proceedings necessary to obtain relief from any other party and to take over and conduct the defence and settlement of any claim. *You* must provide all reasonable assistance and co-operation.

6. Correctness of statements & fraud

The proposal, application or declaration form is the basis of this contract. All statements made by *you* or on *your* behalf either on the proposal form or otherwise in support of this policy or any claim must be complete and correct in all respects. If any claim under this policy is supported by any incorrect information or statement all benefits will be forfeited.

7. Duty of disclosure/change of circumstances

You must tell *us* everything that may be relevant to the *our* decision to issue, renew or alter the policy and *you* must tell *us* any changes to any circumstances relevant to this policy as soon as *you* know about them.

8. Government EQC cover

Where the policy insures *contents* at more than one named location, for the purposes of the Earthquake Commission Act 1993, each location is deemed to be subject to a separate contract.

9. Instalment premiums

Where *we* have agreed to accept payment of *premium* by instalments:

- a. *we* reserve the right in the event of a claim being made to require immediate payment of the balance of any annual *premium*; and
- b. all benefits under this policy will be forfeited from the date the first unpaid instalment was due and *your* policy automatically cancelled if:
 - i. any three consecutive fortnightly instalments remain unpaid; or
 - ii. any two consecutive monthly instalments remain unpaid; or
 - iii. any quarterly or half yearly payments remain unpaid 14 days after the due date of the instalment.

Where any instalment is overdue and the policy has not been cancelled, all benefits under this policy will be forfeited from the date the first unpaid instalment was due until the date *we* receive all the overdue instalment *premiums*. Any claim proceeds payable to *you* under this policy will be withheld by *us* until *you* have brought all instalments up to date.

10. Joint insureds

Where this policy is issued in joint names, then this policy is a joint policy. This means that if one of *you* does or fails to do anything so that there is no cover, there will be no cover for any of *you*, not just the person responsible.

11. Jurisdiction

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

12. Other insurance

This policy does not cover loss or liability where cover is already provided by other insurance. *We* will not contribute towards any claim under any other policy.

13. Other interests

If *your contents* are mortgaged or secured by any other financial agreement, *we* may make payment for any loss direct to the interested party. This will meet *our* obligations under this policy.