



AIG PRIVATE CLIENT GROUP



Homeowners Insurance Policy Wording



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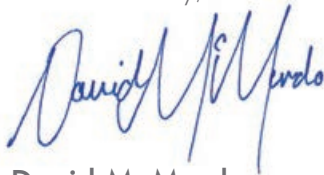
INTRODUCTION

Thank you for choosing us for your personal insurance.

Private Client Group has been established to provide insurance exclusively for individuals and families requiring the highest standard of care for their properties and possessions. The depth of knowledge and experience that we have in New Zealand is complemented by our commitment to exceptional service. Your Private Client Group client service manager will ensure that you experience excellent personal service and, should you need to make a claim, the finest claims service is available.

We welcome you as a customer and hope that you will be wholly satisfied with our product and service levels now and in the future.

Yours faithfully,

A handwritten signature in blue ink, reading "David McMurdo". The signature is fluid and cursive, with the first name "David" and last name "McMurdo" clearly distinguishable.

David McMurdo

AIG

Head of Private Client Group – Australasia

We appreciate the dedication it takes to build a unique collection – of artwork, jewellery, wine, antiques or virtually any other rarities – and we share your attention to detail when it comes to insuring it.



Homeowners Insurance Policy Wording

This insurance is provided by AIG Insurance New Zealand Limited.

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Where you live says a lot about how you got there. We understand that your home – be it a suburban showpiece, coastal getaway, urban loft or other fine property – is one of the most important aspects of your successful lifestyle.

IMPORTANT INFORMATION

Copyright

The content of this policy, including but not limited to the text and images herein, and their arrangement, is Our copyright property. All rights reserved. We hereby authorise You to copy and display the content herein, but only in connection with Our business. Any copy you make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to Us; however, except as set forth above, You may not copy or display for redistribution to third parties any portion of the content of this policy without Our prior written permission. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication or otherwise any licence or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights belonging to Us or of any third party.

Important Notice

Conditions, Exclusions and other Terms

Depending on the circumstances, You may have to comply with certain conditions, there may be limitations on the amount We will pay or there may be no cover under Your Policy.

Please read this Policy carefully for full details about lodging a claim, the benefits, terms, conditions and exclusions that apply to this insurance policy.

Please refer to Section VII of the Policy Wording for details of the Conditions that apply to cover under the Policy.

This Policy contains a General Definitions Section in Section II. In addition, each section of this Policy contains Definitions which are specific to the relevant policy section.

There are some circumstances where cover cannot be provided. Please take special note of the exclusions applicable to each part of this Policy as follows:

Part 1: House & Contents exclusions are listed on pages 21-23.

Part 2: Private Collections exclusions are listed on pages 26-27.

Part 3: Personal Liability exclusions are listed on pages 30-32.

Part 4: Personal Safeguard exclusions are listed on pages 36-37.

Your Duty of Disclosure

Before You enter into a contract of insurance with Us, you have a duty to disclose to Us every matter that you know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require you to disclose a matter:

- that diminishes the risk to be undertaken by Us;
- that is common knowledge;
- that We know or, in the ordinary course of business, ought to know; or
- as to which compliance with your duty is waived by Us.

What You must tell Us

When answering Our questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in an answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

Who Needs to tell Us

It is important that You understand You are answering Our questions in this way for Yourself and anyone else who You want to be covered by the Policy.

If You do not tell Us

If you fail to comply with your duty of disclosure We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Change of Risk or Circumstance

You should advise Us as soon as practicable of any change to Your insured House or Contents or any other insured interest as disclosed in the application form or statement of fact, such as, but not limited to changes in location of Your Residence, alterations or additions to Your House or Home and any Newly Acquired Items purchased or otherwise received by You.

Subrogation Clause

This Policy contains provisions which enable Us to assume any rights of recovery You or any other Insured Person may have against a third party in respect of a covered loss.

Privacy

We have adopted the Information Privacy Principles. The Information Privacy Principles apply to any personal information collected by Us.

Purpose of collection

We collect personal information about You for the purposes of assessing your application for insurance and administering your policy. Failure to provide relevant personal information may result in Us not being able to administer your policy, process any Claim under your policy or you may breach your duty of disclosure.

Disclosure

In the course of administering your policy We may disclose your information to:

- an entity to which We are related either in New Zealand or overseas;
- contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for the purpose of processing your application for insurance and obtaining policy payments;
- in the event of a Claim, assessors, lawyers, third party administrators, emergency providers and medical providers;
- third party service providers to enable Us to advise you of their insurance products or services; and
- reinsurers for the purpose of obtaining reinsurance, if required.

We will only disclose your personal information to these parties for the primary purpose for which it was collected or to enable Us to advise You of our insurance products or services. In some circumstances We are entitled to disclose Your personal information to third parties without Your authorisation such as law enforcement agencies or government authorities.

Your Access to personal information

You may gain access to or request correction of your personal information and that of any other person insured by this Policy by writing to:

The Privacy Manager
AIG Insurance New Zealand Limited
PO Box 1745
Shortland Street
Auckland 1140
New Zealand
Email: privacy.officernz@aig.com

While access to this personal information may generally be provided free of charge, We reserve the right to charge for access requests in some limited circumstances.

Consent Acknowledgment

By completing the application form (including any associated form) and paying the premium, You consent to the use of Your personal information stated in the privacy statement above.

Dispute Resolution Process

We are committed to handling any complaints about Our products or services efficiently and fairly. If You have a complaint about Our products or services You can contact Us and request that Your matter be reviewed by management by writing to:

The Complaints Manager
AIG Insurance New Zealand Limited
PO Box 1745
Shortland Street
Auckland 1140
New Zealand

We are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs.

Your complaint will be referred to FSCL if We have reached a "deadlock" in trying to resolve it. FSCL's contact details are info@fscl.org.nz or telephone 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to You to use the services of FSCL.

Fair Insurance Code

We are a signatory to the Fair Insurance Code. This Code aims to raise the standards of practice and service in the insurance industry, and it includes the following:

When You lodge a claim we will tell You in plain language what information we need and how You should go about making a claim.

We will respond promptly to any request You make for assistance with a claim and it will be considered and assessed promptly.

You can obtain a copy of the code from www.icnz.org.nz or by contacting Us.

In the Event of a Claim

You must not negotiate, deny or admit any claim without Our written permission.

When an event happens that is likely to result in a claim, under Your Policy, You, or any other person covered by Your Policy must;

- a. take all reasonable precautions to prevent further loss, Property Damage, injury, illness or liability;
- b. inform the police immediately if any insured property is lost, stolen or maliciously damaged;
- c. notify Us immediately of the event by calling Claims on +61 3 9522 4512 or email pcgclaims@aic.com;
- d. provide Us with full written details of the event within 30 days of learning that the event happened;
- e. supply Us with all information and assistance as We may reasonably require;
- f. allow Us to use any legal rights held by You, or held by any other Insured Person;
- g. allow Us to negotiate, defend or settle the claim;
 - i in Your name or on Your behalf;
 - ii in the name of and on the behalf of any other Insured Person;
- h. immediately send Us any claim, writ, summons or other proceedings such as an impending prosecution or inquest You become aware of;
- i. as far as possible preserve any products, plant, appliances or other items which might prove necessary or necessary as evidence until We have had an opportunity of an inspection.

Costs

The costs, fees and charges that You might have to pay for Your Policy are as follows:

- **Premium:** The amount which is payable by You for this Policy. The premium payable is based upon the information provided by You in the completed application form or statement of fact. The underwriting factors used to determine the premium include, but are not limited to:
 - the level of security for any property to be insured;
 - Your claims history;
 - the location of any property to be insured;
 - the age and condition of any property to be insured.

You may also be required to pay Government charges which can include Goods and Services Tax, Earthquake Commission levies, and Fire Service levies where applicable. If You change the Policy in any way, You may be entitled to a premium refund or asked to pay an additional amount.

- **Excess:** The amount which is payable by You if You make a claim. The amount of Excess for each Part will be shown in Your Policy Schedule. The Excess is negotiated at the time of underwriting. The minimum Excess payable under Part 1: House & Contents will be \$500. The Excess will apply to Additional Covers under Part 1: House & Contents unless the Policy states otherwise. No Excess will apply under Part 3: Personal Liability or Part 4: Personal Safeguard. There may be an Excess under Part 2: Private Collections subject to Your claims history and the nature and value of the Private Collections items.
- **Cancellation Costs:** If You cancel Your Policy, We will refund the proportion of Your premium for the unused Period of Insurance. In the event of such calculation, We will be entitled to retain the pro-rata portion of the premium for the time during which the Policy has been in force.

SECTION I – Introduction

This Policy, Your Policy Schedule and any endorsements that may be issued from time to time, set out the contract between You and Us. They should be read as one document. You agree to pay the premium shown in Your Policy Schedule and comply with Your responsibilities described in this Policy.

This Policy, Your Policy Schedule and any endorsements that are issued, describe the terms and conditions of Our contract with You. You should consider all documents together as one, and read it carefully to determine Your rights and duties, and what is and is not covered.

SECTION II – General Definitions

Please note the following:

- Words with special meanings are defined in this “General Definitions” Section or in the Section of the Policy where they are used specifically.
- Any word or expression that appears in this “General Definitions” Section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

The following words have the same meaning used throughout the policy:

Accident or **Accidental** means an unexpected event that occurs suddenly in time, is not an illness or disease of any or every kind and is not caused by any existing physical defect or infirmity.

Aircraft means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

Business means a part-time or full-time trade, occupation or profession, including farming or stud activities, other than Incidental Business.

Business Equipment means the following items used in connection with Your Business: computer equipment, facsimile machines, photocopiers, typewriters, word processors, stock and samples, telecommunications equipment and office furniture.

Contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance.

Contents means goods and personal property owned by, or in the possession of, You or a Family Member at the location(s) stated in Your Policy Schedule. Contents include any carpets, curtains, light fittings or fixtures that You have paid for, or are responsible for, excluding alterations and additions.

Covered Relative means the following relatives who do not live with You:

- a. Your children or other descendants or the children or other descendants of a spouse or partner who lives with You;
- b. Your parents, grandparents or other ancestors or the parents, grandparents or other ancestors of a spouse or partner who lives with You;
- c. Your siblings, their children or other descendants or the siblings, children or other descendants of a spouse or partner who lives with You; or
- d. spouses or domestic partners of the relatives referred to in a, b and c.
 - Parents, grandparents or other ancestors include adoptive parents, step-parents and step-grandparents.
 - Children or other descendants include adopted children, step-children and step-grandchildren.
 - Siblings include step-siblings and half-siblings.

Damages means the sum required to satisfy a claim up to the Sum Insured, whether settled or agreed to in writing by Us or resolved by judicial procedure.

Depreciation means a decrease in the value of any property over a period of time as a result of deterioration, use or wear and tear.

Excess means the amount which You have to pay in the event of a claim.

Family Member means any person residing with You who is:

- a. Your relative;
- b. under 23 years old and in Your care; or
- c. under 23 years old and in the care of a relative residing with You.

Fine Arts include, but are not limited to: paintings, etchings, statues, antiques and other bona fide works of art with historical value or artistic merit.

House or **Home** means the main dwelling, including service pipes, cables and underground tanks supplying the main dwelling at each location named in Your Policy Schedule.

Incidental Business means:

- a. an activity that did not produce gross revenues in excess of \$25,000 during the most recently completed financial year; or
- b. farming that does not involve employment of others for more than 1,500 hours in total of farm work during the Policy Period, and does not produce more than \$50,000 in gross annual revenues from the raising or care of animals or agriculture.

Incidental Business includes Residences listed in Your Policy Schedule that You own and rent to others.

Insured Person means:

- a. You or a Family Member; or
- b. any additional person named in Your Policy Schedule.

Jewellery means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.

Landscaping means Your trees, lawn, shrubs and other plants on the grounds of Your Residence.

Market Value refers to the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially identical.

Medical Practitioner means a person currently legally licensed and registered to practice medicine, including veterinary medicine.

Motorised Land Vehicle means any vehicle which requires registration or operator licensing. This includes self-propelled motor homes, motorcycles and attached trailers.

Mould means any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.

Nuclear Hazard means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Occurrence means:

- a. a loss or an Accident or a series of losses or Accidents arising out of the one event which occur/s wholly during the Policy Period, including continuous or repeated exposures to the same general harmful conditions; or
- b. an offence, including a series of related offences, committed during the Policy Period.

Other Structures means any outdoor structure You own that is situated within the grounds at a location listed in Your Policy Schedule that is:

- a. not attached to Your House; or
- b. any boundary walls attached to Your House.

This includes, but is not limited to: swimming pools, cottages, garages, tennis courts and cabanas in such grounds.

Permanent Total Disablement means disablement as the result of an Accident, which:

- a. continues for a period of 12 consecutive months; and
- b. is confirmed as total, continuous and permanent by a Physician 12 consecutive months after the said Accident first occurred; and
- c. entirely prevents You from engaging in or giving attention to gainful occupation of any and every kind for the remainder of Your life.

Personal Injury means injuries or death resulting from the following:

- a. bodily injury;
- b. wrongful detention, false imprisonment or false arrest;
- c. shock, emotional distress, mental injury;
- d. invasion of privacy;
- e. defamation, libel or slander;
- f. malicious prosecution; or
- g. wrongful entry or eviction.

Physician means a person currently legally licensed and registered to practice medicine other than You, a Family Member, a Covered Relative or any other person insured under this Policy or an immediate family member thereof.

Pollutant means any solid, liquid, gaseous or thermal irritant or Contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or Waste.

Private Collections refers to the personal property You own or possess, for which a Sum Insured is shown in the "Private Collections" Section of Your Policy Schedule.

Property Damage means physical damage to, destruction of, or loss of use of tangible property.

Reconstruction Cost means the lesser of the amount at the time of the loss required to:

- a. restore or repair a structure; or
- b. replace or rebuild a structure at the same location; with materials and workmanship of like kind and quality and includes fees from architects, surveyors and consulting engineers. It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

Residence means any of the following which is listed in Your Policy Schedule:

- a. any House, Other Structures and grounds that You own; or
- b. any other property You own or reside in.

Silverware means items that consist of silver, including, but not limited to: trays, trophies, sterling silver items, pewter and other personal articles other than Jewellery.

Unoccupied means not lived in and empty of unfixed furnishings.

Waste is materials to be disposed of, recycled, reconditioned or reclaimed.

Watercraft means a boat or craft designed for use on or over water.

We, Us, Our and **Ours** means the insurance company named in Your Policy Schedule.

You, Your and **Yourself** means the person named in the Policy Schedule, and a spouse (legal or de facto including same sex partner) who lives with that person.

SECTION III – House and Contents Cover

1. Basis of Cover

This Section of Your Policy covers:

- I. Your House against physical loss or Property Damage unless stated otherwise in the Policy or any exclusion applies; and
- II. Your Contents against physical loss or Property Damage anywhere in the world unless stated otherwise in the Policy or any exclusion applies.

2. Payment of a Loss

I. Amount of Cover for Your House

The amount We will pay for each House at each location is shown in Your Policy Schedule. Your Policy Schedule indicates the Payment Basis:

a. Additional Rebuilding Cost

- i If the Payment Basis is Additional Rebuilding Cost, We will pay the Reconstruction Cost of Your House, for each Occurrence, even if this amount is greater than the Sum Insured shown in Your Policy Schedule. However, You must repair or rebuild Your House at the same location. If not, the maximum payable is the Sum Insured shown for that location in Your Policy Schedule.

b. Rebuilding Cost

- i If the Payment Basis is Rebuilding Cost, We will pay the Reconstruction Cost of Your House, up to the Sum Insured shown for that location in Your Policy Schedule, for each Occurrence.
- ii For a covered total loss, We will pay the Reconstruction Cost up to the Sum Insured shown for that location in Your Policy Schedule, for each Occurrence, whether or not You actually rebuild Your House or Other Structures.

If at any time during the Policy Period:

- i You are undertaking alterations, additions or renovations to Your House or Other Structures that results in You living out of the House during any part of the building works; or
- ii You are undertaking alterations, additions or renovations to Your House or Other Structures that cost at least \$200,000 or is more than 10% of the House Sum Insured, whichever is the lesser;

and You do not advise Us of the construction, the most We will pay in settlement for a covered loss is the lesser of the Reconstruction Cost less Depreciation or the Sum Insured for Your House shown for that location in Your Policy Schedule.

If You have a covered loss and do not repair or replace the lost or damaged property within 180 days from the date of loss, We will only pay the repair or replacement costs less Depreciation, unless You have been prevented from repairing or replacing the lost or damaged property due to factors outside of Your control.

II. Amount of Cover For Your Contents

The most We will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the Contents without deduction for Depreciation, up to the Sum Insured shown in Your Policy Schedule.

Payment for a Pair, Set or a Part

For a covered loss to a pair or set, or to a part of a larger unit, We will pay the lesser of:

- a. the costs to replace the lost or damaged property;
- b. the costs to restore or repair the damaged property to its condition before the loss; or
- c. the difference between the Market Value of the property before and after the loss.

However, We will pay You the full replacement cost of the entire pair, set or larger unit when You surrender to Us the undamaged item(s) of the pair, set or larger unit.

In no event, shall payment for a pair, set, part or larger unit exceed the Sum Insured for Your Contents as shown in Your Policy Schedule.

Special Limits for Contents

The Limit of Liability shown below for each of the following categories is the maximum We will pay for a covered loss. These special Limits of Liability do not increase the amount of cover for Your Contents or for any item covered elsewhere in this Policy:

Category of Contents	Limit of Liability
i. money, banker's drafts, bank notes, postal orders, cheques, gold, silver or platinum bullion or ingot	\$2,500
ii. guns	\$5,000
iii. negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports or travel tickets	\$5,000
iv. stamps, coins and medals	\$5,000
v. trailers	\$5,000
vi. Watercraft, sailboards, surfboards, rowing boats, jet skis and dinghies, including their accessories	\$10,000
vii. Silverware	\$100,000
viii. Jewellery	\$50,000
– Maximum limit per item of Jewellery	\$25,000

III. Provisions for Cover on Your House and Contents

- i We may change the Sum Insured shown in Your Policy Schedule when appraisals are conducted to reflect current costs and values. Therefore, We may adjust the premium to reflect any changes.
- ii At the time of renewal, the Sum Insured will be revised after considering any alterations, additions, improvements, the Capital Goods Price Index: Residential Rebuilding Index, the Consumer Price Index or the appraisal report. You will be notified of the revised Sum Insured in the renewal documentation.
- iii The Sums Insured for Your House and Contents will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, the Sum Insured for your House will include any increase in the Capital Goods Price Index: Residential Rebuilding Index, and the Sum Insured for your Contents will include any increase in the Consumer Price Index from the beginning of the Policy Period, or if either of these indexes are not available, an alternative index will be used as We shall determine.

IV Natural Disaster

If Your Home, Contents or Other Structures suffer damage caused by:

- Earthquake;
- storm or flood damage (to residential land only);
- natural landslide (as defined in the Earthquake Commission Act 1993);
- volcanic eruption;
- hydrothermal activity;
- tsunami;
- or fire resulting from any of these,

We will pay:

- a) The difference between the cost of reinstatement and the amount received by You under the Earthquake Commission Act 1993 ("the Act") and its amendments provided that:
 - i The Earthquake Commission has accepted liability under the Act for the loss or damage;
 - ii We shall not be liable for any excess imposed by the Act; and
 - iii 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 those listed above.
- b) For loss of or damage to any Jewellery, money, works of art, securities, documents or stamps subject to the terms and conditions set out in the paragraph headed Special Limits for Contents.
- c) For any Loss of Rent as described under subsection 6 IV. of Your House and Contents Cover.
- d) For any Alternative Accommodation expenses as described under clauses 7 I. and 7.II. of Your House and Contents Cover regardless of whether a claim is payable under Your Private Client Group policy.

3. How Your Excess Applies

The Excess shown in Your Policy Schedule is the amount of a covered loss You will pay for each Occurrence. For the following specific situations, a special Excess may apply:

I. Vacant House Excess

If the House has been Unoccupied and empty of unfixed furnishings and Contents for more than 60 consecutive days at the time of a covered loss, and You did not notify Us in writing prior to vacating the House that it would be vacant, an Excess of 5% of the Sum Insured for Your House will apply unless a higher Excess already applies as shown in Your Policy Schedule.

II. Large Loss Excess Waiver

The Excess shown in Your Policy Schedule will not apply in the event of a loss greater than \$50,000. This waiver does not apply to the Vacant House Excess which is not waived on any covered loss.

III. Natural Disaster Excess

In the event of loss or damage to Your House (including Other Structures) where there is no cover under the Earthquake Commission Act 1993 an Excess of \$5,000 applies unless a higher Excess already applies as shown in Your Policy.

In the event of loss or damage to Contents where there is no cover under the Earthquake Commission Act 1993 the Excess as shown in Your Policy Schedule will apply, unless another special Excess is applicable.

4. Additional Covers - House Section

These covers are offered in addition to the Sum Insured shown in Your Policy Schedule for Your House cover unless stated otherwise. Your Excess applies to these covers unless stated otherwise.

I. Land

In the event of a covered loss to Your House or Other Structures, We will pay for required stabilisation, excavation or replacement of land under or around Your House or Other Structures.

We will pay up to 10% of the amount of a covered loss to Your House or Other Structures for this cover.

II. Other Structures

We cover any Other Structures for a covered loss under this Policy. We will pay up to 25% of the amount of the Sum Insured for Your House for the Other Structures sited in the same location as Your House stated in Your Policy Schedule, unless a higher amount is stated in Your Policy Schedule.

The same Payment of a Loss Payment Basis applied to Your House will apply to the Other Structures.

5. Additional Covers - Contents Section

These covers are offered in addition to the Sum Insured shown in Your Policy Schedule for Your Contents cover unless stated otherwise. Your Excess applies to these covers unless stated otherwise.

I. Alterations and Additions

We cover any alterations, additions, improvements, fixtures, installations or other items of property that pertain to Your unit which are not insured by the body corporate, strata or other similar association policy.

We also cover any Other Structures on the unit property that You own or are exclusively entitled to use and required to insure.

Unless there is a higher amount stated in Your Policy Schedule, We will only pay up to a maximum of 25% of the Sum Insured for Contents.

If You have a covered loss and do not repair or replace the lost or damaged property within 180 days from the date of loss, We will only pay the repair or replacement costs less Depreciation, unless You have been prevented from repairing or replacing the lost or damaged property due to factors outside of Your control.

II. Food Spoilage

We cover loss of food or wine caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any Residence. We will not pay more than \$10,000 for a covered loss to wine.

This cover is not in addition to the Sum Insured for Contents.

III. Newly Acquired Items

We cover Your newly acquired Contents for 25% of the Sum Insured for Contents listed in Your Policy Schedule. You must request cover for the newly acquired Contents within 90 days after You acquire them and pay Us the additional premium from the date acquired.

We reserve the right, at Our discretion, not to insure the newly acquired Contents after the 90 days.

IV. Parents in Care

We will pay up to \$20,000 for a covered loss to items owned by Your parents and located at a care or nursing home at which Your parents permanently reside.

V. Property of Domestic Employees and Guests

We cover the personal property of Your domestic employees and guests while it is on the premises of any Residence listed in Your Policy Schedule.

VI. Unlisted Residence Cover

If You have a loss at a residence owned or lived in by You which is not covered under this policy or any other policies issued by a direct or indirect subsidiary of AIG, We will pay up to 10% of the Sum Insured for Contents for one of the locations stated in Your Policy Schedule, most favourable to You.

Where Your Contents are located at a newly acquired property, this cover will apply after 90 days from the property settlement date. During the 90 day period following the property settlement date, We will pay for a covered loss in respect of Contents which are located at a newly acquired property up to the Sum Insured for Contents.

VII. Common Area Cover

We will pay up to \$50,000 per Occurrence for Your share of any extraordinary payments or special levies for common area loss or damages during the Policy Period to Your body corporate or strata association. The common area loss or damages must be as a result of a covered loss to property or as a result of liability that would be covered under this policy. We will not pay any Excess amount that You are expected to pay under Your body corporate or strata insurance.

Your Excess does not apply to this cover.

6. Additional Covers - Applicable to House and Contents Sections

These covers are offered in addition to the Sum(s) Insured shown in Your Policy Schedule for Your House and Contents cover unless stated otherwise. Your Excess applies to these covers unless stated otherwise.

I. Emergency Clothing and Essential Purchases

We will pay up to a maximum \$5,000 for essential replacement clothing and toiletry items You or a Family Member need to purchase as a result of a covered Forced Evacuation loss where You are unable to access Your Residence.

II. Fire Department Charges

We will pay up to \$5,000 for any charges imposed by law or assumed in any written agreement for any expenses if the fire department is called to protect Your Residence.

Your Excess does not apply to this cover.

III. Garden and Landscaping

We will pay up to 5% of the Sum Insured for Your House, or if not applicable, 10% of the Sum Insured for Your Contents, to repair or replace lost or damaged trees, shrubs, plants or lawns at the Residence shown in Your Policy Schedule, but no more than \$10,000 for any one tree, shrub or plant for losses caused by:

- a. Aircraft;
- b. fire, lightning or explosion;
- c. riot or civil commotion;
- d. earthquake;
- e. a vehicle; or
- f. theft, attempted theft, vandalism or malicious acts.

IV. Loss of Rent

If You are not able to rent out Your Residence, or a part of Your Residence, that You usually rent to others, because of a loss covered by this policy, We will pay the rent You would have received for the reasonable amount of time necessary to restore Your Residence, or that part of Your Residence, to a habitable condition, up to a maximum of four years provided Your Policy remains in force.

In addition, We will pay any rates that You ordinarily pay up to a maximum of \$5,000 per annum up to four (4) years.

We do not cover any loss of rents due to termination of a lease or other rental agreement.

V. Precautionary Repairs

After a loss covered by this Policy, We will pay the reasonable expenses You incur for necessary repairs to protect Your Residence against further loss.

This cover is not in addition to the Sum(s) Insured for House and Contents.

VI. Tree Removal

We will pay the reasonable costs up to a maximum of \$5,000 per Occurrence to remove:

- a. fallen trees at Your Residence;
- b. trees that are threatening to fall and cause damage to Your Residence;
- c. trees that are located in Your garden and threaten to fall and cause damage to Your neighbours' building; or
- d. trees that are in Your neighbours' garden and threaten to fall and cause damage to Your Residence; provided that the fallen tree or the threat of the tree falling is caused by:
 - i wind;
 - ii hail;
 - iii sleet;
 - iv the weight of ice or snow;
 - v fire, lightning or explosion;
 - vi riot or civil commotion;
 - vii earthquake; or
 - viii malicious acts.

Your Excess does not apply to this cover.

VII. Construction Materials

We will cover materials and supplies up to the value of:

- a. 10% of the Sum Insured for Your House or \$200,000, whichever is the lesser; or if not applicable
- b. 25% of the Sum Insured for Your Contents or \$200,000, whichever is the lesser;

owned by You at each Residence shown in Your Policy Schedule for use in the repair, alteration, additions, construction or improvement of Your Residence unless stated otherwise or any exclusion applies.

If You inform Us that the materials and supplies exceed 10% of the Sum Insured for Your House or \$200,000, or if not applicable, 25% of the Sum Insured for Your Contents or \$200,000, We may at Our absolute discretion

- a. amend the terms and conditions of Your Policy and charge additional premium if necessary; and
- b. view the builder's insurance contract.

The onus is always on You to ensure that there is a suitable builder's insurance contract in place.

This additional cover does not increase the amount of Your cover for Your Residence or Other Structures.

VIII. Rebuilding for Compliance

We will pay the necessary costs in conforming to any laws or regulations after a covered loss for the repair, replacement or demolition of Your Residence or any Other Structure covered under this Policy.

This cover will not apply if You decide not to repair or replace Your Residence or any Other Structures at the same location.

7. Extra Covers - Applicable to House and Contents Sections

These covers are offered in addition to the Sum(s) Insured shown in Your Policy Schedule for Your House and Contents cover unless stated otherwise. Your Excess applies to these covers unless stated otherwise.

I. Alternative Accommodation

If a covered loss makes Your Residence uninhabitable, We cover any reasonable increase in living expenses incurred by You to maintain Your household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore Your Residence to a habitable condition or for Your household to permanently locate elsewhere, up to a maximum of four years provided Your Policy remains in force. This includes accommodation for Your pets and horses.

II. Alternative Accommodation for Your Pets

If You are entitled to a benefit under Alternative Accommodation and Your pets are not permitted to stay with You due to the terms and conditions of the tenancy agreement at the place where You will temporarily reside, We will pay up to a maximum of \$30,000 to board Your pets, including horses.

III. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to Your Residence covered by this Policy.

The \$5,000 limit of liability is the most We will pay, regardless of the number of persons providing information.

IV. Business Equipment

We will pay up to \$30,000 in total for a covered loss to Business Equipment You own or lease at a Residence listed in Your Policy Schedule.

Business Equipment Extra

- If You hold a current licence as a Medical Practitioner, We will pay up to \$50,000 in total for a covered loss to Business Equipment You own or lease at a Residence listed in Your Policy Schedule.

V. Costs to Discharge a Mortgage

We will pay up to \$5,000 for the reasonable legal costs to discharge Your mortgage following a covered total loss under this Policy.

VI. Debris Removal

We will pay the reasonable costs necessary to demolish damaged buildings and remove the debris following a covered loss at Your Residence.

VII. Electronic Data Restoration

We will pay up to \$10,000 to replace or recreate personal data as the result of a covered loss or computer virus.

"Computer virus" means a malicious or illegal entry that distorts, corrupts or manipulates electronic data software programs that You ordinarily use.

"Personal data" means:

- a. electronic data processing equipment and the accessories thereof;
- b. software; and
- c. data that is stored on the software.

VIII. Emergency Access to the Residence

We will pay up to \$2,500 in total for loss or damage as a direct result of forcible entry to the Residence to attend a medical emergency.

IX. Emergency Preventative Measures

We will pay up to \$5,000 for costs incurred by You in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm, flood, bushfire and other natural catastrophes.

X. Forced Evacuation

If You are denied access to Your Residence by the Police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this Policy, We will reimburse You for the reasonable increase in Your living expenses necessary to maintain Your household's usual standard of living for up to ninety (90) days. We also cover any loss of rent for up to ninety (90) days if Your Residence is rented to others.

We do not cover any loss of rent due to termination of a lease or other rental agreement.

XI. Forced Evacuation for Pets

If You are entitled to a benefit under Forced Evacuation and have pets that are not permitted to stay with You under the terms and conditions of Your temporary accommodation, We will pay for the reasonable costs to board Your pets for a maximum of ninety (90) days up to a maximum of \$2,500.

XII. Lock Replacement

We will pay for the cost of replacing the locks in a Residence listed in Your Policy Schedule if the keys to that Residence are lost or stolen.

In addition, We will pay for the costs of replacing the electronic unlocking devices for Your car if they were on the same key ring as the keys to Your Residence at the time they were lost or stolen up to a maximum of \$5,000.

You must notify Us within 72 hours of discovering the loss or theft. Your Excess does not apply to this cover.

XIII. Misappropriation of Funds

For any Unauthorised Use of Your personal financial institution Account, We will pay up to \$25,000, but only if You have complied with the terms and conditions of the Account.

"Account" means Your:

- a. bank card;
- b. debit card;
- c. the account numbers of Your bank or credit card; or
- d. electronic fund transfers.

"Unauthorised Use" means removal of funds from Your Account by anyone that is not:

- a. You;
- b. a Family Member; or
- c. someone who You have granted unlimited access to Your Account.

XIV. Modification of Lifestyle Costs

We will pay up to \$50,000 in total for alterations to Your Residence to allow You or a Family Member to live unassisted following an Accident, resulting in the total permanent loss of use of a limb, eyesight or hearing, which occurs during the Policy Period.

Alternatively We will pay up to \$50,000 towards related permanent relocation expenses, except applicable taxes, if You permanently relocate away from Your Residence listed in Your Policy Schedule. This coverage does not apply if Your Residence listed in Your Policy Schedule was already for sale or You intended to permanently relocate before the Accident.

XV. Mould Rectification Costs

We will pay up to \$25,000 for the reasonable costs of Mould Rectification for a covered loss involving water damage to Your Residence.

We will pay up to \$5,000 for loss of rent and any reasonable costs to necessarily relocate You whilst the Mould Rectification is being completed. Should You be renting out the Residence that has a covered loss under this Section, We will pay the rent You would have received for the reasonable amount of time necessary to restore Your Residence, or that part of Your Residence, to a habitable condition.

"Mould Rectification" means:

- a. testing the internal structures and Contents for Mould (including alterations and additions where applicable);
- b. testing the internal air quality for Mould within Your Residence;
- c. the development and implementation a mould rectification plan;
- d. replacing or repairing the property damaged by Mould; and
- e. removing debris affected primarily by Mould.

XVI. Trace and Access

We will pay the cost to remove and replace part of Your Residence or Other Structures in order to locate the source of escape of water or oil from any fixed tanks, apparatus, pipes or any fixed domestic heating or cooling installation.

We do not cover loss or damage to the heating or water system itself.

8. Specific Exclusions

The following exclusions apply to this Section of Your Policy:

I. Aircraft

We do not cover any loss or damage to Aircraft or Aircraft parts.

II. Business Equipment

We do not cover any loss or damage to Business Equipment unless it is Business Equipment covered elsewhere in this Section.

III. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure of Your Contents by any government or public authority.

IV. Dishonest or Intentional Acts

We do not cover any loss or damage as a direct or indirect result of:

- a. a dishonest or criminal act committed by, or at the direction of, You or any other Insured Person; or
- b. an intentional or deliberate act, committed by, or at the direction of, You or any other Insured Person, unless the act is committed for the purpose of preventing Personal Injury or Property Damage; or
- c. the manufacture, storage, use or distribution at Your House of a 'controlled drug' as defined in the Misuse of Drugs Act 1975.

V. Earth Movement

We do not cover any loss caused by earth movement from any cause, including, but not limited to mudflows, tidal surge or the sinking, rising or shifting of land or water, unless due to an earthquake.

However, this exclusion does not apply to ensuing covered loss due to fire, explosion, theft or glass breakage unless any other exclusion applies.

VI. Existing Damage

We do not cover any loss or damage which occurred prior to the Policy Period.

VII. Faulty, Inadequate or Defective Planning

We do not cover any loss or damage caused by faulty, inadequate or defective:

- a. planning, development, surveying, siting;
- b. design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
- c. materials used in repair, construction, renovation or remodelling; or
- d. maintenance;

of part or all of any property whether on or off the Residence.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies.

VIII. Freezing Water

We do not cover any loss or damage caused by water freezing in a plumbing, heating or air conditioning system or household appliance if Your Residence or a habitable Other Structure is Unoccupied for longer than 60 consecutive days, under renovation or being constructed, unless You used reasonable care to maintain heat at a reasonable level in Your Residence or habitable Other Structure, or shut off and drained the water from the system or appliance.

IX. Gradual Deterioration, Breakdown, Wear and Tear

We do not cover any loss or damage caused by:

- a. wear and tear, gradual deterioration;
- b. inherent vice, latent defect, mechanical or electrical breakdown that You:
 - i were aware of at the time this Policy was entered into; or
 - ii could have been reasonably expected to be aware of when this Policy was entered into; or
- c. warping or shrinkage, rust or other corrosion, wet or dry rot.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies or where the gradual deterioration, breakdown or wear and tear causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

Exclusion (IX.b.) does not apply to damage to household electrical motors if there is actual burning out of the motor which is not caused by improper maintenance.

X. Loss Caused by Animals

We do not cover any loss or damage caused by:

- a. rodents, insects or vermin; or
- b. birds, except for loss or damage to Your Contents.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies or where an animal causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

XI. Loss to Animals

We do not cover loss, damage or injury of any kind to:

- a. animals;
- b. birds; or
- c. fish.

XII. Misappropriation

We do not cover any loss or damage caused by the theft or other misappropriation of Contents from You or a Family Member by You or an Insured Person.

XIII. Motorised Land Vehicles

We do not cover any loss or damage to Motorised Land Vehicles including their equipment, accessories or any electronic devices operated solely by power from the electrical system of that vehicle.

This exclusion does not apply to loss or damage to unregistered vehicles, which are:

- a. i used to service any Residence You own or live at;
ii designed to assist the handicapped;
iii decommissioned Motorised Land Vehicles in storage at Your Residence;
iv golf buggies; or
- b. i designed for recreational use off public roads, including, but not limited to quad bikes or motor bikes of any kind. The cover under (b.i.) is limited to loss to the said unregistered vehicles resulting from fire and theft at the Residence listed in Your Policy Schedule.

XIV. Mould

We do not cover any loss or damage caused by the presence of Mould, however caused, unless it is Mould Rectification Costs covered elsewhere in this Section.

However, this exclusion does not apply to loss or damage caused by the presence of Mould resulting from fire or lightning unless another exclusion applies or where Mould causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

XV. Nuclear Hazard

We do not cover any loss or damage caused directly or indirectly by Nuclear Hazard. However, this exclusion does not apply to ensuing covered loss due to fire resulting from a Nuclear Hazard unless any other exclusion applies.

XVI. Pollution or Contamination

We do not cover any loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration or release or escape of Pollutants, regardless of any cause or event contributing concurrently or in any sequence to the loss. We do not cover the cost to extract Pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation or where Pollutants causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

XVII. Radioactive, Chemical or Biological Contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

XVIII. Renovations and Repairs

We do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of Contents, except Jewellery, watches and furs.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies.

XIX. Structural Movement

We do not cover any loss caused by settling, cracking, shrinking, bulging or expansion of any building or Other Structure.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies or where the settling, cracking, shrinking, bulging or expansion causes water to escape from a household appliance, swimming pool or plumbing, heating or air conditioning system.

XX. Temperature or Dampness

We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to Your Residence, Other Structures or Contents.

However, this exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

XXI. Tenant's Property

We do not cover any loss or damage to property of lodgers, boarders or other tenants.

XXII. War or Similar Risks

We do not cover any loss caused directly or indirectly by war, including the following and any consequence of the following:

- a. undeclared war, civil war, insurrection, rebellion or revolution;
- b. warlike acts by a military force or military personnel; or
- c. the destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

SECTION IV – Private Collections

1. Basis of Cover

This Section of Your Policy covers You against physical loss or Property Damage to Private Collections anywhere in the world unless stated otherwise in the Policy or any exclusion applies.

The Sum Insured for each category of Private Collection, and for each scheduled item, is shown in Your Policy Schedule.

2. Payment of a Loss

I. Payment for Specified Items and Unspecified Items

a. Specified Items

i. Total Loss.

For a covered loss to an item listed in Your Policy Schedule of items, We shall pay the Sum Insured for that item if it is lost or damaged beyond repair.

ii. Partial Loss.

If only part of the specified item is lost or damaged, We shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its Market Value before and after the loss. If after the restoration, the Market Value of the item is less than its Market Value immediately before the loss, We shall pay the difference. In no event shall payment exceed the Sum Insured for that item.

b. Unspecified Items

- i. We shall pay the amount required to repair or replace the property, whichever is the lesser, without deduction for Depreciation, for a covered loss to valuable articles with unspecified cover as shown in Your Policy Schedule. If after the restoration, the Market Value of the item is less than its Market Value immediately prior to the loss, We shall pay the difference. We will not pay more than the single article limit stated in Your Policy Schedule.

II. Natural Disaster

If Your Home, Contents or Other Structures suffer damage caused by:

- Earthquake;
- Storm or flood damage (to residential land only);
- Natural landslide (as defined in the Earthquake Commission Act 1993);
- Volcanic eruption;
- Hydrothermal activity;
- Tsunami;
- Fire resulting from these,

We will pay:

- a) The difference between the cost of reinstatement and the amount received by You under the Earthquake Commission Act 1993 and its amendments provided that:
 - i. The Earthquake Commission has accepted liability under the Act for the loss or damage;
 - ii. We shall not be liable for any excess imposed by the Act; and
 - iii. 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 those listed above.
- b) For loss of or damage to any Jewellery, money, works of art, securities, documents or stamps subject to the terms and conditions set out in the paragraph headed Special Limits for Contents.
- c) For any loss of rent as described under subsection 6 IV. Loss of Rent under f Your House and Contents Cover.
- d) For any alternative accommodation expenses as described under clauses 7 I. Alternative Accommodation and 7.II. Alternative Accommodation for Your Pets under Your House and Contents Cover regardless of whether a claim is payable under Your Private Client Group policy.

3. Payment for a Pair or Set

For a covered loss to a pair or set, We will pay the lesser of:

- a. the costs to repair or replace any part or to restore the pair or set to its condition before the loss;
- b. the difference between Market Value of the property before and after the loss; or
- c. the Sum Insured if specified, or the Market Value if unspecified up to the single article limit stated in Your Policy Schedule, for the entire pair or set when You surrender to Us the undamaged item(s) of the pair or set.

In no event, shall payment exceed the Sum Insured for that pair or set or the unspecified single article limit as shown in Your Policy Schedule.

4. Additional Covers

These covers are offered in addition to the Sum Insured shown in Your Policy Schedule unless stated otherwise.

I. Defective Title

- a. We cover You if You have purchased an item which You are subsequently required by law to relinquish possession of due to:
 - i unforeseen discovery of the vendor's defective title or lack of title to the item purchased by You; or
 - ii any charge or encumbrance placed on the item, prior to the purchase by You, of which You were not aware.
- b. We will also pay legal costs incurred by You, with Our prior written consent, in defending an action brought against You in respect of any defective title or lack of title claim.
- c. We will only cover a loss if both the purchase and any relevant claim under this Section of Your Policy are made during the Policy Period.
- d. The most We will pay is \$50,000 or 25% of the Sum Insured for the Private Collections category under which the item is insured, whichever is the lesser amount.

II. Market Appreciation

- a. In the event of a total loss to a scheduled item, We will pay the amount of scheduled cover for that item. However, if the Market Value of the scheduled item immediately before the loss exceeds the amount of scheduled cover for that item, We will pay its Market Value immediately prior to the loss, up to 125% of the amount of scheduled cover for that item subject to a maximum increase of \$100,000. The maximum We will pay is the total scheduled items amount of cover for that class as listed in Your Policy Schedule.
- b. If only part of the scheduled item is lost or damaged, We will pay either the full amount to restore the item to the condition immediately before the loss or to make up the difference between its Market Value before and after the loss. If after the restoration, the actual value of the item is less than its Market Value immediately before the loss, We will pay the difference. The maximum amount We will pay is 125% of the amount of scheduled cover for that item subject to a maximum increase of \$100,000. The maximum We will pay is the total scheduled items amount of cover for that class as listed in Your Policy Schedule.
- c. We will only provide the Market Appreciation benefit if You maintain updated valuations that are a maximum of 12 months old prior to the start of each Policy Period and where the scheduled items are insured for the amount as noted in the updated valuations.

III. Newly Acquired Private Collection Items

- a. We cover Your newly acquired items provided You already have a specified Sum Insured shown in Your Policy Schedule in the category that the newly acquired item would be insured under.
The most We will pay is 25% of the Sum Insured for the category as shown in Your Policy Schedule for a covered loss, up to a maximum of \$100,000 for Jewellery. For cover to apply under this policy, You must request cover for all newly acquired items within the first ninety (90) days after Your acquisition, and pay any additional premium from the date acquired. If after ninety (90) days We have not been notified of the newly acquired item, cover will automatically cease from the date the item was acquired.

5. Specific Exclusions

The following exclusions apply to this Section of Your Policy:

I. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure of any property by any government or public authority.

II. Dishonest or Intentional Acts

We do not cover any loss or damage as a direct or indirect result of:

- a. a dishonest or criminal act committed by, or at the direction of, You or any other Insured Person; or
- b. an intentional or deliberate act, committed by, or at the direction of, You or any other Insured Person, unless the act is committed for the purpose of preventing Personal Injury or Property Damage.

III. Existing Damage

We do not cover any loss or damage which occurred prior to the Policy Period.

IV. Gradual Deterioration, Breakdown, Wear and Tear

We do not cover any loss or damage caused by:

- a. wear and tear, gradual deterioration;
- b. inherent vice, latent defect, mechanical or electrical breakdown that You:
 - i were aware of at the time this Policy was entered into; or
 - ii could have been reasonably expected to be aware of when this Policy was entered into;
- c. warping or shrinkage, rust or other corrosion, wet or dry rot; or
- d. vermin, rodents or insects.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies.

Exclusion (IV.b.) does not apply to damage to household electrical motors if there is actual burning out of the motor which is not caused by improper maintenance.

V. Jewellery in the Bank

We do not cover any loss to specified Jewellery described in Your Policy Schedule as "Jewellery in Bank" while these items are out of a bank vault, unless We agree in writing in advance that We will cover them. In the event that We do agree to cover them, We reserve the right to amend the premium and You agree to pay the amended premium accordingly.

VI. Jewellery in the Safe

We do not cover any loss to specified Jewellery described in Your Policy Schedule as "Jewellery in Safe" while these items are out of a safe located within the Residence, unless We agree in writing in advance that We will cover them. In the event that We do agree to cover them, We reserve the right to amend the premium and You agree to pay the amended premium accordingly.

VII. Misappropriation

We do not cover any loss or damage caused by the theft or other misappropriation of Private Collections from You or a Family Member by You or an Insured Person.

VIII. Mould

We do not cover any loss or damage caused by the presence of Mould, however caused.

However, this exclusion does not apply to loss or damage caused by the presence of Mould resulting from fire or lightning unless another exclusion applies.

IX. Nuclear Hazard

We do not cover any loss or damage caused directly or indirectly by Nuclear Hazard.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a Nuclear Hazard unless any other exclusion applies.

X. Radioactive, Chemical or Biological Contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

XI. Renovations and Repairs

We do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of Fine Arts.

However, this exclusion does not apply to ensuing covered loss unless any other exclusion applies.

XII. Stamps and Coins

We do not cover any loss or damage to stamps or coins caused by:

- a. fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness or extreme temperature; or
- b. handling or being worked on.

XIII. War or Similar Risks

We do not cover any loss caused directly or indirectly by war, including the following and any consequence of the following:

- a. undeclared war, civil war, insurrection, rebellion or revolution;
- b. warlike acts by a military force or military personnel; or
- c. the destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

SECTION V – Personal Liability

1. Basis of Cover

This Section of Your Policy covers Damages an Insured Person is legally obligated to pay for Personal Injury or Property Damage caused by an Occurrence anywhere in the world, unless stated otherwise or any exclusion applies.

2. Payment of a Loss

The most We will pay for all claims for Personal Injury and Property Damage as a result of any one Occurrence is the Sum Insured for Personal Liability shown in Your Policy Schedule. This insurance applies separately to each Insured Person against whom a claim is made or lawsuit is brought, but We will not pay more than the limit shown in Your Policy Schedule for any single Occurrence regardless of the number of Insured Persons, claims made or persons injured.

Payments under Defence Cover, except a payment made pursuant to a judgment, award or settlement, are in addition to the Sum Insured of Personal Liability shown in Your Policy Schedule.

3. Defence Cover

We will pay the reasonable legal defence costs and legal expenses incurred by an Insured Person with Our prior written consent. In jurisdictions where We may be prevented from defending an Insured Person for a covered loss because of local laws or other reasons, We will pay only those legal defence expenses incurred with Our prior written consent for the Insured Person's defence.

Our duty to pay legal defence costs and legal expenses incurred by an Insured Person ends when the amount We have paid in Damages for that Occurrence equals the Personal Liability cover limit shown in Your Policy Schedule.

4. Additional Covers

In addition to Damages and legal defence costs, We also provide related covers. These payments are in addition to the Sum Insured for Damages and legal defence costs unless stated otherwise or any exclusion applies.

I. Credit Cards, Forgery and Counterfeiting

We will pay up to a total of \$30,000 for:

- a. any amount You or a Family Member are legally obligated to pay resulting from:
 - i theft or loss of a bank card or credit card issued in Your or a Family Member's name; or
 - ii loss caused by forgery or alteration of any cheque or negotiable document.A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with.
- b. loss caused by accepting in good faith any counterfeit paper currency.

At Our option We may defend a claim or suit against You or a Family Member for forgery, counterfeiting or for loss or theft of a bank card or credit card.

II. Golf Exposures

We provide cover for You or a Family Member for the following additional expenses incurred whilst playing golf or participating in activities at a golf club unless otherwise stated or any exclusion applies. This cover applies worldwide.

- a. Third Party Damage
We cover all Property Damage caused by an Insured Person to property owned by others, irrespective of legal personal liability.

- b. Personal Accident
In the event that You or a Family Member suffers Personal Injury whilst playing golf, which results in death or Permanent Total Disablement, We will pay You or a Family Member \$25,000, unless a lower amount is stipulated by law. In the event of death, this benefit will be paid to the estate.
We will not pay more than \$25,000 for any one Occurrence. Loss related to death or loss of limb(s) or eye(s) must occur within twelve (12) months of the date of the Occurrence.

c. Hole in One

We will pay up to \$1,000 for expenses incurred in the Golf Club House following a “hole-in-one” achieved by You or a Family Member during an official competition round. Official certification from Your club or the competition secretary must be submitted as proof in the event of a claim along with the receipt for expenses incurred.

III. Identity Fraud

We will pay up to \$50,000 in total for You or a Family Member’s Identity Fraud Expenses for each Identity Fraud Occurrence during the Policy Period.

Identity Fraud Expenses means:

- a. costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that require that such affidavits be notarised;
- b. costs for registered mail to Police, credit agencies, financial institutions or similar credit grantors;
- c. lost wages as a result of time taken off from work to meet with, or talk to, Police, credit agencies and/or legal counsel or to complete fraud affidavits, up to a maximum payment of \$1,750 per week for a maximum period of six weeks;
- d. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
- e. reasonable legal fees incurred, with Our prior written consent, for:
 - i defence of lawsuits brought against You or a Family Member by merchants or their collection agencies;
 - ii the removal of any criminal or civil judgments wrongly entered against You or a Family Member; or
 - iii challenging the accuracy or completeness of any information in a consumer credit report.
- f. charges incurred for telephone calls to merchants, Police, financial institutions or similar credit grantors or credit agencies to report or discuss an actual Identity Fraud.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of You or a Family Member with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of law.

At Your option:

- a. We will pay the cost to implement a plan to resolve civil or criminal judgments wrongly entered against You or a Family Member and remove all fraudulent entries from Your credit report. You may choose an identity theft restoration service from a panel of firms selected by Us. If a service is not available in Your area, We reserve the right to select the identity theft restoration service; or
- b. We will reimburse You for Identity Fraud Expenses incurred as the direct result of each Identity Fraud.

We do not cover:

- a. loss arising out of Business pursuits of You or a Family Member;
- b. expenses incurred due to any fraudulent, dishonest or criminal act by You or a Family Member or any person acting in concert with You or a Family Member, or by any authorised representative of You or a Family Member whether acting alone or in collusion with others; or
- c. loss other than expenses.

This cover does not apply to loss or damage covered under the Additional Covers benefit entitled Credit Cards, Forgery and Counterfeiting.

IV. Reversal of Damages

We will pay the Reserve Bank of New Zealand Official Cash Rate up to a maximum of \$50,000 per year for a maximum of three (3) years on the amount that You would have received for damages and taxed costs which have been awarded to You or a Family Member, but which have not been paid after 3 months from the date for payment pursuant to a court order or award for;

- a. Accidental Personal Injury; and
- b. Accidental loss of property or
- c. Property Damage,

provided that;

- i the damages awarded were not in respect of an incident arising out of Your profession, occupation or Business;
- ii You would have been covered by this policy if You were in the position of the person You are claiming damages against; and
- iii there is no appeal in progress.

This cover only applies if the damages are awarded by a court in New Zealand. This benefit will cease when You receive Your damages.

V. Forest and Rural Fires Act

We will pay up to \$1,000,000 in total for each Occurrence in respect of:

- a) accidental loss to property where the costs are recoverable from You under Section 43 of the Forest and Rural Fires Act 1977, or
- b) levies imposed on You by a fire authority under Sections 46 or 46A of the Forest and Rural Fires Act 1977.

5. Specific Exclusions

The following exclusions apply to this Section of Your Policy:

I. Aircraft

We do not cover Personal Injury or Property Damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any Aircraft.

However, this exclusion does not apply to Personal Injury or Property Damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any Aircraft chartered by You with qualified and professional crew and operated solely by licensed pilots.

II. Business Pursuits

Personal Injury or Property Damage arising out of an Insured Person's Business pursuits, investment activity or any activity intended to generate a profit. However, this exclusion does not apply to:

- a. voluntary work for an organised and registered charitable, religious or community group; or
- b. Incidental Business activity except where there is other valid or collectible compensation.

III. Care, Custody or Control

We do not cover any loss arising from Property Damage in relation to property owned by, or in the custody, care or control of, an Insured Person.

IV. Contractual Liability

We do not cover Personal Injury or Property Damage arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

V. Dangerous Dogs

We do not cover any loss or damage which an Insured Person may be held liable in relation to a dog defined as 'dangerous' or a 'restricted breed' under statutes, by-laws or regulations.

VI. Directors' Errors or Omissions

We do not cover Personal Injury or Property Damage arising out of any Insured Person's acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to Personal Injury or Property Damage arising out of an Insured Person's actions for a non-profit making corporation or organisation unless any other exclusion applies.

VII. Discrimination

We do not cover Personal Injury arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, handicapped status, sexual preference or any other discrimination.

VIII. Financial Guarantee

We do not cover any loss or Damages for an Insured Person's guarantee of financial performance of any organisation, Insured Person or other individual.

IX. Intentional Acts

We do not cover any Damages arising out of an act intended by any Insured Person to cause Personal Injury or Property Damage, even if the Personal Injury or Property Damage is of a different degree or type than actually intended or expected.

But we do cover such Damages if the act was reasonably intended to protect people or property unless another exclusion applies. An intentional act is one which is done deliberately with conscious design.

X. Insured Person

We do not cover Personal Injury to an Insured Person under this policy.

XI. Mould

We do not cover Personal Injury or Property Damage arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Mould.

However, this exclusion does not apply to Personal Injury or Property Damage arising out of Mould either in or on, a good or product intended for consumption.

XII. Motorised Land Vehicles

We do not cover Personal Injury or Property Damage arising out of the ownership, maintenance, use, loading or unloading of any Motorised Land Vehicle. This exclusion does not apply to unregistered vehicles, which are:

- a. used to service any Residence;
- b. designed to assist the handicapped;
- c. decommissioned Motorised Land Vehicles in storage at Your Residence;
- d. golf buggies; or
- e. quad bikes or motorcycles of under 51cc used within the grounds of a Residence listed in Your Policy Schedule;

unless being used for racing or time trials.

XIII. Nuclear Hazard

We do not cover Personal Injury or Property Damage caused directly or indirectly by Nuclear Hazard, radiation, or radioactive contamination, regardless of how it was caused.

XIV. Professional Services

We do not cover Personal Injury or Property Damage arising out of an Insured Person's performance or failure to perform professional services for which any Insured Person is legally responsible or licensed.

XV. Sexual Molestation or Corporal Punishment

We do not cover Personal Injury arising out of any actual, alleged or threatened:

- a. sexual molestation, misconduct or harassment;
- b. corporal punishment; or
- c. sexual, physical or mental abuse.

XVI. Swimming Pools

We do not cover any claims arising out of or in connection with Your failure or the failure of an Insured Person to comply with statutes, by-laws or regulations concerning the installation or maintenance of swimming pool fencing.

XVII. Transmittable Diseases

We do not cover Personal Injury resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an Insured Person to anyone. We do not cover any Damages for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

XVIII. War

We do not cover Personal Injury or Property Damage caused directly or indirectly by war, including the following and any consequence of the following:

- a. undeclared war, civil war, insurrection, rebellion or revolution;
- b. warlike acts by a military force or military personnel; or
- c. the destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

XIX. Watercraft

We do not cover Personal Injury or Property Damage arising out of the ownership, possession, maintenance, use, operation, transportation, loading, unloading or towing of any Watercraft that is eight (8) metres or more in length or fifty (50) or more horsepower and which is owned by You or an Insured Person or lent or rented to You or an Insured Person for longer than thirty (30) days.

XX. Wind Powered Land Vehicles

We do not cover Personal Injury or Property Damage arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

XXI. Accident Compensation

We do not provide cover for amounts that are recoverable under the Accident Compensation Act 2001.

XXII. Wrongful Termination

We do not cover Personal Injury arising out of wrongful termination of employment.

SECTION VI – Personal Safeguard

1. Basis of Cover

This Section of Your Policy covers You or a Family Member for losses as defined under this Section following a covered Traumatic Loss, anywhere in the world except those places listed on the New Zealand Government's travel advisory and consular assistance service as places and destinations that You or a Family Member:

- a. should not travel to; or
- b. should reconsider travelling to,

unless stated otherwise in Your Policy or any exclusion applies.

The New Zealand Government's travel advisory and consular assistance service is available online at www.safetravel.govt.nz.

2. Payment of a Loss

Expenses

We will pay You or a Family Member for Expenses incurred as a result of a Traumatic Loss up to the limits of liability shown below for each covered benefit. We will not pay more than the limit of liability shown for each covered benefit, regardless of how many policies, people or types of Traumatic Losses are involved in a Loss Event.

In the event of a Loss Event involving more than one Traumatic Loss, We will only pay a benefit under one covered Traumatic Loss. We will pay the benefit under the covered Traumatic Loss that is more favourable to You or a Family Member.

In this Section, Expenses mean the reasonable and necessary costs of the following:

- I. The reasonable and necessary fees and costs You or a Family Member incur up to 12 months following a Traumatic Loss for the following:
 - a. a professional independent forensic analyst;
 - b. a professional public relations consultant;
 - c. a qualified interpreter;
 - d. an independent professional security consultant; or
 - e. an independent professional negotiator.We will pay up to \$100,000 in total for each Loss Event.
- II. Travel, accommodation and meal expenses incurred by You or a Family Member including but not limited to travel costs while attempting to resolve a Traumatic Loss for the following:
 - a. in the event of a Kidnapping or Child Abduction, the costs to rejoin immediate family upon release;
 - b. the costs to evacuate following a Traumatic Loss; and
 - c. in the event of a Home Invasion or Stalking threat, the costs to temporarily relocate Your household.We will pay up to \$25,000 in total for each Loss Event.

- III. Expenses for rest, counselling and rehabilitation for You or a Family Member, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 12 months of the Traumatic Loss. This includes any related travel, accommodation and meal expenses.

This cover extends to the following:

- a. Your chauffeur in the event of a Car Jacking, up to a limit of \$10,000;
- b. Your Guest in the event of a Home Invasion; and
- c. a Covered Relative in the event of a Car Jacking, Child Abduction or Kidnapping. We will pay up to \$50,000 in total for each Loss Event.

- IV. The increased costs of security due to a Traumatic Loss including but not limited to changing locks, improving alarm systems, the hiring of additional security guards, hiring of armoured vehicles and overtime paid to existing security staff for a period of 90 days.

We will pay up to \$25,000 in total for each Loss Event. In addition, with Our prior approval, We will pay up to \$5,000 to improve the security of Your Residence, Your Motorised Land Vehicle or Your Watercraft to prevent a future Traumatic Loss.

- V. Loss of Income for You or a Family Member during the 60 days following a Loss Event.
We will pay up to \$50,000 for each person up to a maximum of \$75,000 in total for each Loss Event.
No coverage is provided if immediately prior to a Traumatic Loss the person was receiving disability or unemployment compensation or was on personal or medical leave.
- VI. The amount paid as a reward by You or Us to an Informant for information:
- relevant to the resolution of a Traumatic Loss;
 - which leads to the recovery of You, a Family Member or a Covered Child; or
 - which leads to an arrest and conviction of parties responsible for the loss covered under this Section.
- We will pay the reward amount up to \$25,000 in total for each Loss Event.

Notwithstanding any of the above, We will not pay any expenses for a professional service for which You, a Family Member, a Covered Relative, Your Guest or Your chauffeur is entitled to receive cover under the Accident Compensation Act 2001 or any replacement legislation, or under any other statute or insurance policy.

3. Specific Definitions

The following words have the same meaning used throughout this Section. Should any conflict arise between any definition in the General Definitions Section and this Section, the definitions in this Section will prevail, but only to this Section of Your Policy.

Accidental Death means the death of You, a Family Member, a Covered Relative or a Covered Child as a result of an Accident during a Traumatic Loss and includes:

- clinical death, as determined by a Physician or a local governing medical authority; or
- the absence of communication from You, a Family Member, a Covered Relative or a Covered Child for a period of two (2) years after a covered Traumatic Loss.

Accidental Loss used with reference to hand, foot, thumb or index finger means the loss by physical severance or the total and permanent loss of use of said member as a result of an Accident, as determined by a Physician.

Accidental Loss of eye(s) means the total and irrecoverable loss of sight as a result of an Accident, as determined by a Physician.

Accidental Loss of hearing means the permanent total loss of hearing in both ears as a result of an Accident, as determined by a Physician.

Accidental Loss of speech means the permanent total loss of the capability of speech as a result of an Accident, as determined by a Physician.

Beneficiary means the estate of the deceased person We will pay in the event You, a Family Member, a Covered Relative or a Covered Child suffers Accidental Death.

Car Jacking means the unlawful forced removal or detention of You or a Family Member operating or occupying any Motorised Land Vehicle during the theft or attempted theft of that vehicle. A Covered Relative is covered if holding a required drivers licence and operating the vehicle with Your permission. A chauffeur is covered if driving You or a Family Member.

Child Abduction means the wrongful and illegal seizure, false imprisonment of a Covered Child by someone other than a Parent or legal guardian, or an agent of either, where there is no demand for the ransom monies during the Policy Period.

Covered Child means Your, a Family Member's or a Covered Relative's child under the age of 13 in the care of You or a Family Member.

Guest means:

- any regular domestic employee at Your Residence(s) listed in Your Policy Schedule; or
- any other person invited as a guest of You or a Family Member to Your Residence(s) listed in Your Policy Schedule or Temporary Residence.

Guest does not include individuals:

- a. who live with You or a Family Member irrespective of whether they are related to You or a Family Member or not;
- b. who shares the cost of lodging in a Temporary Residence; or
- c. who are unknown to You or a Family Member and had been coincidentally invited by someone else.

Hijacking means the holding under duress for any reason other than Kidnapping of You or a Family Member while travelling in an Aircraft, Watercraft or Motorised Land Vehicle.

Home Invasion means an unlawful act of violence or threat of violence to You, a Family Member or Your Guest by a person who unlawfully enters Your Residence or Temporary Residence, while You, a Family Member or Your Guest are present.

Income means:

- a. where You or a Family Member receive a salary, 60% of the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- b. where You or a Family Member receive a TEC (Total Employment Cost) package or salary package, 60% of the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- c. where You or a Family Member is self-employed, 60% of the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income; derived during the 12 calendar month period immediately preceding the Traumatic Loss giving rise to the claim under the policy.

Informant means a person, other than You, a Family Member or Covered Relative providing information not otherwise obtainable, solely in return for a reward offered by You or Us.

Kidnapping means any event or connected series of events of seizing, detaining or carrying away by force or by fraud of You, a Family Member or Covered Relative if visiting or travelling with You or a Family Member (except a minor by his/her Parent(s)) for the purpose of demanding money or other consideration in exchange for their release.

Loss Event means an incident involving one or more Traumatic Losses.

Motorhome means a caravan or a vehicle with purpose built sleeping quarters for at least three (3) people.

Mutilation means complete severance of an entire ear, finger, nose, toe or genital organ.

Parent means the natural and legal parents, step-parents, legal guardian or foster parent of Your child.

Permanent Total Disability means disablement as the direct result of a Traumatic Loss, which:

- a. continues for a period of 12 consecutive months; and
- b. is confirmed as total, continuous and permanent by a Physician 12 consecutive months after the Traumatic Loss; and
- c. entirely prevents the Insured Person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of the Insured Person's life.

Stalking means an act or acts committed with the intent to damage property owned by You or a Family Member, or to harass, injure or harm You or a Family Member. The person committing the act is the subject of a court order or injunction issued to protect You or a Family Member. Stalking committed by a person under a court order or injunction will constitute one Traumatic Loss regardless of the number of acts or incidents of Stalking or the period of time over which the Stalking takes place.

Temporary Residence means the following that You, a Family Member, a Covered Relative or Guest are occupying or have been invited to visit:

- a. a dwelling not owned by You;
- b. Your room(s) in a hotel, motel, inn, villa, spa, resort, hostel or dormitory; or
- c. Your room(s) in a commercial ocean liner or other Watercraft; or
- d. a Motorhome.

Traumatic Loss means any of the following: Kidnapping, Child Abduction, Stalking, Home Invasion, Car Jacking or Hijacking.

Watercraft means a watercraft with sleeping quarters for at least three (3) people.

4. Additional Covers

Accidental Death and Dismemberment Benefit

We will pay the benefits shown in the Table of Benefits below to any Insured Person who suffers from Accidental Death, Permanent Total Disability, Accidental Loss or Mutilation as the direct result of a covered Traumatic Loss.

When more than one injury arises from one covered Traumatic Loss, the benefits will be added together but shall not exceed the amount of the Accidental Death benefit.

Where the victims of Accidental Death are children under the age of twenty three (23), the amount of the benefit payable is limited to \$10,000.

The Accidental Death benefit will be paid to the Beneficiary. Any other benefits will be paid to the Insured Person who has suffered injury as a result of a covered Traumatic Loss.

If more than one Insured Person suffers an injury (including Accidental Death) in the same covered Traumatic Loss, We will not pay more than \$50,000, which sum will be divided proportionately based on the amount of each benefit as shown in the Table of Benefits.

Table of Benefits

Description of injury	Amount
1. Accidental Death	\$50,000
2. Permanent Total Disability	\$50,000
3. Accidental Loss of both eyes	\$50,000
4. Accidental Loss of speech and hearing	\$50,000
5. Accidental Loss of speech and loss of one hand	\$50,000
6. Accidental Loss of speech and loss of one foot	\$50,000
7. Accidental Loss of speech and loss of one eye	\$50,000
8. Accidental Loss of both hands or both feet	\$50,000
9. Accidental Loss of one hand and one foot	\$50,000
10. Accidental Loss of one hand and one eye	\$50,000
11. Accidental Loss of one foot and one eye	\$50,000
12. Accidental Loss of speech	\$25,000
13. Accidental Loss of hearing	\$25,000
14. Accidental Loss of one foot	\$25,000
15. Accidental Loss of one hand	\$25,000
16. Accidental Loss of one eye	\$25,000
17. Accidental Loss of thumb and index finger	\$12,500
18. Mutilation	\$12,500

5. Specific Exclusions

The following exclusions apply to this Section of Your Policy:

I. Acts of Certain Persons

- a. We will not pay any benefit arising from a loss caused by an Insured Person, a relative of an Insured Person, an estranged or former spouse of an Insured Person, a domestic or former domestic partner (whether de facto or otherwise) of an Insured Person or any person acting on their behalf, whether alone or in collusion.
- b. We will not pay any benefit for Hijacking if the Hijacking is caused by any person accompanying You or a Family Member whilst travelling.
- c. We will not pay any benefit for Car Jacking if the Car Jacking is caused by a person known to You, a Family Member, a Covered Relative or Your chauffeur.

II. Children in Your Care

We do not cover Accidental Death and Dismemberment loss for children in the care of You or a Family Member when:

- a. You or a Family Member are participating in any organised activity; or
- b. You or a Family Member are providing this care as a home day care provider in Your Residence(s) listed in Your Policy Schedule and You or a Family Member earns annual gross revenues in excess of \$5,000 as a home day care provider.

We do cover Your children or the children of a Family Member.

III. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure of any property by any government or public authority.

IV. Dishonest or Intentional Acts

We do not cover any loss or damage as a direct or indirect result of:

- a. a dishonest or criminal act committed by, or at the direction of, You or any other Insured Person; or
- b. an intentional or deliberate act, committed by, or at the direction of, You or any other Insured Person, unless the act is committed for the purpose of preventing Personal Injury or Property Damage.

V. False Report

We will not pay any benefit arising from any false reports by You or a Family Member or any person acting on behalf of an Insured Person under this Section, whether acting alone or in collusion with others.

VI. Legal Counsel

We will not pay any legal fees or expenses incurred by an Insured Person.

VII. Ransom

We do not cover ransom monies.

VIII. Loss of Salary

If You or a Family Member received any benefits (for example, but not limited to, Accident Compensation payments, unemployment benefit, salary and wage continuation or pension) prior to a loss under this Section, We will not pay any such benefits following a loss under this Section.

IX. Suicide or Intentional Dismemberment

We will not pay any benefits as the result of suicide, attempted suicide, threatened suicide or an intentional self-inflicted injury.

X. Vehicles used for a Fee

We will not pay any benefit if an Insured Person owns or operates a Motorised Land Vehicle or Watercraft while it is being used to carry people or property for a fee.

SECTION VII – General Terms and Conditions

The following terms and conditions apply to all Sections of Your Policy:

1. **Alterations, Additions or Renovations**

It is a condition of this Policy that You advise Us of any alterations, additions or renovations to Your Home or Other Structures located at Your Residence that will cost over \$200,000 or will cost more than 10% of the Sum Insured for Your House, whichever is the lesser. You have an obligation to advise Us of these matters both at the beginning and completion of the alterations, additions or renovations. We may adjust the terms based on the information You provide. Failure to notify Us, or supplying Us with insufficient or incorrect details may result in Us reducing or refusing to pay a claim.

2. **Assignment**

No one covered under this Policy may assign or transfer any right or interest in regard to the Policy without Our prior written consent.

3. **Bankruptcy or Death**

The Insured Person's bankruptcy or insolvency shall not relieve Us of any of Our obligations. Further, if the Insured Person dies or becomes bankrupt or insolvent during the Policy Period, this Policy, unless cancelled, will cover the Insured Person's legal representative for the remainder of the Policy Period, unless an exclusion applies under the Policy.

4. **Changes**

If We are advised by You of any change in circumstance which will affect this insurance, We reserve the right to amend any of the terms or conditions of this insurance following at least thirty (30) days notice to You by Us. No change or modification of this Policy shall be effective except when made by written endorsement signed by Us.

5. **Duplicate Cover**

If You have a loss that is covered under more than one Section of Your Policy, We will only pay You under the Section that provides You the most coverage. However, if the Private Collections unspecified cover and the Contents cover are shown in Your Policy Schedule, and a loss is covered under both Sections, Your cover will be the total of both the Private Collections unspecified limit and the Contents limit, subject at all times to the Special Limits for contents and the policy terms, conditions and exclusions.

6. **Construction, Severability and Conformance to Statute**

If any provision contained in this Policy is for any reason held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this Policy.

If any provision contained in this Policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

Any provisions of this Policy which are in conflict with any New Zealand statutes or regulations are hereby amended to conform to such statutes or regulations.

7. **Insurable Interest**

We will not pay for any loss if You or an Insured Person has no insurable interest at the time of the loss.

We will only pay Your proportion of a valid claim if there are two or more people with an insurable interest including You.

8. **Law and Legislation Changes**

Any interpretation of this Policy or issue relating to its construction, validity or operation shall be made in accordance with the laws of New Zealand. Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law. Except as otherwise provided herein, the parties will submit to the exclusive jurisdiction of the New Zealand Courts.

9. **Liberalisation**

If We broaden the cover provided by Your Policy without an additional premium charge, the changes will automatically apply to Your Policy as of the effective date on which the changes are adopted.

10. Mortgagee or Loss Payee

If a mortgagee or loss payee is named in Your Policy Schedule, We may pay any claims to them and You subject to the order of precedence of each mortgagee or loss payee. If Your claim is denied to You, the denial will not apply to the mortgagee or loss payee if it is a valid claim, but only if they:

- a. Pay outstanding premium that:
 - i is due on this Policy; and
 - ii You have neglected to pay.
- b. Submit a statement of loss within sixty (60) days after receiving notification from Us of Your failure to have done so.

If We pay the mortgagee or loss payee for any loss that We have denied to You then:

- a. We have all subrogation rights of the mortgagee or loss payee granted under the mortgage on Your property; or
- b. We may pay the mortgage plus any accrued interest to the mortgagee or loss payee and will then have full assignment and transfer of the mortgage and all securities held as deposits or collateral to the mortgage debt.

However cover under this clause is available at Our absolute discretion.

If the Policy is cancelled or non-renewed by Us, We will inform the mortgagee or loss payee in writing at least three (3) days before the cancellation or non-renewal date.

11. Physical Examination and Autopsy

An Insured Person making a claim under any personal accident benefits of this Policy must submit to physical examinations as often as We reasonably require by Physicians of Our choice. In the event of an Accidental Death, We reserve the right to have an autopsy completed by a Physician We select, unless prohibited by law. Any examination or autopsy that We require will be completed at Our expense.

12. Policy Period

All covers in this Policy apply only to Occurrences or Loss Events that take place while this Policy is in force, commencing and ending at 4.00 p.m. on the first and last day of the Policy Period stated in Your Policy Schedule.

13. Recovery

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all of Your or an Insured Person's rights of recovery in respect of the payment. You or an Insured Person (as required) shall execute all papers required and shall do everything necessary to secure any rights, including the execution of any documents necessary to enable Us effectively to bring suit in the name of You or an Insured Person whether such acts shall be or become necessary before or after payment by Us.

14. Sum Insured Adequacy

You must keep the sums insured at a level which represents the full value of the property.

Full value should represent:

- a. for the House and Other Structures – the full rebuilding cost including professional fees;
- b. for Contents and personal possessions – the replacement cost as new; and
- c. for Fine Arts and antiques, valuables, precious metals – the current Market Value

All claims will be paid in New Zealand currency.

15. Sanctions

If, by virtue of any law or regulation which is applicable to Us, Our parent company, or Our ultimate controlling entity (or any other insurer of this Policy, its parent company or its ultimate controlling entity), at the inception of this Policy or at any time thereafter, providing coverage to the Insured Person is or would be unlawful because it breaches an applicable embargo or sanction, We (or the affected insurer) shall provide no coverage and have no liability whatsoever nor provide any defence to any Insured Person or make any payment of defence costs or provide any form of security on behalf of any Insured Person, to the extent that it would be in breach of such embargo or sanction.

16. Goods and Services Tax (GST)

All sums insured, excesses and policy limits include Goods and Services Tax (GST).

17. Currency

Any amounts shown in this Policy Wording and on the Policy Schedule are in New Zealand Dollars.

18. Your Duties After a Loss

In the event of an Occurrence or Loss Event which is likely to involve this Policy, or if You or any other Insured Person under this Policy is sued in connection with an Occurrence or Loss Event which may be covered under this Policy, You or an Insured Person (where applicable) must:

- a. give prompt notice to Us or Your intermediary;
- b. notify the local Police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to You;
- c. notify the credit card, bank card or card issuing company in case of loss under credit card cover;
- d. protect the property from further damage. If repairs to the property are required, You must:
 - i. make reasonable and necessary repairs to protect the property; and
 - ii. keep an accurate record of all repair expenses;
- e. provide Us with bills, receipts and related documents;
- f. as often as We reasonably require:
 - i. make available to Us the damaged property for inspection;
 - ii. provide Us with records and documents We request;
 - iii. submit to separate examination; and
 - iv. agree to an interview;
- g. provide Us with the names and addresses of any known persons injured and any available witnesses;
- h. provide Us with any legal documents and other documents which will help Us defend any Insured Person;
- i. assist and co-operate with Us in the conduct of the defence by helping Us:
 - i. to make settlement;
 - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an Insured Person;
 - iii. to attend hearings and trials; and
 - iv. to secure and give evidence and obtain the attendance of witnesses;
- j. co-operate with Us to establish all available information in connection with the claim. You will also be expected, at Our request, to produce:
 - i. the full particulars of the claim in writing, and
 - ii. any records or documentation pertaining to the claim, and which We are permitted to make copies of; and
- k.
 - i. not make any admission of liability;
 - ii. not take any action which may be construed as an admission of liability;
 - iii. not repudiate or settle any claims without Our written consent;
 - iv. not waive any rights of recovery without Our prior written consent; or
 - v. not disclose the existence of this Policy to any person who may have a claim against You or an Insured Person.

Notes

[illegible]

Notes

Insurance products and services are provided by AIG Insurance New Zealand Limited, a subsidiary of American International Group, Inc. (AIG). You should read the Policy Wording and Schedule of Benefits and consider these in light of your personal circumstances, prior to making any decision to acquire the product. For additional information, please visit our website at www.aig.co.nz.

American International Group, Inc. (AIG) is a leading global insurance organization. Founded in 1919, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security.

AIG's core businesses include Commercial Insurance and Consumer Insurance, as well as Other Operations. Commercial Insurance comprises two modules – Liability and Financial Lines, and Property and Special Risks. Consumer Insurance comprises four modules – Individual Retirement, Group Retirement, Life Insurance and Personal Insurance. AIG common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

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Contact

For all policy queries, or to lodge a claim, please contact your insurance broker in the first instance.



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