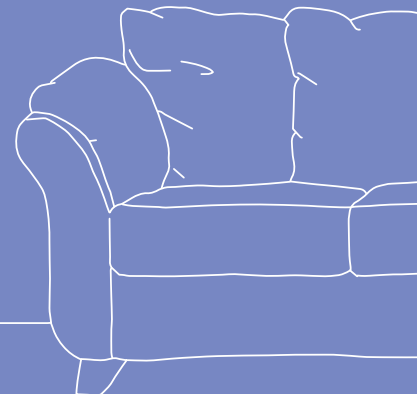
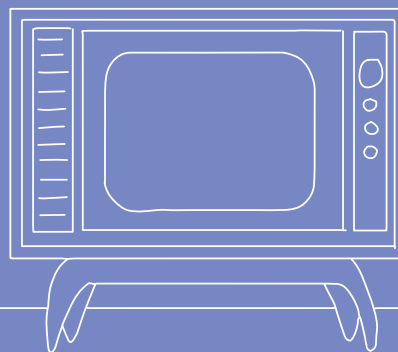
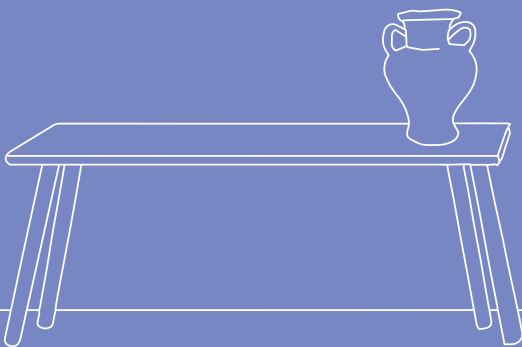
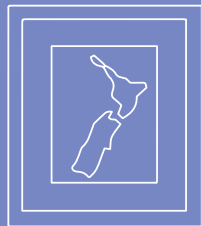




# Your Contents Insurance Policy



## Contents

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## Your policy

Welcome to Trade Me Insurance.  
Thanks for putting **your** trust in **us** to help look after **your** valuable assets.

**Your** Trade Me Insurance Contents Policy, underwritten by Tower Insurance Limited, includes this wording, **your** answers from **your** application and declaration, the **certificate of insurance** and **your** invoice, each / all completed on the information **you** provided to **us**.

The cover provided under the policy, including any extra cover under Benefits or Optional benefits are subject to the general conditions, exclusions, obligations and limits of the policy.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please contact **us** at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz)

In this policy some words are in bold, e.g. **you**. This indicates that the words have a special meaning. To find out the meaning, please refer to the section – 'Meanings of words'.

## Our guarantee

If **you** are not completely happy with **your** policy, **you** can cancel it within 30 days of the start date so long as **you** have not made any claims.

**We** will refund any premiums **you** paid and **we** will both regard this policy as never having started.

## How we will communicate with you

**We** will communicate with **you** to **your** last notified email address.

**You** must keep that email address valid and make sure that **you** check it on a regular basis.

**You** must tell **us** if **you** change **your** email address.

**Your** latest **certificate of insurance**, invoice and any communications concerning changes to **your** policy, premiums and arrears will be available to **you** in the Trade Me Insurance website. **You** must log in to this website to view these documents.

## What you must tell us

**We** have listed here some important obligations for **you** and any person in charge of **your contents** with **your** permission.

**We** will be honest and fair with **you** and **you** must be honest and fair with **us**.

All **your** statements made in relation to this policy or any claim must be correct before **we** have any liability under this policy or pay **your** claim. **We** must receive all relevant information.

This means that **we** need **you** to tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you** or the terms on which **we** insure **you**.

If any circumstances change or may change during the time **we** provide **your** insurance it is important **you** tell **us**. This applies when the policy starts, at any time while it is in force and when it renews.

Examples of a change in circumstances or any other information may include:

1. if the use or occupation of the **house** or land at the **situation** changes to include any business use,
2. if any structural alteration or addition is made to **your house**,
3. if **your house** becomes tenanted or becomes a holiday home,
4. if **your** holiday home is occasionally rented, or
5. if **you** or any person who may occupy **your house** are charged with, or convicted of, or commits any criminal offence other than traffic offences.

These examples are a guide only. If **you** are in any doubt **you** should disclose information by emailing **us** the details, whether or not **we** have asked questions that relate to it.

**We** may change the terms on which **we** insure **you**, or the premium, to reflect the change in circumstances that **you** have disclosed to **us**.

If **you** do not comply with **your** obligations under this section – 'What you must tell us', **we** have the option to decline any claim (and recover any claims payment already made). **We** may also cancel or avoid this policy. If **we** cancel **we** will give **you** 14 days' notice emailed to **your** last known address on **our** records. If **we** do this **we** will refund **your unused premium**.

If **we** avoid **your** policy, it will be treated as if it had never been taken out, and **you** may be required to refund any claims payments **we** have previously paid to **you** under **your** policy (if any). If **we** do this **we** will email to **your** last known address on **our** records and **we** will refund **your** entire premium paid.

## Some of your other important obligations

**You** and any person in charge of **your contents** with your permission must:

1. allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent,
2. allow **us** to inspect the loss or damage and deal with any salvage in a reasonable manner. No property may be abandoned to **us**,
3. allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have,
4. cooperate fully in any recovery action **we** may take,
5. comply with all **our** requests relating to **your** claim including providing all cooperation, information and assistance,
6. ensure that all **your** buildings and **house(s)** are securely locked when unattended,
7. establish that **you** have complied with all of **your** obligations under this policy and that none of the exclusions apply,
8. inform the Police if it appears that there has been arson, theft, burglary or malicious damage,
9. not cause or facilitate loss or damage to any property covered by this policy or incur liability by any unreasonable, reckless or wilful act or omission,
10. not discuss a claim made on **you** by another person with them. Instead, refer them to **us**,
11. not make a claim that is false or fraudulent in any way or make any false or incorrect statements in connection with any claim,
12. not start repairs to **your contents** without **our** prior approval,
13. provide **us** immediately with full particulars of any claim made against **you** by another person and all legal documents served on **you** and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of **your** defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence,
14. take all steps which **we** consider reasonable to prevent further loss or damage,

15. take reasonable care to protect **your contents**

16. tell **us** if any lost or stolen property which was part of the claim is found or recovered and hand it over to **us** or at **our** option refund any money paid by **us** if **we** request it, and

17. tell **us** if any person is ordered to make reparation to **you** for any loss or cost which was part of the claim and reimburse **us** for that payment as soon as **you** receive any reparation.

Otherwise **we** may decline **your** claim and / or recover any payment already made.

All premiums must be paid in full by the due date for payment of such premiums. If any premium payable by **you** remains unpaid 28 days following the due date for payment of premium, **we** may cancel this policy (effective from the first day of the period to which the unpaid premium relates).

## If you have a concern

**We** always strive to give the best possible service. So, if you're not happy with something - anything - please let **us** know. We'll aim to get it sorted for **you** quickly and fairly.

Often a quick conversation with **us** can help sort things out. But, every now and then there'll be an issue that can't be easily resolved.

If that's the case, we'll talk **you** through **our** internal disputes resolution procedure. And if **we** still can't agree, we'll let **you** know how **you** can access **our** external disputes resolution provider.

If **you** would like more information, email **us** at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz)

## Meanings of words

### Bodily injury

**Bodily injury** (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.

### Certificate of insurance

The certificate of insurance first issued to **you** or any further certificate issued as a result of a change to the policy during the **period of insurance** or a certificate is issued for renewal of the policy (whichever applies).

## Collection(s)

A group of objects brought together in order to show or study them as a hobby, such as but not limited to stamps, coins, collector cards, medals, trophies, models or libraries of unusually large numbers of books, CD's DVD's, other digital media or comics.

## Contents

Any of the following tangible items that **you** own (or hire for which **you** are liable) and that are usually kept in or around the **situation** and items that are normally worn or carried by **you**.

e.g.:

Personal electronics and media including but not limited to phones, mobile phones, tablets, home office equipment, MP3 players, laptops, PC's, stereos and stereo equipment, TV's, digital media equipment, cameras portable gaming devices, e-book readers.

Personal effects including but not limited to clothing, footwear, jewellery, cosmetics and toiletries, spectacles, dentures and hearing aids.

Media / hobby items including but not limited to books, CD's, DVD's computer game software, craft and hobby materials, musical instruments **collections**.

Household items including but not limited to furniture, furnishings, art works, ornaments, electrical appliances not permanently plumbed or wired into **your** home, kitchenware, crockery, cutlery, food items, household linens, rugs and carpets not glued or tacked to the floor.

Outdoor items including but not limited to outdoor furniture, portable spa pools, gardening equipment, handyman equipment, domestic power tools.

Sports and camping equipment including but not limited to **watercraft**, bicycles.

## Dependent children

Children aged up to 24 years who are single and who have no children of their own and who live with **you**. Dependent children must be totally or substantially reliant on their parents for support.

## EQCover

The Earthquake Commission Act 1993 or any amendments or any Act(s) passed in substitution of that Act.

## Excess

The amount of any claim which **you** must bear. The excess applies to each and every event that results in a claim.

The amounts are shown in the **certificate of insurance** and / or in the wording.

Where **you** discover damage caused on multiple occasions then an excess will be applied in relation to each occasion or event that occurred.

Where a Benefit or Optional benefit specifies an additional excess, that additional excess will apply over and above any other excess in **your** policy or in the **certificate of insurance**.

## House

The domestic building **you** own, lease or rent at the **situation** and any domestic structure on the domestic land that goes with it.

## Natural disaster damage

Sudden and accidental physical loss or sudden and accidental physical damage as a direct result of earthquake, **natural landslip**, volcanic eruption, hydrothermal activity or tsunami and includes physical loss or physical damage occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of, or to otherwise reduce the consequences of, an earthquake, **natural landslip**, volcanic eruption hydrothermal activity or tsunami. It does not include any loss or damage for which compensation is payable under any Act of Parliament other than **EQCover**.

## Natural landslip

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

## Occurrence

An act or omission during the **period of insurance** including repetitive or continual exposure to the same conditions as a result of which **you** are charged with an offence under Sections 9, 11, 12, 13, 14, or 15 of the Resource Management Act 1991 or any amendments or any Act(s) passed in substitution of that Act. Where the elements of an occurrence take place during more than one **period of insurance** the **occurrence** shall be treated as taking place during the **period of insurance** in which the first act / omission forming part of the occurrence took place.

### Period of insurance

The period shown in the most current **certificate of insurance**.

### Personal aids

Devices or equipment designed to aid a disability such as but not limited to dentures, hearing aids, prosthetic limbs, wheelchairs and mobility scooters.

### Present day value

The cost at the time of the loss or damage of rebuilding, replacing or repairing **your contents** to a condition no better than new, less an appropriate allowance for depreciation and deferred maintenance.

### Situation

The location which is shown in the **certificate of insurance**.

### Unused premium

Premium for the days **you** have paid for, but will not be insured (calculated as at the effective date of cancellation).

### Watercraft

Such as but not limited to: canoe, dinghy, inflatable dinghy, kayak, kiteboard, kontiki-type fishing equipment, surfboard, surf ski, wave ski, windsurfer and their accessories.

### We, us or our

Tower Insurance Limited.

### You or your

The person(s) named in the **certificate of insurance** as the insured, and **your** spouse, civil union or de facto partner and your **dependent children** normally residing at the **situation**.

**You** or **your** does not include family members such as a parent, grandparent, brother or sister unless they are named in the **Certificate of insurance**.

Where **you** jointly own the **contents** this policy insures **you** jointly.

## What your contents are insured for

Sudden and accidental physical loss or sudden and accidental physical damage happening during the **period of insurance**, unless excluded by this policy.

## Leaving your house unoccupied

If **your house** type is recorded on the current **certificate of insurance** as either a residential or tenanted property and **your house** is going to be unoccupied for more than 60 consecutive days, **we** will apply an additional **excess** of \$1,000 in the event of a claim for loss or damage to **your contents** during this period.

This additional **excess** does not apply once **your house** is occupied again.

## What contents we will cover for repair or replacement

All items insured under this policy are covered for repair or replacement, except those listed in 'What we will cover at present day value' below and any item **you** choose not to repair or replace.

Any items specified on the latest **certificate of insurance** with a sum insured will be covered for that specified amount.

## What contents we will cover for present day value

### Present day value items are:

- Books, magazines, CD's DVD's, games software, records.
- Clothing, including footwear.
- Computers (desktops, laptops, tablets, notebooks and e-books) and their software and accessories over three years old.
- **Collections**.
- Cosmetics and toiletries.
- Craft and hobby materials.
- Household linen.
- Any items purchased or obtained second hand.

## Limits on unspecified contents

### Money, bullion, precious stones, negotiable securities or documents

Up to \$1,000 in total per event.

### **Jewellery per item or set including watches and photographic and video equipment including their accessories, unless a specified sum insured is shown on your certificate of insurance**

Up to \$2,000 for any one item per event.

Up to \$10,000 in total for unspecified items per event.

### **Collections other than furniture and furnishings**

Up to \$2,000 for any one collection, per event.

### **Any artwork unless a specified sum insured is shown on your certificate of insurance**

Up to \$5,000 for any one item per event.

### **Any other single item unless a specified sum insured is shown on your certificate of insurance**

Up to \$5,000 for any one item per event.

## How to make a claim

It is important that **you** tell **us** when **you** become aware of any circumstances which may result in a claim.

**You** can tell **us** about **your** claim by logging into [Trade Me Insurance](#) and completing a claims lodgement form.

In order to avoid delays with **your** claim **you** should also provide proof of purchase (e.g. receipts, bank statements, credit card vouchers, warranties, guarantees, etc) for any property for which **you** wish to claim.

**You** may be asked to provide a written statement. If **you** are, **we** must receive that statement within 30 days of **our** request.

## How we will look after your claim

When **you** contact **us** to make a claim **we** will:

1. process **your** claim within the terms of the policy,
2. explain how the claims process works,
3. explain what **we** need to go ahead with **your** claim,
4. if required, arrange for an assessor to inspect the damage and explain the procedure that will be followed,
5. keep **you** updated on **your** claim's progress,
6. give **you** all the information **you** need on how **we** will settle **your** claim, and
7. if **we** decline **your** claim, **we** will clearly explain why.

## How we will settle your claim

**We** will arrange for the repair, replacement or pay for the loss, once **your** claim has been accepted.

### **In all cases:**

1. if **you** pay **your** premiums by instalments and **your contents** suffer a total loss **you** must pay the rest of the annual premium before **we** settle your claim,
2. **we** have the option whether to make payment, replace or repair **your contents**,
3. **we** will use a supplier of **our** choice,
4. **we** will pay in line with the sections - 'Liability protection' and 'What benefits you are covered for under liability protection' for all costs and expenses incurred by **you** with **our** approval in defending claims under liability protection plus any costs and expenses awarded against **you**,
5. **we** will pay in line with the sections - 'What contents we will cover for repair or replacement' and 'What contents we will cover for present day value', and
6. **we** may make payment to an interested party (finance company etc.) if **you** have one registered on certain **contents**. Their receipt will discharge **us** completely.

### **We are not bound to:**

1. pay for wall, floor or window coverings not located in the room or rooms where the loss or damage occurred,
2. pay more than the **present day value** until the cost of replacement is actually incurred,
3. pay more than the sums insured shown in the **certificate of insurance**,
4. pay the cost of replacement or repair to **your contents** beyond what is reasonable, practical or comparable to the original,
5. pay more than the cash equivalent for the unconsumed portion of **your** cosmetics and / or toiletries,
6. pay more than the **present day value** up to a maximum of 75% of the replacement value of **your** jewellery including watches if **you** choose not to replace or repair **your** jewellery including watches, or
7. repair or reinstate **your contents** exactly to their previous condition.

## What benefits you are covered for

### Frozen food deterioration

If **your** refrigeration equipment accidentally stops during the **period of insurance** and **your** frozen food deteriorates to the point where it is not fit to eat **we** will pay **you** the value of the loss or \$500 whichever is the less.

**We** will also pay the cost to repair any loss or damage caused by the spoiled food.

This benefit is free of any **excess**.

### Gradual damage

If **your contents** suffer accidental physical damage through gradual deterioration, mildew, mould or rot as a result of the leaking of:

1. a permanent and hidden internal water supply pipe,
2. a permanent and hidden internal waste disposal pipe, or
3. an internal water supply tank

installed at the **situation**, **we** will pay up to \$2,500 to repair the resulting damage (but not the cost of locating and repairing the leak) provided the leak first occurred during the time that **we** insure **your contents**.

If **you** have this benefit with **us** under any other policy then the maximum amount **we** will pay under all policies is \$2,500 per event.

### Inflation protection

To help protect **you** from inflation the sum insured shown in the **certificate of insurance** may be increased at the renewal of **your** policy based on the changes in the appropriate parts of the Consumer Price Index. **Your** premium at renewal will be calculated on the revised sums insured.

### Keys and locks

If **your house** keys or remote door opener(s) are stolen or believed on reasonable grounds to have been illegally duplicated or it is reasonable to believe that the combination number of an electronic keypad for external doors may have become known to someone else without **your** permission **we** will pay up to \$1,000 to replace the keys, remote door opener(s), and locks or change the combination number of the electronic keypad.

**We** will also pay for the reasonable cost of opening any safe following theft or loss of the key or combination.

This benefit is free of any **excess**.

If **you** have this benefit with **us** under any other policy then the maximum amount **we** will pay under all policies is \$1,000 per event.

### Moving house

To help protect **your contents** while **you** are in the process of moving from one home to another, **we** will cover **your contents** for 14 days at both addresses for sudden and accidental physical loss or sudden and accidental physical damage caused by fire, theft or collision of the conveying vehicle while they are in transit.

### Natural disaster damage

If **your contents** suffer **natural disaster damage** occurring during the **period of insurance** and the cost exceeds **your** cover under **EQCover** (or would do but for the Earthquake Commission's refusal to pay) the most **we** will pay is the difference between **your** cover under **EQCover** and the sum insured for **your contents** shown in the **certificate of insurance** less any applicable **excesses**.

### No claims bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus.

Should **you** make a claim, the no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

### One event – one excess

If **your contents** suffer loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage to **your house** or **your** vehicle that are also insured by **us**, **we** will only deduct one **excess** and that will be the highest **excess** applicable.

### Temporary accommodation expenses

If **your contents** suffer loss or damage for which a claim is accepted under this policy, or which is covered under **EQCover** and **your house** is uninhabitable as a result **we** will pay **your** reasonable temporary accommodation expenses up to \$25,000.

This includes kennel or cattery fees for **your** domestic pets.

No temporary accommodation expenses will be paid after repairs have been completed or **your** claim has been paid.



If **you** have this benefit with **us** under any other policy then the maximum amount **we** will pay under all policies is \$25,000.

### Temporary storage after loss

If **your house** suffers loss or damage for which a claim is accepted **we** will pay for the reasonable costs of storing **your** insured **contents** if required. This includes moving **your contents** to a secure storage facility, storage costs while **you** are in temporary accommodation and returning **your contents** to **your house**.

No temporary storage expenses will be paid after repairs have been completed or **your** claim has been paid.

### Temporary cover away from home

If **your contents** are re-located to another **situation** because **you** are on holiday or working or living away from **your** usual **situation** on a temporary basis **we** will continue to cover those **contents** for a period of up to 42 days.

## Optional benefits

The following Optional benefits only apply if **you** have selected and paid for them and they are recorded on **your certificate of insurance** as having been selected.

The amounts payable under these Optional benefits are paid in addition to the **sum insured**, unless the Optional benefit states otherwise.

### Business tools and equipment

If **you** have selected this Optional benefit this policy is extended to cover **your** business tools and equipment from which **you** obtain financial return whether for profit or not during the **period of insurance** up to the sum insured shown for this Optional benefit in the **certificate of insurance** or \$5,000, whichever is less.

### Contents in storage

If **you** have selected this Optional benefit this policy is extended to cover **your contents** for sudden and accidental physical loss or sudden and accidental physical damage caused by fire, flood, explosion, storm, water that leaks into the premises or **natural disaster damage** during the **period of insurance** while stored in a secure storage facility run by a commercial storage company.

**Your** stored **contents** are covered up to the sum insured shown for this Optional benefit in the **certificate of insurance**.

An additional **excess** of \$500 is payable.

### Personal aids

If **you** have selected this Optional benefit this policy is extended to cover **your** listed **personal aids** for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance**.

If **your** claim is accepted **we** will pay for their replacement or repair up to the sum insured shown for this Optional benefit in the **certificate of insurance**.

**Your** claim will also be free of any **excess**.

### Spectacles

If **you** have selected this Optional benefit this policy is extended to cover **your** listed spectacles and contact lenses (but not disposable contact lenses) for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance**.

If **your** claim is accepted **we** will pay for their replacement or repair up to the sum insured shown for this Optional benefit in the **certificate of insurance**.

**Your** claim will also be free of any **excess**.

## Liability Protection

**We** will cover **you** for up to \$1,000,000 for **your** liability for claims made against **you** as a result of accidents anywhere in New Zealand which cause physical property damage.

**We** will only pay for claims made on **you** relating to accidents which happen during the **period of insurance**.

If **you** have liability cover with **us** under any other policy then **our** maximum combined liability for any one claim and during any one **period of insurance** under all policies is \$1,000,000.

## What benefits you are covered for under liability protection

The amounts payable under the benefits under Liability protection are included within the Liability protection cover of \$1,000,000 and are not in addition to it.

### Bodily injury

Liability protection is extended to cover **your** liability for up to \$100,000 arising from accidental **bodily injury** occurring in New Zealand during the **period of insurance**.

If **you** have this cover with **us** under any other policy then **our** maximum combined liability under all policies will be \$100,000.

### Resource Management Act fines and legal defence costs

Liability protection is extended to cover your liability for up to \$100,000 for the cost of defending any charge and any fine or monetary penalty imposed upon **you** by law as a result of an **occurrence** at the **situation** during the **period of insurance**.

An additional **excess** of \$500 will apply to claims under this Benefit.

If **you** have this cover with **us** under any other policy then **our** maximum combined liability under all policies is \$100,000.

### Tenant's liability

Liability protection is extended to cover your liability for sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance** caused by fire, explosion, impact, water damage or accidental breakage of fixed glass, hand basins, sinks, toilet pans and cisterns, forming part of the **house** where it is occupied but not owned by **you**.

## What you are not insured for

### General exclusions

The **excess** and any additional **excess** specified in the **certificate of insurance**.

An additional **excess** of \$100 if **your house** is let, leased, rented or tenanted to anyone.

### Any loss or damage to:

1. aircraft or other airborne devices,
2. animals, fish or birds,
3. artificial or transplanted body parts or aids, other than spectacles, contact lenses, hearing aids, dentures and prosthetic limbs which are covered under the Optional benefit – 'Spectacles' or Optional benefit – 'Personal aids',
4. business tools and equipment other than those covered under the Optional benefit – 'Business tools' and equipment,
5. computer software and data other than commercially available computer programs for which **you** held legitimate user licences at the time of loss,
6. **contents** belonging to adults and their **dependent children** who may be visiting or residing at the **situation**, other than **your** wife, husband or de facto partner and **your dependent children**,

7. **contents** removed from the **situation** for the purpose of sale, storage or exhibition, or that are away from the **situation** for more than 42 days, other than the cover provided in the Benefit – Temporary cover away from home and Optional benefit – 'Contents in storage',
8. **contents** that are outside of New Zealand,
9. **contents** that are in transit from one permanent **situation** to another, other than the cover provided by the Benefit – 'Moving house',
10. money or other proceeds of any business or activity for financial return whether for profit or not,
11. motor vehicles (other than an electric wheelchair or mobility scooter, and garden appliances) motorcycles, motor scooters, caravans, trailers, and their spare parts and accessories,
12. plants, either inside or outside, however the pot itself is covered for breakage or theft, or
13. **your contents** left in the **house** while it is let, lent, leased, rented or tenanted to anyone unless **you** have contacted **us** and **we** have agreed in writing that **we** will cover them during that time.

### Any loss, damage or liability arising from, or claim for:

1. aggravated, punitive or exemplary damages, fines and / or other penalties or reparation orders other than the cover provided in the Benefit – 'Resource Management Act fines and legal defence costs',
2. any activity for financial return (other than domestic rent) whether for profit or not,
3. any events outside of New Zealand,
4. any **occurrence** for which an inspector may give notice to a territorial authority under Section 61 of the Health and Safety in Employment Act 1992 or any amendments or any Act(s) passed in substitution of that Act,
5. any process of cleaning, repairing or restoring using inappropriate or unsuitable methods or materials,
6. any time or date device or any item of which forms a part (including the vehicle itself) arising from its failure to recognise any date, character or value as the correct date, character or value (e.g. Year 2000). However, **we** will pay for any loss or damage which it causes to any other item,
7. any unreasonable, criminal, reckless or wilful act or omission or any disregard for, or failure to comply with any provision in or notice or order under any Act of Parliament by **you**,

8. confiscation, nationalisation or requisition by an order of Government, Local Authority, the Courts or any public authority, unless it is to prevent loss or damage covered by this policy,
9. **contents** left in the **house** while lifting or shifting of the **house** or structural alterations or repairs including the removal or alteration of the roof are being undertaken,
10. handling, transportation, storage, installation, removal, treatment or use of asbestos, asbestos products or asbestos contained in any products or materials,
11. hydrostatic pressure to swimming or spa pools,
12. insects, rodents or vermin (other than possums), marine growth or marine borers. However, resulting damage other than that caused directly by them is covered,
13. liability which arises only because **you** have agreed to take liability upon yourself,
14. mechanical or electrical breakdown unless burning out occurs. However, resulting loss or damage other than mechanical or electrical breakdown is covered,
15. mildew, mould, rot, corrosion, rust or gradual deterioration other than the cover provided in the Benefit – ‘Gradual damage’,
16. more than the limits per item and/or per event as listed in the section – ‘Limits on unspecified contents’,
17. more than \$1,000 for any **watercraft**, other than those **watercraft** specified in the **certificate of insurance**,
18. more than \$1,000 for any sports or camping equipment items, other than those sports and camping equipment items specified in the **certificate of insurance**,
19. More than \$1,000 for any one bicycle, other than those bicycles specified in the **certificate of insurance**,
20. more than \$1,000 for any mobility scooter or ride-on lawnmower, other than those items specified in the **certificate of insurance**,
21. **natural disaster damage** other than the cover provided by the Benefit – ‘Natural disaster damage’,
22. nuclear weapons material or ionising radiation or contamination by radio-activity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion,
23. personal injury as defined in and/or for which cover is provided under the Accident Compensation Act of 2001 or any amendments or Act(s) passed in substitution of that Act,
24. settling or cracking or movement or compaction of land,
25. subsidence, erosion or underground water pressure or landslip other than the cover provided for **natural landslip** under the Benefit – ‘Natural disaster damage’,
26. the cost of remedying or repairing any inherent fault, defective workmanship, materials or design,
27. the engagement by **you** of any contractor to dispose of or handle materials in other than a lawful manner,
28. the pollution or contamination or **your contents** by the manufacture, storage, use, consumption or distribution at **your house** of ‘precursor substances’ or a ‘controlled drug’ as defined by the Misuse of Drugs Act 1975 or any amendments or any Acts passed in substitution of the Act,
29. theft or deliberate damage caused directly or indirectly by **you**, or anyone who normally lives at the **situation** or is lawfully at the **situation**. This exclusion does not apply to deliberate damage by fire by tenants or their guests,
30. vibration, removal or weakening of support,
31. water or dampness entering **your house** because of structural defect, defective design, defective materials or defective workmanship, or
32. wear and tear or action of sunlight.

#### Liability for:

1. **bodily injury to you**,
2. loss or damage to property belonging to **you** or under **your** care or control other than the cover provided in the Benefit – ‘Tenant’s liability’, or
3. the ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements or mobility scooters), trailer, caravan, **watercraft**, aircraft or other airborne device.

**Loss, damage or liability arising directly or indirectly from or occasioned by or through or in consequence directly or indirectly of or claim for:**

war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

## Cancelling this policy

**You** may cancel this policy at any time by completing a Cancellation request which **you** will find on the Trade Me Insurance website. **We** will confirm cancellation by writing to **your** email address. **We** will refund 80% of **your unused premium** (unless the refund is less than \$25 in which case no refund will apply).

**We** may cancel or avoid this policy in accordance with the express rights of cancellation and / or avoidance set out in the headings 'What you must tell us' and 'Some of your other important obligations'.

If **you** make a claim that is false or fraudulent in any way, or make any false statement to **us**, **we** may avoid **your** policy and any other policies **you** have with **us** or cancel them immediately from the date of the fraudulent act. If **we** do this, **we** will refund **your unused premium**.

**Your** policy is automatically cancelled if **your contents** are a total loss and no refund of premium is given.

## Making changes to this policy

**You** can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect.

**We** can alter the terms of this policy by giving **you** at least 14 days' notice sent or emailed to **your** last known address on **our** records in any of the following circumstances:

1. to reflect any material changes to relevant law,
2. to increase the level of existing cover, or add additional cover,

3. if **we** are no longer able to secure reinsurance protection for perils covered by this policy,
4. in order to allow for a material change in **your** (or **your** insured property's) risk profile, or
5. in order to allow for a material change in the risk profile of a group of similar policy holders (or insured property) that will not be commercially sustainable for **us** under current policy terms.

If **you** do not agree to such alterations to the terms of **your** policy, **you** can cancel the policy (effective from the date of the proposed alteration) by notifying **us** as described in the Section – 'Cancelling this policy', prior to the effective date of the proposed alterations. If **you** cancel on this basis, **we** will refund **your unused premium**.

## Other insurance

This policy does not cover any loss, damage or liability if **you** are covered for that same loss, damage or liability to any extent under a policy with another insurer. **We** will not contribute towards a claim under any other policy with another insurer.

## Automatic reinstatement

In the case of partial physical loss or partial physical damage to **your contents** **we** will pay the premium to reinstate **your** insurance after **we** meet any claim.

## Jurisdiction

The laws of New Zealand apply to this policy. The Courts of New Zealand have exclusive jurisdiction in relation to legal proceedings about this policy.

Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

## Currency and taxes

All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand currency.