## Masterpiece

Policy Wording

# CHUBB

## Thank you for choosing Chubb Masterpiece

For well over a century Chubb has been renowned worldwide for exceptional insurance coverage and service. We are one of the world's leading specialist insurers of higher value homes and personal fine art, antiques and jewellery.

We take pride in our distinctive approach to home insurance:

- Expert home appraisal to agree an appropriate sum insured for your house and to advise on a sum insured for contents.
- Exceptionally generous coverage.
- An award-winning claims team available to offer assistance and to ensure the fast, fair and fuss free payment of claims.

Please read the Policy Wording carefully and please do not hesitate to contact Us should you wish to comment on any aspect of our service to you.

#### **Andrew Brooks**

Country President, New Zealand

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Important Information About This Policy Wording

## Important Information About This Policy Wording

This Policy Wording contains important information about Your rights and obligations in relation to Masterpiece, including the cooling off period and the duty of disclosure. It also contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by Us and is Our legal contract with You.

The Policy Wording contains important information which You should read carefully before deciding to take out any insurance cover. It is an important document so please keep it in a safe place for future reference. Should You require any further information about this or any other product, please contact Your financial adviser.

#### No financial advice

The information contained in this section and the Policy does not take into account Your personal circumstances, objectives, financial situation or needs. You should consider the insuring clauses, definitions, schedule, extensions, terms, conditions, exclusions and limits of liability of the insurance policy, and obtain financial advice as required, before making any decisions about this insurance policy.

#### Fair Insurance Code

We are a member of the Insurance Council of New Zealand (**ICNZ**) and a signatory to ICNZ's Fair Insurance Code (**the Code**). The Code and information about the Code is available at www.icnz.org.nz and on request.



#### Your Duty of Disclosure

Before entering into a contract of insurance with Chubb Insurance New Zealand Limited (Chubb), each prospective Insured has a duty to disclose to Chubb information that is material to Chubb's decision whether to accept the insurance and, if so, on what terms. This includes material information about the insured, any other people and all property and risks insured under the policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to Chubb before renewal, extension, variation or reinstatement of a contract of insurance with Chubb. You should also provide all material information when you make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective Insured understands all information provided in support of the application for insurance and that it is correct, as each prospective Insured will be bound by the answers and by the information it has provided.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

#### **Consequences of Non-Disclosure**

If an Insured fails to comply with its duty of disclosure, Chubb may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. Chubb may also have the right to avoid the contract from its beginning, this means the contract will be treated as if it never existed and no claims will be payable.

#### **Financial Strength Rating**

At the time of print, Chubb has an "AA-" insurer financial strength rating given by S&P Global Ratings. The rating scale is:

AAA Extremely Strong	BBB Good	CCC Very Weak	SD or D - selective default or default



AA	Very Strong	BB	Marginal	CC	Extremely Weak	R - Regulatory Action
A	Strong	В	Weak			NR - Not Rated

The rating from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S&P Global Ratings <u>website</u>.

Our rating is reviewed annually and may change from time to time, so please refer to Our website for Our latest financial strength rating.

#### What Makes Up Your Insurance Contract

When Chubb accepts Your application, or Your existing Masterpiece Policy is renewed or amended, We enter into an insurance contract with You. Your insurance contract is made up of the following documents collectively known as Your Policy:

- This Policy Wording;
- Your current and/or revised Coverage Summary;
- Any endorsements that may be issued by Us from time to time.

The Policy Wording consists of different optional coverage sections which are outlined in the Table of Contents. Your insurance requirements and cover will depend on Your circumstances and on what Chubb agrees to provide. Not all sections of the Policy Wording will apply to You. The precise coverage given will be subject to the terms, conditions, limits and exclusions set out in the Policy Wording and the Coverage Summary and any changes agreed to by Us. The Coverage Summary will be issued to You if Chubb accepts Your application for insurance.

The types of cover Chubb agrees to provide to You will be shown on Your Coverage Summary.

## **Policy Conditions and Costs**

#### Terms, Conditions and Exclusions

This Policy Wording is comprised of individual coverage sections, and general definition, condition and exclusion sections, which apply to all of the coverage sections. Please read the Coverage Summary, this Policy Wording and any endorsements carefully for full details of coverage terms, details on how to go about making a claim, Your obligations and duties and how Deductibles are applied.

In order to help You navigate this Policy, We've provided a brief summary of the different sections of this Policy Wording below:

#### Definitions

We define terms to give specific meaning to certain words or phrases. This ensures clarity in the Policy, but it may also limit the coverage available under the Policy. The defined terms appear in the section titled "Section 1 - Definitions and Interpretation". Please read the defined terms carefully.

All defined terms will be capitalised. If a word is not specifically defined in this Policy, then it will have its ordinary dictionary meaning.

#### **Coverage Sections**

In each coverage section under this Policy, We describe the circumstances in which You are covered and the way in which We will pay for any covered claim. The coverage sections will also include any additional cover

available which is specific to that particular coverage section under the heading "Extra Coverages". The coverage sections are subject to the general definitions, conditions and exclusions sections.

#### Conditions

The conditions set out the rights and obligations that apply to both You and Us and include terms that govern the interpretation of this Policy. The conditions describe the requirements You must comply with for a claim to be accepted and paid. We have listed the conditions that apply to all coverage sections under the two headings titled "Section 8: Policy Conditions" and "Section 9: Claims Conditions". The coverage sections may also contain conditions that apply to that coverage. If You do not comply with any of the conditions, then Your claim may not be paid or the amount paid may be reduced.

#### Exclusions

Exclusions describe what We will not pay for or cover under the Policy. We may rely on an exclusion to deny any claim under this Policy. It is important that the coverage sections are read together with the exclusions that apply to that particular coverage section. These exclusions are set out under the heading titled "Section 7: Exclusions".

#### **Policy Deductibles**

If You make a claim under some sections of the Policy Wording, You may be required to pay a Deductible. For example, if You have cover provided under the Deluxe Contents Coverage and there is a Covered Loss involving damage to Your household Contents to the value of \$40,000 and a Deductible of \$1,000 applies, We will pay You \$39,000.

Details of applicable Deductibles are stated in Your Coverage Summary.

#### Premium

The cost of the Policy is the total premium amount, as detailed in Your Coverage Summary. Any applicable government taxes and charges will be shown separately on Your Coverage Summary. We may pay a commission to Your insurance intermediary for arranging the Policy. The premium payable will be determined by a number of factors which may include the construction of the home, the location of the property to be insured, the Sum Insured, Your claims history, security at the location and the age and condition of the property to be insured. The premium payment may also be increased or decreased when changes are made to Your Policy or upon renewal.

We may cancel the Policy if You have failed to pay the total premium due.

#### Legal action against Us

You agree not to bring legal action against Us unless You have first complied with all conditions of this Policy. For property, You also agree to bring any action against Us within two years after a loss occurs, but not until 30 days after proof of loss has been submitted to Us and the amount of loss has been determined

#### How to Make a Claim

Please contact Us directly if You wish to make a claim or if You would prefer, Your financial adviser can make a claim on Your behalf. Email Us at <u>nz.claims@chubb.com</u> or call Us on 09 374 0930. We can only accept responsibility for repairs or payment to third parties under a claim where You have told Us about them beforehand and We have accepted Your claim. Full details of what You must do for Us to consider Your claim are provided in the Policy Wording.

#### **Cooling Off Period**

You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance from inception during the cooling off period. We will refund in full any premium You have paid. To exercise this right You must notify Chubb in writing within 21 days from the date Your Policy first takes effect.

Even after the cooling period ends You have cancellation rights, as outlined in the next section. The cooling off rights do not apply if You have made or You are entitled to make a claim during the cooling off period.

#### **Cancelling Your Policy**

This Policy may be cancelled by You at any time by giving Us notice in writing of the future date the cancellation is to take effect.

We may cancel this Policy or any part of it by giving You 14 days prior notice in writing if any of the following circumstances apply:

- You have failed to comply with the duty of utmost good faith
- You have failed to comply with the duty of disclosure
- You made a misrepresentation to Us during the negotiations for this Policy
- You have failed to comply with a provision of this Policy
- You have failed to pay the premium
- Where You have made a fraudulent claim under this Policy or any other policy of insurance (whether with Us or another insurer) that provided cover during any part of the period during which this Policy of insurance provides cover
- You fail to advise Us of a material change in Your circumstances during the Policy Period
- There is a material change in New Zealand law affecting this Policy.

Should We or You cancel Your Policy, We shall retain a pro rata proportion of the premium for the time the Policy has been in force.

#### Refund

In the event of cancellation by You or by Us, We will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis relating to the time the Policy was in place and will depend upon any claims made by You. However, We will not refund any premium in the event We have paid a claim for:

- a lost or totally destroyed Valuable Article;
- a loss for the maximum Sum Insured provided under any coverage part(s) of this Policy.

#### Non-renewal

If We decline to renew all or part of this Policy, We will mail a notice of non-renewal to the agent or broker shown in Your Coverage Summary, or to the address shown in the Coverage Summary, at least 14 days before the Policy ends. Our right to decline to renew applies to each coverage or limit in this Policy.

#### Updating the Policy Wording

There are circumstances in which We may need to update this Policy Wording. These could include correcting an error within the Policy Wording or amending the Policy Wording to comply with updated legal and regulatory requirements. If we need to update the Policy Wording, We will provide you with a new or supplementary Policy Wording, together with a notice identifying the changes.

#### **Privacy Statement**

This statement is a summary of Our Privacy Policy and provides an overview of how We collect, hold, disclose and handle Your personal information. Our Privacy Policy and Privacy Statement may change from time to time and where this occurs, the updated Privacy Policy and Privacy Statement will be posted on Our <u>website</u>.

Chubb collects, holds, stores, uses, discloses, retains, gives access to and corrects Your personal information in accordance with the requirements of the *Privacy Act 2020*, as amended or replaced from time to time.

#### **Personal Information Handling Practices**

## When do We collect Your personal information?

Chubb collects Your personal information (which may include health information) from You when You interact with Us, including when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Our Privacy Policy.

### **Purpose of Collection**

We collect and hold Your personal information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If You do not provide Us with Your personal information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute, or offer other products and services to You or Your organisation.

Sometimes, We may also use Your personal information for Our marketing campaigns and research, to improve Our services or in relation to new products, services or information that may be of interest to You.

## Recipients of Your personal information and disclosure

We may disclose the information We collect to third parties, including:

- contractors and service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaus, call centres and marketing agencies);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers and other parties involved in the policy or claim (such as Toka Tū Ake EQC); and
- government agencies or organisations (where We are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances We also take steps to ensure Your personal information remains adequately protected.

From time to time, We may use Your personal information to send You offers or information regarding Our products that may be of interest to You. If You do not wish to receive such information, please contact Our Privacy Officer using the contact details provided below.

## Rights of Access to, and Correction of, Information

If You would like to access a copy of Your personal information, correct or update Your personal information, or withdraw Your consent to receiving offers of products or services from Us or organisations We have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing <u>Privacy.NZ@chubb.com</u>.

## How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our <u>Privacy Policy</u> for more details, or contact Our Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing <u>enquiries@privacy.org.nz</u> or using the online form available on the Privacy Commissioner's website at <u>www.privacy.org.nz</u>.

#### **Complaints and Dispute Resolution Process**

We take Your concerns very seriously and We have detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To assist Us with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint.

Our complaints and dispute procedures are as follows:

#### Stage 1 - Complaint Handling Procedure

If You are dissatisfied with any aspect of a Chubb or Combined Insurance product or service and You wish to make a complaint, please contact Our Complaints and Customer Resolution Service (CCR Service) by post, phone or email (as below):

Complaints and Customer Resolution Service Chubb Insurance New Zealand Limited PO Box 734 Shortland Street Auckland 1140 O +64 9 377 1459 E <u>Complaints.NZ@chubb.com</u>

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently and Our team members are independent of the original decision maker.

Our response

We will acknowledge receipt of Your complaint within five (5) business days of receiving it from You and We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and if We have all the information required to make a decision, We will respond to You within ten (10) business days with a decision. If We require more time or further information We will request a reasonable additional timeframe in which to provide Our response.

If We require more time to finalise Our response, We will keep You updated at least every 20 business days.

When We provide Our complaint decision to You, or if We cannot resolve Your complaint within two months of You lodging it, We will provide You with a 'deadlock' letter which explains Our reasons to You in writing. We will provide You with the option of taking Your complaint to Stage 2 of the Complaints and Dispute Resolution process - External Dispute Resolution.

#### Stage 2 - External Dispute Resolution

We are a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Minister of Consumer Affairs. Subject to FSCL's Terms of Reference, if You are dissatisfied with Our complaint determination or We are unable to resolve Your complaint or dispute to Your satisfaction within two months, You may contact FSCL via:

Financial Services Complaints Limited PO Box 5967, Wellington 6140 O 0800 347 257 (Call Free for consumers) or +64 4 472 FSCL (472 3725) E info@fscl.org.nz or complaints@fscl.org.nz www.fscl.org.nz Please note if You would like to refer Your complaint to FSCL You must do so within 3 months of the date of the 'deadlock' letter (or any longer period permitted under FSCL's Terms of Reference). FSCL provides an independent dispute resolution service that is free to customers.

Further details regarding Our complaint handling and dispute resolution procedures are available from Our website and on request.

Section 1: Definitions and Interpretation

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## Section 1: Definitions and Interpretation

In this Policy, there are words that have a special meaning. These words begin with a capital letter and are defined below.

Any reference to an Act, legislation or legislative instrument in this document includes any amendment, reenactment, replacement or substitute of such Act, legislation or legislative instrument, and all regulations, rules, bylaws and instruments (however described) issued under it.

**Accident** means a sudden, external and identifiable event that happens by chance and could not have been expected by You. The word Accidental shall be construed accordingly.

Accidental Death means death occurring as a result of a Bodily Injury.

Accidental Death Or Dismemberment Loss means the loss of life, loss of speech, loss of hearing, loss of hand, loss of both hands, loss of foot, loss of both feet, loss of sight of an eye, loss of sight of both eyes, loss of thumb and index finger, or Mutilation which:

- is sudden, unforeseen, and unexpected; and
- is independent of any illness, disease or other bodily malfunction; and
- happens by chance; and
- arises from a source external to the Victim; and
- occurs within one year of the Car-jacking Occurrence, Hijacking Occurrence, Child Abduction Occurrence, Home Invasion Occurrence, Aggravated Assault Occurrence, Terrorism or Active Assailant Occurrence, Air Rage Occurrence or Road Rage Occurrence.

**Account Funds** means funds from any personal account or credit line that You, Your Family Member, and only with Your authority Your employee, may access, provided each user with access has complied with the terms and conditions of the personal account or credit line.

Active Assailant Occurrence means an Occurrence in which a person or group of persons armed with a weapon(s) actively engaged in killing or attempting to kill or cause serious bodily injury to a person or group of persons.

**Additions and Alterations** means Your building additions, alterations, fixtures, improvements, installations or items of real property that You own or are responsible to insure at the location shown in the Coverage Summary.

**Aggravated Assault Occurrence** means an Occurrence of unlawful act(s) of violence or direct threat(s) of violence to You or a Family Member by a person who has unlawfully taken or attempted to take any possessions belonging to You or a Family Member whilst away from the location shown in the Coverage Summary.

**Air Rage Occurrence** means an Occurrence of physical bodily harm against You or a Family Member by a violent person whilst You or a Family Member are occupying an aircraft as a passenger.

**Aircraft** means any device used or designed for flight except model aircraft or Remote Piloted Aircraft (RPAs) which are not used or designed to carry people or cargo.

**Alternative Water Expenses** means the increase in Your water expenses necessary for You to purchase replacement water for residential watering of the grounds of Your House following a Covered Loss to Your Alternative Water System.

**Alternative Water System** means a plumbing system and its components, including cisterns and holding tanks, permanently installed on the grounds of Your House to supply or reuse non-potable, untreated or partially treated household waste water, ground water or rain water for residential watering of the grounds of Your House in accordance with Your local building regulations. An Alternative Water System does not include a water well.

**Beneficiary** means the person or entity to be paid in the event a Victim suffers a Covered Loss Of Life, as set out below:

- a) the spouse of the Victim who lived with the Victim; if none, then b,
- b) the domestic partner of the Victim who lived with the Victim; if none, then c,
- c) the surviving children of the Victim in equal shares. If none, then d,
- d) the surviving parents of the Victim in equal shares. If none, then e,
- e) the surviving brothers and sisters of the Victim in equal shares. If none, then f;
- f) the estate of the Victim.

**Bodily Injury** means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the Bodily Injury and Accident both occur during the Policy Period. Bodily Injury includes further illness or disease which manifests as a direct result of the necessary medical or surgical treatment of the original Bodily Injury. Bodily Injury only includes Pre-Existing Medical Condition, sickness, illness or disease that manifests as a direct result of an Accident.

**Business** means any employment, trade, occupation, profession or farm operation including the raising or care of animals or any activity intended to realise a benefit or financial gain, which is engaged in on a full-time, part-time or occasional basis.

**Business Property** means, tangible or physical property (including furniture, equipment, inventory, books, records and Electronic Data Processing Property) used by You or a Family Member in connection with Your or a Family Member's Business and tools, equipment and stock used for earning income by You or Your Family Member.

Cameras means, cameras, projection machines, films and related equipment.

Car-jacking Occurrence means an Occurrence of the unlawful forced removal or detention of:

- You or a Family Member operating or occupying any motorised land vehicle; or
- a Covered relative operating a Covered Vehicle with permission from You or
- a Family Member, or occupying a Covered Vehicle;

during the theft or attempted theft of that vehicle or Your property in that vehicle.

**Child Abduction Occurrence** means an Occurrence of wrongful taking, false imprisonment, or wrongful detention of one or more of Your or a Family Member's children, or one or more children in the care of You or a Family Member, under the age of 13.

**Collectibles means** private collections of rare, unique or novel articles of personal interest (for example dolls, guns, model trains) including memorabilia.

**Consumer Price Index (CPI)** means the economic indicator produced by Stats New Zealand, which is a measure of inflation for New Zealand households.

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

**Contents** means personal property You or a Family Member owns or possesses. Contents includes carpets whether fixed or not.

**Coverage Summary** means the most recent Coverage Summary We issued to You, including any subsequent coverage updates.

**Covered Loss** means the physical loss or damage to Your property covered under this Policy subject to the terms, conditions and exclusions in this Policy.

Covered Person means:

• You or a Family Member;

- any person or organisation with respect to their legal responsibility for covered acts or failures to act of You or a Family Member; or
- any combination of the above.

**Covered Relative** means the following relatives of the person named in Your Coverage Summary and a spouse or partner who lives with that person:

- children, their children or other descendants of theirs;
- parents, grandparents adoptive parents, step-parents and step-grandparents; or
- siblings, their children or other descendants of theirs;

who do not live with You, including spouses or domestic partners of all of the above.

**Covered Vehicle** means any private passenger vehicle, motorcycle and motor home You or a Family Member owns, rents or has furnished for regular use.

**Cyber Aggregate Limit** means the aggregate limit of cover available under the Policy for Cyber Coverage, which is \$20,000. This is the most We will pay for Cyber Extortion Occurrences, Cyber Financial Loss Occurrences and Cyber Breach of Personal Information Occurrences during the Policy Period, regardless of the number of covers, claims, people, Occurrences, including any combination of those things.

Cyber Attack means the following malicious or fraudulent acts:

- unauthorised access to or use of Electronic Data Processing Property;
- alteration, corruption, damage, manipulation, misappropriation, theft, or destruction of Electronic Data Processing Property;
- transmission or introduction of a computer virus or harmful code, including ransomware, into Electronic Data Processing Property; or
- restriction or inhibition of access targeted at or directed against Electronic Data Processing Property.

**Cyber Breach of Personal Information Occurrence** means an Occurrence of theft, loss, or unauthorised use or access of Your or a Family Member's Personal Information first discovered during the Policy Period arising out of a Cyber Attack which results in the making public of Your or a Family Member's Personal Information that:

- compromises the security of Your residence, or puts You or a Family Member at physical risk; or
- causes an Identity Fraud Occurrence; or
- leads to:
  - wrongful termination of employment of You or a Family Member;
  - false arrest of You or a Family Member;
  - wrongful discipline of You or a Family Member by a governing official or body of a primary or secondary school, institution of higher education, or private school; or
  - debilitating shock, mental anguish, or mental injury, as diagnosed by a Registered Psychologist (as assigned by Us from Our approved list of providers or as otherwise approved by Us) or as otherwise accepted by Us.

**Cyber Coverage** means coverage for Cyber Extortion Occurrences, Cyber Financial Loss Occurrences and Cyber Breach of Personal Information Occurrences.

**Cyber Extortion Occurrence** means one or more similar or related acts first discovered during the Policy Period, that have been verified by a Third Party Vendor as arising out of a Cyber Attack committed directly against Your or a Family Member's Electronic Data Processing Property, which Cyber Attack involves a threat to perform or the actual performance of the following unless a payment is made:

- to release, divulge, disseminate, destroy, or use Your or a Family Member's Personal Information;
- to disable or make inoperable Electronic Data Processing Property owned by You or a Family Member; or

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• to restrict or inhibit access to Your or a Family Member's Electronic Data Processing Property or Personal Information.

We will advise You of a qualified Third Party Vendor or You may use a Third Party Vendor of Your choice with Our approval, which will not be unreasonably withheld.

**Cyber Financial Loss Occurrence** means one or more similar or related acts first discovered during the Policy Period, which arise out of a Cyber Attack and result in theft of Your or a Family Member's personal Account Funds from a Financial Institution, without Your knowledge, Your Family Member's knowledge, or the knowledge of Your employee who is authorised to access the Account Funds from which the theft occurred.

**Cyberbullying Occurrence** means two or more similar or related acts of harassment or intimidation, including defamation of character, invasion of privacy, or threats of violence first committed within the Policy Period:

- committed against You or Your Family Members;
- by computer, telephone, portable device (such as a smartphone, electronic tablets or handheld computers), or any similar electronic device or means;
- resulting in:
  - wrongful termination of employment;
  - false arrest;
  - wrongful discipline of You or a Family Member by a governing official or body of a primary or secondary school, institution of higher education, or private school; or
  - debilitating shock, mental anguish, or mental injury, as diagnosed by a licensed Physician, psychologist or other authorised mental health professional (other than You or a Family Member), leading to the inability of You or a Family Member to attend school full-time or work for more than one week.

Any such acts:

- committed by any person or group of persons acting in concert; or
- in which any person or group of persons is involved or implicated,

are considered to be one Occurrence, even if a series of similar or related acts occurs over the Policy Period.

**Deductible** means the amount You are required to pay towards the cost of Your claim, as shown in Your Coverage Summary. In some circumstances We may impose a special Deductible and, if We do so, We will tell You.

**Dentist** means Your attending dentist who is registered or licensed to practice dentistry under the laws of the country in which they practice as assigned by Us from Our approved list of providers or otherwise approved by Us. "Dentist" shall not include You or a Family Member or Your relative or a Family Member's relative unless otherwise approved by Us, approval not to be unreasonably withheld, delayed or conditioned.

**Doctor** means Your attending doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, as assigned by Us from Our approved list of providers or otherwise approved by Us. "Doctor" shall not include You or a Family Member or Your relative or a Family Member's relative unless otherwise approved by Us, approval not to be unreasonably withheld, delayed or conditioned.

**Electronic Contents** means non recoverable purchased eBooks, software, application software (apps), music and movie files.

**Electronic Data** means intangible property such as information, concepts, knowledge, facts, personal information, data of any kind, or instructions which are stored digitally.

#### Electronic Data Processing Property means:

- Electronic Data processing equipment and their accessories;
- portable electronic devices such as smartphones, electronic reading devices, tablets, handheld or wearable computers or similar devices;
- software;
- Electronic Contents; or
- Electronic Data including the capacity of Electronic Data to be stored, processed, or transmitted over the internet.

EQC means Toka Tu Ake EQC.

**EQC Act** means the Earthquake Commission Act 1993 and any Act in substitution or replacement of that Act.

**EQCover** means the Natural Disaster insurance provided by the EQC under the EQC Act.

**Event** means a personal non-profit making party, celebration or other social gathering taking place indoors, outdoors or in a temporary structure(s) and arranged by You or Your representative tasked to arrange an Event. An Event does not mean a concert, theatre performance, sporting event, holiday, vacation, trip, excursion, journey or any similar extended period of recreation. The Event must take place within the Policy Period and within New Zealand.

**Extended Replacement Cost** means the Reconstruction Cost even if this amount is greater than the Sum Insured for Your House shown in Your Coverage Summary.

**Extended Replacement Cost For Valuable Article(s)** means the market value as at the time immediately before a Covered Loss to itemised Valuable Article(s).

Family Member means any person who lives with You, who is:

- i. Your relative;
- ii. under 25 and in Your care;
- iii. under 25 and in Your relative's care; or
- iv. a student under 25 who is a resident of Your household and in Your care who is temporarily away at school or an education institute of higher learning.

**Family Protection Coverage** means Cyber Coverage and cover for Terrorism and Active Assailant Occurrences, Car-jacking Occurrences, Hijacking Occurrences, Child Abduction Occurrences, Stalking Threat Occurrences, Home Invasion Occurrences, Aggravated Assault Occurrences, , Air Rage and Road Rage Occurrences.

**Fees and Associated Costs** means architects', surveyors' and legal fees necessarily incurred to repair, replace or rebuild Your House.

**Financial Institution** means a bank, savings association, credit union, credit institution, company issuing credit, or any other entity that:

- is regulated and insured in New Zealand and holds an appropriate New Zealand Financial Services License; and
- directly or indirectly holds Account Funds belonging to You or a Family Member.

**Fine Art** means private collections of paintings, etchings, pictures, tapestries, rugs, art glass windows, other bona fide works of art (for example, digital art, statues, antiques, rare books and manuscripts, porcelains, rare glass, crystal, and other items of historical value or artistic merit).

Furs means garments made of, trimmed in or consisting principally of fur.

**Generator System** means a generator that can supply backup electricity to maintain essential services for Your House or Other Permanent Structures when there is a loss of electrical power.

**Goods and Services Tax (GST)** means goods and services tax chargeable in accordance with the Goods and Services Act 1985.

Guest means a person (other than (a) someone who lives with You or (b) a Family Member) who is:

- a regular domestic employee at the location(s) shown in Your Coverage Summary; or
- any other person invited as a guest by You or a Family Member to Your location(s) shown in Your Coverage Summary or Temporary Residence.

**Hijacking Occurrence** means an Occurrence of the unlawful detention of You or a Family Member by violence or threat of violence by a person or group, where such unlawful detention occurs for a duration in excess of four hours while in or aboard a commercial conveyance.

**Home And Vehicle Modification Expenses** means those reasonable expenses incurred by You or a Family Member within 2 years of a Car-jacking Occurrence, Hijacking Occurrence, Child Abduction Occurrence, Aggravated Assault Occurrence, Home Invasion Occurrence, Air Rage Occurrence or Road Rage Occurrence for the necessary costs to improve accessibility and use of the location shown in the Coverage Summary or Your vehicle(s) or vehicles of a Family Member. These modifications must be:

- recommended by a Physician;
- appropriate for the condition of the individual who suffered the permanent physical injury;
- made by service providers experienced in making such modifications; and
- in compliance with any applicable laws or ordinances.

**Home Business Premises Liability** means Personal Injury or Property Damage arising out of the physical condition of the location shown in the Coverage Summary where You or a Family Member are legally operating a Business or carrying out activities associated with that Business provided that:

- You do not have any employees involved in Your Business or activities associated with that Business who are subject to workers' compensation legislation or other similar compensation or disability laws; or, if You are a Doctor or Dentist, You do not have more than two employees subject to such laws;
- If You are a home day care provider, Your annual gross revenue from this activity does not exceed \$5,000;
- there is no other valid and collectible insurance.

**Home Invasion Occurrence** means an Occurrence of unlawful act of violence or direct threat of violence to You, a Family Member, or Your guest by a person who unlawfully entered the location(s) listed in Your Coverage Summary, a temporary residence, a watercraft, or a motor home whilst You, a Family Member, or Your guest are present.

**House** means the main dwelling and attached buildings including underground services supplying the main dwelling and attached buildings, at each location named in Your Coverage Summary.

**Identity Fraud Occurrence** means an Occurrence which is any act or series of acts of a person or group knowingly transferring or using, without lawful authority, Your or a Family Member's means of identity which constitutes a violation of law or a crime under any government's law or local law.

**Incidental Business at Home** means a business activity other than farming, conducted in whole or in part on the location shown in Your Coverage Summary which must:

- not yield gross revenues in excess of \$25,000 in any year, except for the business activity of managing one's own personal investment, regardless of where the revenues are produced;
- have no employees subject to workers' compensation legislation or other similar compensation or disability laws; and
- conform to local, regional and national laws.

**Incidental Business Away From Home** means a self-employed sales activity, or a self-employed business or business activity normally undertaken by persons under the age of 18 such as newspaper delivery, babysitting, caddying and lawn care. Any of these activities must:

- not yield gross revenues in excess of \$10,000 in any year;
- have no employees subject to workers' compensation legislation or other similar compensation or disability laws; and
- conform to local, regional and national laws.

Incidental Farming means a farming activity, which meets all of the following requirements:

- is incidental to Your use of your location as Your residence;
- does not involve employment of others for more than 1,500 hours of farm work during the Policy Period; and
- does not produce more than \$50,000 in gross annual revenue from agricultural operations and with respect to the raising or care of animals:
- does not produce more than \$50,000 in gross annual revenues;
- does not involve more than 50 sales transactions during the Policy Period; and
- does not involve the sale of more than 50 animals during the Policy Period.

Intentional Act means an act which is done deliberately with conscious design.

**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals or alloys. This also includes costume jewellery and watches.

Kidnap And Ransom Occurrence means an Occurrence of actual or alleged wrongful taking of:

- You;
- one or more Family Members; or
- one or more Covered Relatives while visiting or legally travelling with You or a Family Member;

from anywhere in the world during the Policy Period except those places listed as destinations to which you are advised not to travel or to which you should avoid non-essential travel by the New Zealand Government Ministry of Foreign Affairs and Trade. These destinations can be found online at www.safetravel.govt.nz.

The Occurrence must include a demand for ransom payment which would be paid by You or a Family Member in exchange for the release of the kidnapped person(s).

Loss Of Eye(s) means total and irrevocable loss of sight in one or both eyes.

**Loss Of Foot or Loss Of Both Feet** means the permanent total loss of function of a foot or both feet, as determined by a Physician.

**Loss of Hand or Loss Of Both Hands** means the permanent total loss of function of a hand or both hands, as determined by a Physician.

**Loss of Hearing** means the permanent total loss of the capability of hearing in both ears, as determined by a Physician.

**Loss of Independent Existence** means when as a result of a Bodily Injury You are unable to perform two (2) or more of the activities of daily living listed below:

- "Transferring" which means Your ability to move in and out of a chair or bed without the assistance of another person. You will be considered to be able to "transfer" Yourself even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices are used.
- "Dressing" which means Your ability to put on and take off all garments and medical braces or artificial limbs usually worn and to fasten and unfasten them, without the assistance of another person. You will

be considered to be able to "dress" Yourself even if the above tasks can be performed only by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.

- "Toileting" which means Your ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing without the assistance of another person. You will be considered able to "toilet" Yourself even if You have an ostomy and are able to empty it Yourself, or if You use a commode, bedpan or urinal, and are able to empty and clean it without the assistance of another person.
- "Bathing/Washing" which means Your ability to wash Yourself either in the bath or shower or by sponge bath without the assistance of another person. You will be considered to be able to bathe Yourself even if the above tasks can only be performed in the bath or shower by using equipment or adaptive devices.
- "Eating" which means Your ability to get nourishment into the body by any means once it has been prepared and made available to You without the assistance of another person.

#### Loss Of Life means:

- accidental death as determined by a medical examiner or similar local governing medical authority; or
- the absence of communication from the Victim for a period of two years after a Hijacking, Car-jacking or Child Abduction Occurrence.

#### Loss Of Limb(s) means:

- in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; or
- in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire arm or hand.

**Loss Of Sight Of an Eye or Loss Of Sight Of Both Eyes** means the permanent loss of sight of an eye or both eyes to the extent of legal blindness, as determined by a Physician.

Loss Of Speech means the permanent total loss of the capability of speech, as determined by a Physician.

**Loss Of Thumb And Index Finger** means the permanent total loss of function of a thumb and index finger, of the same hand, as determined by a Physician.

Mould means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.

Musical Instruments means musical instruments and equipment.

**Mutilation** means complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a Physician.

**Natural Disaster** means an earthquake, natural landslip, landslide, volcanic eruption, hydrothermal activity, tsunami or 'natural disaster fire' as defined in the EQC Act.

**Natural Disaster Deductible** means the Deductible payable where any part of the House, Other Permanent Structures or Additions and Alterations are not covered under the EQC Act at all. The Deductible is \$5,000 each and every loss.

Some examples of parts of your house not covered under the EQC Act include:

- Driveway
- Gate or fence
- Patio, paving, tennis court, path or other artificial surface
- Spa pool or swimming pool

#### Occurrence means:

- a loss or accident or damage or a series of losses, accidents or damages arising out of any one event to which this insurance applies occurring within the Policy Period, irrespective of the number of claims. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one Occurrence; or
- with respect to Section 5 Family Protection Cover Part A Cyber Coverage (only): a Cyber Extortion Occurrence, a Cyber Financial Loss Occurrence or a Cyber Breach of Personal Information Occurrence, that first occurs within the Policy Period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one Occurrence. An Occurrence or series of related Occurrences is considered to be one Occurrence, even if an Occurrence or series of related Occurrences into a subsequent Policy Period. For all Occurrences covered under Cyber Cover, any acts committed as part of a Cyber Attack, and (i) committed by any person or group of persons acting in concert; or (ii) in which any person or group of persons is involved or implicated, are considered to be one Occurrence, even if a series of similar or related acts occurs over multiple Policy Periods.

**Other Permanent Structures** means buildings, structures or items of real property installed at each location shown in Your Coverage Summary which are not Your House.

**Paraplegia** means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

**Permanent** means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being deemed to have reached maximum medical improvement, with little to no chance of further recovery, as affirmed to by a Doctor.

#### Permanent Incapacity means:

- permanent physical severance at or above both ankles or Permanent total loss of use of both legs or feet; or
- permanent physical severance at or above both wrists or Permanent total loss of use of both arms or hands; or
- total and irrevocable loss of sight in both eyes.

#### Permanent Total Disablement means where in the opinion of a Doctor:

- You are entirely and continuously unable to engage in, perform or attend to any occupation or business for which You are reasonably qualified by reason of education, training or experience; and
- Your total disablement has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, is deemed to have reached maximum medical improvement, with little to no chance of further recovery, as affirmed to by a Doctor.

#### Personal Information means the following non-public or private information:

- a natural person's name, mailing address, email address, telephone number, tax file number, medical or healthcare data, biometric records, other protected health information, driver's license number, or passport;
- personal bankcard, credit card, debit card or account numbers in combination with associated security codes, access codes, passwords or pins, or account histories; or
- emails, text messages, voice or other electronic or digital messaging, internet browsing history, or personal photos or videos that can reasonably be assumed to remain private.

#### **Personal Injury** means the following injuries, and resulting death:

- Bodily Injury;
- physical bodily harm including illness or disease;
- shock, mental anguish or mental injury;

- false arrest, detention, false imprisonment, malicious prosecution or humiliation
- wrongful entry or eviction; and
- publication or utterance of libel or slander, or of other defamatory or derogatory material or a publication or utterance in violation of right of privacy.

**Physician** means a person who is licensed as a medical doctor under the laws of the jurisdiction in which treatment is given to a Victim and who is qualified to provide such medical treatment. Physician shall not include You or a Family Member unless otherwise approved by Us, approval not to be unreasonably withheld, delayed or conditioned.

**Policy** means Your entire Chubb Masterpiece Policy, including the Policy Wording, Your Coverage Summary and any endorsements to the Policy Wording that may be issued by Us from time to time.

**Policy Period** means the period during which this Policy is in effect, as shown in Your Coverage Summary. The dates of Your Policy Period begin at 4.00 p.m. standard time at the mailing address shown in the Coverage Summary. Only Occurrences that take place during the Policy Period are covered under this Policy.

**Policy Wording** means this policy wording forming part of Your Policy, including the definitions, coverage sections, exclusions, general conditions and claim conditions.

**Pollutant** is any solid, liquid, gaseous or thermal irritant or Contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

**Power Utility Expenses** means the increase in Your usual power utility cost to purchase Your electrical power from a power utility company when a Covered Loss to Your solar, wind or geothermal electrical power-generating system on the grounds of Your House makes it necessary for You to purchase all of Your electrical power from a power utility company.

**Power Utility Income** means income paid to You, or renewable energy certificates or other similar monetary credits issued to You by a power utility company for the excess electrical power produced by Your solar, wind or geothermal electrical power-generating system at Your House.

**Precious Metals** means sterling silver, gold, pewter or plated ware, including tableware, trays, trophies and similar household articles other than jewellery.

#### Pre-Existing Medical Condition means

- any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the three (3) years immediately prior to the commencement of the Policy Period; or
- a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to the commencement of the Policy Period.

**Property Damage** means physical injury to or destruction of or loss of tangible property, including its loss of use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments.

Quadriplegia means the Permanent loss of use of both arms and both legs.

**Reconstruction Cost** means the amount required at the time of a loss to repair or rebuild the House, whichever is less, at the same location with the same design, quality of materials and workmanship which existed before the loss. This includes GST, Fees and Associated Costs. Reconstruction Cost does not include payment for the excavation, replacement or stabilisation of land under or around Your House.

**Registered Psychologist** means a psychologist as assigned by Us from Our approved list of providers or otherwise approved by Us. Registered Psychologist shall not include You or a Family Member or Your relative

or a Family Member's relative unless otherwise approved by Us, approval not to be unreasonably withheld, delayed or conditioned.

Registered Vehicle means any motorised land vehicle not described in Unregistered Vehicle.

**Remotely Piloted Aircraft (RPA)** means an RPA as defined by Civil Aviation Authority of New Zealand (CAA) 2021 and associated legislation, as amended from time to time when used solely for recreational purposes and when used in accordance with the recreational drone safety rules determined by the Civil Aviation Authority of New Zealand (CAA) and published on the CAA website <u>www.aviation.govt.nz</u>.

**Replacement Cost** means the full cost to replace the Contents or Valuable Articles without deduction for depreciation or the amount required to repair the damage, whichever is less, up to the Sum Insured.

**Road Rage Occurrence** means an Occurrence of physical bodily harm against You, a Family Member or Your chauffeur by a violent person whilst You, a Family Member or Your chauffeur are in any private passenger vehicle or motor home You or a Family Member owns, rents or has furnished for regular use.

#### Stalking Threat Occurrence 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 or acts is the subject of a court order or injunction issued to protect You or a Family Member; and
- the act or acts occur on consecutive or non-consecutive days within a period of 120 days.

**Stamps and Coins** means stamps and/or coins contained in an individually owned stamp and/or coin collection and not owned by dealers or auctioneers. This includes other philatelic property, including books, pages and mountings; and other numismatic property including coin albums, containers, frames, cards and display cabinets used with Your collection.

**Sum Insured** means the relevant amount(s) for which You are insured as shown in Your Coverage Summary The Sum Insured includes GST, if any.

#### Temporary Residence means:

- a private dwelling not owned by You;
- the private sleeping quarter(s) in a hotel, motel, inn, villa, spa, resort, hostel, or dormitory; or
- the private sleeping quarter(s) in a commercial ocean liner or other similar commercial watercraft or private watercraft with sleeping quarters

that You or a Family Member is occupying or is visiting by invitation.

**Terrorism Occurrence** means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**Third Party Vendor** means a cybersecurity firm, not associated with Us or You or a Family Member, which provides information security services designed to protect against or minimise the effects of a Cyber Attack.

**Unregistered Vehicle** means any motorised land vehicle not designed for or required to be registered for use on public roads.

Utility Expenses means Power Utility Expenses, Power Utility Income and Alternative Water Expenses.

**Vacant House Deductible** means 5% of the Sum Insured shown on Your Coverage Summary in respect of Deluxe House Coverage at the relevant location, or the Deductible shown on Your Coverage Summary, whichever is the greater.

Valuable Article means personal property You own or possess for which an amount of coverage is shown in the Valuable Articles section of Your Coverage Summary.

**Verified Replacement Cost** means the Reconstruction Cost up to the Sum Insured shown in the Coverage Summary whether or not You actually repair or rebuild Your House.

Victim means:

- in respect of a Car-jacking Occurrence, You, a Family Member or a Covered Relative;
- in respect of a Child Abduction Occurrence, the abducted child;
- in respect of a Home Invasion Occurrence, You, a Family Member, or Your Guest;
- in respect of a Hijacking Occurrence, Aggravated Assault Occurrence, Air Rage Occurrence, or Road Rage Occurrence, You or a Family Member;
- in respect of a Terrorism or Active Assailant Occurrence, You or a Family Member who suffers the Accidental Death or Dismemberment as a result of the Occurrence.

**War** means undeclared war, civil war, insurrection, rebellion, revolution or warlike acts by a military force or personnel.

Water Leak Detection and Control System means a system in Your House or Other Permanent Structures that monitors:

- areas containing plumbing devices, appliances and other outlets for a water leak and if detected, closes the main water supply pipe; or
- unusual water flow patterns or unexpected interior water overflow and if detected, closes the main water supply pipe.

We, Our, Us and Chubb mean Chubb Insurance New Zealand Limited (Company No. 104656).

**Wine** means an alcoholic or non-alcoholic beverage produced by the fermentation of grapes at a commercial winery.

**You and Your** mean the person named in the Coverage Summary, and a spouse (legal or de facto) who lives with that person.

Section 2: Deluxe House Coverage

## Section 2: Deluxe House Coverage

This section of Your Policy Wording provides You with cover for physical loss or damage to Your House occurring during the Policy Period, if a Sum Insured is stated in Your Coverage Summary for Deluxe House Coverage for the relevant location. All cover is subject to the full terms, conditions and exclusions stated in the Policy. Please refer to Section 7. A for a full list of the exclusions applicable to Deluxe House Coverage.

#### How We will pay Your claim

#### 1. Sum Insured

- i. The Sum Insured for each House for each Occurrence is shown in the Coverage Summary.
- ii. To help You and Us agree on the appropriate Sum Insured We may, but are not obligated to, conduct appraisals of Your House and Other Permanent Structures. We may change the Sum Insured to reflect the value of the property as determined by Our appraisal. The premium will be adjusted in accordance with Our standard rating.
- iii. Inflation protection: At the time of a Covered Loss, Your House Sum Insured will be adjusted to include any increase in the Consumer Price Index (CPI) from the beginning of the Policy Period. When the Policy is renewed the Sum Insured and the premium will reflect the then current costs and values.

#### 2. Deductible

- i. The Deductible applies in respect of each Occurrence except that no Deductible applies to a Covered Loss of more than \$50,000 unless the Vacant House Deductible, or the Natural Disaster Deductible applies.
- ii. We will show any applicable special Deductible on Your Coverage Summary.
- iii. If the House has been substantially empty of unfixed furnishings and all Contents for more than 60 consecutive days at the time of a Covered Loss, the Vacant House Deductible will apply unless the Deductible shown in Your Coverage Summary is more than the Vacant House Deductible. The Vacant House Deductible will apply unless You have advised Us that the House will be vacant and We have agreed in advance in writing to waive the Vacant House Deductible. You must tell Us via Your insurance intermediary if Your House will be vacant and an additional premium will also be charged on a vacant House, effective the date it becomes vacant. The Vacant House Deductible is not waived on any Covered Loss.
- iv. If You have a Covered Loss caused by a Natural Disaster to a part of Your House or to an Other Permanent Structure that is not covered under the EQC Act at all, then Your Natural Disaster Deductible or the Deluxe House Coverage Deductible, whichever is the greater applies. The Natural Disaster Deductible is not waived on any Covered Loss.
- v. If an Occurrence gives rise to a Covered Loss under both the Deluxe House Coverage and the Deluxe Contents Coverage, We will only apply one Deductible to the loss. If the Deluxe House Coverage Deductible and the Deluxe Contents Coverage Deductible are different, We will apply the greater of the Deductibles.

#### 3. Payment basis

- i. Your Coverage Summary indicates whether the payment basis in respect of a Covered Loss is Extended Replacement Cost or Verified Replacement Cost for each House.
- ii. We will pay Extended Replacement Cost or Verified Replacement Cost, as applicable, subject to the following conditions:
  - a) You must maintain the Sum Insured, including any adjustments made by Us based on appraisals and revaluations carried out by the Chubb risk consultant to determine the Reconstruction Cost of Your House, and annual adjustments for inflation.
  - b) You must advise Us of any construction, addition, alteration or renovation to Your House or Other Permanent Structures. You must notify Us before the beginning of construction where the cost of the construction, addition, alteration or renovation is more than \$300,000 or 10% of the Sum Insured for the House, whichever is less. You must notify Us as soon as practicable for all other construction, addition, alteration or renovation. We will amend the Sum Insured for Your House or Other Permanent Structures to reflect the Reconstruction Cost.

- c) If at any time:
  - You are newly constructing Your House or Other Permanent Structure; or
  - Your construction, addition, alteration, or renovation to Your House or Other Permanent Structure results in You living out of the House during any part of the construction, or such that a House rented to others cannot reasonably be lived in during any part of the construction; or
  - the Reconstruction Cost of any construction, addition, alteration, or renovation to Your House or Other Permanent Structure is more than \$300,000 or 10% of the Sum Insured for the House, whichever is less and We have agreed to insure the construction, addition, alteration or renovation;

then the payment basis for Your House or Other Permanent Structures will default to Verified Replacement Cost. Verified Replacement Cost will remain Your payment basis until construction is completed and You have notified Us.

- d) If You do not repair or replace Your House or Other Permanent Structure at the same location, the payment basis will be Verified Replacement Cost.
- e) If You have partial loss or damage to Your House and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, We will only pay the Reconstruction Cost less depreciation unless You are prevented from repairing or replacing the lost or damaged property due to inaction of the local council or such like authority which is beyond Your control.
- f) If You cannot repair, replace or rebuild Your House or Other Permanent Structures because Your primary mortgagee or its assignees has recalled Your mortgage, We will pay the Reconstruction Cost up to the Sum Insured shown in the Coverage Summary.

#### Extra Coverages

These coverages are included in Deluxe House Coverage and are in addition to the Sum Insured for Your House unless stated otherwise or an exclusion applies. The applicable Deductible applies to these extra coverages unless stated otherwise. Extra Coverages are provided in respect of Occurrences during the Policy Period and subject to full terms, conditions and exclusions of the Policy, including the exclusions set out in Section 7.A applicable to Deluxe House Coverage.

#### Additional living expenses

If a Covered Loss makes Your House or Other Permanent Structure uninhabitable (for example it is unsafe to occupy, is not weatherproof or does not have access to a functioning kitchen or bathroom), or a loss or damage which would have been covered by this Policy but is covered by the EQC Act instead, We cover certain expenses below. There is no Deductible for this coverage.

#### 1. Extra living expenses

We cover the reasonable increase in Your normal living expenses that is necessary to maintain Your household's usual standard of living.

We cover this increase for the reasonable amount of time it should take to restore Your House or Other Permanent Structure to a habitable condition (for example as a minimum it is safe to occupy, weatherproof and has a functioning kitchen and bathroom) or if You or members of Your household permanently relocate, the shortest amount of time required to settle elsewhere. However, if You are newly constructing Your House or Other Permanent Structure or constructing additions, alterations, or renovations to Your House or Other Permanent Structure at the time of a Covered Loss, We only cover the increase in Your normal living expenses incurred by You for the reasonable amount of time required to restore the House or Other Permanent Structure to the condition it was in prior to the Covered Loss. This period of time is not limited by the expiration of this Policy.

#### 2. Extra boarding expenses for pets

If You are entitled to a benefit payable under "1. Extra living expenses" and You 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 expenses incurred to board Your pets in alternative accommodation for the time You are receiving the extra living expenses up to a maximum of \$30,000.

Masterpiece Policy Wording - Section 2: Deluxe House Coverage

#### 3. Fair rental value

If a Covered Loss makes a part of Your House or Other Permanent Structure which You usually rent to others uninhabitable (for example it is unsafe to occupy, is not weatherproof or does not have access to a functioning kitchen or bathroom), We cover its fair rental value during the period of time it is usually rented for the reasonable amount of time required to restore it to a habitable condition. This period of time is not limited by the expiration of this Policy.

#### 4. Forced evacuation

If You are forced to evacuate Your House and Other Permanent Structure as a direct result of a Covered Loss or a reasonable threat of a loss or damage covered under this Policy, We cover the reasonable increase in Your normal living expenses incurred by You that is necessary to maintain Your household's usual standard of living. We also cover any loss in fair rental value if Your House or Other Permanent Structure is usually held for rental. We do not cover any loss due to cancellation of a lease or agreement. We cover these forced evacuation expenses for up to 90 days, even if the Policy Period ends during that time.

#### 5. Evacuation boarding expenses for pets

If You are entitled to a benefit payable under 4. "forced evacuation" and You 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 expenses incurred to board Your pets in alternative accommodation for a maximum period of 90 days up to a maximum of \$2,500.

#### 6. Emergency clothing and essential purchases

If You or a Family Member are not able to access Your House, due to a covered forced evacuation, We will pay up to a maximum \$5,000 for essential replacement clothing and toiletry items You or a Family Member need to purchase.

#### **Construction works and materials**

We will cover the works, building materials and construction supplies owned by You at each location listed in the Coverage Summary for use in the construction, addition, alteration or renovation of Your House or Other Permanent Structure up to 10% of the Sum Insured for the House or \$300,000, whichever is less.

These payments apply only to a Covered Loss, and they do not increase the Sum insured for Your House or Other Permanent Structures.

#### **Debris removal**

Unless covered elsewhere under this Policy Wording, We cover the reasonable expenses You incur as a result of a Covered Loss to demolish damaged covered property. We also cover the necessary expenses You incur to remove debris resulting from a Covered Loss including the property that caused a Covered Loss. We will pay up to 30% of the Sum Insured for Your House shown in the Coverage Summary.

#### **Emergency power**

If following a Covered Loss caused by storm or Flood Your House is without power for a period of more than 24 hours, We will reimburse You for the reasonable cost You incurred, up to \$1,000, to purchase a Generator System. There is no Deductible for this coverage.

#### **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 or other natural catastrophe.

#### **Emergency repairs**

After a Covered Loss, We cover the reasonable expenses You incur for necessary emergency repairs made solely to protect Your House or Other Permanent Structure against further covered damage. These payments do not increase the Sum Insured for Your House or Other Permanent Structures.

#### Environmental upgrade expenses

If You have a Covered Loss to Your plumbing, irrigation, water heating or energy system We will pay up to \$5,000 for the reasonable expenses incurred by You to install any combination of the following:

- rainwater tank;
- solar power system, (including solar hot water systems or photo-voltaic (PV) power systems);
- hot water heat exchange system; and
- grey water recycling system.

This extra coverage applies only if:

- the amount of the Covered Loss is \$25,000 or more prior to the application of the Deductible; and
- the installation of a rainwater tank, solar power system, hot water heat exchange system and grey water recycling system was the first time such a system was installed at Your House.

This payment does not increase the amount of cover for Your House. There is no Deductible for this coverage.

#### Rainwater tank system includes:

- a rainwater tank;
- water pump and wiring;
- foundation or tank stand;
- pipes connecting the roof to the tank; and
- installation costs.

#### Solar power system includes:

- solar or PV panels;
- water tank, pump;
- electrical wiring;
- foundation or tank stand;
- pipes connecting the roof solar panels to the tank; and
- installation costs.

#### Hot water heat exchange system includes:

- heat exchange system;
- electrical wiring;
- foundation or tank stand;
- water pipes; and
- installation costs.

#### Grey water recycling system includes:

- recycling system;
- distribution pipes and connectors;
- outlet housings; and
- installation costs.

#### **Escaping water**

If any of the causes of loss described in the exclusions for wear and tear, fungi and Mould, inherent vice and breakdown, contamination, loss by animals or structural movement cause water to escape from within a household appliance, swimming pool or plumbing, heating or air conditioning system, We cover the loss caused by the water. We provide this coverage unless an exclusion applies other than the exclusions for wear and tear, fungi and Mould, inherent vice and breakdown, contamination, loss by animals or structural movement. This coverage also includes the cost of tearing out and replacing any part of the House or Other Permanent Structure necessary to repair the appliance, swimming pool, or system. We do not cover loss to the appliance, swimming pool, or system itself.

#### Fire department charges

If a fire department is called to protect Your House or its grounds against a Covered Loss or potential Covered Loss, We will pay up to \$5,000 for any charges imposed by law or assumed by written agreement. There is no Deductible for this coverage.

#### Grave markers, memorial stones or mausoleums

We will pay up to \$5,000 for loss or damage to a stone, plaque or mausoleum in the memorial of Your parent, spouse, partner or child, occurring in New Zealand.

#### Land

If there is a Covered Loss to Your House or Other Permanent Structure and the related repair or rebuilding requires excavation, replacement or stabilisation of land under or around Your House or Other Permanent Structure, We will also pay up to 10% of the amount of the Covered Loss to Your House or Other Permanent Structure for the excavation, replacement or stabilisation of the land.

#### Landscaping

We cover trees, shrubs, plants and lawns at Your House against the perils of fire, lightning, explosion, civil disturbance, vandalism, malicious mischief, theft and loss or damage caused by a vehicle or aircraft.

We will pay up to a total of 5% of the Sum Insured shown in the Coverage Summary for the House at which the loss or damage occurs, but not more than \$20,000 for any one tree, shrub or plant. If Your payment basis is Extended Replacement Cost, the 5% is applied to the increased amount of coverage.

This extra coverage applies only if You begin to repair or replace the lost or damaged property within 180 days of the date of loss or as soon as reasonably possible.

#### Lock replacement

If the keys to Your House are lost or stolen, We will pay the cost of replacing the locks. In addition, if the keys which are lost or stolen contain an electronic unlocking device to Your car on the same key ring which is lost or stolen at the same time, We will pay the cost of replacing the electronic unlocking device up to a maximum of \$5,000.

You must notify Us in writing within 72 hours of discovering this loss or as soon as reasonably possible.

There is no Deductible for this coverage.

#### Loss of metered water

If metered water escapes from Your household heating or water system at Your House, We cover the cost of that metered water.

#### **Modification costs**

We cover You or a Family Member for the necessary expenses, up to a maximum of \$50,000, to make modifications to Your House, so that You may remain in Your House, if You or a Family Member suffers Permanent Incapacity as the result of an Accident during the Policy Period.

#### Mortgage discharge

We will pay the reasonable legal costs to discharge Your mortgage, up to a maximum of \$5,000, if Your claim is for a total loss under this Policy.

#### Mould remediation expenses

We provide coverage for Mould remediation expenses You incur, made necessary by a covered water damage loss to Your House, Other Permanent Structure or to Contents if Deluxe Contents Coverage is provided under Your Policy.

However, this extra coverage will not apply to a water damage loss caused by water escaping from within a household appliance, swimming pool or plumbing, heating or air conditioning system. The extent of cover available under this Policy for such circumstances is set out in the extra coverage headed "Escaping Water". For each Occurrence, We will pay up to a total of \$25,000 plus any additional amount of coverage shown in the Coverage Summary for Mould remediation expenses at the location. This coverage applies only to the portion of the House, Other Permanent Structure or Contents which directly sustained the covered water damage loss. These payments do not increase the Sum Insured for Your House, Other Permanent Structure or Contents.

We also provide coverage for temporary relocation expenses You incur, made necessary by Mould remediation. For each Occurrence, We will pay up to 20% of the total amount of Mould remediation expense coverage. There is no Deductible for temporary relocation expenses.

We will pay the following reasonable and necessary Mould remediation expenses not otherwise covered:

- testing the indoor air quality for Mould;
- testing the surfaces and materials of Your House or Other Permanent Structure for Mould;
- developing a Mould remediation plan; and
- implementing a Mould remediation plan including the clean up, removal, containment, treatment or disposal of Mould.

We will also pay for the following reasonable and necessary Mould remediation costs, including the increased cost, not otherwise covered for:

- removing debris solely due to Mould; and
- repairing or replacing covered property damaged or removed solely due to Mould.

We will pay the following temporary relocation expenses:

- The reasonable increase in Your normal living expenses that is necessary to maintain Your household's usual standard of living for the reasonable amount of time required to complete Mould remediation; and
- The fair rental value of that part of Your house rented or held for rental, for the reasonable amount of time required to complete Mould remediation, during the period of time it is usually rented.

We will not make any additional payments for Mould remediation expenses or temporary relocation expenses under any other extra coverage. The amount of coverage for Mould remediation expenses and temporary relocation expenses is the most We will pay for the sum of all Mould remediation expenses and temporary relocation expenses, regardless of the number of covered water damage losses that occur during the Policy Period.

#### Natural Disaster

The premium You pay for this Policy includes an amount for Natural Disaster insurance which is provided by EQC. This Natural Disaster insurance is called EQCover.

If You need to make a claim under EQCover, We will pay the difference between the amount You are entitled to be paid by the EQC (before the deduction of the EQCover excess), and the amount We would have paid for a Covered Loss under this Policy.

We will only cover you under this benefit if all the following occur:

- Your House suffers a loss caused by a Natural Disaster;
- EQC accepts Your claim for the loss;
- You have been paid EQC's full liability in relation to Your claim for the loss;
- The cost to repair or rebuild the portion of Your House which has suffered loss is higher than the maximum amount payable under EQCover.

We will also pay for loss to Your House caused by a Natural Disaster that EQC does not cover because the damaged property is exempt property under EQCover. The Natural Disaster Deductible will apply.

#### **Other Permanent Structures**

We cover Other Permanent Structures on the grounds of Your House. For a Covered Loss to Other Permanent structures, We will pay up to a total of 30% of the House Sum Insured for the location at which a Covered Loss to Other Permanent Structures occurs, plus any additional amount of coverage shown in the Coverage Summary for Other Permanent Structures at the location. The same payment basis applies to Other Permanent Structures as to the House itself.

#### **Rebuilding to code**

After a Covered Loss, We cover the necessary cost of conforming to any law or to any ordinance that requires or regulates:

- the repair, replacement, or rebuilding or demolition of the damaged portion of Your House or Other Permanent Structures made necessary by the Covered Loss;
- the demolition, replacement, or rebuilding of the undamaged portion of Your House or Other Permanent Structure necessary to complete the repair, replacement or rebuilding of the damaged portion of Your House or Other Permanent Structure; or
- the demolition of the undamaged portion of Your House or Other Permanent Structure when Your House or Other Permanent Structure must be totally demolished.

This additional cover applies if You repair or rebuild Your House or Other Permanent Structure at the same location unless Your House or Other Permanent Structure must be relocated due to local, regional or national zoning or land use regulations. We will not pay any extra cost required because the House or Other Permanent Structure did not conform to a law or statute which was in effect at the time the House or Other Permanent Structure was built.

#### Tree removal

Unless covered elsewhere under this Policy Wording, We will pay the reasonable expenses You incur up to a total of \$5,000 for each Occurrence to remove trees which have fallen, or trees threatening to fall and cause damage to Your House or neighbouring premises, due to wind, hail, sleet or the weight of ice or snow, fire, lightning, explosion, riot or civil commotion, earthquake or malicious mischief. These payments apply only to fallen trees, or trees threatening to fall and cause damage, at a location shown in the Coverage Summary.

This extra coverage applies only if You begin to repair or replace the lost or damaged property within 180 days of the date of loss or damage. There is no Deductible for this coverage.

#### Unlimited trace and access

If water, gas or oil escapes from Your household heating, cooking or water system, We cover the cost of removing and replacing any part of Your House or Other Permanent Structure necessary to repair Your household heating, cooking or water system. We do not cover loss or damage to the household heating, cooking or water system itself.

#### Utility expenses

If You have a Covered Loss to Your solar, wind or geothermal electrical power generating system or to Your Alternative Water System on the grounds of Your House, We provide coverage for Utility Expenses. The maximum amount We will pay for all Utility Expenses is \$5,000 in total for each Occurrence.

Coverage for Utility Expenses only applies if You begin to repair or replace the applicable damaged or lost solar, wind, geothermal electrical power-generating system or Alternative Water System within 30 days of the Occurrence. These payments do not increase the amount of cover for Your House or Other Permanent Structures.

If a Covered Loss to Your solar, wind or geothermal electrical power-generating system on the grounds of Your House causes a loss of Your Power Utility Income, We cover this loss of Your Power Utility Income for the reasonable amount of time required to repair or replace Your solar, wind or geothermal electrical powergenerating system. Our payment will be based upon the average of Your Power Utility Income over the 12 month period immediately prior to the Covered Loss. We cover the increase in these Power Utility Expenses for the reasonable amount of time required to repair or replace Your solar, wind or geothermal electrical power-generating system.

#### Water leak detection expenses

We will reimburse You for the reasonable expense You incur, up to \$1,000, to install a Water Leak Detection and Control System following a covered water damage loss to Your House or Your Other Permanent Structures within the Policy Period. This cover applies only if:

- the amount of the covered water damage loss is \$10,000 or more prior to the application of the Deductible;
- the covered water damage loss is caused by a leak or break in a plumbing, heating or air conditioning system; and
- the installation of a Water Leak Detection and Control System was the first time such a system was installed in Your House or Other Permanent Structures.

There is no Deductible for this coverage.

Section 3: Deluxe Contents Coverage

## Section 3: Deluxe Contents Coverage

This section of Your Policy Wording provides You with cover for physical loss or damage to Your Contents occurring anywhere in the world during the Policy Period, if a Sum Insured is stated in Your Coverage Summary for Deluxe Contents Coverage. All cover is subject to the full terms, conditions and exclusions stated in the Policy. Please refer to section 7.B for a full list of the exclusions applicable to Deluxe Contents Coverage.

#### How We will Pay Your Claim

#### 1. Sum Insured

- i. The Sum Insured for Contents at each location for each Occurrence is shown in the Coverage Summary.
- ii. You agree that We may change this amount when valuations are conducted and when the Policy is renewed, to reflect current costs and values. The premium will be adjusted in accordance with Our standard rating.
- iii. Inflation protection: At the time of a Covered Loss, Your Contents Sum Insured will include any increase in the consumer price index (CPI) from the beginning of the Policy Period. When the Policy is renewed the Sum Insured and the premium will reflect the then current costs and values.
- iv. If, after a Covered Loss to both House and Contents, We pay more than the House Sum Insured because of Extended Replacement Cost, We will automatically increase the Contents Sum Insured for that loss or damage by the same percentage that We increased the amount of House coverage.

#### 2. Deductible

- i. The Deductible applies in respect of each Occurrence except that no Deductible applies to a Covered Loss of more than \$50,000 unless the Vacant House Deductible or Natural Disaster Deductible applies.
- ii. We will show any applicable special Deductible on Your Coverage Summary.
- iii. If the location shown in the Coverage Summary has been substantially empty of all unfixed furnishings and all Contents for more than 60 consecutive days at the time of a Covered Loss, the Vacant House Deductible will apply unless the Deductible shown in the Coverage Summary is more than the Vacant House Deductible.

The Vacant House Deductible will apply unless You have advised Us that the location shown in the Coverage Summary will be vacant and We have agreed in advance in writing to waive the Vacant House Deductible. You must tell Us via Your insurance intermediary if Your location shown in the Coverage Summary will be vacant. An additional premium will also be charged on a vacant location, effective the date it becomes vacant. The Vacant House Deductible is not waived on any Covered Loss.

iv. If an Occurrence gives rise to a Covered Loss under both the Deluxe House Coverage and the Deluxe Contents Coverage, We will only apply one Deductible to the loss. If the Deluxe House Coverage Deductible and the Deluxe Contents Coverage Deductible are different, We will apply the greater of the Deductibles. If the Covered Loss is a Natural Disaster, the greater of the location Deductible and the Natural Disaster Deductible will apply.

#### 3. Payment basis

- i. The payment basis for Contents is Replacement Cost.
- ii. For a Covered Loss to Contents, the amount of coverage depends on where the loss or damage occurs.
  - a) At a location shown in the Coverage Summary: If the Covered Loss takes place at a location shown in the Coverage Summary with Contents Coverage in this Policy, We will pay up to the Contents Sum Insured at that Location, for each Occurrence.
  - b) Away from a location shown in the Coverage Summary: If the Covered Loss takes place away from any residence You own or live at, for each Occurrence the location which is most favourable to You will apply as the single listed location on which the payment is to be made.

- c) At a residence not listed in the Coverage Summary of this Policy:
  - If the Covered Loss takes place at a residence You own or live at that does not have Contents coverage listed in this Policy or any other Policy issued by a Chubb group affiliate, subsidiary, related or parent company, We will pay up to 10% of the highest Sum Insured for Contents in this Policy, for each Occurrence. However, Contents in a newly acquired principal residence is not subject to this limitation, for the 60 days immediately after You begin to move Your Contents there.
  - The location which is most favourable to You will apply as the single listed location on which the payment is to be made.
  - Regardless of the number of Policies providing You with Contents coverage, payment will be made based only on this chosen location and will not be made under more than one policy.
- iii. Pairs, sets and parts

For Covered Loss to a pair or set, or to part of a larger unit, We will pay the least of the following:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the cost to make up the difference between its market value before and after the loss.

However, if You agree to surrender the undamaged article(s) of the pair, set or parts to Us and We agree to accept them, We will pay You the full Replacement Cost of the entire pair, set or parts.

iv. Special limits

For a Covered Loss to each category of Contents listed below, We will not pay more than the amounts shown. These special limits do not increase the Sum Insured for Your Contents or for any item covered elsewhere in this Policy.

Item	Special Limit
<b>legal tender,</b> travellers cheques, bank notes, stored value cards, gift vouchers, bullion, gold, silver bars or casino tokens.	\$5,000
<b>securities,</b> accounts (other than accounts covered under Extra Coverages - "Account Funds"), deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports or tickets.	\$5,000
However, when this property is located in a bank vault or bank safe deposit box rented in the name of You or a Family Member having authorised access, Your full contents coverage away from Your location shown in the Coverage Summary will apply for a Covered Loss.	
trailers	\$5,000
<b>watercraft</b> including boats, canoes, rafts and jet skis and their furnishings, equipment and outboard motors.	\$10,000
<b>Jewellery</b> , watches or precious and semi-precious stones, whether set or unset that are lost, misplaced or stolen.	\$25,000 per item up to \$50,000 per Occurrence
Furs that are lost, misplaced or stolen.	\$5,000

<b>items of Precious Metals</b> including silverware, tableware, trays, trophies and similar household articles, other than Jewellery, which are made of gold, gold-plate, silver, silver-plate, pewter or platinum.	\$100,000
Collectible Stamps, Coins and medals	\$5,000
However when this property is located in a bank vault or bank safe deposit box rented in the name of You or a Family Member having authorised access, Your full Contents coverage away from Your location shown in Your Coverage Summary will apply for a Covered Loss.	
guns that are lost, misplaced or stolen.	\$10,000

# **Extra Coverages**

These coverages are included in Deluxe Contents Coverage and are in addition to the Sum Insured for Your Contents unless stated otherwise or an exclusion applies. The Deductible applies to extra coverages unless stated otherwise.

# Account Funds

We will pay up to \$25,000 for the loss of Your Financial Institution Account Funds due to the unauthorised use of Your bank card, debit card, or their account numbers, including unauthorised electronic fund transfers. This coverage is afforded only if there has been compliance with the terms for using the account.

We will only pay for the removal of funds from Your Financial Institution account without permission from You or a Family Member. We will not pay for the removal of funds from Your Financial Institution account:

- in excess of the amount authorised by You or a Family Member; or
- by a person or entity with unlimited access to these funds.

# **Business Property**

If You conduct Your Business from the location shown in the Coverage Summary, We will pay up to \$50,000 for a Covered Loss to Business property You own or possess. If You conduct Your Business from the location shown in the Coverage Summary as a qualified medical practitioner, veterinarian, lawyer or architect We will pay up to \$75,000 for a Covered Loss to Business Property You own or possess.

#### **Contents of a relative-in-care**

We will pay up to \$10,000 for a Covered Loss to Contents a relative-in-care owns or possesses and usually keeps at a residential care facility.

This coverage applies to a Covered Loss occurring at the facility where the relative-in-care resides. The amount of coverage is the most We will pay for each Occurrence regardless of the number of relatives-in-care residing in the same unit in the facility. The payment basis for Contents of a relative-in-care is Replacement Cost. Our payment is subject to a \$1,000 Deductible.

The same special limits apply to the Contents of a relative-in-care as to Your Contents with the following exceptions:

Item	Special Limit
<b>legal tender,</b> travellers cheques, bank notes, stored value cards, gift vouchers, bullion, gold and silver bars, or casino tokens.	\$500
<b>Jewellery</b> , watches or precious and semi-precious stones, whether set or unset, that are lost, misplaced, or stolen.	\$1,500

# **Electronic data restoration**

We cover Your personal data and Electronic Contents stored on Your personal computer or Electronic Data Processing Property which You own or possess. We will pay up to \$10,000 for the necessary, reasonable expense incurred using the most cost effective method for replacing or recreating that personal data and Electronic Contents as a result of a Covered Loss or the introduction of a computer worm, virus or other malware.

# **Endangered** property

Covered Contents removed from the location shown in the Coverage Summary because the location is endangered by a covered peril are covered against any peril for up to 90 days. These payments do not increase the Sum Insured for Your Contents.

# **Environmental benefits**

If a Covered Loss, relates to the replacement of lost or damaged refrigerators, freezers, washing machines, clothes dryers or dishwashers, with less than a 4 star energy rating, We will pay the cost to replace these items with items that have a minimum 4 star energy rating.

#### **Escaping water**

If any of the causes of loss described in the exclusions for wear and tear, fungi and Mould, inherent vice and breakdown, contamination, loss by animals or structural movement cause water to escape from within a household appliance, swimming pool or plumbing, heating or air conditioning system, We cover the loss caused by the water. We provide this coverage unless an exclusion applies other than the exclusions for wear and tear, fungi and Mould, inherent vice and breakdown, contamination, loss by animals or structural movement. This coverage also includes the cost of tearing out and replacing any part of the House or Other Permanent Structure necessary to repair the appliance, swimming pool, or system.

#### **Event Cancellation**

We will indemnify You up to a total of \$25,000 per Policy Period for irrecoverable costs and expenses You directly incur or are directly responsible for if Your Event is necessarily cancelled prior to the commencement of Your Event as a direct result of any sudden and accidental Occurrence beyond Your control.

# Fire protection equipment

We cover You for the cost of refilling or replacing fire protection equipment kept at the location shown in the Coverage Summary due to it having been used to prevent or manage loss or damage to Your House or Contents from a fire.

We will pay up to \$5,000 for the necessary, reasonable expense incurred. There is no deductible for this extra coverage.

# Food spoilage

We cover food, medicine or Wine while contained in a refrigerator or freezer which spoils due to changes in, or extremes of, temperature caused by:

- off premises power interruption;
- interruption of premises power supply; or
- mechanical or electrical breakdown of refrigeration equipment.

This coverage applies only to spoilage which occurs at any location shown in the Coverage Summary. This payment does not increase the Sum Insured for Your Contents. For a Covered Loss to Wine, We will not pay more than \$10,000.

# **Guest property**

We cover personal property of Your Guests, domestic workers or relatives while the personal property is in any location shown on the Coverage Summary occupied by You or a Family Member.

# Motorised land vehicles

We cover the following motorised land vehicles:

- motorised land vehicles which are not capable of being driven, in storage at the location shown in the Coverage Summary;
- unregistered motorised land vehicles not designed for or required to be registered for use on public roads:
  - used solely on and to service the location shown in the Coverage Summary;
  - used to assist the disabled;
- battery powered bicycles which comply with New Zealand legislation and which do not require registration for use on public roads, and
- golf carts.

# Newly acquired items

We cover Your newly acquired Contents for 25% of the highest amount of Deluxe Contents Coverage as listed on Your Coverage Summary but You must request cover for the newly acquired Contents within 60 days after You acquire them and pay Us the additional premium from the date acquired. We reserve the right not to insure the newly acquired Contents after the 60th day.

#### The following extra coverages apply only at a location shown in the Coverage Summary where You are a tenant or a unit owner, and apply in addition to the extra coverages listed above.

# Additional living expenses

If a Covered Loss makes the location shown in the Coverage Summary uninhabitable, (for example it is unsafe to occupy, is not weatherproof or does not have access to a functioning kitchen or bathroom), We cover certain expenses below. This includes a loss covered by the Earthquake commission. There is no Deductible for this coverage.

1. Extra living expenses

We cover the reasonable increase in Your normal living expenses that is necessary to maintain Your household's usual standard of living.

We cover this increase for the reasonable amount of time it should take to restore the location shown in the Coverage Summary to a habitable condition (for example as a minimum it is safe to occupy, weatherproof and has a functioning kitchen and bathroom) or if You or members of Your household permanently relocate, the shortest amount of time required to settle elsewhere. However, if You are newly constructing the location shown in the Coverage Summary or constructing additions, alterations, or renovations to the location shown in the Coverage Summary at the time of a Covered Loss, We only cover the increase in Your normal living expenses incurred by You for the reasonable amount of time required to restore the location shown in the Coverage Summary to the condition it was in prior to the Covered Loss. This period of time is not limited by the expiration of this Policy.

# 2. Extra boarding expenses for pets

If You are entitled to a benefit payable under 1. "extra living expenses" and You 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 expenses incurred to board Your pets in alternative accommodation for the time You are receiving the extra living expenses up to a maximum of \$30,000.

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#### Fair rental value 3.

If a Covered Loss renders a part of the location shown in the Coverage Summary which You usually rent to others uninhabitable, (for example it is unsafe to occupy, is not weatherproof or does not have access to a functioning kitchen or bathroom), We cover its fair rental value during the period of time it is usually rented for the reasonable amount of time required to restore it to a habitable condition. This period of time is not limited by the expiration of this Policy.

#### Forced evacuation 4.

If You are forced to evacuate the location shown in the Coverage Summary as a direct result of a Covered Loss or a reasonable threat of a loss covered under this Policy, We cover the reasonable increase in Your normal living expenses incurred by You that is necessary to maintain Your household's usual standard of living. We also cover any loss in fair rental value if the location shown in the Coverage Summary is usually held for rental. We do not cover any loss due to cancellation of a lease or agreement. We cover these forced evacuation expenses for up to 90 days, even if the Policy Period ends during that time.

#### Evacuation boarding expenses for pets 5.

If You are entitled to a benefit payable under 4. "forced evacuation" and You 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 expenses incurred to board Your pets in alternative accommodation for a maximum period of 90 days up to a maximum of \$2,500.

#### Emergency clothing and essential purchases 6.

If You or a Family Member are not able to access the location shown in the Coverage Summary due to a covered forced evacuation, We will pay up to a maximum \$5,000 for essential replacement clothing and toiletry items You or a Family Member need to purchase.

# **Additions and Alterations**

We cover Your Additions and Alterations including breakage of glass or safety glazing material in the building or a door or window. We also cover any other structure at the location shown in the Coverage Summary that is owned by You or available for Your exclusive use and which You are required to insure. But the loss must be for that part of Your unit in which You have an insurable interest.

For a Covered Loss to these items, We will pay up to 25% of the Contents Sum Insured plus any higher amount listed in the Coverage Summary for Additions and Alterations. The same payment basis applies to Additions and Alterations as to Contents. However, if You have a Covered Loss to Additions and Alterations and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, We will only pay the Reconstruction Cost less depreciation.

If a Natural Disaster occurs, the Natural Disaster Deductible applies.

#### **Common Area Cover**

If You are a unit owner, We will pay up to \$50,000 for any one Occurrence for Your share of any extraordinary payments or special levies charged against all unit owners for common property or area loss or damage during the Policy Period, which is in excess of Your body corporate or cross-lease insurance and any entitlement under the EQC Act. The common property or area loss or damage must be 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 Deductible amount that You are expected to pay under Your body corporate or cross-lease insurance. There is no Deductible for this coverage.

# **Construction works and materials**

We will cover the works, building materials and construction supplies owned by You and located on the grounds of the location shown in the Coverage Summary intended for use in its construction, addition, alteration or renovation up to 25% of the Contents Sum Insured or \$300,000, whichever is less. These payments apply only to a Covered Loss, and they do not increase the Sum Insured for the location.

# Debris removal

Unless covered elsewhere under this Policy, We cover the necessary expenses You incur as a result of a Covered Loss to demolish damaged covered property. We also cover the necessary expenses You incur to remove debris resulting from a Covered Loss including the property that caused a Covered Loss. We will pay up to 30% of the Sum Insured for Your Contents at the location shown in the Coverage Summary.

# **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 or other natural catastrophe.

#### **Emergency repairs**

After a Covered Loss, We cover the reasonable expenses You incur for necessary emergency repairs made solely to protect the location shown in the Coverage Summary against further covered damage. These payments do not increase the Sum Insured for the location.

# Fire department charges

If a fire department is called to protect the location shown in the Coverage Summary or its grounds against a Covered Loss or potential Covered Loss, We will pay up to \$5,000 for any charges imposed by law or assumed by written agreement. There is no Deductible for this coverage.

# Landscaping

We cover Your trees, shrubs, plants and lawns at the location shown in the Coverage Summary against certain kinds of perils. These are fire, lightning, explosion, civil disturbance, vandalism, malicious mischief, theft and loss caused by a vehicle or aircraft.

We will pay up to a total of 10% of the Contents Sum Insured at the location at which the loss or damage occurs, but not more than \$20,000 for any one tree, shrub or plant.

This extra coverage applies only if You begin to repair or replace the lost or damaged property within 180 days of the date of loss or damage or as soon as reasonably possible.

# Lock replacement

If the keys to the location shown in the Coverage Summary are lost or stolen, We will pay the cost of replacing the locks to that location. In addition, if the keys which are lost or stolen contain an electronic unlocking device to Your car on the same key ring which is lost or stolen at the same time, We will pay the cost of replacing the electronic unlocking device up to a maximum of \$5,000. There is no Deductible for this coverage.

You must notify Us in writing within 72 hours of discovering this loss or as soon as reasonably possible.

# Loss of metered water

If metered water escapes from Your household water system at the location shown in the Coverage Summary, We cover the cost of metered water. We will only cover loss of metered water where the water utility account at the location shown in the Coverage Summary is in Your name and You are responsible for paying for the use of metered water at the location shown in the Coverage Summary.

# **Modification costs**

We cover You or a Family Member for the necessary expenses, up to a maximum of \$50,000, to make modifications to the location shown in the Coverage Summary, where We are satisfied that You are permitted to make the modifications, so that You may remain in the location, if You or a Family Member suffers Permanent Incapacity as the result of an Accident during the Policy Period.

# Mortgage discharge

We will pay the reasonable legal costs to discharge Your mortgage up to a maximum of \$5000 if Your claim is for a total loss under this Policy.

# Mould remediation expenses

We provide coverage for Mould remediation expenses You incur, made necessary by a covered water damage loss to the location shown in the Coverage Summary.

However, this extra coverage will not apply to a water damage loss caused by water escaping from within a household appliance, swimming pool or plumbing, heating or air conditioning system. The extent of cover available under this Policy for such circumstances is set out in the extra coverage headed "Escaping Water".

For each Occurrence, We will pay up to a total of \$25,000, plus any additional amount of coverage shown in the Coverage Summary for Mould remediation expenses at the location. This coverage applies only to the portion of the Contents or Additions and Alterations which directly sustained the covered water damage loss. These payments do not increase the Sum Insured for the location shown in the Coverage Summary. We also provide coverage for temporary relocation expenses You incur, made necessary by Mould remediation. For each Occurrence, We will pay up to 20% of the total amount of Mould remediation expenses coverage. There is no Deductible for temporary relocation expenses.

We will pay the following reasonable and necessary Mould remediation expenses not otherwise covered:

- testing the indoor air quality for Mould;
- testing the surfaces and materials of Your Contents and Additions and Alterations for Mould;
- developing a Mould remediation plan; and
- implementing a Mould remediation plan including the clean up, removal, containment, treatment or disposal of Mould.

We will also pay for the following reasonable and necessary Mould remediation costs, including the increased cost, not otherwise covered for:

- removing debris solely due to Mould; and
- repairing or replacing covered property damaged or removed solely due to Mould.

We will pay the following temporary relocation expenses:

- the reasonable increase in Your normal living expenses that is necessary to maintain Your household's usual standard of living for the reasonable amount of time required to complete Mould remediation; and
- the fair rental value of that part of the location shown in the Coverage Summary rented or held for rental, for the reasonable amount of time required to complete Mould remediation, during the period of time it is usually rented.

We will not make any additional payments for Mould remediation expenses or temporary relocation expenses under any other extra coverage. The amount of coverage for Mould remediation expenses and temporary relocation expenses is the most We will pay for the sum of all Mould remediation expenses and temporary relocation expenses, regardless of the number of covered water damage losses that occur during the Policy Period.

# **Rebuilding to code**

After a Covered Loss, We cover the necessary cost of conforming to any law or to any ordinance that requires or regulates:

- the repair, replacement, or rebuilding or demolition of the damaged portion of Your Additions and Alterations made necessary by the Covered Loss;
- the demolition, replacement, or rebuilding of the undamaged portion of Your Additions and Alterations necessary to complete the repair, replacement or rebuilding of the damaged portion of the location shown in the Coverage Summary or Other Permanent Structure; or
- the demolition of the undamaged portion of Your Additions and Alterations when the location shown in the Coverage Summary must be totally demolished.

# Tree removal

Unless covered elsewhere under this Policy Wording, We will pay the reasonable expenses You incur up to a total of \$5,000 for each Occurrence to remove trees which have fallen, or trees threatening to fall and cause damage to Your House or neighbouring premises, due to wind, hail, sleet or the weight of ice or snow, fire, lightning, explosion, riot or civil commotion, earthquake or malicious mischief. These payments apply only to fallen trees, or trees threatening to fall and cause damage, at a location shown in the Coverage Summary.

This extra coverage applies only if You begin to repair or replace the lost or damaged property within 180 days of the date of loss. There is no Deductible for this coverage.

# Unlimited trace and access

If water, gas or oil escapes from Your household heating, cooking or water system, We cover the cost of removing and replacing any part of Your Additions and Alterations necessary to repair Your household heating, cooking or water system. We do not cover loss or damage to the household heating, cooking or water system itself.

# Water leak detection expenses

We will reimburse You for the reasonable expense You incur, up to \$1,000, to install a Water Leak Detection and Control System following a covered water damage loss to the location shown in the Coverage Summary within the Policy Period.

This cover applies only if:

- the amount of the covered water damage loss is \$10,000 or more prior to the application of the Deductible;
- the covered water damage loss is caused by a leak or break in a plumbing, heating or air conditioning system; and

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• the installation of a Water Leak Detection and Control System was the first time such a system was installed in the location shown in the overage Summary.

There is no Deductible for this cover.

# Section 4: Valuable Articles Coverage

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# Section 4: Valuable Articles Coverage

This section of Your Policy Wording provides You with cover for physical loss or damage to Your Valuable Articles occurring anywhere in the world during the Policy Period, if a Sum Insured is stated in Your Coverage Summary for Valuable Articles. All cover is subject to the terms, conditions and exclusions stated in the Policy. Please refer to Section 7.C for a full list of the exclusions applicable to Valuable Articles Coverage.

# How We will pay Your claim

#### 1. Sum Insured

- i. The Sum Insured for each category of Valuable Articles and for each itemised article is shown in Your Coverage Summary.
- ii. We may change this amount when valuations are conducted and when the Policy is renewed, to reflect current costs and values. The premium will be adjusted in accordance with Our standard rating.

# 2. Payment Basis for Itemised articles

For a Covered Loss to an article listed in Your Coverage Summary of itemised articles, We will pay as follows:

A. Total loss:

If the itemised article is lost or totally destroyed:

- i. We will pay the Sum Insured for that article.
- ii. Extended Replacement Cost for Fine Arts:

If, after a Covered Loss, the Sum Insured for an itemised article of Fine Arts is:

- less than the market value; and
- can be verified by a professional valuation dated within the three (3) year period immediately prior to the Covered Loss; and
- you have insured your Valuable Article for the amount shown in the professional valuation;

We will pay the Extended Replacement Cost for Valuable Articles up to 150% of the Sum Insured for that itemised article of Fine Arts or the Sum Insured plus an additional \$250,000, whichever is the lesser amount.

iii. Extended Replacement Cost cover Jewellery:

If, after a Covered Loss, the Sum Insured for an itemised article of Jewellery is:

- less than the market value; and or
- Can be verified by a professional valuation dated within the two (2) year period immediately prior to the Covered Loss and the itemised articles are insured for the amount as noted in those valuations.

We will pay the Extended Replacement Cost for Valuable Articles up to the Sum insured as shown in Your Coverage Summary for Jewellery.

iv. Extended Replacement Cost cover for all other categories of Valuable Articles:

If, after a Covered Loss, the Sum Insured for an itemised article in a category other than Fine Arts or Jewellery is:

- less than the market value; and
- can be verified by a professional valuation dated within the two (2) year period immediately prior to the Covered Loss,

We will pay the Extended Replacement Cost for Valuable Articles up to the Sum Insured as shown in Your Coverage Summary for that category of Valuable Articles Coverage.

- v. When We pay the Sum Insured for an Item, We may, at Our option, keep all or part of the damaged property.
- vi. When We pay for a total loss, the salvage becomes Our property.

# B. Partial loss

If the itemised article is partially lost or damaged:

- i. Restoration cover: We will pay the cost without deduction for wear and tear, to restore the itemised article to its condition immediately before the loss up to the Sum Insured for that itemised article.
- ii. If the itemised article cannot be fully restored to its condition and market value immediately before the loss, We will pay the restoration costs, if restoration is attempted, plus any loss of market value up to the Sum Insured for that itemised article.
- iii. if the loss or damage is to an item of Fine Art that was professionally valued within the three (3) year period immediately prior to the Covered Loss, We will pay Extended Replacement Cost for Valuable Articles up to 150% of the Sum Insured for that itemised article of Fine Arts or the Sum Insured plus an additional amount of \$250,000, whichever is the lesser amount.
- iv. If the loss or damage is to an item of Jewellery that was:
  - professionally valued within the two (2) year period immediately prior to the Covered Loss, and
  - the itemised articles are insured for the amount as noted in those valuations,

We will pay Extended Replacement Cost For Valuable Articles up to the Sum Insured as shown in Your Coverage Summary for Jewellery.

- v. If the loss or damage is to an item in a category other than Fine Arts or Jewellery that was professionally valued within the two (2) year period immediately prior to the Covered Loss, We will pay Extended Replacement Cost for Valuable Articles up to the Sum Insured as shown in Your Coverage Summary for that category of Valuable Articles Coverage.
- C. In-vault jewellery

Itemised jewellery described in the Coverage Summary as "in-vault" must be kept in a bank vault. There is no coverage for these items while they are out of a vault, unless We agree in advance to cover them.

D. In-safe jewellery

Itemised jewellery described in the Coverage Summary as "in-safe" must be kept in a safe at the location shown in the Coverage Summary shown as having "in-safe" jewellery. There is no coverage for these items while they are out of a safe, unless We agree in advance to cover them.

# 3. Payment Basis for Blanket coverage

For a Covered Loss to Valuable Articles with blanket coverage:

- i. We will pay the amount required to repair or replace the property, whichever is lesser, without deduction for depreciation.
- ii. If the restored value is less than the market value immediately prior to the loss, We will pay the difference.
- iii. We will not pay more than the amount of blanket coverage for that category listed in Your Coverage Summary and We will not pay more than the blanket limit per item shown in the Coverage Summary for loss to any one article.
- iv. The maximum amount We will pay for a Covered Loss to Wine at any location other than the location(s) shown on the Coverage Summary is 20% of the Sum Insured for Wine or \$50,000, whichever is less.

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# 4. Payment Basis for Recoveries

If We pay for a Covered Loss to property and We recover that property, We agree to offer You an opportunity to buy it back. We will offer it to You at no higher an amount than We paid to You for that property.

# 5. Payment Basis for Pairs, sets and parts

i. Jewellery and Fine Arts only

For a Covered Loss to a pair or set, or to part of a larger unit, if You agree to surrender the undamaged article(s) of the pair, set or unit to Us, We will pay You the full Replacement Cost of the entire pair, set or unit, subject to the applicable amount of coverage for that pair, set or unit. If the remaining pieces or parts are not surrendered, it is considered a partial loss as previously described in "Itemised Articles".

ii. All other Valuable Articles

For a Covered Loss to a pair or set or to part of a larger unit, We will pay whichever is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it;
- the cost to make up the difference between its market value before and after the loss; or
- the amount of coverage for that pair, set or unit.

However, if You agree to surrender the undamaged article(s) of the pair, set or unit to Us and We agree to accept it, We will pay You the full Replacement Cost of the entire pair, set or unit, subject to the applicable amount of coverage for that pair, set or unit.

#### **Extra Coverages**

These coverages are included in Your Valuable Articles Coverage and are in addition to the Sum Insured for Your Valuable Articles unless stated otherwise in Your Policy or an exclusion applies.

# Fine art expenses

If You have cover for itemised Fine Art shown in Your Coverage Summary, We pay for expenses You incur for defective title and defective title legal costs.

*i.* Defective title legal costs

We will pay for reasonable legal costs up to \$100,000 that You incur due to claims made against You for lack of title or defective title of which You were not aware, to an itemised article of Fine Art covered under this Policy. You must give prior notice to Us before incurring any fees or expenses.

The most We will pay for all claims for defective title legal costs during the Policy Period, regardless of the number of claims or the number of articles, is \$100,000. This coverage only applies to claims made against You and reported to Us during the Policy Period.

#### ii. Defective title

If it is proven that You are not the rightful owner of an itemised article of Fine Art covered under this Policy following a successful claim against You for defective title or lack of title, We will pay for Your loss of that article. The most We will pay for all claims for defective title during the Policy Period regardless of the number of claims or the number of articles is \$100,000.

Defective title cover only applies to itemised Fine Art purchased by You during the period We have insured Your Fine Art.

# Fine Art works in progress

If an amount of coverage for itemized Fine Art is shown in Your Coverage Summary, We cover uncompleted works of art by an artist commissioned by You that are damaged or destroyed by a peril that would be covered under this Policy prior to completion or which cannot be completed by the artist due to the artist's death. We will pay for the costs You incurred for the materials or supplies for the artist and the contracted costs for labour up to \$100,000 but not more than the amount of non-recoverable deposits or the full commission price if prepaid. This is the most We will pay regardless of the number of policies providing You with coverage for Fine Art.

# Jewellery works in progress

If an amount of coverage for itemised Jewellery is shown in Your Coverage Summary, We cover uncompleted items of Jewellery by a jeweller or designer commissioned by You that, are damaged or destroyed by a peril that would be covered under this Policy prior to completion or which cannot be completed by the jeweller or designer due to the death of the jeweller or designer. We will pay for the costs You incurred for the materials or supplies and the contracted costs for labour up to \$25,000 but not more than the amount of non-recoverable deposits or the full commission price if prepaid. This is the most We will pay regardless of the number of policies providing You with coverage for Jewellery.

# Newly acquired Valuable Articles

We automatically cover some categories of newly acquired Valuable Articles that You own if You already have itemised articles shown in the Coverage Summary in that category.

The amount of coverage for these Valuable Articles is described below.

i. Fine Arts

We cover Your newly acquired Fine Arts for 25% of Your total itemised coverage for Fine Arts.

You must request coverage for the newly acquired Fine Arts within 90 days after You acquire them, and pay the additional premium from the date acquired. We reserve the right not to insure the newly acquired articles after the 90th day.

# ii. Jewellery, Furs, Cameras and Musical Instruments

We cover Your newly acquired Jewellery, Furs, Cameras and Musical Instruments for 25% of Your total itemised coverage in the same category, up to \$100,000 for each category.

You must request coverage for these newly acquired articles within 90 days after You acquire them, and pay the additional premium from the date acquired. We reserve the right not to insure the newly acquired articles after the 90th day.

Section 5: Family Protection Coverage

# Section 5: Family Protection Coverage

This section of Your Policy provides Family Protection Coverage for You and Family Members arising from an Occurrence which takes place during the Policy Period, anywhere in the world, except those places listed as destinations to which you are advised not to travel or to which you should avoid non-essential travel by the New Zealand Government Ministry of Foreign Affairs and Trade. These destinations can be found online at <u>www.safetravel.govt.nz</u>.

All cover is subject to the terms, conditions and exclusions stated in the Policy.

Please refer to Section 7.D for a full list of the exclusions applicable to Family Protection Coverage.

# How We will Pay Your Claim

# **Amount of Coverage**

- i. The maximum amounts of coverage provided under the Policy are shown in the Coverage Summary and the Policy Wording under Family Protection Coverages for:
  - Cyber Coverage;
  - Car-jacking Coverage;
  - Cyberbullying Coverage;
  - Hijacking Coverage;
  - Child Abduction Coverage;
  - Stalking Threat Coverage;
  - Aggravated Assault Coverage;
  - Home Invasion Coverage;
  - Air Rage Coverage;
  - Road Rage Coverage;
  - Terrorism and Active Assailant Coverage; or
- ii. We will not pay more than the amount of coverage shown for each covered Occurrence, regardless of how many policies or people are involved in the Occurrence. If a loss is covered under more than one part of Family Protection Coverage We will pay under the part giving the most coverage, but not under more than one part.
- iii. The Accidental Death and Dismemberment benefit amount for Loss of life will be paid to the Beneficiary. The Accidental Death and Dismemberment benefit amount other than for Loss of life will be paid to the Victim.
- iv. If a Victim has multiple Accidental Death and Dismemberment Losses We will pay only the single largest Accidental Death and Dismemberment benefit amount applicable to the Accidental Death and Dismemberment Losses suffered.
- v. If more than one Victim suffers an Accidental Death and Dismemberment Loss in the same Occurrence, We will not pay more than \$50,000. If any Occurrence results in multiple Accidental Death and Dismemberment benefit amounts which when payable exceed \$50,000 in total, the sum of \$50,000 will be divided proportionately based on each applicable Accidental Death and Dismemberment benefit amount payable.

# **Family Protection Coverages**

# A. Cyber Coverage

Cyber Coverage includes:

1. Cyber Extortion

We will pay the reasonable and necessary costs up to a maximum of \$5,000 incurred by You or a Family Member for the following cyber extortion expenses that You or a Family Member incurs solely and directly as a result of a Cyber Extortion Occurrence:

a) expenses to retain a Third Party Vendor to respond to the Cyber Extortion Occurrence, including to negotiate the removal of the threat made and/or remove any malware or other

malicious software which was caused to be installed on your electronic data processing equipment in order to facilitate the Cyber Extortion Occurrence;

- b) loss of legal tender that was used to stop or remove the Cyber Extortion Occurrence; and
- c) expenses to replace, repair, restore, or recover the Electronic Data Processing Property owned by You or a Family Member which is damaged or destroyed as a result of the Cyber Extortion Occurrence.

The payment of cyber extortion expenses is subject to the following:

- You or a Family Member has retained a Third Party Vendor, who has investigated and confirmed that a Cyber Extortion Occurrence has occurred.
- All amounts of cover under Cyber Extortion Cover are subject to the Cyber Aggregate Limit per Policy Period for Cyber Coverage.
- If the Third Party Vendor does not conclude that a Cyber Extortion Occurrence has occurred, cover under this section will not apply and You will be responsible for the costs, bills and fees associated with the retention of the Third Party Vendor.

#### 2. Cyber Financial Loss

We will reimburse non-recoverable Account Funds and pay the following reasonable and necessary costs for cyber financial loss expenses You or a Family Member incurs solely and directly as a result of a Cyber Financial Loss Occurrence up to a maximum of \$10,000:

- a) ensuing damages for which You or a Family Member becomes legally liable to a third party which arise directly out of the Cyber Financial Loss Occurrence;
- b) salary lost due to time off from work for You or a Family Member to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel during the first 60 days after discovery of an act committed as part of the Cyber Financial Loss Occurrence, up to a maximum of \$10,000 for each Cyber Financial Loss Occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans; or
- c) with Our consent, which will not be unreasonably withheld or delayed, legal fees, up to a maximum of \$2,000 for:
  - the defence of You or a Family Member against a lawsuit(s) related to the Cyber Financial Loss Occurrence by a business or a collection agency;
  - the removal of criminal or civil judgements related to the Cyber Financial Loss Occurrence wrongly entered against You or a Family Member; or
  - any challenge to the information in a consumer credit report for You or a Family Member.

The payment of cyber financial loss expenses is subject to the following:

- All amounts of cover under Cyber Financial Loss Cover are subject to the Cyber Aggregate Limit per Policy Period for Cyber Coverage
- Financial losses must be reported and verified by local law enforcement (for example to New Zealand Police Service) and Your financial and credit organisations in order to be covered under this portion of the Policy.

# 3. Cyber Breach of Personal Information

We will pay the reasonable and necessary costs up to a maximum of \$5,000 incurred by You or a Family Member for the following cyber breach of personal information expenses You or a Family Member incurs solely and directly as a result of a Cyber Breach of Personal Information Occurrence:

a) related salary lost during the first sixty (60) days after the date You discover or learn of a Cyber Breach of Personal Information Occurrence covered under this Policy for You or a Family Member, up to a maximum of \$5,000 per Policy Period, in excess of any other valid

and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans;

- b) related temporary relocation expenses for You and Your Family Members following a Cyber Breach of Personal Information Occurrence when incurred as a direct result of the Cyber Breach of Personal Information Occurrence within 60 days after the earliest date attributable to such Occurrence;
- c) legal fees to consult with legal counsel solely for legal guidance on how to respond to a Cyber Breach of Personal Information Occurrence:
  - with prior notice and approval by Us; and
  - when incurred within one year after an act committed as part of such Occurrence,

but does not include any legal fees to retain legal counsel for legal action or to act on the legal advice in any way (such as but not limited to bringing or starting a legal action or lawsuit related to the Cyber Breach of Personal Information Occurrence).

All amounts of cover under Cyber Breach of Personal Information Cover are subject to the Cyber Aggregate Limit per Policy Period for Cyber Coverage.

# B. Car-jacking Coverage

We will pay the reasonable costs for the following car-jacking expenses You, a Family Member, or a Covered Relative incur solely and directly as a result of a Car-jacking Occurrence:

- 1. related rest and recuperation expenses for You, a Family Member, or a Covered Relative who witnessed the Car-jacking Occurrence, up to a maximum of \$10,000 for each Car-jacking Occurrence, 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 180 days after the Car-jacking Occurrence;
- 2. salary lost during the first 60 days after the Car-jacking Occurrence, up to \$50,000 for each person (You, a Family Member, or a Covered Relative who witnessed the Car-jacking Occurrence), up to a maximum of \$75,000 for each Car-jacking Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay, or other similar salary replacement plans;
- 3. related hotel or paid accommodation costs for You or a Family Member to be located closer to the hospital or medical centre where the Victim is receiving medical treatment, up to a maximum of \$10,000 for each Car-jacking Occurrence, unless You or a Family Member have a location shown in the Coverage Summary which is geographically closer to such hospital or medical treatment centre;
- 4. the Covered Vehicle's comprehensive physical damage excess applied to damage sustained by the Covered Vehicle in the Car-jacking Occurrence up to a maximum of \$5000.

# Reward benefit:

We will also pay up to a maximum of \$5,000 for each Car-jacking Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Car-jacking Occurrence.

The following are not eligible to receive this reward payment: You, a Family Member, or a Covered Relative who witnessed the Car-jacking Occurrence.

# C. Cyberbullying Coverage

We will pay the reasonable costs for the following cyberbullying expenses You or a Family Member incur solely and directly as a result of a Cyberbullying Occurrence.

The most We will pay for all cyberbullying expenses combined for the Cyberbullying Occurrence is \$50,000.

- 1. related rest and recuperation expenses for You or a Family Member up to a maximum of \$15,000 for each Cyberbullying Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional (other than You or a Family Member), when incurred within 180 days after an act committed as part of the Cyberbullying Occurrence;
- 2. salary lost due to wrongful termination during the first 60 days after an act committed as part of the Cyberbullying Occurrence, up to a maximum of \$50,000 for each Cyberbullying Occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans;
- 3. related temporary relocation expenses for You and your Family Members, up to a maximum of \$15,000, when incurred within 60 days after an act committed as part of the Cyberbullying Occurrence;
- 4. related costs for:
  - temporary private tutoring; or
  - any increase in expense for school enrolment if the student relocates to an alternative but similar school,

up to \$15,000 for You or a Family Member, when incurred within 60 days after an act committed as part of the Cyberbullying Occurrence;

- 5. the following related reasonable costs You or a Family Member incurs, up to \$15,000 per person, up to a maximum of \$30,000 for each Cyberbullying Occurrence, when incurred within one year after an act committed as part of the Cyberbullying Occurrence for:
  - a professional public relations consultant;
  - a professional digital forensic analyst to aid in prosecution;
  - a professional cyber security consultant;
  - a reputation management firm.

# D. Hijacking Coverage

We will pay the reasonable costs for the following hijacking expenses You or a Family Member incur solely and directly as a result of a Hijacking Occurrence:

- 1. related rest and recuperation expenses for You or a Family Member, up to a maximum of \$10,000 for each Hijacking Occurrence, as prescribed by a Physician, psychologist or other authorized mental health professional not related to You or a Family Member, when incurred within 180 days after the Hijacking Occurrence;
- 2. salary lost during the first 60 days after the Hijacking Occurrence, up to \$50,000 for each person (You or a Family Member), up to a maximum of \$75,000 for each Hijacking Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, workers' compensation insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans;
- 3. non-refundable expenses incurred by You or a Family Member for Your scheduled trip, up to a maximum of \$5,000, for each Hijacking Occurrence, for the following:
  - a) additional accommodation or transportation to bring You or a Family Member to the original destination if You or a Family Member missed the original departure;

- b) additional accommodation or transportation to bring You or a Family Member to the return destination, or to travel from the place where the trip was interrupted to the place where You or a Family Member can re-join the trip; and
- c) the unused portion of land, sea, or air arrangements or accommodations that You or a Family Member paid as part of the trip,

due to the scheduled trip's cancellation or interruption caused by a Hijacking Occurrence.

# E. Child Abduction Coverage

We will pay the reasonable costs for the following child abduction expenses You, a Family Member, a Covered Relative, or an abducted child's parent or legal guardian incur solely and directly as a result of a Child abduction Occurrence:

- 1. related rest and recuperation expenses for You, a Family Member, a Covered Relative who witnessed the Child Abduction Occurrence, or a Covered Relative who is the parent or legal guardian of the abducted child up to a maximum of \$25,000 for each Child Abduction Occurrence, as prescribed by a Physician, psychologist, or other authorized mental health professional not related to You, a Family Member or a Covered Relative, when incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's Loss Of Life, whichever comes first;
- 2. salary lost during the first 60 days after the Child Abduction Occurrence, up to \$50,000 for each person (You, a Family Member, or a Covered Relative who is the parent or legal guardian of the abducted child), up to a maximum of \$75,000 for each Child Abduction Occurrence, in excess of any other valid and collectible benefits including disability insurance, workers' compensation insurance, unemployment benefit, salary and wage continuation, or other similar salary replacement plans;
- 3. related travel, meals, lodging and phone expenses incurred by You, a Family Member, a Covered Relative who witnessed the child Abduction Occurrence, or a Covered Relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 30 days after the recovery of the abducted child or the verification of the abducted child's Loss Of Life, up to a maximum of \$25,000 for each Child Abduction Occurrence;
- 4. the following related reasonable costs You or a Family Member or Covered Relative who is the parent or legal guardian of the abducted child incur, up to a maximum of \$100,000, when incurred within 12 months after a Child Abduction Occurrence for:
  - a) a professional public relations consultant;
  - b) a professional forensic analyst;
  - c) publicity expenses incurred to locate the abducted children;
  - d) a professional security consultant.

# Reward benefit:

We will also pay up to a maximum of \$25,000 for each Child Abduction Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Child Abduction Occurrence. The following are not eligible to receive this reward payment; You, a Family Member, the parent or guardian of the abducted child, or a Covered Relative who witnessed the Child Abduction Occurrence.

# F. Stalking Threat Coverage

We will pay the reasonable costs for the following stalking threat expenses You or a Family Member incur solely and directly as a result of a Stalking Threat Occurrence:

1. related professional security consultant and professional security guard services up to a maximum of \$25,000 for each Stalking Threat Occurrence;

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- 2. related residential security expenses to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for location(s) shown in Your Coverage Summary, up to a maximum of \$15,000. Unless immediate action is required for safety reasons, You must obtain Our prior consent which will not be unreasonably withheld or delayed;
- 3. related temporary relocation expenses up to a maximum of \$25,000.

The most We will pay for all stalking threat expenses combined for the Stalking Threat Occurrence is \$50,000.

# G. Aggravated Assault Coverage

We will pay the reasonable costs for the following Aggravated Assault Expenses You or a Family Member incur solely and directly as a result of an Aggravated Assault Occurrence:

- 1. related rest and recuperation expenses for You or a Family Member, up to a maximum of \$10,000, for each Aggravated Assault Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You or a Family Member when incurred within 180 days after the Aggravated Assault Occurrence;
- 2. salary lost during the first 60 days after the Aggravated Assault Occurrence, up to \$50,000 for each person (You or a Family Member), up to a maximum of \$75,000 for each Aggravated Assault Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay or other similar salary replacement plans.

# Reward benefit:

We will also pay up to a maximum of \$5,000 for each Aggravated Assault Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Aggravated Assault Occurrence.

The following are not eligible to receive this reward payment: You, a Family Member, or the Police.

#### H. Home Invasion Coverage

We will pay the reasonable costs for the following home invasion expenses You, a Family Member, or Your Guest incur solely and directly as a result of a Home Invasion Occurrence:

- 1. related rest and recuperation expenses for You, a Family Member, or Your Guest, up to a maximum of \$10,000, for each Home Invasion Occurrence, 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 180 days after the Home Invasion Occurrence;
- 2. salary lost during the first 60 days after the Home Invasion Occurrence, up to \$50,000 for each person (You, a Family Member, or Your Guest), up to a maximum of \$75,000 for each Home Invasion Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay or other similar salary replacement plans;
- 3. related residential security expenses for You to improve the locks, alarm or other related security systems of the location(s) listed in Your Coverage Summary which is subject to the Home Invasion Occurrence, up to a maximum of \$25,000. You must obtain Our prior consent, which will not be unreasonably withheld or delayed, unless immediate action is required for safety reasons;
- 4. related professional security consultant and professional security guard services for You or a Family Member up to a maximum of \$25,000 for each Home Invasion Occurrence;
- 5. related temporary accommodation expenses for You, a Family Member, or Your Guest, up to a maximum of \$25,000 when incurred within 60 days after a Home Invasion Occurrence;

- 6. related hotel or paid accommodation costs for You or a Family Member to be located closer to the hospital or medical centre where the Victim is receiving medical treatment, up to a maximum of \$10,000 for each Home Invasion Occurrence, unless You or a Family Member have a residence which is geographically closer to such hospital or medical treatment centre;
- 7. related permanent home removal expenses, except stamp duty or any other applicable taxes, up to a maximum of \$25,000 if You permanently relocate away from the location listed in Your Coverage Summary which is subject to the Home Invasion Occurrence, when incurred within 6 months after a Home Invasion Occurrence. This coverage does not apply if the location listed in Your Coverage Summary was already for sale or You intended to permanently relocate before the Home Invasion Occurrence;
- 8. the Deductible for Your Deluxe House Coverage and Deluxe Contents Coverage for the location(s) listed in Your Coverage Summary applied to damage sustained in the Home Invasion Occurrence.

# Reward benefit:

We will also pay up to a maximum of \$5,000 for each Home Invasion Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Home Invasion Occurrence. The following are not eligible to receive this reward payment: You, a Family Member, or Your Guest.

# I. Air Rage or Road Rage Coverage

We will pay the reasonable costs for the following air rage expenses incurred by You or a Family Member and road rage expenses incurred by You, a Family Member or Your chauffeur, solely and directly as a result of an Air Rage or Road Rage Occurrence. Road rage expenses incurred by Your chauffeur are covered only if a Road Rage Occurrence occurs whilst Your chauffeur is driving You or a Family Member:

- 1. related rest and recuperation expenses for You or a Family Member or in the event of a Road Rage Occurrence Your chauffeur, up to a maximum of \$10,000, for each Air Rage or Road Rage Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member when incurred within 180 days after the Air Rage or Road Rage Occurrence;
- 2. Salary lost during the first 60 days after the Air Rage or Road Rage Occurrence up to \$50,000 for each person (You or a Family Member) up to a maximum of \$75,000 for each Air Rage or Road Rage Occurrence in excess of any other valid and collectible benefits including disability allowance or insurance, workers compensation, unemployment benefit, employee sick pay, or other similar salary replacement plans;
- 3. the Covered vehicle's comprehensive physical damage excess applied to damage sustained by the Covered Vehicle in the Road Rage Occurrence up to a maximum of \$5,000;
- 4. the non-refundable expenses incurred by You or a Family Member for Your or a Family Member's scheduled trip, up to a maximum of \$5,000 for each Air Rage Occurrence for the following:
  - a) additional accommodations or transportation to bring You or a Family Member to the original destination if You or a Family Member missed the original departure;
  - b) additional accommodations or transportation to bring You or a Family Member to the return destination, or to travel from the place where the trip was interrupted to the place where You or a Family Member can re-join the trip; and
  - c) the unused portion of land, sea, or air arrangements or accommodations that You or a Family Member paid as part of the trip

due to the scheduled trip's cancellation or interruption caused by an Air Rage Occurrence.

# J. Terrorism and Active Assailant Coverage

If You or a Family Member sustains physical bodily harm (including sickness or disease that results from it), shock, mental anguish or mental injury as a result of a Terrorism Occurrence or an Active Assailant Occurrence, We will pay the reasonable costs for the following terrorism or active assailant expenses You or a Family Member incurs solely and directly as a result of the Terrorism or Active Assailant Occurrence:

- 1. related rest and recuperation expenses for You or a Family Member who witnessed the Terrorism or Active Assailant Occurrence, up to a maximum of \$10,000 for each Terrorism or Active Assailant Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You or a Family Member when incurred within 180 days after the Terrorism or Active Assailant Occurrence;
- 2. salary lost during the first 60 days after the Terrorism or Active Assailant Occurrence, up to \$50,000 for each person (You or a Family Member who witnessed the Terrorism or Active Assailant Occurrence), up to a maximum of \$75,000 for each Terrorism or Active Assailant Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans;
- 3. related hotel or paid accommodation costs for You or a Family Member to be located closer to the hospital or medical centre where the Victim is receiving medical treatment, up to a maximum of \$10,000 for each Terrorism or Active Assailant Occurrence, unless You or a Family Member have a residence which is geographically closer to such hospital or medical treatment centre.

# Reward benefit:

We will also pay up to a maximum of \$5,000 for each Terrorism or Active Assailant Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Terrorism or Active Assailant Occurrence.

# **Extra Coverages**

# Accidental Death and Dismemberment

We will pay an Accidental Death and Dismemberment benefit amount for the Accidental Death and Dismemberment Loss the Victim suffers as a direct result of a Car-jacking, Hijacking, Terrorism, Active Assailant, Child Abduction, Home Invasion, Aggravated Assault, Air Rage or Road Rage Occurrence.

We will pay the Accidental Death and Dismemberment benefit amount for the Accidental Death and Dismemberment Loss(es) as per the table below up to a maximum of \$50,000 per Occurrence.

Accidental Death and Dismemberment Loss	Benefit
Loss Of Life	\$50,000*
Loss Of Speech and Loss Of Hearing	\$50,000
Loss of Speech or Loss of Hearing and one of the following: Loss Of Hand, Loss Of Foot, Loss Of Sight Of An Eye	\$50,000
Loss Of Both Hands	\$50,000
Loss Of Both Feet	\$50,000
Loss Of Sight Of Both Eyes	\$50,000
Loss Of a combination of any two of the following: Loss Of Hand, Loss Of Foot, Loss Of Sight of an eye	\$50,000

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Loss Of Speech	\$25,000	
Loss Of Hearing	\$25,000	
Loss Of one Hand	\$25,000	
Loss Of one Foot	\$25,000	
Loss Of Sight Of one Eye	\$25,000	
Loss Of Thumb and Index Finger	\$25,000	
Mutilation	\$12,500	

\*The Loss Of Life benefit for children under the age of twenty three (23) is limited to \$10,000.

# Home And Vehicle Modification Expenses

We will pay up to \$25,000 for each Occurrence for Home and Vehicle Modification Expenses if You or a Family Member suffers a permanent physical injury solely and directly as a result of a Car-jacking, Hijacking, Terrorism, Active Assailant, Child Abduction, Aggravated Assault, Home Invasion, Air Rage or Road Rage Occurrence.

We will not pay more than this amount of coverage for Home and Vehicle Modification Expenses for a covered Car-jacking, Hijacking, Terrorism, Active Assailant, Child Abduction, Aggravated Assault, Home Invasion, Air Rage or Road Rage Occurrence regardless of how many policies or people are involved in the Occurrence.

# **Premium Protect Benefit**

This section of Your Policy Wording provides a premium protection benefit if, during the Policy Period, You suffer from a Bodily Injury resulting directly in:

- 1. Accidental Death;
- 2. Permanent Total Disablement;
- 3. Paraplegia or Quadriplegia; or
- 4. Loss of Independent Existence,

occurring within twelve (12) months of the date of the Bodily Injury. We will reimburse Your annual Chubb Masterpiece Policy premium for the next five (5) renewals, up to the lesser of:

- (a) \$10,000; or
- (b) The premium You paid for the Policy Period in which the Bodily Injury occurred,

#### per Policy Period.

All cover is subject to the full terms, conditions and exclusions stated in the Policy. Please refer to Section 7.E for a full list of the exclusions applicable to Premium Protect Benefit.

Section 6: Personal Liability Coverage

# Section 6: Personal Liability Coverage

This section of Your Policy Wording provides You with Personal Liability Coverage, if a Sum Insured is stated in Your Coverage Summary for Personal Liability. Cover is provided for Your legal Personal Liability arising from Personal Injury or Property Damage occurring anywhere in the world during the Policy Period.

All cover is subject to the full terms, conditions and exclusions stated in the Policy. Please refer to Section 7.F for a full list of the exclusions applicable to Personal Liability Coverage.

# How We Will Pay Your Claim

#### 1. Sum Insured

- i. The Sum Insured for liability is shown in the Coverage Summary.
- ii. The Sum Insured shown in the Coverage Summary is the maximum amount We will pay on Your behalf from any one Occurrence during the Policy Period irrespective of how many claims, homes, watercraft or claimants are involved in any one Occurrence.
- iii. Any costs We pay for legal expenses (see defence coverages) are in addition to the Sum Insured for liability.

#### 2. Defence coverages

We will defend a Covered Person against any suit for Personal Injury or Property Damage. We provide this defence at Our own expense, with counsel of Our choice, even if the suit is groundless, false or fraudulent. We may investigate, negotiate and settle any such claim or suit at Our discretion.

As part of Our investigation, defence, negotiation or settlement We will pay:

- all expenses incurred by Us;
- all costs taxed against a Covered Person;
- all interest accruing after a judgment is entered in a suit We defend on only that part of the judgment We are responsible for paying. We will not pay interest accruing after We have paid the judgment up to the Sum Insured;
- all prejudgment interest awarded against a Covered Person on that part of the judgment We pay or offer to pay. We will not pay any prejudgment interest based on the period of time after We make an offer to pay the Sum Insured;
- all earnings lost by each Covered Person at Our request, up to \$250 a day, to a total of \$10,000;
- other reasonable expenses incurred by a Covered Person at Our request; and
- the cost of bail bonds required of a Covered Person because of a Covered Loss.

In jurisdictions where We may be prevented by local law from providing these defence coverages, We will pay only those defence expenses that We agree in writing to pay and that are incurred by You.

#### **Extra Coverages**

These coverages are included in Your Personal Liability Coverage and are in addition to the Sum Insured unless stated otherwise or an exclusion applies.

# Credit cards, forgery and counterfeiting

We cover up to a total of \$30,000:

- a Covered Person's legal obligation resulting from loss or theft of a credit card, bank card, debit card or their account numbers issued to You or a Family Member, provided that all the terms for using the card are complied with;
- a Covered Person's legal obligation resulting from loss caused by theft or unauthorised use of a credit card, bank card, debit card or their account numbers issued to You or a Family Member when used electronically, including use on the internet, provided that all the terms for using the card are complied with;

#### Masterpiece Policy Wording - Section 6: Personal Liability Coverage

- loss to a Covered Person caused by forgery or alteration of any cheque or negotiable instrument; or
- loss caused by a Covered Person's acceptance in good faith of any counterfeit paper currency.

We will only pay for use of a credit card, bank card, debit card or their account numbers without permission from You or a Family Member.

We provide defence coverages for any claim or suit seeking covered damages against a Covered Person for loss, theft, or unauthorised use of a credit card, bank card, debit card or their account numbers. We have the option to defend a claim or suit against a Covered Person (or against a bank, with respect to this coverage) for forgery or counterfeiting. Our obligation to defend any suit seeking covered damages ends when Our payment under this coverage equals \$30,000 and has been paid.

This extra coverage for credit cards, forgery and counterfeiting does not apply to losses covered under the extra coverage for Identity Fraud.

# Damage to the property of others

We cover the replacement cost of other people's property, up to \$15,000 for each Occurrence, if the property is damaged or destroyed by a Covered Person, irrespective of legal liability.

# Fungi and Mould

We cover damages a Covered Person is legally obligated to pay, up to \$100,000 for each Occurrence, for Bodily Injury or Property Damage arising out of Mould.

These payments do not increase the amount of Personal Liability coverage.

# **Golfers'** Cover

We cover You or a Family Member for the following expenses whilst playing golf or participating in any activity at a golf club, anywhere in the world, unless stated otherwise or an exclusion applies:

# Third party damage

We cover all Property Damage to another person's property caused by a Covered Person, irrespective of legal liability; and

# Personal accident

In the event that You or a Family Member suffers Bodily Injury whilst playing golf which results in their:

- Loss Of Life;
- Loss Of Limb(s); or
- Loss Of Eye(s).

We will pay You or a Family Member, or in the event of death their estate, \$25,000 (or less for a minor if limited by law).

We will not pay more than \$25,000 for any one Occurrence. Loss Of Life, Loss Of Limb(s), or Loss Of Eye(s) must occur within 12 months of the date of the Occurrence.

#### Hole in one

We cover up to \$1,000 in the event of a hole in one achieved by You or a Family Member during an official competition round. Your scorecard and certification from Your club or match secretary must be submitted. No Deductible applies to this coverage.

# Identity fraud

We cover the following expenses of You or a Family Member, up to a maximum of \$75,000 for each Identity Fraud Occurrence. A \$500 Deductible applies to each and every claim.

• costs for notarising affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;

- costs of sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- telephone expenses for calls for businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- earnings lost by You or a Family Member as a result of time off work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel, up to \$250 a day, to a total of \$10,000;
- reasonable legal expenses incurred with prior notice to Us for:
  - the defence of You or a Family Member against any suit(s) by businesses or their collection agencies;
  - the removal of any criminal or civil judgments wrongly entered against You or a Family Member; and
  - any challenge to the information in Your or a Family Member's consumer credit report.

This extra coverage for Identity Fraud Occurrences does not apply to losses covered under the extra coverage for credit cards, forgery, and counterfeiting.

# **Kidnap expenses**

We will pay up to a maximum of \$100,000 for the reasonable costs for the following kidnap expenses a Covered Person incurs solely and directly as a result of a Kidnap And Ransom Occurrence:

- a professional negotiator;
- a professional security consultant;
- a professional security guard service;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by You or a Family Member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred outside New Zealand by the kidnapped person within 12 months from that person's release;
- legal advisers' expenses;
- a professional forensic analyst;
- earnings lost by You or a Family Member, up to \$250 a day, to a maximum of \$10,000.

# Reward benefit:

In addition, We will also pay up to \$25,000 to any person for information not otherwise available leading to the arrest and conviction of any person(s) who kidnaps You, a Family Member or a Covered Relative. You or a Family Member or a Covered Relative who witnesses the Occurrence are not eligible to receive this reward payment.

# Tax audit expenses

We will pay for the reasonable cost of accountant fees which You incur as a result of Your personal taxation affairs being audited by the New Zealand Inland Revenue Office. Any such audit must be first notified to You during the Policy Period and You must advise Us of any such audit. The maximum We will pay is \$10,000 in any one Policy Period regardless of the number of claims.

Section 7: Exclusions

# Section 7: Exclusions

# A. Exclusions which apply to Section 2: Deluxe House Coverage

These exclusions apply to Your Deluxe House Coverage, including the extra coverages, unless stated otherwise. The words "caused by" mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

# Acts of War

We do not cover any loss or damage caused by War, or any action taken in hindering or defending against War or the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss or damage. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of War exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.

# **Additional Living expenses**

Under the "additional living expenses - forced evacuation" extra coverage section, We do not cover any loss caused by cancellation of any lease or agreement.

# **Alternative Water System**

Alternative Water System does not include a water well.

# **Claims preparation costs**

We will not pay for any costs incurred by You in preparing or furthering any claim under this Policy or to meet Your obligations as described in section 9 "claims conditions" unless expressly agreed by Us in advance.

# Construction, addition, alteration or renovation

We do not cover any loss where Your House or Other Permanent Structure is undergoing construction, addition, alteration or renovation where the value of the construction, addition, alteration or renovation exceeds \$300,000 or 10% of the House Sum Insured (whichever is lesser) unless You have advised Us of the construction, addition, alteration or renovation in advance and We have agreed to cover You. When You advise us, We may apply extra Policy terms and conditions, increase the Deductible and/or charge an additional premium if We agree to cover You.

# Contamination

We do not cover any loss or damage caused by the discharge, dispersal, seepage, migration or release or escape of Pollutants. 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.

# Earth movement

We do not cover any loss caused by earth movement, or the sinking, rising or shifting of land. This exclusion does not apply if the earth movement or the sinking, rising or shifting of land was a direct result of a Natural Disaster and such loss is covered under the Natural Disaster extra coverage section.

# **Escaping water**

Under the "escaping water" extra coverage section, We do not cover loss to the appliance, swimming pool, or system itself.

# Failure to protect

We do not cover any loss caused by Your failure to use all reasonable means to protect Your property before, at, or after the time of a loss or damage.

# Faulty planning, construction or maintenance

We do not cover any loss caused by the faulty acts, errors or omissions (for example failure to obtain the relevant permits or documentation) of You or any other person in planning, construction or maintenance. It

does not matter whether the faulty acts, errors or omissions take place at or away from the House listed in the Coverage Summary.

We do insure subsequent Covered Loss unless another exclusion applies. Planning includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. Construction or maintenance includes grading, compacting, materials, workmanship, and parts or equipment used for construction, repair or maintenance.

# Freezing damage to outside structures

We do not cover loss caused by freezing, thawing, ice or snow even if the ice or snow is driven by wind to any:

- fence, arbor, footpath, patio, landing or step,
- septic system, swimming pool or hot tub including their installed equipment;
- footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of Your House or Other Permanent Structure,
- retaining wall, bulkhead, pier, wharf, dock or bridge.

We do insure subsequent Covered Loss unless another exclusion applies.

# Fungi and Mould

We do not provide coverage for the presence of Mould, however caused, or any loss caused by Mould other than as provided under the "Mould remediation expenses" extra coverage section. We do cover Mould resulting from fire or lightning unless another exclusion applies.

# Inherent vice and breakdown

We do not cover any loss caused by inherent vice, latent defect or mechanical breakdown if:

- i. You were aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into; or
- ii. a reasonable person in the circumstances could be expected to have been aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into.

We do cover any damage to household electrical motors provided there is actual burning out of the motor and provided the burning out is not caused by lack of proper maintenance. We do insure subsequent Covered Loss unless another exclusion applies.

# **Intentional Acts**

We do not cover any loss caused by an Intentional Act committed by a person named in the Coverage Summary, that person's spouse, a Family Member or a person who lives with You. We also do not cover any loss caused by an Intentional Act committed by a person acting under the direction or instruction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You.

We do cover You or a Family Member who is not directly or indirectly responsible for committing the Intentional Act. This exclusion will not apply when the loss is caused by an Intentional Act committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to persons or property.

# Loss by animals

We do not cover any loss caused by vermin, insects, or rodents. We do insure subsequent Covered Loss unless another exclusion applies.

# Nuclear, biological, chemical or radiation hazard

We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. We do insure subsequent Covered Loss due to fire resulting from a nuclear reaction unless another exclusion applies.

# **Rebuilding to Code**

Under the "rebuilding to code" extra coverage section, We will not pay any extra cost required because the House or Other Permanent Structure did not conform to a law or statute which was in effect at the time the House or Other Permanent Structure was built.

# **Reconstruction Cost**

Reconstruction Cost does not include payment for the excavation, replacement or stabilisation of land under or around Your House.

# Structural movement

We do not cover any loss caused by settling, cracking, shrinking, bulging or expansion. We do insure subsequent Covered Loss unless another exclusion applies.

This exclusion does not apply if the settling, cracking, shrinking, bulging or expansion was a direct result of a Natural Disaster and such loss is covered under the Natural Disaster extra coverage section.

# Unlimited trace and access

Under the "unlimited trace and access" extra coverage section, We do not cover loss or damage to the household heating, cooking or water system itself.

# Utility expenses

We will not pay any Alternative Water Expenses under the "utility expenses" extra coverage section if the Covered Loss is only to Your Alternative Water System's sprinkler heads.

# Wear and tear

We do not cover any loss caused by wear and tear, gradual deterioration, fading, rust, corrosion, bacteria, dry or wet rot, warping, insects or vermin. We do insure subsequent Covered Loss unless another exclusion applies.

# B. Exclusions which apply to Section 3: Deluxe Contents Coverage

These exclusions apply to Your Deluxe Contents Coverage, including the extra coverages, unless stated otherwise. The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril.

# Account Funds

We do not cover any loss of virtual currency or crypto currencies (such as Bitcoin) or any other electronic currency not authorised by a sovereign government as part of its currency.

We will not pay for the removal of funds from Your Financial Institution account:

- in excess of an amount authorised by You or a Family Member; or
- by a person or entity with unlimited access to these funds.

# Acts of War

We do not cover any loss caused by War, or any action taken in hindering or defending against any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of War exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.

# Additional Living expenses

Under the "additional living expenses - forced evacuation" extra coverage section, We do not cover any loss caused by cancellation of any lease or agreement.

# Aircraft

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

# **Business Property**

We do not cover any loss to Business furnishings, supplies, equipment or inventory unless it is Business Property covered under the "Business Property" extra coverage section.

#### **Claims preparation costs**

We will not pay for any costs incurred by You in preparing or furthering any claim under this Policy or to meet Your obligations as described in section 9 "claims conditions" unless expressly agreed by us in advance.

#### Common area cover

Under the "common area cover" extra coverage section, We will not pay any Deductible amount that You are expected to pay under Your body corporate or strata insurance.

#### **Computer error**

We do not cover any cost to correct a malfunction, error or deficiency in programming or instructions to a computer or in the computer itself.

#### Confiscation

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

#### Construction, addition, alteration or renovation

We do not cover any loss where the location shown in the Coverage Summary is undergoing construction, addition, alteration or renovation where the value of the construction, addition, alteration or renovation exceeds \$300,000 or 25% of the Contents Sum Insured (whichever is lesser) unless You have advised Us of the construction, addition, alteration or renovation in advance and We have agreed to cover You. When You advise us, We may apply extra Policy terms and conditions, increase the Deductible and/or charge an additional premium if We agree to cover You.

# Contamination

We do not cover any loss caused by the discharge, dispersal, seepage, migration or release or escape of Pollutants. 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.

# Dampness

We do not cover any loss caused by dampness or condensation unless the loss or damage is directly caused by rain, snow, sleet or hail.

# **Earthquake Commission**

We do not cover any loss or damage to the extent that it is covered by the EQC Act or would have been covered by the EQC Act except:

- The application of any Deductible or excess; or
- The Earthquake Commission exercising its power to decline a claim for that loss or damage.

Where the loss or damage is covered under the EQC Act but the amount of the loss or damage exceeds the amount paid by the Earthquake Commission, then the most We will pay is the difference between what the Earthquake Commission pays, or would have covered, and Your Contents Sum Insured at the location where the loss or damage occurred as shown in the Coverage Summary.

# **Electronic Data Processing Property**

Electronic Data Processing Property does not include Your or a Family Member's use of a cloud storage or any other virtual storage, backup or maintenance facilities, which are operated by a third party provider, including

where Electronic Data Processing Property is compromised, damaged, lost or destroyed as a result of the failure of or a disruption to such cloud storage or other virtual storage, backup or maintenance facilities.

# **Escaping water**

Under the "escaping water" extra coverage section, We do not cover loss to the appliance, swimming pool, or system itself.

# Event cancellation extra coverage

Under the "event cancellation" extra coverage section, We do not cover any irrecoverable costs and expenses if the Event cancellation is caused by:

- circumstances which existed prior to the production of the Event and which threatened to result in an Event cancellation loss, if You knew or should have known of such circumstances;
- failure to make all material arrangements for the production of the Event or to procure any licence or permit which may be required to hold the Event;
- any pre-existing Medical Condition;
- taking drugs (other than those prescribed by a medical practitioner but not to treat any addiction), alcohol abuse, suicide or self infliction of injuries of any person;
- non-appearance of any person other than caused by death, injury or illness (confirmed in writing by a medical practitioner) of any person scheduled to appear at the Event who is not a Member of the armed forces, police, coastguard, fire brigade, medical or ambulance services;
- participation in any professional sports or hazardous activities such as scuba diving, white-water rafting, hang-gliding, paragliding, parasailing, parachuting, sky-diving, parascending, ballooning, mountaineering, rock climbing, pot-holing, caving, racing of any kind, bungee jumping, and any similar activities;
- bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties of the Event venue or any supplier to the Event;
- any lack of finance;
- any breach of contract;
- any lack of audience or public support or loss of public image;
- any dishonest, fraudulent, criminal or malicious act committed by You or a Relative of Your Family or by any of Your employees, agents or representatives;
- any work by builders or contractors at the Event venue or its facilities whether partially or totally unusable;
- any industrial action, labour disputes or unemployment;
- national mourning;
- the Event being held in violation of any law or statute;
- any travel advisory notice or warning issued by a national or international body or agency;
- any communicable disease, including any fear or threat thereof (whether actual or perceived), which leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
- asbestos;
- adverse weather conditions in respect of any Event(s) outdoors or in a temporary structure(s);
- a Terrorism Occurrence, or threat of a Terrorism Occurrence, regardless of any other cause or event contributing concurrently or in any other sequence to the damage. We also exclude irrecoverable costs and expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Terrorism Occurrence or threat of a Terrorism Occurrence. In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

# Failure to protect

We do not cover any loss or damage caused by Your failure to use all reasonable means to protect property before, at, or after the time of a loss or damage.

# Faulty planning, construction or maintenance

We do not cover any loss caused by the faulty acts, errors or omissions (for example failure to obtain the relevant permits or documentation) of You or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place at or away from the location listed in the Coverage Summary.

We do insure subsequent Covered Loss unless another exclusion applies. Planning includes zoning, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards. Construction or maintenance includes grading, compacting, materials, workmanship, and parts or equipment used for construction, repair or maintenance.

# Fungi and Mould

We do not provide coverage for the presence of Mould, however caused, or any loss caused by Mould, other than as provided under the "Mould remediation expenses" extra coverage section. We do cover Mould resulting from fire or lightning unless another exclusion applies.

# Inherent vice and breakdown

We do not cover any loss caused by inherent vice, latent defect or mechanical breakdown if:

- i. You were aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into; or
- ii. a reasonable person in the circumstances could be expected to have been aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into.

We do cover any damage to household electrical motors provided there is actual burning out of the motor and provided the burning out is not caused by lack of proper maintenance. We do insure subsequent Covered Loss unless another exclusion applies.

# **Intentional Acts**

We do not cover any loss caused by an Intentional Act committed by a person named in the Coverage Summary, that person's spouse, a Family Member or a person who lives with You. We also do not cover any loss caused by an Intentional Act committed by a person acting under the direction or instruction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You.

We do cover You or a Family Member who is not directly or indirectly responsible for committing the Intentional Act. This exclusion will not apply when the loss is caused by an Intentional Act committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to persons or property.

# Loss by animals

We do not cover any loss caused by vermin, insects or rodents. We do insure subsequent Covered Loss unless another exclusion applies.

# Loss to animals

We do not cover any loss, damage or injury of or to animals, birds or fish.

# Misappropriation

We do not cover any loss caused by the stealing, theft, taking or other misappropriation by or under the direction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You. This exclusion does not apply to the stealing, theft, taking or other misappropriation by Your domestic workers, guests or tenants, unless the misappropriation was at the direction or instruction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You.

# Motorised land vehicles

We do not cover any loss to a motorised land vehicle except as covered under the "motorised land vehicles" extra coverage section.

# Nuclear, biological, chemical or radiation hazard

We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. We do insure subsequent Covered Loss due to fire resulting from a nuclear reaction unless another exclusion applies.

# **Remote Piloted Aircraft (RPA)**

We do not cover loss to an RPA where:

- the RPA is not being used in accordance with the recreational drone safety rules as determined by the Civil Aviation Authority (CAA);
- the RPA is being used by an operator who requires CAA authorisation;
- The RPA is not being used in accordance with any local, regional or national laws or regulations.

# **Repairs and renovations**

We do not cover loss or damage caused by repairing, restoring, retouching, refinishing or renovating Contents except Jewellery, watches and furs. We do insure subsequent Covered Loss unless another exclusion applies.

# Spoilage

We do not cover any loss caused by spoilage except as provided in the "food spoilage" extra coverage section.

# **Tenant property**

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

# Theft of certain electronic equipment from a motorised land vehicle

We do not cover any theft or attempted theft of:

- sound or visual reproducing, receiving, displaying and transmitting equipment;
- data processing equipment;
- global positioning systems;
- scanning monitors, radar and laser detectors; or
- any other similar equipment, including their accessories and antennas,

from a motorised land vehicle if the equipment is permanently installed or removable from a housing unit permanently installed in the vehicle.

# Unlimited trace and access

We do not cover loss or damage to the household heating, cooking or water system itself under the "unlimited trace and access" extra coverage section.

# Wear and tear

We do not cover any loss caused by wear and tear, gradual deterioration, fading, rust, corrosion, bacteria, fungi, mould, dry or wet rot, warping, insects or vermin. We do insure subsequent Covered Loss unless another exclusion applies.

# C. Exclusions which apply to Section 4: Valuable Articles Coverage

These exclusions apply to Valuable Articles Coverage, including the extra coverages, unless stated otherwise. The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril.

# Acts of war

We do not cover any loss caused by War, or any action taken in hindering or defending against War or the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of War exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.

# **Claims preparation costs**

We will not pay for any costs incurred by You in preparing or furthering any claim under this Policy or to meet Your obligations as described in section 9 "claims conditions" unless expressly agreed by us in advance.

# **Computer error**

We do not cover any cost to correct an error or deficiency in computer programming or instructions to a computer.

# **Fine Art expenses**

The coverages for defective title legal costs and defective title do not apply:

- to any lack of title or defective title that were known by You prior to taking possession of the article, or could have been discovered by You by making reasonable and proper inquiries as to the article's provenance before receiving it;
- to an article that has been sold;
- to any debt incurred by You from a pledge or lien on the article; or
- arising from Your bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties.

# **Fungi and Mould**

We do not provide coverage for the presence of Mould, however caused, or any loss caused by Mould. We do cover Mould resulting from fire or lightning unless another exclusion applies.

# Inherent vice and breakdown

We do not cover any loss caused by inherent vice, latent defect or mechanical breakdown if:

- i. You were aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into; or
- ii. a reasonable person in the circumstances could be expected to have been aware of the inherent vice, latent defect or mechanical breakdown at the time this Policy was entered into.

We do cover any damage to household electrical motors provided there is actual burning out of the motor and provided the burning out is not caused by lack of proper maintenance. We do insure subsequent Covered Loss unless another exclusion applies.

# **Intentional Acts**

We do not cover any loss caused by an Intentional Act by a person named in the Coverage Summary, that person's spouse, a Family Member or a person who lives with You. We also do not cover any loss caused by an Intentional Act committed by a person acting under the direction or instruction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You.

We do cover You or a Family Member who is not directly or indirectly responsible for committing the Intentional Act. This exclusion will not apply when the loss is caused by an Intentional Act committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to persons or property.

# Misappropriation

We do not cover any loss caused by the stealing, theft, taking or other misappropriation by or under the direction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You. This exclusion does not apply to the stealing, theft, taking or other misappropriation by Your domestic workers, guests or tenants, unless the misappropriation was at the direction or instruction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You.

# Musical and photographic articles used for profit

We do not cover any loss to musical instruments, cameras or equipment related to musical instruments or cameras used for profit, except in an incidental Business activity that does not have gross revenues of \$5,000 or more in any year and conforms to local, regional or national laws.

# Nuclear, biological, chemical or radiation hazard

We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. We do insure subsequent Covered Loss due to fire resulting from a nuclear reaction unless another exclusion applies.

# **Special exclusions for Collectibles**

We do not cover these losses for Collectibles:

- fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, change in temperature, or temperature extremes;
- cleaning repairing, refinishing. altering, restoring, reframing, retouching or being worked on; or
- use other than as a Collectible.

# **Special exclusions for Fine Arts**

We do not cover these losses for Fine Arts:

- damage caused by cleaning, repairing, refinishing, altering, restoring, reframing, retouching or being worked on; and
- any loss to property at a showground or at the premises of a national or international exhibition, unless We agree in advance to cover the Fine Arts.

# Special exclusions for Stamps and Coins

We do not cover these losses for Stamps or Coins:

- creasing, denting, scratching, tearing, thinning, colour transfer, dampness, extreme temperature or gradual deterioration;
- damage caused from handling or being worked on; or
- disappearance of an individual Stamp, Coin, or other such item that is insured as part of a collection unless it is mounted in a volume and the page is also lost.

# **Special exclusion for Wine**

We do not cover any loss to covered Wine caused by extreme temperature, gradual deterioration or spoilage. This exclusion applies to both itemised and blanket Wine coverage.

We do cover Wine which spoils due to changes or extremes of temperature caused by:

- off premises power interruption;
- interruption of premises power supply;
- mechanical or electrical breakdown of climate control equipment.

# Wear and tear

We do not cover any loss caused by wear and tear, gradual deterioration, fading, rust, corrosion, bacteria, dry or wet rot, warping, insects or vermin. We do insure subsequent Covered Loss unless another exclusion applies.

# D. Exclusions which apply to Section 5: Family Protection

1. These exclusions apply to Your Family Protection Coverage, including the extra coverages, unless stated otherwise. The words "caused by" mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

## Accident Compensation Corporation (ACC)

We will not pay any medical expenses under Your Family Protection Coverage that are payable to You or a Family Member by ACC, We will, however, pay the difference between what is payable by ACC and what You or a Family Member would otherwise be entitled to recover under the Policy, where permissible by law.

#### Acts of certain persons

We do not cover any loss caused by You, a Family Member, a Covered Relative, a family relative, an estranged spouse or former spouse of any of them, or a domestic partner or former domestic partner of any of them, or any person acting on behalf of any of them, whether acting alone or in collusion with others.

We do not cover any loss caused by a person unrelated to You or a Family Member, other than a domestic employee or residential staff, who live with You or ever lived with You for six (6) or more months. We also do not cover loss caused by a civil authority. However, this exclusion does not apply to coverage provided under "Stalking Threat Coverage" section.

## Childbirth or miscarriage

We do not cover Accidental Death and Dismemberment loss caused by Your childbirth or miscarriage.

## Children in Your care

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

- You or a Family Member is participating in any organized activity with or in association with any organization or entity;
- You or a Family Member is providing this care as a home day care provider in your Location shown in the Coverage Summary and You or a Family member earns annual gross revenues in excess of \$5,000 as a home day care provider; or
- You or a Family Member is providing this care as an employee or volunteer of a for-profit or notfor-profit entity providing service for the care of children.

However this exclusion does not apply to Your children, the children of a Family Member, or the children of a Covered Relative, in the care of You or a Family Member.

#### **Claims preparation costs**

We will not pay for any costs incurred by You in preparing or furthering any claim under this Policy or to meet Your obligations as described in section 9 "claims conditions" unless expressly agreed by us in advance.

## **Cyberbullying Occurrence**

Cyberbullying Occurrence does not mean an Occurrence for acts against You or a Family Member arising out of Business activities or the pursuit or holding of a public office by You or a Family Member.

#### **False report**

We do not cover loss arising from a false report of Cyber Extortion, Cyber Financial Loss, Cyber Breach of Personal Information, Terrorism or Active Assailment, Air Rage, Cyberbullying, Road Rage, Car-Jacking, Hijacking, Stalking Threat, Child Abduction, Aggravated Assault or Home Invasion Occurrence by You or a Family Member or any person acting on behalf of You or a Family Member, whether acting alone or in collusion with others.

#### Hijacking coverage

We do not cover any loss for a Hijacking Occurrence on a commercial conveyance with a scheduled departure, layover, or destination point that is on the New Zealand Government Ministry of Foreign Affairs and Trade list of destinations to which You should not travel or to which You should reconsider Your need to travel.

## Lost Salary

We do not cover lost salary where the salary consists of or relates to disability insurance benefits, social security disability benefits, unemployment compensation, personal or medical leave.

#### Persons known

Under the Air Rage or Road Rage coverage section, We do not cover any costs for an Air Rage Occurrence which is caused by a person known to You or a Family Member.

Under the Air Rage or Road Rage coverage section, We do not cover any costs for a Road Rage Occurrence which is caused by a person known to You, a Family Member or Your chauffeur.

#### **Rest and recuperation expenses**

We do not cover any expenses when prescribed by a counsellor, Physician, psychologist or other authorised mental health professional who is related to You, a Family Member or Covered Relative.

#### Substance abuse treatment

We do not cover any expenses for substance abuse treatments.

#### Suicide or intentional dismemberment

We do not cover Accidental Death and Dismemberment loss caused by the Victim's suicide, attempted suicide or dismemberment that is intentionally self-inflicted.

#### Vehicles used for a fee

We do not cover loss arising out of Your, a Family Member's or a Covered Relative's ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a shared-expenses car pool, unless another exclusion applies.

#### Your guest

We do not cover Your Guest(s) in a Temporary Residence who share the cost of the lodging.

2. These exclusions apply to Cyber Coverage (Cyber Extortion, Cyber Financial Loss and Cyber Breach of Personal Information) in Your Family Protection Coverage, including the extra coverages, unless stated otherwise. The words "caused by" mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

#### Account Funds

We do not cover any loss of virtual currency or crypto currencies (such as Bitcoin) or any other electronic currency not authorised by a sovereign government as part of its currency.

#### Acts of certain persons

We do not cover any loss resulting from an intentional, malicious or fraudulent act caused by:

- a) You;
- b) a Family Member;
- c) any guardian or former guardian of You or a Family Member;
- d) an estranged spouse or former spouse of You or a Family Member;
- e) any domestic partner, estranged domestic partner, or former domestic partner of You or a Family Member;
- f) any person unrelated to You or a Family Member who lives with You or has ever lived with You for 6 or more months, other than a domestic employee, residential staff, or a person employed by You for farm work; or
- g) any person acting on behalf of any of the above, whether acting alone or in collusion with others.

We also do not cover any loss by person(s) acting on behalf of a civil authority.

## **Business activities or liabilities**

We do not cover any expenses or loss arising out of Business activities or liabilities.

## **Cyber Attack**

Cyber Attack does not mean:

- human operating error or failure to act, including the choice of the program used, an error in setting parameters or any inappropriate single intervention by You, a Family Member, or a third party providing services to You;
- mistakes in legitimate electronic code or damage from code installed on Your or a Family Member's Electronic Data Processing Property during the manufacturing process, upgrade process, or normal maintenance; or
- any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications (including your internet services provider) or other infrastructure.

## **Cyber Breach of Personal Information**

We do not cover any legal fees to retain legal counsel for legal action or to act on the legal advice in any way, including but not limited to bringing or starting a legal action or lawsuit related to the Cyber Breach of Personal Information Occurrence.

## **Cyber Financial Loss**

We do not cover any expenses or loss under Cyber Financial Loss arising out of any of the following, regardless of whether it results from a Cyber Attack:

- a payment or transfer of Your personal Account Funds by You, Your Family Member, or Your authorised employee; or
- credit card charges or loans obtained in Your or a Family Member's name; or
- any Cyber Attack on the Financial Institution(s) where You or a Family Member maintain funds of any kind, where the Cyber Attack is directed at the Financial Institution as a whole and not directed at Your or Your Family Member's personal Account Funds, even if Your or Your Family Member's personal Account Funds are compromised as a result.

## **Electronic Data Processing Property**

Electronic Data Processing Property does not include Your or a Family Member's use of a cloud storage or any other virtual storage, backup or maintenance facilities, which are operated by a third party provider, including where Electronic Data Processing Property is compromised, damaged, lost or destroyed as a result of the failure of or a disruption to such cloud storage or other virtual storage, backup or maintenance facilities.

#### **Infrastructure Outage**

We do not cover any loss arising out of any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications or other infrastructure.

## Insolvency

We do not cover any loss arising from any Financial Institution's bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties.

## Legal counsel

We do not cover the costs of legal counsel, except as provided under Cyber Financial Loss Coverage, and Cyber Breach of Personal Information Coverage.

## Liability to others

We do not cover Property Damage or Personal Injury for which You or a Family Member may become legally liable to others. However, this exclusion does not apply to covered damages or expenses, as

provided under Cyber Financial Loss Coverage, for which You or a Family Member may become legally liable to a third party arising from loss of Your or a Family Member's identity and subsequent theft or fraud, unless another exclusion applies.

## Misconduct by You or a Family Member

We do not cover loss arising from or attributable to any:

- a) dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or any intentional or knowing violation of the law by You or a Family Member; or
- b) activity intended to realise a benefit or financial gain in which You or a Family Member is not legally entitled.

## **Prior knowledge**

We do not cover loss arising out of any act or circumstance that could reasonably be expected to lead to a claim under this part of Your Policy and which You or a Family Member first discovered, or were first made aware of, prior to the effective date of Your Policy.

## Pursuit or holding of public office

We do not cover any expenses arising out of the pursuit or holding of an elected public office by You or a Family Member.

## Wilful Acts

We do not cover any loss arising out of the voluntary sharing of Personal Information used directly to facilitate a claimable event.

## E. Exclusions which apply to Premium Protect Benefit

These exclusions apply to Your Premium Protect Benefit, including the extra coverages. We will not pay benefits with respect to any loss, event or Bodily Injury which directly or indirectly results from:

- 1. You flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers;
- 2. any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by You; or
- 3. a Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury).

## F. Exclusions which apply to Section 6: Personal Liability Coverage

These exclusions apply to Your Personal Liability Coverage, including the extra coverages, unless stated otherwise.

The words "caused by" mean any loss or damages which are contributed to, made worse by, or in any way results from the circumstance described.

## Acts of War

We do not cover any loss caused by War or any action taken in hindering or defending against War or the destruction or seizure of property for a military purpose, or any consequences of any of these acts, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. If any act that is within this exclusion involves nuclear reaction, radiation, or radioactive contamination, this acts of War exclusion supersedes the nuclear, biological, chemical or radiation hazard exclusion.

## Aircraft

We do not cover any damages arising out of the ownership, possession or use of any Aircraft. We do cover damages arising out of the use of an Aircraft charter by You with paid crew, not owned by You or any entity in which You have an ownership interest or leasehold interest. We do not cover any property damage to Aircraft rented to, owned by, or in the care, custody or control of a Covered Person.

## Business

We do not cover any damages arising out of a Covered Person's Business, investment or other profit seeking activities. However We do cover damages arising out of:

- volunteer work for an organised and registered charitable, religious or community group;
- a residential investment property which is listed in Your Coverage Summary;
- an Incidental Business Away From Home;
- an Incidental Business At Home;
- Incidental Farming; or
- Home Business Premises Liability, but not any damages or consequences resulting from the performance or non-performance of home Business or home Business activities or any other professional care or services,

unless another exclusion applies.

With respect to Incidental Farming We do not cover any actual or alleged damages arising out of the discharge, dispersal, seepage, migration or release or escape of Pollutants. We do not cover any cost or expense arising out of any request, demand or order to:

- extract Pollutants from land or water;
- remove, restore or replace polluted or contaminated land or water; or
- test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or in any way respond to or assess the effects of Pollutants.

This exclusion does not apply if the discharge, dispersal, seepage, migration or release or escape is sudden and accidental.

We do not cover damages or consequences resulting from Business or professional care or service performed or not performed.

## Buildings not listed in Your Coverage Summary

We do not cover liability arising from Your ownership of any building which is not listed in Your Coverage Summary.

#### **Claims preparation costs**

We will not pay for any costs incurred by You in preparing or furthering any claim under this Policy or to meet Your obligations as described in section 9 "claims conditions" unless expressly agreed by us in advance.

#### Contamination

We do not cover any loss caused by the discharge, dispersal, seepage, migration or release or escape of Pollutants. 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.

## **Contractual liability**

We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.

#### **Covered Person's property**

We do not cover any person for Property Damage to property owned by any Covered Person.

## Credit cards, forgery and counterfeiting

Under the extra coverage for "credit cards, forgery and counterfeiting", We will not pay for use of a credit card, bank card, debit card or their account numbers:

• in excess of the amount authorised by You or a Family Member; or

• by a person or entity with unlimited use of a credit card, bank card, debit card or their account numbers issued to You or a Family Member.

## Director's liability

We do not cover any damages for any Covered Person's actions or failure to act as an officer or member of a board of directors of any corporation or organisation. We do cover such damages if You or a Family Member is:

- an officer or member of a board of directors of a body corporate or a committee member of a cross-lease property; or
- not compensated as an officer or member of a board of directors of a not-for-profit corporation or organisation;

unless another exclusion applies.

## Discrimination

We do not cover any damages arising out of discrimination due to age, race, colour, sex, creed, national origin or any other discrimination.

## **Domestic employees**

We do not cover any damages or compensation a Covered Person is legally obligated to provide under any contract or law.

## Failure to supervise

We do not cover any actual or alleged damages arising from:

- any entrustment of property;
- the failure to supervise or the negligent supervision of any person; or
- any parental or ownership liability;

which arises in or arises from a criminal act.

## **Financial guarantees**

We do not cover any damages for any Covered Person's financial guarantee of the financial performance of any Covered Person, other individual or organisation.

## **Fungi and Mould**

We do not cover any actual or alleged damages arising from Mould, the fear of Mould or any consequences resulting from Mould or the fear of Mould, other than as provided under the "fungi and Mould" extra coverage section.

## Illness

We do not cover damages resulting from any illness, sickness or disease transmitted intentionally or unintentionally by a Covered Person to anyone, or any consequence resulting from that illness, sickness or disease. We also do not cover any damages for Personal Injury resulting from the fear of contracting any illness, sickness or disease, or any consequence resulting from the fear of contracting any illness, sickness or disease.

## **Identity fraud**

We will not cover any expenses incurred due to any Identity Fraud Occurrence caused by fraudulent, dishonest or criminal act by You or a Family Member or any person acting 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.

## Intentional acts

We do not cover any damages arising out of an act intended by any Covered Person to cause Personal Injury or Property Damage, even if the injury or damage is of a different degree or type than actually intended or

expected. We do cover such damages if the act was reasonably intended to protect people or property unless another exclusion applies.

# Kidnap Expenses

We will not pay any expenses incurred due to any Kidnap And Ransom Occurrence caused by:

- You or a Family Member;
- a Covered Relative;
- any guardian, or former guardian of You or a Family Member;
- any domestic partner, estranged domestic partner, or former domestic partner of You or a Family Member;
- any person unrelated to You or a Family Member who lives with You or has ever lived with You for 6 or more months, other than a domestic employee or a person employed by You for farm work;
- a civil authority; or
- any person acting on behalf of any of the above, whether acting alone or in collusion with others.

## Kidnap and Ransom Occurrence

Kidnap and Ransom Occurrence does not mean any loss involving Your travel to those places listed by the New Zealand Government Ministry of Foreign Affairs and Trade as places to which you are advised not to travel or to reconsider Your need to travel. These destinations can be found online at https://www.mfat.govt.nz/

## Large watercraft

We do not cover any damages arising out of the ownership, possession, use or towing of any watercraft 8 metres or longer or with more than 50 horsepower owned or controlled, directly or indirectly, by a Covered Person, or any watercraft furnished or rented to a Covered Person for longer than 30 days. We do cover watercraft being stored, unless another exclusion applies.

## Liability for the acts of others

We do not cover any person for damages arising from:

- any entrustment of property;
- the failure to supervise or the negligent supervision of any person; or
- any parental or ownership liability.

This exclusion applies only to damages arising out of the ownership, maintenance or use of any motorised land vehicle, watercraft 8 metres or longer or with more than 50 engine rated horsepower, Aircraft or RPA.

## Molestation, misconduct or abuse

We do not cover any damages arising out of any actual, alleged or threatened sexual molestation; sexual misconduct or harassment or abuse.

## Motorised land vehicles

We do not cover any damages arising out of the ownership, possession or use of any motorised land vehicle. This includes any trailers or watercraft being towed by or carried on any registered vehicle.

This exclusion does not apply to:

- motorised land vehicles which are not capable of being driven in storage at the location shown in Your Coverage Summary;
- unregistered motorised land vehicles used solely on and to service the location shown in Your Coverage Summary;
- unregistered motorised land vehicles used to assist the disabled;
- battery powered bicycles which comply with New Zealand legislation and which do not require registration for use on public roads;
- unregistered golf carts; or

• quad bikes and motorcycles with an engine capacity of less than 51cc used within the grounds of a location shown in the Coverage Summary and not registered for road use.

## Non-permitted use

We do not cover any person who uses a motorised land vehicle, watercraft or Aircraft or RPA without permission from You or a Family Member.

## Nuclear, biological, chemical or radiation hazard

We do not cover any loss caused by nuclear reaction, radiation, or biological, chemical, radioactive contamination, regardless of how it was caused. We do insure subsequent Covered Loss due to fire resulting from a nuclear reaction unless another exclusion applies.

## Permitted use

We do not cover any damages arising from any Covered Person permitting the use of a motorised land vehicle, watercraft or Aircraft or RPA by any person.

## Personal Injury to a Covered Person

We do not cover any damages for Personal Injury, or care and/or services associated with any Personal Injury, in respect of any Covered Person or their dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for Personal Injury, or care and/or services associated with any Personal Injury, for which You or a Family Member can be held legally liable, in any way, to a spouse, a Family Member, a person who lives with You, or a person named in the Coverage Summary. We also do not cover any damages for Personal Injury for which a spouse, a Family Member, a person who lives with You, or a person named in the Coverage Summary. We also do not cover any damages for Personal Injury for which a spouse, a Family Member, a person who lives with You, or a person named in the Coverage Summary. We also do not cover any damages for Personal Injury for which a spouse, a Family Member, a person who lives with You, or a person named in the Coverage Summary. We also do not cover any damages for Personal Injury for which a spouse, a Family Member, a person who lives with You, or a person named in the Coverage Summary. We also do not cover any damages for Personal Injury for which a spouse, a Family Member, a person who lives with You, or a person named in the Coverage Summary can be held legally liable, in any way, to You or a Family Member.

## Pools and spas

We do not cover any damages arising out of a Covered Person's pool or spa failing to comply with any minimum safety measures required by building regulation or code applicable in the region where the pool or spa is located to the extent that such failure contributes to the loss. Information on pool and spa fencing regulations can be found by contacting Your local council.

## **Professional services**

We do not cover any damages for any Covered Person's performing or failure to perform professional services or for professional services for which any Covered Person is legally responsible or licensed.

## **Property Damage**

Property Damage does not mean damage to, loss of, destruction of, loss of use or access to Electronic Contents, Personal Information or Electronic Data.

## **Property in Your care**

We do not cover any person for Property Damage to property of others rented to, occupied by, used by or in the care of any Covered Person, to the extent that the Covered Person is required by contract to provide insurance. But We do cover such damages for loss caused by fire, smoke or explosion unless another exclusion applies.

## **Public office**

We do not cover any damages arising out of a Covered Person's pursuit or holding of an elected public office period. But We do cover such damages for You or a Family Member if:

- the annual compensation of the office, whether accepted or not, does not exceed \$20,000; and
- the hours required to perform the duties of the office do not exceed an annual average of 20 hours work per week during the Policy Period.

## Racing

We do not cover any damages arising out of the participation in or practice for competitive racing of any motorised land vehicle, watercraft or Aircraft or RPA. This exclusion does not apply to sailboat racing even if the sailboat is equipped with an auxiliary motor.

## **Remote Piloted Aircraft (RPA)**

We do not cover any damages arising out of the ownership, maintenance or use of any RPA, including drones or similar unmanned devices.

#### Tax audit expenses

We will not pay for:

- any audit conducted in relation to criminal activity;
- any fines, penalties or shortfall in the amount of tax payable;
- fees where the final assessment of Your taxable income for the period being audited is 20% higher than Your original declaration;
- any fees incurred outside any statutory time limit;
- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by You or on Your behalf to a taxation officer which is false or misleading or can be attributed to deliberate evasion or recklessness;
- any audit conducted in relation to any facts or circumstances of which You were aware or ought to have been aware prior to the commencement of this Policy which were likely to lead to Your making a claim under this Policy;
- any fees incurred in relation to any enquiries from the New Zealand Inland Revenue which are not related to an identified intention to conduct an audit.

Section 8: Policy Conditions

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This part of Your Policy Wording explains the conditions that apply to Your Policy. These conditions apply to this Policy in general and to each coverage in it. In the event of conflict with any other conditions of Your Policy, these conditions supersede.

## Alteration of risk: additions, alterations or renovations

It is a condition of this Policy that You inform Us of any construction, addition, alteration or renovation to Your House or Other Permanent Structures at the beginning of and at the completion of the construction where the cost of the construction, addition, alteration or renovation is more than \$300,000 or 10% of the Sum Insured for the House, whichever is less. You must notify Us as soon as practicable for all other construction, addition, alteration or renovation. This is to reduce the possibility of being underinsured. On receiving that notification We may adjust the coverage for Your House or Other Permanent Structure based on the construction cost information You provide. If You do not notify Us of the construction, addition, alteration or renovation or incorrect information, We may be entitled to reduce Our liability under this Policy.

## Appeals

If a Covered Person or any primary insurer, does not appeal a judgement for covered personal liability, We may choose to do so. We will then become responsible for all expenses, taxable costs and interest arising out of the appeal. However, the Sum Insured for Personal Liability will not be increased.

## Applicable Law

Should any dispute arise concerning this Policy, the dispute will be determined in accordance with the law of New Zealand. In relation to any such dispute the parties agree to submit to the exclusive jurisdiction of the courts of New Zealand.

## **Application of coverage**

Coverage applies separately to each Covered Person. However, this provision does not increase the amount of coverage for any one Occurrence.

## Appraisals

If You or We fail to agree on the amount of loss, You and We may agree on the selection of an independent appraiser in order to reach a mutual agreement. You and We will share the expenses incurred equally and every effort will be made to reach an agreement within a reasonable time. However, We do not waive Our rights under this Policy by agreeing to an appraisal.

## Assignment

You cannot transfer Your interest in this Policy to anyone else unless We agree in writing to the transfer.

## **Bankruptcy or insolvency**

We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or his or her estate becomes bankrupt or insolvent.

## Compliance with laws and regulations

You must take reasonable measures to comply with statutory obligations and regulations imposed by any statutory or governmental authority.

## Death

In the event of Your death, We cover Your legal representative or any person having proper temporary custody of Your property until a legal representative is appointed and qualified, but only with respect to Your premises and other property covered under this Policy at the time of death. We will also cover any member of Your household who is a Covered Person at the time of death.

## **Duplicate coverage**

If a loss is covered under more than one part of this Policy Wording, We will pay You under the part giving You the most coverage, but not under more than one part.

However:

- 1. when both Valuable Articles Coverage and Contents Coverage are shown in the Coverage Summary, and a loss or damage is covered under both parts, Your amount of coverage will equal the combined total of both Contents and Valuable Articles limits subject to the Contents Special Limits and any applicable blanket limit per item and Policy provisions.
- 2. when both Family Protection Coverage and Contents Coverage are shown in the Coverage Summary, and a loss is covered under both Cyber Coverage and Contents Coverage, Your amount of coverage will equal the total of the applicable coverage under Cyber Coverage and Contents Coverage, subject to the Policy terms and conditions.
- 3. when both Family Protection Coverage and Personal Liability Coverage are shown in the Coverage Summary, and a loss is covered under both Cyber Coverage and Personal Liability Coverage, Your amount of coverage will equal the total of the applicable coverage under Cyber Coverage and Personal Liability Coverage, subject to the Policy terms and conditions.

In no event will We make duplicate payments.

#### International relocation

You must inform Us in advance if You or a Family member are relocating to a principal residence outside New Zealand. On receiving that notification We may adjust the coverage based on the information You provide. If You do not notify Us of the international relocation or You provide Us with insufficient or incorrect information We may be entitled to reduce Our liability under this Policy.

#### Legislative references

Any reference to an Act, legislation or legislative instrument in this Policy includes any amendment, reenactment, replacement or substitute of such Act, legislation or legislative instrument, and all regulations, rules, bylaws and instruments (however described) issued under it.

#### Liberalisation

We may extend or broaden the coverage provided by this Policy. If We do this during the Policy Period or within 60 days before it begins, without increasing the premium, then the extended or broadened coverage will apply to Occurrences after the effective date of the extended or broadened coverage.

#### Mortgagee or loss payee

If a mortgagee or loss payee is named in this Policy, any loss payable will be paid to the mortgagee or loss payee and You, as interests appear. If more than one mortgagee or loss payee is named, the order of payment will be the same as the order of precedence of the mortgagees.

If We deny Your claim, that denial will not apply to a valid claim of the mortgagee or loss payee, if the mortgagee or loss payee:

- pays any premium due under this Policy on demand if You have neglected to pay the premium;
- submits a signed, sworn statement of loss within 60 days after receiving notice from Us of Your failure to do so.

Policy conditions relating to appraisals and payment of property claims apply to the mortgagee and loss payee.

If We pay the mortgagee or loss payee for any loss and deny payment to You then:

- We are subrogated to all the rights of the mortgagee or loss payee granted under the mortgage on the property; or
- at Our option, We may pay to the mortgagee or loss payee the whole principal on the mortgage plus any accrued interest. In this event We will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee or loss payee to recover the full amount under the mortgagee's or loss payee's claim.

## Other insurance

When other insurance or insurances apply to a Covered Loss, We will only pay in excess of other insurance or insurances, limited to the indemnity provided by this Policy. We do not cover any loss if it is insured to any extent under any other insurance policy nor will We contribute towards any claim under any other insurance policy until the cover under the other insurance covering the loss, damage, accident or liability is exhausted. You shall give written notice to Us of any other insurance or insurances effected covering any of the risks that are the subject of this Policy and provide Us with any assistance in respect to any recovery under any other insurance.

#### Pecuniary or economic loss

We will only pay for loss to covered property in which You or a Family Member has a pecuniary or economic loss. We will not pay more than the amount of coverage that applies to Your pecuniary or economic loss.

## **Policy changes**

This Policy can be changed only by a written amendment that only We can issue.

#### Renewals

We may offer to continue this Policy for renewal periods, at the premiums and under the Policy provisions in effect at the date of renewal. We can do this by sending You or Your representative a bill for the premium to the address shown in the Coverage Summary, along with any changes in the Policy provisions or amounts of coverage.

You may accept Our offer by paying the required premium on or before the starting date of each renewal period.

#### Sanctions

We will not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, Our parent company or Our ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or any trade and economic sanctions, laws or regulations of New Zealand, the European Union, United Kingdom, or United States of America.

#### **Subrogation**

In the event of any payment under this Policy, We will be subrogated to all Your rights of recovery against any person or organisation and You shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. You shall not do anything to prejudice Our ability to assert such rights.

Section 9: Claims Conditions

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If You have a loss this Policy may cover, the following conditions and duties apply:

#### Abandoning property

You cannot abandon any property to Us unless We agree to accept it, or to a third party unless We agree, our consent not to be unreasonably withheld or delayed.

#### Admission of liability

You must not make any admission of liability or any payments unless We agree or incur any expense other than for first aid.

#### Assistance

You, a Family Member, or a Covered Person must provide Us with all available information and cooperate with Us fully. This includes any court papers or other documents which may help Us in the event that We defend You.

#### **Carrier and bailees**

We will not make any payments under this Policy to the benefit of any carrier or other bailee of damaged or lost property.

#### Cooperation

You must cooperate with Us fully in any legal defence. This may include any association by Us with the Covered Person in defence of a claim reasonably likely to involve Us.

#### **Display property**

You must show Us the damaged property when We reasonably request.

#### Examination

We may ask You to give Us a signed description of the circumstances surrounding a loss and to produce all records and documents We request and permit Us to make copies, by way of a statutory declaration.

#### Notification

- 1. In the event of any claim You must notify Us or Your agent or broker as soon as possible.
- 2. In case of theft, accident, any claim under the extra coverage for "credit cards, forgery and counterfeiting", any claim under the extra coverage for Identity Fraud Occurrences or any claim under Family Protection Coverage (except for Cyber Coverage), You or a Family Member must also notify the police or similar competent authority.
- 3. In case of any claim under the extra coverage for "credit cards, forgery and counterfeiting" You must also notify the credit card service company or the issuing bank.
- 4. In the case of a Cyber Breach of Personal Information Occurrence, You or a Family Member shall notify Us on 09 374 0930 and the applicable law enforcement agency as soon as possible but not later than 30 days after You or a Family Member first discovers or learns about such Occurrence.
- 5. In the case of a Cyber Financial Loss Occurrence, You or a Family Member shall notify Us on 09 374 0930, the applicable law enforcement agency, and Your Financial Institution as soon as possible but not later than 30 days after You or a Family Member first discovers or learns about a Cyber Financial Loss Occurrence.

6. In the case of a Cyber Extortion Occurrence only, You must notify Us on 09 374 0930 as soon as possible, but no later than 72 hours after You or a Family Member discovers the Cyber Extortion Occurrence.

#### Physical examination and autopsy

A person making a claim under Family Protection Coverage must submit as often as We reasonably require to physical examinations by Physicians We select. We may also have an autopsy done by a Physician, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.

#### Prepare an inventory

At Our request You must prepare and submit to Us an inventory of damaged or lost personal property, describing the property in full. It should show in detail the amount insured under this Policy and actual amount of the loss. Attach bills, receipts and other documents to support Your inventory.

#### **Proof of loss**

You must submit to Us, within 60 days after We request, Your signed, sworn proof of loss providing all information and documentation We request such as the cause of loss, inventories, receipts, repair estimates and other similar records.

With respect to Air Rage, Road Rage, Child Abduction, Hijacking, Stalking Threat, Home Invasion and Aggravated Assault claims under Family Protection, failure to give written proof of loss within this time frame will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

#### **Protect property**

You must protect Your property from further loss or damage, and make any repairs that are necessary to protect the property. Keep an accurate record of Your expenses. We will pay the reasonable costs of protecting the property from further damage. This will not increase the sum insured that applies.

#### **Reward Benefit**

We will pay up to \$5,000 in any one Policy Period for information leading to a conviction in connection with a Covered Loss under this Policy. The maximum amount We will pay in any Policy Period is \$5,000, regardless of the number of people providing information and the number of Covered Losses. This benefit is not payable to You or a Family Member.

#### About Chubb in New Zealand

Chubb is the world's largest publicly traded property and casualty insurer. Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers.

More information can be found at www.chubb.com/nz.

#### Contact Us

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