WESTPAC CONTENTS INSURANCE

Premium cover.

Westpac insurance products are underwritten by Tower Limited.

Together with TOWER

Contents

Westpac general insurance products are arranged by Westpac New Zealand Limited (Westpac) and underwritten by Tower Limited (Tower). None of Westpac Banking Corporation ABN 33 007 457 141 (incorporated in Australia), Westpac, or any member of the Westpac group of companies guarantee the obligations of, or any products issued by, Tower or any member of the Tower group of companies. Westpac will receive commission payments as a result of the arrangement of Tower policies.

WELCOME TO WESTPAC INSURANCE

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Westpac Contents Insurance Premium cover** policy wording, underwritten by Tower Limited.

We want to make insurance simple and easy.

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you how our different policies compare.

It's just one thing we do to give you a little more confidence in your insurance cover.

As part of our commitment to you, this document has been awarded the WriteMark®. This means it meets an internationally recognised plain language standard.

WriteMark® Plain Language Standard

Compare your benefits

Choosing cover that's right for you can be difficult, but we've made it easier with this comparison table.

You've chosen **Premium cover**. If you'd like to change your level of cover, please go to Westpac One® digital banking or call us on **0800 639 520**.

This table is a summary only and sets out the maximum limits of cover. You can find full details of your cover beginning from **page 9** of this document.

	Premium cover	Plus cover	Standard cover
Accidental loss or damage	✓	✓	✓ at your house
Basis of settlement	✓ Replacement value	✓ Replacement value	✓ Replacement value
Single item limit (unless detailed below):	✓ $10,000	✓ $5,000	✓ $1,000
• Collections	✓ $5,000	✓ $3,000	✓ $1,500
• Documents	✓ $1,200	✓ $1,200	✓ $1,200
• Jewellery (including watches) per item	✓ $10,000	✓ $2,500	✓ $1,000
• Total of all jewellery (including watches)	✓ $30,000	✓ $15,000	✓ $5,000
• Mobile phone	✓	✓ $1,000	✓ $500
• Money, gold or silver bars, ingots or bullion, precious stones	✓ $1,000	✓ $500	✓ $250
• Prescription glasses and contact lenses	✓ $10,000 Excess $100	✓ $5,000 Excess $100	✓ $1,000
• Mechanically or sail-propelled watercraft	✓ <$2,000	✓ <$1,500	✓ <$500
Accidental damage anywhere in New Zealand	✓	✓	✓ $5,000
Children's contents left at home	✓	✓	✓
Contents temporarily relocated	✓ 42 days	✓ 42 days	✓ 42 days
Hidden gradual water damage to your contents	✓ $3,000	✓ $2,000	✓ $1,000
House under minor alteration	✓	✓	✓
Keys and locks lost or stolen	✓ $2,000	✓ $1,000	✓ $500
Liability protection	✓ $20m	✓ $20m	✓ $20m
Bodily injury	✓ $100,000	✓ $100,000	✓ $100,000
Moving house – cover for your contents in transit	✓	✓	✓
One event – one excess	✓	✓	✓
Spoiled frozen or refrigerated food	✓	✓ $1,000	✓ $500
Temporary accommodation	✓ $30,000	✓ $25,000	✓ $15,000
Temporary storage fees paid after loss	✓ $5,000	✓ $5,000	✓ $5,000
University/boarding school cover for your children	✓ $10,000	✓ $5,000	✓ $5,000
Contents in temporary storage	✓ $20,000 maximum 12 months	✓ $20,000 maximum 6 months	✗

	Premium cover	Plus cover	Standard cover
Credit or debit card fraud	✓ $1,000	✓ $1,000	✗
Fatal injury to you	✓ $5,000 for each person up to $10,000	✓ $5,000	✗
Home office equipment	✓ $10,000 at your house, $1,500 away from your house	✓ $5,000 at your house, $750 away from your house	✗
Stress benefit lump sum payment	✓ $2,000	✓ $1,000	✗
Gifts temporarily stored in your house	✓	✗	✗
Veterinary fees for your domestic pet	✓ $500	✗	✗
Visitors personal effects when they are staying with you	✓ $500	✗	✗
Window coverings extended replacement	✓	✗	✗

How your policy works

Your Westpac Contents Insurance – Premium cover consists of three documents: your application, this policy wording and your **Certificate of insurance**.

Make sure you read your policy wording and your **Certificate of insurance** so you understand what you're covered for and what your responsibilities are.

This policy wording describes the benefits, exclusions, responsibilities and limits of your cover.

Your **Certificate of insurance** tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

We agree to cover you according to the terms outlined in these two documents, as long as you've paid the premium due.

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you have any questions then please contact us on **0800 639 520**.

Words with special meaning.

In this policy some words have a special meaning.

We, us or our

When we use these words, we mean Tower Limited.

You or your

When we use these words, we mean the persons named on your **Certificate of insurance** as the insured and the following who normally reside at your **house** (the situation).

1. that person's partner (whether married, civil union or de facto partner)
2. that person's and their partner's children (natural, adopted, ward or foster) or for whom they are the legal guardian
3. that person's and their partner's parents
4. that person's and their partner's grandparents
5. that person's and their partner's grandchildren.

'You or your' does not include any other family members, including a brother, sister, aunt, uncle or cousin, unless they normally reside with you at your **house** and are named on your **Certificate of insurance**.

Where you jointly own any of the contents, this policy insures you jointly.

Some other words also have a special meaning, for example, '**loss**'. We've put those words into bold so they're easy to find. You can find out what those words are and what they mean in the Glossary on **page 29**.

This policy includes a single item limit for your contents

This policy has a maximum amount we will pay for any individual item.

These limits are listed in the table above. They are the most we will pay for any item you claim for unless you've specified it and it's listed on your **Certificate of insurance**.

We explain below how to insure your items for more than this single item limit.

Specifying your items

How to cover your items for more than the single item limit.

If you have items that are worth more than the limits provided by this policy you may be able to increase this limit. We call this specifying the item. If we agree to cover the item, the increased limit will be shown on your **Certificate of insurance** and you'll also need to pay an additional premium for this increase.

Please have a look at Compare your benefits on **page 4** to help you decide whether you want a higher level of cover for any of your contents that are worth more than the single item limit.

Items you can specify are:

1. any single item or set over $10,000
2. jewellery for each item or set (including watches) over $10,000
3. **collections** over $5,000

Items you can't specify are:

1. Documents for more than $1,200
2. Gold or silver bars, ingots or bullion for more than $1,000
3. Money for more than $1,000
4. Precious stones for more than $1,000
5. Mechanically or sail-propelled watercraft worth more than $2,000

Specified items are in addition to your contents **sum insured**.

The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready.

Here's what to do and when.

What you do.

1

- Make sure you're safe
- Make sure your property is safe
- Call the Police if required
- Take photos of the damage if you can
- Call us if you need immediate assistance

2

- Check your policy wordings
- Collect any documents required and provide these to us
- Start an inventory of losses
- Call us or go to Westpac One® to make a claim

What we'll do.

3

- Explain how the claims process works
- If you want to proceed, we'll lodge your claim
- We may ask for more information
- Tell you what's going to happen next
- Arrange an assessor if required
- Decide whether the claim fits the terms of the policy
- If your claim doesn't fit within your policy, we'll clearly explain why

4

- Process your claim as fast as we can
- Keep you informed of what's happening
- If your claim has been accepted, we'll settle it as soon as possible

What your contents are insured for

Your contents are covered for loss.

Loss means sudden and **accidental** physical **loss** or sudden and **accidental** physical damage occurring during the **period of insurance** in New Zealand.

We've included limits and exclusions throughout this policy wording and on your **Certificate of insurance**.

When you make a claim we'll replace, repair, or pay you for the insured items based on the items complete replacement value up to your nominated **sum insured**.

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please call us on **0800 639 520** and we'll explain it to you.

What contents we do and do not cover

What we cover:

We cover any of the following items that you own (or hire for which you're liable) and that are usually:

- kept in or around your **house**
- worn or carried by you.

1. Personal electronics and media, like:
   a. phones, mobile phones
   b. home office equipment (including associated hardware and copy-written purchased software that you hold a licence for).
   c. computers, laptops, tablets, home audio and portable audio equipment, TV's, digital media equipment, cameras, portable gaming devices, e-book readers.
2. Personal effects, like:
   a. clothing, footwear
   b. jewellery including watches
   c. cosmetics and toiletries
   d. prescription glasses, contact lenses, dentures, hearing aids, wheelchairs and prosthetic limbs.
3. Household items, like:
   a. furniture, furnishings, art works, ornaments, electrical appliances not permanently plumbed or wired into your home
   b. kitchenware, crockery, cutlery, food items, household linens
   c. rugs and carpets that are not glued or tacked to the floor
   d. prams, pushchairs and infant capsules.

4. Outdoor items, like:
    a. outdoor furniture, gardening equipment, handyman equipment, domestic power tools
    b. spa pools, swimming pools and saunas that are all designed to be disassembled or picked up and moved
    c. domestic lawn appliances including ride-on lawn mowers.
5. Recreation and leisure equipment, like:
    a. canoes, dinghies, kayaks, inflatables, surfboards, windsurfers, kiteboards, surf skis, wave skis, paddleboards, kontiki-type fishing equipment (including their parts and accessories)
    b. any mechanically or sail-propelled watercraft (including their parts and accessories) worth no more than $2,000. This means that mechanically or sail propelled watercraft that are worth more than $2,000 are not covered. This does not include the items specifically covered under (a) above
    c. bicycles, scooters including e-bikes and e-scooters
    d. camping equipment
    e. books, CD's, DVD's, computer game software, craft and hobby materials, musical instruments.
6. Motorised bikes and cars, golf carts, go karts, ATVs, mopeds, Segways, electric unicycles and mobility scooters provided all of the following apply; they:
    a. do not need to be registered for on-road use
    b. do not require registration under NZ Transport Agency rules
    c. do not require the operator to hold a licence to drive it
    d. have a maximum speed of less than 50kph and have a maximum engine size of 50cc
    e. are not used for any form of racing or training for racing.
7. Paragliders, remote controlled aircraft and un-manned aerial devices (including their parts and accessories) while they are at your **house** and not in use.

What we do not cover:

We do not cover **loss** or liability for any of the following items.

1. Aircraft or other airborne devices (and accessories) other than those detailed under the section What we cover on **page 9**.
2. Animals of any kind.
3. Artificial or transplanted body parts or aids, surgical implants or attachments that are permanently fitted to you, other than those detailed under the section What we cover on **page 9**.
4. Business equipment other than the cover provided by the automatic benefit Home office equipment on **page 13**.
5. Business money and other proceeds of any business or activity for financial return, whether for profit or not.
6. Computer software and electronic **data** other than commercially available computer programs that you hold legitimate user licences for.
7. Documents worth over $1,200. These items cannot be specified for cover higher than this amount.
8. Mechanically or sail-propelled watercraft (including their parts and accessories) worth over $2,000, and any other watercraft other than those detailed under the section What we cover on **page 9**.

9. Money, gold or silver bars or ingots, bullion or precious stones worth more than the amount detailed in the Compare your benefits table on **page 4**. These items cannot be specified for cover higher than this amount.

10. Motor vehicles or any other mechanically propelled vehicle (including their parts and accessories such as keys or remotes, child restraints, roof racks and rails), other than those detailed under the section What we cover on **page 9**.

11. Plants (either inside or outside). However, the container itself is covered for breakage or theft.

We provide limited cover while your house is left unoccupied.

When your **house** is left **unoccupied** for more than 90 consecutive days, cover is limited from day 91 to loss, damage or liability arising from:

1. a **natural hazard**

2. a fire resulting from a **natural hazard**

3. a fire that is not related to or started by any deliberate or intentional act

4. a storm or flood caused by weather events.

We'll apply an additional excess of $1,000 in the event of a claim for **loss** to your contents while your **house** is **unoccupied** for more than 90 consecutive days.

This limit on your cover and the additional **excess** do not apply if you've told us your **house** is a holiday home and this is shown on your **Certificate of insurance**.

Please call us immediately if you know your **house** will be **unoccupied** for more than 90 days and we may agree to provide further cover. If further cover is agreed, we may add additional terms and conditions while the **house** is **unoccupied**, and an additional **excess** may apply.

We do not cover contents with other insurance.

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

Your policy includes automatic benefits

Your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the **sum insured** and is not in addition to it.

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your **Certificate of insurance**.

Children's contents left at home.

We'll pay for **loss** to your children's contents that are left with you at your **house** while they live away from your **house**, provided they are not covered by any other policy.

Contents in temporary storage.

We'll pay for **loss** to your contents while temporarily stored in a commercial storage facility for less than 12 months.

Limit.

Your stored contents are covered for a maximum of $20,000 for each event.

Contents temporarily relocated.

We'll pay for **loss** to your contents when they have been temporarily relocated to another place in New Zealand.

Limit.

Your contents are covered for a maximum of 42 days.

Credit or debit card fraud.

We'll pay for financial loss from the fraudulent use of your credit or debit card during the **period of insurance** if you can't reasonably recover that financial loss from anyone else.

Any claim under this benefit will be **excess**-free.

We pay this benefit in addition to your contents **sum insured**.

Limit.

We'll pay up to $1,000 for each event.

Fatal injury to you.

We'll pay your estate in the event of your death from an injury caused by:

1. a fire at your **house**, or
2. anyone who unlawfully enters your **house**, during the **period of insurance**.

Death must be within three calendar months of the injury.

Any claim under this benefit will be **excess**-free.

We pay this benefit paid in addition to your contents **sum insured**.

Limit.

We'll pay $5,000 for each person up to a maximum of $10,000 during the **period of insurance**.

Gifts temporarily stored in your house.

We'll pay for **loss** to gifts provided by other people that are temporarily stored at your **house**, provided they are not covered by any other policy.

Hidden gradual water damage to your contents.

We'll pay for the repair of hidden gradual damage, deterioration, mildew, mould or rot to your contents occurring during the **period of insurance** caused by the leaking, overflowing or discharging of any of a:

1. water supply pipe or hose
2. water disposal pipe or hose
3. water supply tank.

The pipe, hose or tank must:

1. form part of the permanent and internal water reticulation system of the **house**, and
2. be hidden from view because it is contained within the walls, cupboards floors, ceiling or roof of your **house**.

Limits.

We'll pay the reasonable costs up to $3,000 for each event.

This benefit only applies:

1. if the leak, overflow or discharge first occurred during the time that we insure your contents, and
2. if you could not have discovered the damage immediately, and the damage was not visible, noticeable or obvious.

We do not cover:

1. the cost of locating and repairing the leak
2. a leak in a shower base, shower recess or shower cubicle.

This benefit does not apply after your **house** has been **unoccupied** for more than 90 consecutive days.

Home office equipment.

We'll pay for **loss** to your office furniture and office equipment that you use in connection with a business, profession or occupation that operates from your home.

For the purposes of this benefit only, the definition of 'you' extends to a corporate entity where you are the primary shareholder.

Limits.

We'll pay up to $10,000 when the **loss** occurs at your **house**.

We'll pay up to $1,500 when the **loss** occurs while your home office equipment is temporarily removed from your **house**.

House under minor alteration.

We'll cover your contents for **loss** while your **house** is under minor alteration.

Minor alteration is any non-structural renovation or building work to your existing **house** that does not require a building consent from your local authority.

Keys and locks lost or stolen.

We'll pay to replace your **house** keys or locks, or change **house** key codes, if during the **period of insurance**:

1. they're lost
2. they're stolen, or
3. you have reasonable grounds to believe they have been illegally duplicated or become known to someone else without your permission
4. you have reasonable grounds to believe that the combination number or electronic key codes may have become known to someone else without your permission.

We'll also pay to open any safe following theft or **loss** of the keys or combination.

We pay this benefit in addition to your contents **sum insured**.

Any claim made only under this benefit will be **excess**-free.

Limits.

This benefit does not apply if you've told us your contents are in a holiday home.

We'll pay your reasonable costs up to $2,000.

Liability protection.

We'll cover you for your legal liability to others arising from **accidental** physical property damage occurring in New Zealand during the **period of insurance**.

We'll pay the reasonable costs and expenses incurred with our approval in defending the alleged legal liability. We'll do this if your liability, if proven, would be covered under this benefit.

This benefit extends to your children who are covered under the benefit University and boarding school cover for your children on **page 17**.

We pay this benefit in addition to your contents **sum insured**.

Limits.

You also have cover under this benefit for your legal liability:

1. for **bodily injury** up to $100,000 for each event
2. for **loss** caused by fire, explosion, impact, water damage or **accidental** breakage of fixed glass, hand basins, sinks, toilet pans and cisterns, forming part of the **house** where it is occupied but not owned by you.

We will pay up to $20,000,000 in total under this benefit during the **period of insurance**.

If you have liability cover with us under any other policy, then we'll only pay under one policy for each event.

Moving house – cover for your contents in transit.

We'll pay for **loss** caused by fire, collision or overturning of the conveying vehicle when your contents are in transit while you're moving from one **house** to another house (that you intend to occupy).

Transit starts when the conveying vehicle starts moving on a public road after leaving your current property and stops when it is parked and stationary at the new property.

The loading and unloading of the conveying vehicle is covered as part of your standard contents cover and not considered part of transit.

We'll cover your contents at each **house**.

Limit.

Cover under this benefit is for a maximum of 14 days from the date you start your move.

One event - one excess.

If your contents suffer **loss** and we've accepted your claim, and we accept a claim from the same event for **loss** to your domestic vehicle, boat or your **house** that we also insure, you will only pay one **excess**. The **excess** that you pay will be the higher of those **excesses**.

Prescription glasses and contact lenses reduced excess.

We'll pay to repair or replace your prescription glasses or contact lenses (but not disposable contact lenses) if you suffer **loss**.

For any claim made only under this benefit, you'll pay a reduced **excess** of $100.

Limit.

Any consultation, prescription or fitting fees are your responsibility.

Spoiled frozen or refrigerated food.

We'll pay you to replace your frozen or refrigerated food if it is spoiled and unsafe to eat because your refrigeration or freezer equipment **accidentally** stops.

Any claim under this part of the benefit will be **excess**-free.

We'll also pay the cost to repair any **loss** to the refrigeration or freezer equipment caused by the spoiled food. Your **excess** is payable for any claim under this part of the benefit.

Limit.

We'll pay the reasonable replacement value of the spoiled food.

Stress benefit lump sum payment.

We'll pay you a lump sum for the stress caused to you if all your contents are destroyed.

This benefit is in addition to your contents **sum insured**.

Limit.

We'll pay a maximum of $2,000 for each event as soon as we've accepted your contents claim.

Temporary accommodation.

We'll pay your temporary accommodation expenses if your **house** becomes **uninhabitable** due to **loss** that is covered under this policy.

We'll also cover the costs of temporary accommodation where your **house** is habitable but you are prevented from accessing it by order or direction of government or local authorities.

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

We pay this benefit in addition to your contents **sum insured**.

Limits.

This benefit does not apply if:

1. you've told us your contents are in a holiday home or a **house** that you rent to tenants.
2. your **loss** is being claimed under the benefit Hidden gradual water damage to your contents on **page 13**.

We'll pay your reasonable costs up to a maximum of $30,000 for each event.

If you own the **house** and have been living in it, we'll only pay temporary accommodation until the first of:

1. repairs to your **house** have been completed
2. we've paid your **contents** claim
3. you've regained access to your **house**.

If you're in rental accommodation, we'll pay to top-up (if required) your current rental amount to meet your new temporary accommodation rental amount until the first of:

1. the end of your current tenancy agreement
2. we've paid your contents claim
3. you've regained access to your original rental **house**
4. we've provided this benefit to you for eight weeks.

If we're already providing or paying to top up your temporary accommodation and there are further events that you could claim for, we'll only pay for one event.

If you have this benefit with us under any other policy then we'll only pay under one policy.

Temporary storage fees paid after loss.

We'll pay the reasonable costs to store your contents after an insured **loss** to the **house** you live in (whether insured with us or not) and both of the following apply:

1. we've accepted your claim under the benefit Temporary accommodation on **page 16**, and
2. your contents need to be removed to a secure storage facility while the **house** is being made habitable.

This includes costs for:

1. moving your contents to a secure storage facility
2. storage while you're in temporary accommodation
3. returning your contents to your **house**.

We pay this benefit in addition to your contents **sum insured**.

Limit.

We'll pay costs up to $5,000 for each event.

University and boarding school cover for your children

We'll pay for **loss** that occurs to your children's contents while they are attending university, polytechnic or school. Your children must be staying in university or polytechnic halls of residence, a school hostel or as a boarder in a private home.

This benefit does not apply in a flatting situation.

Limit.

We'll pay up to $10,000 for each **period of insurance**.

Veterinary fees for your domestic pet.

We'll pay for veterinary fees if your domestic pet is injured in an accident with a motor vehicle.

Any claim under this benefit will be **excess**-free.

We pay this benefit in addition to your contents **sum insured**.

Limit.

We'll pay up to $500 for each event.

Visitors' personal effects when they are staying with you.

We'll pay for **loss** of personal effects owned by visitors temporarily staying in your **house** provided they are not covered by any other policy.

Any claim under this benefit will be **excess**-free.

We pay this benefit in addition to your contents **sum insured**.

Limit.

We'll pay up to $500 for each event.

Window coverings extended replacement.

Where we pay for **loss** to window coverings in the room where the **loss** occurred, we'll also pay for the replacement of identical window coverings in other rooms if we're unable to match them.

What you're not covered for

These are your policy exclusions.

Your policy does not cover liability for:

1. **Asbestos**
   where such liability directly or indirectly arises out of, results from or is a consequence of, or in any way involves asbestos, or any materials containing asbestos in whatever form or quantity.
2. **Bodily injury**
   bodily injury to you.
3. **Consequential losses**
   consequential losses of any kind including loss of use, enjoyment, value, or income.
4. **Land you own**
   your ownership of any land.
5. **Liability that you have agreed**
   liability that arises only because you've agreed to take liability upon yourself.
6. **Vehicles, watercraft and aircraft you own**
   the ownership, use or possession of any mechanically propelled vehicle, trailer, caravan, watercraft, aircraft or other airborne device other than those detailed under the section What we cover on **page 9**.
7. **Your property**
   damage to any property you own, or are legally in care or control of.

Your policy does not cover any loss, damage or liability arising from:

1. **ACC personal injury**
   personal injury where cover is provided to any extent under the Accident Compensation Act 2001 or any amendment or replacement Act.
2. **Animals**
   any domestic pet pecking, biting, clawing, scratching, tearing or chewing your contents, or damage caused by their urine or excrement. This exclusion does not apply to damage caused by another animal (except insects, vermin or rodents) that becomes **accidentally** trapped inside your **house**.
3. **Confiscation by an authority**
   confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority unless it is to prevent **loss** covered by this policy.
4. **Contents in a house you don't live in**
   contents left in the **house** while it is let or tenanted to anyone unless you've contacted us and we've agreed in writing that we'll cover them during this time.
5. **Contents in transit**
   contents that are in transit where you are moving home from one **house** to another **house**, other than the cover provided in the benefit Moving house – cover for your contents in transit on **page 15**.
6. **Contents removed from your house**
   contents removed from your **house** for the purpose of sale, storage or exhibition, or that are away from your **house**, other than the cover provided in the benefits Contents temporarily relocated on **page 12** and Contents in temporary storage on **page 12**.

7. **Controlled drugs pollution or contamination**
   the pollution or contamination of your contents by the manufacture, storage, use, consumption or distribution at your **house** of 'precursor substances' or a 'controlled drug' as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act.

8. **Criminal and reckless acts**
   any criminal or reckless act or omission by you or anyone who normally lives at or is lawfully at your **house**.

9. **Damage while unoccupied**
   damage caused while your **house** is left **unoccupied** for more than 90 consecutive days, other than the cover provided in the section We provide limited cover while your house is left unoccupied on **page 11**.

10. **Deliberate damage by anyone**
    deliberate damage caused directly or indirectly by you or anyone who normally lives at, or is lawfully at your **house**. This exclusion does not apply to deliberate damage by fire by tenants or their guests.

11. **Fines and damages**
    aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders other than the cover provided in the benefit Liability protection on **page 14**.

12. **Hydrostatic pressure to assets in the ground**
    hydrostatic pressure to swimming pools, spa pools, water or waste tanks.

13. **Nuclear and radiation risks**
    nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.

14. **Soil changes**
    settling, cracking, soil expansion, soil shrinkage, soil movement or compaction.

15. **Stand-down periods**

    a. **72-hour stand-down**
       any storm, flood, wildfire, tsunami, volcanic activity, or landslide that occurs within 72 hours of the start date of your policy.

    b. **Named cyclone stand-down**
       a cyclone or ex-tropical cyclone that had been named before the start date of your policy.

    The Stand-down periods exclusions also apply to the effective date of any change you made to existing policy terms. Previous policy terms and conditions, including **sum insured** and **excess**, will apply to any **loss** or damage that occurs within the stand-down periods set out above.

    The Stand-down periods exclusions do not apply if this policy started immediately after another policy that covered these risks.

    The Stand-down periods exclusions do not apply if the policy was taken out at the same time you purchased the **house**.

16. **Subsidence, erosion and underground water pressure**
    subsidence, erosion or underground water pressure.

17. **Theft of your contents**
    theft of contents by you or anyone who normally lives at or is lawfully at your **house**.

18. **Vibration to buildings and land**
    vibration, removal or weakening of support from either the land or buildings.

19. **Visitor's contents at your house**
    contents belonging to people who may be visiting or residing at your **house**, other than the cover provided in the benefits Visitors' personal effects when they are staying with you on **page 17** and Gifts temporarily stored in your house on **page 13**.

Your policy does not cover any claims for:

1. **Cleaning and repairing your contents**
   any process of cleaning, repairing, restoring or renovating where inappropriate or unsuitable methods or materials are used. This exclusion only applies to the property that has undergone that process.
2. **Faults and defects**
   a. the cost of remedying or repairing any structural defect, inherent fault, defective, substandard or faulty workmanship
   b. water or dampness entering your **house** because of any structural defect, defective design, defective materials or defective workmanship of the **house**.
3. **Gradual damage**
   gradual deterioration including damage arising from or involving action of micro-organisms, atmospheric or climatic conditions, corrosion, fungi, rust, rot, mildew, mould, smoke, or particles. This does not apply to the cover provided by the benefit Hidden gradual water damage to your contents on **page 13**.
4. **Insects and pests**
   damage caused by insects, pests, rodents, lizards, vermin (other than possums), marine growth or marine borers.
5. **Mechanical or electrical breakdown**
   mechanical or electrical equipment (and their parts) breaking down, failing or wearing out unless they have burnt out as a direct result of an **accidental** and external force.
6. **Renovations and alterations to your house**
   contents left in the **house** while alterations are being undertaken, other than the cover provided under the benefit House under minor alteration on **page 14**.
7. **Wear and tear**
   wear and tear.

However, resulting **loss** is covered. By resulting **loss** we mean secondary damage that occurs as a direct result of the excluded clauses 1 – 7 above.

Your policy excludes cover for communicable diseases.

Your policy does not cover any **loss**, **time-element loss**, damage, liability, claim, cost, or expense arising out of or in connection with a **communicable disease**.

This exclusion also applies:

1. If there is some other contributing cause or event at the same or some other time.
2. To the fear or threat (whether actual or perceived) of a **communicable disease**.

Your policy excludes cover for cyber loss.

Your policy does not cover any **loss**, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any **cyber-attack** or **cyber incident**
2. any **loss** of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **data**, including any amount connected to the value of any **data**.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your **computer system** suffers **loss** or damage insured by this policy, then this exclusion will not apply to both:

1. the cost to repair or replace the **computer system** itself
2. the costs of copying the **data** from back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling **data**. If your **computer system** is not repaired, replaced, or restored we will pay the cost of the blank **computer system** only.

This exclusion does not apply to **loss** or damage to your property insured under this policy caused by fire or explosion directly resulting from a **cyber incident**, unless that **cyber incident** arises out of or in connection with a **cyber-attack**, including controlling, preventing, suppressing, or remediating any **cyber-attack**.

Your policy excludes cover for war and terrorism.

Your policy does not cover any **loss**, damage or liability arising directly or indirectly from, occasioned by or through or in consequence directly or indirectly of or claim for:

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

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.

You have certain responsibilities

Here is a list of what you and any person in charge of your contents with your permission must do.

1. You must be honest and fair with us. All your statements made to us, including in your application, made while this policy is in force and made in relation to any claim must be honest, correct and complete.
2. You must tell us immediately if:
   a. you change the address where you normally keep your contents
   b. your **house** has been or will be **unoccupied** for more than 90 days, unless you've told us your **house** is a holiday home and this is shown on your **Certificate of insurance**
   c. anyone starts to use or live in your **house** for any business purpose
   d. you start using your contents, other than your home office equipment, for any business purpose
   e. you make any structural alterations to the **house** where you keep your contents
   f. there is any change in the use of the **house** where we insure your contents.
3. You must tell us immediately whether you or anyone who normally lives at the **house**:
   a. commits, is charged with, or is convicted of any criminal offence
   b. has a claim declined or a policy avoided
   c. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if, in our opinion, there is a substantial change in risk.

4. You and any person in charge of your contents with your permission must:
   a. take reasonable care to protect and maintain your contents and to avoid legal liability, and
   b. ensure that your **house** is securely locked, including all windows and doors, when unattended.
5. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date for payment, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).
6. We reserve the right to apply any claims monies owed to you to any unpaid premiums.
7. If you occasionally let your **house**, or any part of your **house**, you must:
   a. ensure the **house** is cleaned and inspected for **loss** following each rental before any bond is released, and
   b. make a claim for **loss** you discover with any accommodation booking service you used before you can claim under this policy.

If you do not comply with your responsibilities under this section, You have certain responsibilities on **page 22**, we can take any of the actions described in that section, including declining any claim (and recovering any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any **unused premium**.

If we avoid your policy, it will be treated as if it had never been taken out. We will avoid your policy from the date of the incorrect or false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from that date. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.

How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim.

Call us on **0800 639 520** or go to **Westpac One** to make a claim online.

You have certain responsibilities at claim time.

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here is a list of what you and any person in charge of your contents with your permission must do at claim time.

Before you lodge your claim.

You must:

1. Inform the Police if it appears arson, theft, burglary or malicious damage has occurred and provide details of the complaint to us, for example, the acknowledgement number.
2. Tell us as soon as possible:
   a. if it is likely that you'll make a claim
   b. if you or anyone else who may have cover under this policy is charged with any offence that resulted in **loss** of property or caused **bodily injury** to someone else
   c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further **loss** or liability.
4. Get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.

Once you've lodged your claim.

You must:

6. Let us inspect the damaged contents if we ask and deal with any salvage reasonably; no property may be abandoned to us.
7. Provide proof of ownership or purchase (such as receipts, bank statements, credit card vouchers, warranties, guarantees, photos, videos, and so on) for any property you claim for.
8. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
9. Comply with all our requests about your claim by providing full cooperation, information and assistance.
10. Not discuss a claim made on you by another person with them; instead, refer them to us.
11. Pay any applicable **excess** and any applicable additional **excess** as described under What excesses you may need to pay on **page 25**.
12. Let us instruct a solicitor of our choice to conduct your defence. Follow the recommendations of that solicitor about the conduct or continuation of your defence.
13. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim.

You must:

14. Cooperate fully in any action we take to recover money from other parties involved in your claim.
15. Let us take over for our own benefit and settle any legal right of recovery you may have.
16. Tell us if any person is ordered to make reparation to you for any **loss** or cost that was part of the claim. Reimburse us for that payment as soon as you receive any reparation.
17. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

If you do not comply with your responsibilities under this section, You have certain responsibilities at claim time on **page 24**, we can decline your claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any **unused premium**.

If we avoid your policy, it will be treated as if it had never been taken out. We will avoid your policy from the date of the incorrect or false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from that date. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.

How we'll look after your claim.

When you contact us to make a claim we'll:

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

What excesses you may need to pay.

The **excess** is the amount of any claim that you're responsible for. The **excess** applies to each event resulting in a claim.

Where **loss** has been caused on multiple occasions or events an **excess** will apply to each occasion or event.

Unless the benefit being claimed says it is **excess**-free you'll need to pay your **excess**. Your **excess** and any additional **excesses** that may apply are detailed on your **Certificate of insurance** and in this policy wording.

Where a benefit specifies an additional **excess**, that additional **excess** will apply above any other **excess** on your **Certificate of insurance**.

How we'll settle your claim.

We'll settle your claim for **loss** following the process set out below.

We'll pay up to a maximum of:

1. the limit stated in the relevant benefit you are claiming for, or the contents **sum insured** as recorded on your **Certificate of insurance** (whichever is less)
2. the specified item amount recorded on your **Certificate of insurance**, and
3. the limits in this policy wording for any benefits stated as being in addition to your contents **sum insured**.

In all cases:

1. If you pay your premiums by instalments and your contents suffer a total **loss** you must pay the rest of the annual premium before we settle your claim.
2. We reserve the right to apply any claims monies owed to you to pay any unpaid premiums.
3. We have the option whether to make a payment, replace or repair your contents. If we opt to make a payment, we can choose whether this is by way of cash, vouchers or store credits.
4. Where we choose to repair your contents, we'll repair them to a similar condition to the condition they were in when new, without exactly replicating them. There will be no deduction for betterment.
5. Where we choose to replace your contents, we'll do so by purchasing the nearest equivalent item or where this is not available, an equivalent new item. This means replacing the item with something similar if we can't find an exact match. There will be no deduction for betterment.
6. We'll use a supplier of our choice.
7. We may be obliged to pay an interested party (finance company and so on) if we have been notified of their interest in your contents. Their receipt will discharge us to the extent of our payment.
8. Where we make payment, we have the option to include an allowance for your reasonable temporary accommodation expenses, up to the maximum specified in the benefit Temporary accommodation on **page 16**.
9. In the case of partial **loss** to your contents we'll reinstate your contents **sum insured** after we meet any claim.
10. If we settle your claim for a total **loss** your policy will be automatically cancelled and no refund of premium will be given.

We are not bound to:

1. pay for window coverings not located in the room or rooms where the **loss** or damage occurred, other than the cover provided in the benefit Window coverings extended replacement on **page 17**
2. pay the cost of replacement until it is actually incurred
3. pay more than the sums insured shown on your **Certificate of insurance** and/or this policy wording
4. pay the cost of replacement or repair of your contents beyond what is reasonable, practical or comparable to the original
5. pay more than the cash equivalent for the unconsumed portion of your cosmetics and/or toiletries
6. pay more than 50% of the replacement value of your contents if you choose not to replace or repair them, or
7. repair or replace your contents exactly to their previous condition.

Other important information

You can cancel this policy.

You can cancel this policy by notifying us through Westpac One or phone. We'll refund any **unused premium**.

Free look period.

If you're not completely happy with your policy, you can cancel it within 15 days of the start date so long as you've not made any claims.

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

We can cancel this policy.

We can cancel this policy at any time by notifying you in writing. The cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. We'll refund any **unused premium**.

We can also cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out in the sections:

1. You have certain responsibilities on **page 22**
2. You have certain responsibilities at claim time on **page 24**

If we cancel or avoid your policy, we'll refund any **unused premium**.

Making changes to this policy.

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

We can alter the terms of this policy at any time if, in our opinion, there is a substantial change in risk. We'll give you at least seven days' notice of this change.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund any **unused premium**.

This policy is under New Zealand law.

New Zealand has jurisdiction.

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

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

New Zealand currency and taxes apply.

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

How we'll communicate with you.

We'll communicate with you to your last notified physical or email address.

If email is your preferred method of communication, the address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your physical or email address.

We're here to help.

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

Often a quick conversation with us can help straighten things out. But, every now and then, an issue might occur that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information, check out **tower.co.nz/contact-us/complaints**

Glossary

Please note words in the singular can be in the plural and vice versa.

Accidental

Unintended and unexpected by you.

Bodily injury

Accidental bodily injury to a person occurring during the **period of insurance** in New Zealand including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

Certificate of insurance

The Certificate of insurance first issued to you or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event).

Collection

A group of items or collectibles that are accumulated based on a common theme or principle such as stamps, coins and memorabilia. This does not include items like furniture, kitchen sets, household linen, glassware, paintings and art work.

Communicable disease

Any disease that can be transmitted by any substance or agent from any organism to another where:

1. the substance or agent includes, but is not limited to, any virus, bacterium or parasite or other organism or any variation of such, whether deemed to be living or not, and
2. the method of transmission, whether direct or indirect includes, but is not limited to, transmission that is:
   a. airborne
   b. bodily fluid
   c. from or to any surface or object
   d. solid, liquid or gas, or
   e. between organisms, and
3. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer system

Any of the following things:

1. any computer, hardware, software, communications system
2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device)
3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, **data** storage device, networking equipment or back up facility.

Cyber-attack

One or more unauthorised, malicious, or criminal acts regardless of time and place - involving access to, processing of, use of or operation of a **computer system**. A cyber-attack can be the threat or hoax of these acts.

Cyber incident

Any of the following things:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. any partial or total unavailability or failure to access, process, use or operate any **computer system**; it can be a single incident or a series of related incidents.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a **computer system**.

Excess

The amount of any claim that you must bear as shown on your **Certificate of insurance** and/or in this policy wording.

House

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

Loss

Sudden and **accidental** physical loss or sudden and **accidental** physical damage occurring during the **period of insurance** in New Zealand.

Period of insurance

The period shown on your **Certificate of insurance**. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise cover begins at the time you purchased this insurance. Covers ends at 11:59pm on the last day shown on your **Certificate of insurance** or at the effective time of cancellation.

Situation

The address that is shown on your **Certificate of insurance**.

Sum insured

The figure specified on your **Certificate of insurance** and/or in this policy wording.

Time-element loss

Time-element loss means business interruption, contingent business interruption or any other consequential **losses**.

Uninhabitable

A residence that no longer has a functional bathroom or kitchen or is unsafe or impractical to live in, as determined by us, or by government or local authorities.

Unoccupied

There is no-one staying in the **house** overnight.

Unused premium

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

We're here to help

0800 639 520

westpac.co.nz/insurance

Visit in branch

Together with TOWER

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