

Basic Contents Policy

Please read this policy in conjunction with the
Certificate of Insurance



Contents:

Ansvar Insurance	3
Our history	3
Why insure through Ansvar Insurance?.....	3
An extensive range of insurance products.....	3
About this document	3
The insurer.....	3
Important notice to Policyholders	4
30 day free look	4
The contract between you and Ansvar Insurance.....	4
We will provide you a policy schedule or renewal.....	4
Your duty of disclosure.....	4
Paying your premium	5
Annually	5
Monthly	5
Insurance Council membership.....	5
Fair Insurance Code.....	5
Privacy Act.....	5
Insurance Claim Register.....	6
Claims paying rating.....	6
The easy solution to a problem	6
What if we don't resolve your problem?.....	7
Basic Contents Policy	8
Definitions	8
'Contents'	8
'Excess'.....	8
'You'	9
'We'	9
'Total Sum Insured'	9
What are you insured for:.....	9
Section 1	9
Section 2.....	9
Damage to property of others.....	9
Exclusions.....	9
And excluding liability:	10
Basis of settlement of claims under section 1	10
We will pay:.....	10
Further – We will not pay for:.....	10
General Policy Conditions	11

Ansvar Insurance

Our history

Ansvar Insurance has been a trusted name in insurance for 25 years in New Zealand. Owned by UK insurance company Ecclesiastical Insurance Office plc, we enjoy substantial financial backing and are proud to meet the regulatory requirements of an insurer serving New Zealanders.

Why insure through Ansvar Insurance?

With 25 years of experience in New Zealand we understand what customers are seeking in their insurance company: a trusted, responsible and professional organisation where you are treated with respect and care and offered choice and flexibility. Offering value for money, personal service and a demonstrated commitment to community programs explains why we are the insurer of choice for our New Zealand customers.

An extensive range of insurance products

Ansvar Insurance has products to suit individuals, families and businesses alike. From your home, precious contents, cars and boats to tailored insurance to meet the needs of businesses, faith organisations, educational facilities, not for profit and the aged care sector, we have insurance to meet your needs. For more information on how we can help you, please phone **0800 123 344** or visit our website **ansvar.co.nz**

About this document

The financial product offered in this *policy* document is provided by Ansvar Insurance Limited. Please ensure you read and fully understand this *policy* document as it sets out the terms and conditions of the agreement between *you* and *us*.

If there is anything in this *policy* document *you* do not understand *you* should contact *your* insurance adviser or Ansvar Insurance representative.

The insurer

Ansvar Insurance Limited is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 6, Sofrana House, 396 Queen St, Auckland 1010.

You can contact us by:

- calling in person or writing to Ansvar Insurance
- telephoning 0800 123 344
- emailing insure@ansvar.co.nz

Important notice to Policyholders

Please remember that it is important to keep the following documents in a safe place:

- *your* Insurance policy booklet
- *your* current *policy schedule* or *renewal*
- documents that support the value of the property *you* have insured with *us*, e.g. Valuation Certificates

- documents that prove ownership of *your* goods, e.g. receipts, user manuals/guides and photographs.

30 day free look

As part of *our* service commitment to *you*, if this *policy* is not entirely to *your* satisfaction for any reason, it can be cancelled by returning the *policy* to *us* within thirty (30) days of the policy commencing. The *premium* will be refunded in full. *You* cannot claim under the *policy*.

The contract between you and Ansvar Insurance

Your insurance policy is a contract between *you* (the insured) and *us* (Ansvar Insurance Ltd). In return for payment of *your premium*, we will provide *you* with the cover set out in this *policy*.

This *policy* covers *losses* happening between the dates shown as the *period of insurance*.

This *policy* document, together with the statement containing *your* specific information called the *policy schedule* or *renewal*, gives *you* the details of the insurance provided by *your* Ansvar Insurance *policy*. They are to be read as one document. Together they are *your* contract of insurance with *us*.

We will provide you a policy schedule or renewal

- when *your* proposal to insure with *us* is accepted
- when any of the terms or conditions that apply to *your* policy are changed
- when we offer to renew *your* policy, this document is called a *renewal*

Your duty of disclosure

You are required to tell *us* anything *you* know, or ought to know, that may affect the decision of a prudent insurer whether to accept *your* insurance, or renew *your* *policy*, and if so, on what terms. If *you* have not disclosed all material information, or if *you* have misrepresented that information, then *we* are entitled to cancel the *policy* retrospectively from the beginning.

Paying your premium

Annually

You may pay your *premium* annually by cash, cheque or credit card. If *you* use a cheque or credit card that is dishonoured this *policy* is deemed to have never existed. This means *you* will not be covered in the event of a claim. *You* cannot make a claim under the *policy* if, at the date of *loss*, any *premium* remains unpaid. If *you* have a claim for a total *loss* or we settle *your* claim by paying the full sum insured, no *premium* refund will be made to *you*.

Monthly

You may pay your *premium* by monthly direct debits from a financial institution. *You* cannot make a claim under the *policy* if, at the date of *loss*, any direct debit remains unpaid. If *you* have a claim for a total *loss* or we settle *your* claim by paying the full sum insured, *we* shall deduct the *premium* for the remaining *period of insurance* from the amount *we* pay.

Insurance Council membership

We are a member of the Insurance Council of New Zealand Inc (ICNZ), and this carries with it responsibilities for conducting business in a professional manner.

Fair Insurance Code

As members of the ICNZ, we are bound by the terms of the Fair Insurance Code. This can be viewed on the ICNZ website icnz.org.nz or through a brochure available from our office.

Under the Fair Insurance Code we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you. This means we will:

- answer your questions accurately
- explain the information you need to give us when you apply for insurance, renew your policy, or make a claim
- explain the importance of giving us information that is complete, up to date, and relevant
- give you or your broker a copy of your policy that sets out in plain English what is insured, what is not insured, and what your obligations are
- tell you about any changes to your policy

We will give you information about the best policies we can offer you. You are entitled to ask for and receive help to understand the terms, conditions, and exclusions of your insurance policy. You are entitled to ask for and receive a copy of the information you gave us when you applied for insurance.

Privacy Act

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary, correct your personal information. You may access your personal information by contacting any of our offices. The

information we collect is used to assist us to provide you with our general insurance products and to manage our relationship with you.

Insurance Claim Register

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

This policy is issued to you on the condition that you authorise us to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect.

You also authorise us to obtain from ICR Ltd personal information about you that is (in our view) relevant to this policy or any claim made against it. You have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

Claims paying rating

We are required to have a financial rating for *our* claims paying ability. This rating must be declared to *you* before *you* enter into or *renew* a *policy*. Details are provided on *your policy schedule* or *renewal*.

The easy solution to a problem

Ansvar Insurance places the highest priority on providing prompt, efficient and friendly service including protecting your privacy. However, if you do not believe this has been achieved the best first step is to go back to the employee or broker with whom you were dealing to see if they can resolve the problem.

If that is not possible, then we invite you to contact the Manager for New Zealand who will review the problem. Acknowledgement of the complaint will be made within three working days from the day the complaint is received by telephone or in writing.

Your complaint will be fully investigated as quickly as possible by someone not involved in the original decision. You will be provided with the name of the person dealing with your complaint. You will receive written advice about the progress or outcome of the complaint within 10 working days from the day the complaint is received by telephone or in writing.

You will be advised within 60 days if we are unable to resolve your complaint and advise you of any further options available to you, such as the Insurance and Savings Ombudsman.

What if we don't resolve your problem?

The Insurance & Savings Ombudsman (ISO) is a free, independent service that can help you settle a range of insurance disputes against insurance companies that are ISO members.

The ISO can help with complaints about policies, and claims for personal and small business* insurance to a maximum of \$150,000 (unless the insurance company agrees to a higher amount). The ISO will help you settle your complaint by agreement, or the ISO will make the decision. The decision may be in your favour, or in the insurance company's favour. The ISO's decision is binding on the insurance company, but not on you. If you are unhappy with the ISO's decision, you can take your complaint to the Disputes Tribunal or to court. The ISO uses the Fair Insurance Code to help them make their decision. The ISO can be contacted by calling 0800 888 2021,* by writing to PO Box 10845, The Terrace, Wellington 6143 or visiting their website at iombudsman.org.nz

*For the ISO's definition of small business please visit their website.

The Pleasurecraft Insurance Policy issued by Ansvar Insurance consists of:

- a) a Certificate of Insurance and attachments as applicable.
- b) a Pleasurecraft Policy of Insurance setting out the terms, conditions and exclusions of the Policy which with the Certificate of Insurance and attachments are to be read together as one document. If there is anything in this Policy which requires clarification please contact Ansvar Insurance.

Please read this policy carefully

This policy has been designed for **careful people** who only require cover for genuine disasters such as Fire, Storm and Burglary damage within the home **only**.

This policy **does not cover** such events as a lost watch, broken glasses, theft, burns from irons, spills on carpets, spoilage of frozen food, breakages etc (all of these happenings are insurable under Ansvar Insurance. 'Alpha' or 'Omega' Policies).

Basic Insurance issued by Ansvar Insurance consists of:

- (a) A Certificate of Insurance; and
- (b) A Basic Cover policy of insurance setting out the terms, conditions and exclusions of the policy which with the Certificate of Insurance, and/or schedules are to be read together as one document.

Basic Contents Policy

This policy has been arranged on the basis of the information supplied by You to Us on the Proposal which shall be the basis of and incorporated in this Policy of Insurance and You have paid or agreed to pay the premium.

We agree to indemnify You in respect of any of the defined events happening during the Period of Insurance by payment or at our option by reinstatement or repair subject to the terms, conditions and exceptions of this policy.

Definitions

Whenever these words are used this is what they mean:

'Contents'

All your furniture, furnishings, home appliances, household and personal effects including household appliances hired to You, and all contained in the Private Dwelling, Residential Flat and Domestic Outbuildings situated only at the declared situation of risk as referred to in the Certificate of Insurance.

Contents does not include:

- property used for any business trade or professional purposes
- animals
- motor vehicles (except garden implements for home use only), motorcycles, caravans, trailers and also accessories and/or spare parts.
- watercraft and outboard motors or their spare parts and accessories including windsurfers and the like, other than canoes – maximum \$400 any one canoe.
- aircraft or any aerial or spatial device and their accessories and spare parts
- property in the course of removal or transit
- cell phones, notebook/laptop computers

'Excess'

means the first amount of any claim which You must contribute as You are not insured for this amount. The amount of excess is shown on the Certificate of Insurance.

‘You’

means the Insured Person named on the proposal and Your Spouse and any of your children under the age of 25 years permanently residing with you who are not otherwise insured and who observe all the provisions and conditions of this policy.

‘We’

means Ansvar Insurance sometimes also referred to as ‘the Company’ and/or ‘Us’.

‘Total Sum Insured’

During the period of insurance We will not pay more for your Contents than the amount shown on the Certificate of Insurance.

What are you insured for:

Section 1

You are insured for:

Loss of or Damage to the Contents Insured caused by any of the following:

- (1) Fire, lightning and explosion
- (2) Storm, tempest and flood excluding Loss or Damage caused by subsidence, landslip or erosion.
- (3) Water discharged overflowing or leaking from any Water System Installed in or on the premises.
- (4) Oil leaking or overflowing from any fixed oil-fired heating installation in or on the premises.
- (5) Burglary from your home or locked garage provided there is evidence of forcible and violent entry into the premises.
- (6) Impact of:
 - (i) Any land vehicle
 - (ii) Falling trees
- (7) Aircraft and other aerial or spatial devices and/or articles dropped therefrom.
- (8) Riot, labour disturbance or by acts of malicious persons or vandals (other than Tenants).

Section 2

Damage to property of others

We will pay You any amount for which You shall become legally liable for accidental loss of or damage to property of others who are not resident in Your household arising anywhere within New Zealand subject to a limit of \$200,000 for any one claim or series of claims arising out of the one event as well as costs and expenses incurred by You with Our consent or recoverable from You by any claimant.

Exclusions

You are not covered if the loss or damage arises out of:

- (i) any business, trade or profession
- (ii) the ownership or use of any mechanically propelled vehicle (other than a garden implement), trailer, caravan, watercraft, aircraft or other aerial or spatial device or animals.
- (iii) the ownership of land or buildings

And excluding liability:

- A.** Which arises only because You have agreed to take liability upon yourself but if You agreed to take that liability upon yourself only as a party to a tenancy agreement or lease of a dwelling then We will also cover your legal liability to pay for accidental loss or damage to the Dwelling caused by:
- (a) Fire or explosion
 - (b) Water discharged, overflowing or leaking from any water system installed in or on the premises
 - (c) Accidental breakage (resulting in a fracture through the entire thickness) of:
Fixed glass, fixed wash basins, sinks, baths, laundry tubs, lavatory pans and cisterns forming part of the insured premises but excluding breakage of light fittings and glass forming part of any glasshouse or conservatory.
- B.** In respect of damage to property belonging to or in the charge or control of You or any servant or any agent of Yours or of any person who is normally a member of Your household.

Basis of settlement of claims under section 1

We will pay:

- (a) Full replacement or repair cost for furniture and home appliances.
- (b) Full replacement or repair cost for furnishings, carpets, floor coverings, blinds and curtains, if not more than 10 years old.

Note:

- (a) If the property damaged is older than or different from that mentioned above, We will repair or pay You the value of the article at the time of the Loss. We will not pay for carpets, floor coverings, blinds and curtains that are not in the room in which the loss occurs.
- (b) We do not have to repair or replace your Contents exactly as they were but will ensure that they are reasonably comparable with their original condition provided it is practicable to do so.
- (c) We will not pay more than the value at the time of Loss until the cost of replacement is actually incurred.

At our option we may make payment or repair or replace your Contents.

We will not pay more than:

- (a) \$1,000 in total for bicycles and accessories, tents and camping gear, watches, musical instruments (except pianos and organs) including amplifiers, public address systems and other associated equipment, photographic/video camera equipment and accessories, any collection of philatelic items, coins, bullion, medals or medallions.
- (b) \$300 in total for any one claim for money, negotiable securities or documents of any kind.
- (c) \$5,000 in total for jewellery with a limit of \$1,000 per item.

Further – We will not pay for:

Loss, Destruction, Damage or Liability, directly or indirectly caused by:

- (i) Earthquake, Volcanic Eruption, Subsidence, Land Slip, Erosion, Settling or Tidal Wave.
- (ii) War, Invasion, Act of Foreign Enemy, Warlike operations (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
- (iii) (a) Ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
(b) nuclear weapons material.

General Policy Conditions

1. **Care of Property** – You shall take all reasonable precautions for the safety of the Property Insured and take appropriate action for safeguarding any property damaged.
2. **Unoccupancy condition** – This insurance shall not apply if your home is unoccupied for a period of more than 30 consecutive days unless You first obtain the written consent of the Company.
3. **Concealment or Fraud** – If You make a claim knowing that it is false or fraudulent in any respect, then this insurance becomes void and Your claim is forfeit.
4. **Claims**
 - (a) On the happening of any event likely to give rise to a claim, You shall:
 - (i) Notify Us within 7 days
 - (ii) Report the claim to the Police if burglary or arson is suspected.
 - (iii) Immediately act to minimise any further loss or damage.
 - (iv) Apart from (iii) not make any repairs or arrange replacements unless You have our permission.
 - (v) Complete and return a claim form within 20 days of our request.
 - (vi) Refer any claim made against You to Us. You will not attempt to negotiate or settle any such claim as We will do this on your behalf.
 - (b) We shall have the right to negotiate defend or settle in your name and on your behalf any claim and to exercise for our own benefit any legal right of recovery held by You.
 - (c) If on your Proposal or Claim form or in any Declaration You have made any untruthful statement or have withheld any information required by Us then You forfeit all protection afforded by this Policy.
 - (d) In the event of any dispute arising under this Policy action in Court must be commenced within 12 months from the date of our advice to You of the decision which gives rise to the dispute.
5. **Other insurance** – If any loss, damage or liability insured by this Policy is insured by any other Policy of Insurance, then the Company shall not be liable for more than its rate-able portion.
6. **Cancellation** – You may cancel this Policy at any time. After cancellation by You, We will retain our short period rate of premium for the term the Policy has been in force.
We may cancel this Policy by giving you 14 days written notice to your address last advised to us. In that event, You will be refunded the unused portion of your paid premium.
Your Policy is automatically cancelled if your premium remains unpaid 30 days after it has fallen due.
7. **Indexation** – The Total Sum Insured will be subject to increase at each renewal date in accordance with the change in the consumer price index over the preceding 12 months. The premium will then be based on the revised sum insured. Failure to do so will not render the Company liable to pay for any amount higher than the Sum Insured at the time of the Loss.
8. **Reinstatement of amount of Insurance** – It is understood and agreed that in the event of loss or damage by any of the perils insured against to the property described above and in the absence of written notice by Us or by You to the contrary the amount of insurance cancelled by loss is to be automatically reinstated as and from the date of loss and You undertake to pay such premium as may be required for such reinstatement from that date.

Ansvar Insurance

0800 123 344

ansvar.co.nz

AD Level 6, Sofrana House
396 Queen Street
Auckland

FX +64 9 366 6107

EM insure@ansvar.co.nz

Ansvar Insurance Ltd.

Member of the Ecclesiastical Insurance Group

