



**QBE INSURANCE (INTERNATIONAL) LIMITED**  
ACN 000 000 948

## **CONSUMER PROTECTION CHATTEL INSURANCE**

**ARRANGED BY:**

Steele & Mahony Limited  
P O Box 1062  
AUCKLAND

Phone (09) 358 5926  
Fax (09) 356 7221

**UNDERWRITTEN BY:**

**QBE INSURANCE (INTERNATIONAL) LIMITED**

## EXCLUSIONS

1. The Company shall not be liable for the first \$50 in respect of any claim occurring under this policy
2. This insurance does not cover any loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
  - a) Wear, tear, rot, corrosion, rust, gradual deterioration, mildew, vermin or insects
  - b) Mechanical breakdown, electrical breakdown (except where actual burning out occurs) failure or burning out or short circuiting from any cause
  - c) Fault, defect, error or omission in design
  - d) Subsidence, settling, landslip, erosion
  - e) Dyeing, repairing, restoring or renovating
  - f) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone, atmospheric disturbance or other convulsions of nature
  - g) Nuclear weapons material ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
  - h) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) riot, strike, civil commotion, mutiny, rebellion, revolution, insurrection, conspiracy or military or usurped power or loot, sack or pillage in connection therewith.
3. Accidental loss or damage to:
  - a) Sporting equipment whilst in use
  - b) Motor vehicles and other mechanically propelled vehicles and their accessories
  - c) Watercraft and/or aircraft and their accessories
4. Theft by the Conditional Purchaser or anyone normally residing with the Conditional Purchaser
5. Theft of or malicious damage to any of the goods insured caused by tenants in rented premises

## CONDITIONS

1. Upon the occurrence of any accidental loss or damage to the Goods insured by this Policy, the Conditional Purchaser and where appropriate the Insured shall:
  - a) Provide all particulars as may be required by the Company
  - b) Take all reasonable precautions to prevent further damage
  - c) Immediately inform the Police of any burglary or theft or attempt thereof
2. Upon the occurrence of any accidental loss or damage to the goods insured by this Policy, the Company is entitled:
  - a) To enter any building where the loss or damage has happened and to take and keep possession of the goods salvaged in a reasonable manner. No goods or salvage may be abandoned to the Company whether taken possession of by the Company or not
  - b) Upon accepting liability for a claim under this Policy to become subrogated to the Conditional Purchaser's right of recovery or indemnity from any other person or corporation, and the Conditional Purchaser must, at the Company's expense do and concur in doing and permit to be done anything reasonably required by the Company for the purpose of enforcing that right. The Conditional Purchaser must comply with this condition when required, whether before or after having been indemnified by the Company.
3. Written notice shall be given to the Company as soon as possible, but in any case within 30 days of the happening of any accidental loss or damage
4. No assignee shall be entitled to any benefit payable under this Policy unless the Company shall have agreed to such assignment
5. Every notice and other communication to the Company required by all the conditions of this Policy must be in writing
6. This Policy may be cancelled by the Insured at any time by notice in writing delivered to the Company. The Company may at any time, by giving written notice to the Insured, cancel this Policy. Notice of cancellation may be delivered personally or posted to the Insured at the address last known to the Company and cancellation of the Policy shall be effective as from 4:00pm on the seventh (7<sup>th</sup>) day after posting or personal delivery by the Company but the liability of the Company in respect of the

Conditional Purchase Agreements contracted up until the effective date of cancellation of this Policy shall continue

7. The Company may at any time, by giving written notice of cancellation to the Conditional Purchaser at the address last known to the Company, cancel an individual Insurance Contract, and cancellation of the individual Insurance Contract shall be effective from 4:00pm on the seventh (7<sup>th</sup>) day after posting by the Company
8. The due observance and fulfillment of the terms provisions conditions and endorsements of this Policy by the insured or any claimant under this Policy insofar as they relate to anything to be done or complied with by the Insured or any claimant under this Policy and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy
9. This is a primary insurance and contribution shall not be made with any other insurance held by the Conditional Purchaser
10. If any claim under this Policy is in any respect fraudulent or if any false declaration or statement shall be made in support thereof by the Insured or the Conditional Purchaser or anyone acting on their behalf to obtain benefit under this Policy all benefits hereunder shall be forfeit.
11. The Insured shall declare details of all Conditional Purchase Agreements to be insured by this Policy no later than the 30<sup>th</sup> day of the month following the commencement of the agreement during the currency of the Policy and a premium at the agreed rate shall be calculated and paid on the basis of such declarations
12. The term "Conditional Purchaser" wherever appearing in this Policy shall mean the person entering into a Conditional Purchase Agreement. Provided always that the term Conditional Purchaser shall not include any Company or Incorporated body
13. The term "Goods" wherever appearing in this Policy shall mean the Goods comprising the Conditional Purchase Agreement between the Insured and the Conditional Purchaser