

Mobile Business Assets



Policy Wording

STATE

Welcome to State

Thank you for choosing State. You've made a great choice – we've been helping New Zealanders with their insurance needs for more than 100 years and are proud to be doing the same for you.

If you have any questions about your policy or think it doesn't provide the cover you need, please call us straight away – we'll be happy to help.

IMPORTANT

This document is your Mobile Business Assets policy wording.

Please make sure you read it carefully, as it contains important information you should know, including what your insurance covers – and what it doesn't.

Contact us

If you have a question, need help or want to make an insurance claim, just call us on **0800 80 24 24** or visit **state.co.nz**

Introduction	1
1. Insurance agreement	1
2. What you are covered for	1
3. Automatic policy extensions	2
4. Optional policy extensions	3
5. Exclusions	3
6. How we will pay	6
7. What we will pay	7
8. Claims conditions	7
9. General conditions	8
10. Definitions	10

Introduction

Welcome	Welcome to State. Thank you for selecting us as your insurer.
About this policy	Your Mobile Business Assets Policy consists of: <ul style="list-style-type: none">(a) this policy document, and(b) the schedule, and(c) any endorsements or warranties that we apply, and(d) the information you have provided in the application.
Your duty of disclosure	You have a legal duty of disclosure when you apply for insurance. This means you or anyone acting on your behalf must tell us everything you know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding: <ul style="list-style-type: none">(a) to accept or decline the insurance, and/or(b) the cost or terms of the insurance, including the excess. You also have this duty every time your insurance renews and when you make any changes to it. If you or anyone acting on your behalf breaches this duty, we may treat this policy as being of no effect and to have never existed. Please ask us if you are not sure whether you need to tell us about something.
Defined words	If a word is shown in bold it has a specific meaning. There is a list of these words and what they mean in Section 10 – 'Definitions'.
Examples	We have used examples and comments to make parts of this policy easier to understand. These examples and comments are printed in <i>italics</i> and do not affect or limit the meaning of the section they refer to.
Headings	The headings in this policy are for reference only and do not form part of it. They are not to be used when interpreting the policy document.

1. Insurance agreement

1.1 Our agreement	You agree to pay us the premium described in the schedule and comply with this policy. In exchange, we agree to insure you as set out in this policy.
--------------------------	--

2. What you are covered for

2.1 Damage to insured property	You are insured for any sudden and accidental loss to insured property occurring anywhere in New Zealand.
---------------------------------------	--

3. Automatic policy extensions

In addition to the cover under 2.1 – ‘Damage to insured property’, **we** also provide the following Automatic policy extensions. Unless expressly stated otherwise, any amounts payable under these Automatic extensions are included within 7.1 ‘Maximum amount payable’.

3.1 Burglary cover

You are insured for sudden and **accidental loss** to **insured property** occurring anywhere in New Zealand caused by theft or attempted theft:

- (a) accompanied by threat of violence, or actual violence to any person, or
- (b) involving physical evidence of violent and forcible entry to, or exit from a securely locked:
 - (i) enclosed building (or part of an enclosed building), or
 - (ii) motor vehicle, **fully enclosed trailer** or **storage container**.

Where the theft of **insured property** occurs from a motor vehicle, **storage container** or **fully enclosed trailer** which itself has been stolen and not recovered, physical evidence of forcible entry to or exit will not be required.

3.2 Electronic data and software

You are insured for the loss of **data** and **software** resulting from electronic equipment insured by this policy suffering sudden and **accidental loss** covered by this policy occurring anywhere in New Zealand.

Please also read 6.2 Basis of settlement: certain types of property – ‘Data’ and ‘Software’.

3.3 Employee effects cover

You are insured for sudden and **accidental loss** occurring anywhere in New Zealand to the clothing, personal effects and tools of trade of **your** directors and employees (but not **your** contractors). **We** will cover this property as if it were **contents**, provided that the property is being worn, carried or used by **your** directors or employees while they are acting in the course of their directors’ duties or employment.

The most **we** will pay under this extension:

- (i) is \$5,000 for any **event**, per person, and
- (ii) in total during the **annual period** is the sum insured shown in the **schedule** for **contents**.

9.7 ‘Other insurance’ condition does not apply to this extension.

3.4 Money cover

You are insured for sudden and **accidental loss** of **money**, anywhere in New Zealand.

This extension does not provide cover for **loss** of **money**:

- (a) caused by errors in receiving it or paying it out, or
- (b) occurring while the **money** is entrusted to any person other than:
 - (i) **you** or any director or executive officer of **yours**, or
 - (ii) any employee or agent of **yours**, or
 - (iii) any professional **money** carrier, or
- (c) resulting from payment of **money** in exchange for any cheque that is subsequently dishonoured, or
- (d) occurring while the **money** is in an unlocked and unoccupied vehicle, or
- (e) caused by theft or fraud by any of **your** employees, unless the **loss** is discovered within three consecutive **business days** of the act of theft or fraud, or
- (f) through electronic means.

The most **we** will pay under this extension is \$1,000 for any **event**, unless a different amount for money is shown in the **schedule**. Payment under this extension is in addition to 7.1 ‘Maximum amount payable’.

4. Optional policy extensions

These Optional extensions only apply where specified in the **schedule**.

Unless stated otherwise, Optional extensions are included within 7.1 'Maximum amount payable'.

4.1 Natural disaster cover

You are insured for **natural disaster damage** to **insured property**.

The excess is 2.5% of the sum insured or \$2,500, whichever is the greater, for each **event**.

4.2 Refrigerated goods

You are insured for:

- (a) **accidental loss** to **refrigerated stock** provided that the **loss** results from:
 - (i) **machinery breakdown** of the refrigeration plant, or
 - (ii) sudden failure of power supplied by a public utility to **your** premises, or
 - (iii) the operation of an overload switch, and
- (b) reasonable costs **you** incur to avoid or minimise **accidental loss** to **refrigerated stock** that is covered by (a) above. *For example, moving the goods to an alternative storage unit.*

The most **we** will pay under this extension for any **event** is \$2,500 unless a different amount for refrigerated goods is shown in the **schedule**.

4.3 Theft cover

You are insured for sudden and **accidental loss** to **insured property** caused by theft occurring anywhere in New Zealand that is not covered under Automatic Policy Extension – 3.1 Burglary Cover above.

An excess of \$2,500 applies for each **event** under this extension, unless a higher excess for Theft Cover is shown in the **schedule**.

5. Exclusions

5.1 Types of property not covered

This policy does not insure:

- (a) any **insured property** during:
 - (i) demolition, or
 - (ii) installation, construction or erection, or
 - (iii) testing and commissioning following (a)(ii) above.
- (b) jewellery, precious stones, furs, precious metals or bullion, except if any of these items are:
 - (i) **stock** of **your** business, or
 - (ii) a component of any plant or machinery that is insured under this policy as **contents**.
- (c) any of the following (including plant attaching to, or accessories in or on any of them):
 - (i) any vehicle or trailer that is required to be registered or licensed to travel on a public road,
 - (ii) any mechanically or electrically propelled vehicles (including railway locomotives and rolling stock),
 - (iii) watercraft of any kind,
 - (iv) aircraft of any kind.
- (d) any of the following property:
 - (i) live plants including any trees, shrubs, hedges or grass,
 - (ii) livestock,
 - (iii) any living creature,
 - (iv) property located outside New Zealand,except, if the item of property is specifically listed in the **schedule** as being insured.
- (e) **money**, other than cover provided by 3.4 'Money cover'.

5.2 Losses not covered

This policy does not insure:

- (a) any of the following types of damage to **insured property**:
 - (i) slowly developing deformation or distortion,
 - (ii) marring or scratching,
 - (iii) gradual deterioration,
 - (iv) rot or mildew,
 - (v) wear and tear, corrosion or rust.
- (b) **loss immediately preceded by** any of the following:
 - (i) interruption of the supply of water, gas, electricity, or any fuel to the **situation**, other than cover provided by 4.2 'Refrigerated goods',

- (ii) total or partial stoppage of work, or interruption or cessation of any process,
 - (iii) a change in artificially controlled temperature or atmosphere, other than cover provided by 4.2 'Refrigerated goods'.
- (c) **loss** caused by or arising from any of the following:
- (i) action of micro-organisms, vermin or pests,
 - (ii) action of light, or inherent nature of the property (including shrinkage, evaporation, loss of weight, change of flavour or colour or texture or finish),
 - (iii) fumes, gas, dust, smoke or soot,
 - (iv) maintenance of **insured property** including servicing, cleaning and subsequent testing,
 - (v) spontaneous combustion,
 - (vi) spontaneous fermentation.
- This exclusion only applies to the **insured property**, or to the part of the **insured property** (as applicable), directly affected. It does not apply to any resultant sudden and **accidental loss** to separate **insured property**, or to other parts of the same **insured property** (as applicable).
- (d) **loss** that is:
- (i) only evidenced by an unexplained disappearance,
 - (ii) only revealed by the taking of an inventory,
 - (iii) due to clerical or accounting errors.
- (e) **loss** caused by any of the following:
- (i) theft or attempted theft, other than cover provided by:
 - (a) 3.1 'Burglary cover',
 - (b) 3.3 'Employee effects cover',
 - (c) 3.4 'Money cover',
 - (d) 4.3 'Theft cover',
 - (ii) any fraudulent scheme or device, or false pretence practised on **you** or any other person,
 - (iii) theft, attempted theft or fraud by **you** or an employee of **yours** other than cover provided by 3.4 'Money cover'.
- (f) **loss** following exposure to weather conditions if the property is not designed to be left in the open (unless reasonable precautions have been taken to protect the property from those conditions).

5.3 Communicable disease

This policy does not insure any **loss**, in connection with any:

- (a) **communicable disease**,
- (b) notifiable organism or disease under the Biosecurity Act 1993,
- (c) fear or threat (actual or perceived) or action taken to control or prevent or suppress any of the diseases, conditions or circumstances described in this exclusion.

This exclusion will not apply to **accidental loss to insured property** directly caused by or arising from any of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, landslip, earthquake, seismic and/or volcanic activity, tsunamis, flood, freeze, weight of snow or ice, avalanche, meteor/asteroid impact, riot, riot attending a strike, civil commotion, vandalism, malicious mischief.

5.4 Confiscation

This policy does not insure **loss** in connection with confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority (unless the order is given to control any immediate and imminent threat of **loss** provided that the **loss** would be covered by this policy if it did occur).

5.5 Consequential financial loss

This policy does not insure any kind of consequential financial loss (*e.g. financial loss that occurs as a direct or indirect result of the loss of insured property*), including the following:

- (a) delays,
- (b) loss of market,
- (c) penalties,
- (d) rates, taxes, duties, development charges,
- (e) other charges or assessments arising out of capital appreciation, that are payable to comply with any **regulations**,
- (f) loss of use of any property.

5.6 Costs not insured

This policy does not insure the cost of:

- (a) repairing or replacing faulty materials, or
- (b) fixing faulty workmanship, or
- (c) fixing any work performed to a faulty:
 - (i) design plan, or
 - (ii) design specification, or
- (d) altering or modifying any part of any refrigeration or air conditioning plant to enable the plant to operate with a more ozone friendly refrigerant.

This exclusion does not apply to any resultant sudden and **accidental loss** to separate **insured property** or to other parts of the same **insured property** arising from the above.

5.7 Cyber

This policy does not insure any **loss**, in connection with any:

1. **cyber act** or **cyber incident**, including any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**, or
2. loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** or **software**, including any amount relating to the value of such **data**.

Exclusion 5.7 (1) will not apply to **accidental loss** to **insured property** directly caused by any of the following:

- (a) theft or forcible entry;
- (b) storm, windstorm, hail, tornado, cyclone, hurricane;
- (c) fire, lightning or explosion;
- (d) earthquake, volcano activity or tsunami;
- (e) flood, freeze or weight of snow;
- (f) aircraft impact or vehicle impact or falling objects;
- (g) water damage;
- (h) loss of or damage to refrigerated goods due to a change in temperature.

Provided that there is no cover where such loss is directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with a **cyber act**.

5.8 Damage to machinery

This policy does not insure any **machinery breakdown** of a **machine**. This does not apply:

- (a) where sudden and **accidental loss** covered under this policy (or that would have been covered if the property was insured under this policy) occurs completely outside the **machine** resulting in the **machinery breakdown** occurring. However, this proviso does not apply to **machinery breakdown** resulting directly or indirectly from any:
 - (i) error in: setting, programming or operating the **machine**, or
 - (ii) **stock** or part of the **machine** being drawn into the **machine**, or
 - (iii) failure to service or maintain the **machine** correctly, or
- (b) to resultant sudden and **accidental loss** to other parts of the **machine** that is not **machinery breakdown**, or
- (c) to the cover provided by 4.2 'Refrigerated goods'.

5.9 Damage to boilers and pressure vessels

This policy does not insure the cost of repairing or replacing any part of a boiler or **pressure vessel** that suffers **loss** through:

- (a) explosion, overheating, rupture, bursting or collapse (but not pressure caused by chemical explosion), or
- (b) overheating, cracking or leaking.

This exclusion does not apply to any resultant sudden and **accidental loss** to other parts of the boiler or **pressure vessel** arising from the above.

5.10 Natural disaster

This policy does not insure **natural disaster damage** other than cover provided by 4.1 'Natural disaster cover'.

5.11 Nuclear

This policy does not insure **loss** in connection with:

- (a) ionising radiation or contamination by radioactivity from:
 - (i) any nuclear fuel, or
 - (ii) any nuclear waste from the combustion or fission of nuclear fuel.
- (b) nuclear weapons material.

- 5.12 Production processes** This policy does not insure **loss** to **insured property** while undergoing any **production process** where any part of that **production process** (including any **accidental** modification of the process) causes or contributes towards the **loss** in any way.
- 5.13 Sanctions** **We** will not pay any claim when the payment would contravene:
- (a) any sanction, prohibition, or restriction under United Nations resolutions, or
 - (b) the trade or economic sanctions, laws or regulations of New Zealand, Australia, United Kingdom, the United States of America or the European Union.
- 5.14 Seepage, pollution and contamination** This policy does not insure **loss** in connection with seepage, pollution or contamination except if the seepage, pollution or contamination results from sudden and **accidental loss to insured property**, which is otherwise covered under this policy.
- 5.15 Terrorism** This policy does not insure **loss** in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.
- 5.16 War** This policy does not insure **loss** in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

6. How we will pay

- 6.1 Basis of settlement** **We** will indemnify **you** using whichever of the following options **we** choose:
- (a) where **insured property** is lost or **destroyed**: pay **you** the cost to replace the **insured property** with property of a similar condition, age and specification, as it was in, immediately prior to the **loss**, or
 - (b) where **insured property** is physically damaged but not **destroyed**: pay **you** the cost to repair the **loss** to the damaged part of the **insured property**, as nearly as possible, to the condition it was in immediately prior to the **loss**, or
 - (c) pay **you** an amount equal to the indemnity value of the lost or damaged part of the **insured property**.
- However, if the item of **insured property** is under two years of age at the time of the **loss** and **you** supply **us** with sufficient evidence of the item's age, **we** will indemnify **you** using whichever of the following options **we** choose:
- (i) where **insured property** is lost or **destroyed**: pay **you** the cost to replace the **insured property** to a condition substantially the same as its condition when new, or
 - (ii) where **insured property** is physically damaged but not lost or **destroyed**: pay **you** the cost to repair the **loss** to the damaged part of the **insured property** to a standard that is reasonably equivalent to its condition and relative quality when new, but without necessarily reproducing it exactly.
- 6.2 Basis of settlement: Certain types of property** The method of indemnity for the following types of **insured property** will be as follows, regardless of any basis of settlement shown in the **schedule** to the contrary.
- Data**
For **loss** to **data**, **we** will pay the cost of blank media plus the cost of copying the **data** from back-up or from originals of a previous generation.
These costs will not include research and engineering, nor any costs of recreating, gathering or assembling the **data**.
If the media is not repaired, replaced or restored, **we** will pay the cost of blank media. However, **we** do not cover the value of the **data** to **you**, even if the **data** cannot be recreated, gathered or assembled.
- Software**
For **loss** to **software**, **we** will pay the reasonable cost of restoring, re-setting or re-programming the **software** that is necessary to operate any electronic equipment or **machine** insured under this policy.
- Stock**
For **loss** to **stock** that is not **customers' goods**, **we** will indemnify **you** by one of the following methods:
- (a) for raw materials, supplies and other merchandise not manufactured by **you**:
 - (i) the replacement cost at the time of replacement, provided that the replacement is carried out within a reasonable period of time, or
 - (ii) if this property is not replaced, the market value of it at the time and place of the **loss**.
 - (b) for materials in the process of manufacture: the replacement cost of the raw materials and the cost of labour and other overhead charges expended at the time of the **loss**.

- (c) for finished goods: the replacement cost of the raw materials and the cost of labour and other overhead charges expended before any allowance for profit, or the cost of re-stocking these goods, whichever is the lesser.

For **loss to stock** that is **customers' goods**, **we** will at **our** option pay:

- (a) the indemnity value of the **customers' goods**, or
- (b) the cost to repair the **customers' goods**, as near as reasonably possible, to the condition they were in immediately prior to the **loss**.

7. What we will pay

- 7.1 Maximum amount payable** The most **we** will pay during an **annual period** for **contents, stock** or any individually specified item of **insured property** is the corresponding sum insured shown in the **schedule** for **contents, stock** or that item as applicable.
- However, the most **we** will pay for all **insured property** during an **annual period** is the 'Total sum insured' shown in the **schedule**.
- 7.2 Reinstatement of sum insured once repaired/replaced** The sum insured will only be reinstated once the repair or replacement of the **insured property** that suffered the **loss** has been completed.
- The sum insured will not reinstate following any claim arising from **natural disaster damage** unless **we** have agreed to the reinstatement in writing.
- We** may ask **you** to pay an additional premium for any reinstatement of the sum insured.
- 7.3 Sub limits** If any sub limit in this policy is higher than the maximum amount payable for the applicable **insured property** as shown in the **schedule**, the sub limit does not apply and the most **we** will pay is the maximum amount payable.
- 7.4 Customers' goods** The most **we** will pay for **customers' goods** during an **annual period** is \$20,000 unless a different amount for **customers' goods** is shown in the **schedule**.
- 7.5 Excess** The excess shown in the **schedule** will be deducted from the amount payable for each **event**.
- Where an **event** occurs over a period of more than 72 consecutive hours, one excess will be deducted for every 72 consecutive hour period.
- 7.6 One excess** If a single **event** causes sudden and **accidental loss** to tangible property that **you** insure with **us** under more than one policy, only one excess will apply, being the highest applicable individual policy **excess**. This does not apply to any **natural disaster damage**.

8. Claims conditions

Your obligations

- 8.1 Advise us** If **you** become aware of any event that is likely to give rise to a claim under this policy regardless of the anticipated quantum, **you** must contact **us** immediately.
- 8.2 Minimise the loss** **You** must take all reasonable steps to minimise the claim and avoid any further loss or liability arising.
- 8.3 Notify the Police** **You** must immediately notify the Police if **you** suspect criminal activity has occurred.
- 8.4 Provide full information** When making a claim, **you** consent to **your** personal information in connection with the claim being:
- (a) disclosed to **us**, and
 - (b) transferred to the Insurance Claims Register Limited.
- You** must:
- (i) give **us** free access to examine and assess the claim, and
 - (ii) send any relevant correspondence or documents to **us**, and
 - (iii) complete a claim form and/or statutory declaration to confirm the claim if **we** request it, and
 - (iv) provide any other information, proof of ownership or assistance that **we** may require at any time.
- 8.5 Be honest** If **your** claim is dishonest or fraudulent in any way, **we** may:
- (a) decline the claim either in whole or in part, and/or
 - (b) declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.
- This is at **our** sole discretion.

- 8.6 Do not dispose of property** **You** must not destroy or dispose of anything that is or could be part of a claim until **we** have given **you** permission to do this.
- 8.7 Obtain our agreement** **You** must obtain **our** agreement before:
- (a) incurring any expenses in connection with any claim under this policy, or
 - (b) negotiating, paying, settling, admitting or denying any claim against **you**, or
 - (c) doing anything that may prejudice **our** rights of recovery.

Managing your claim

- 8.8 Subrogation** Once **we** have accepted any part of **your** claim under this policy, **we** may assume **your** legal right of recovery. If **we** initiate a recovery **we** will include **your** excess, and any other uninsured **losses** suffered by **you**. Where **we** do this, **you** agree to pay **your** proportional share of the recovery costs, and subsequently the proceeds of the recovery will be shared on the same proportional basis, except that **we** will reimburse **your** excess first.
- You** must fully co-operate with any recovery process. If **you** do not, **we** may recover from **you** the amount paid in relation to the claim.
- 8.9 Recoveries** If any property that **we** have paid a claim for is later found or recovered, **you** must tell **us** immediately and hand it over to **us** if **we** request it. **We** have the right to keep any property that **we** have paid a claim for under this policy, including any proceeds if it is sold.
- 8.10 Reparation** If any person is ordered to make reparation to **you** for **loss** to any property that **we** have paid a claim under this policy for, then **you** must tell **us**. Any payments received, must first reimburse **our** claims payment up to the amount of any reparation received.
- 8.11 Branded stock** For salvage that is branded goods or merchandise, **we** will not dispose of these items by sale unless **you** agree. If **you** do not agree, the value of the salvage will be deducted from any claim payment.

9. General conditions

How we administer this policy

- 9.1 Assignment** **You** may not assign this policy or any interest under this policy without **our** prior written consent.
- 9.2 Cancellation**
- By you
- You** may cancel this policy at any time by notifying **us**. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of insurance**. **You** must pay any outstanding premium due for the expired portion of the **period of insurance**.
- By us
- We** may cancel this policy by giving **you** notice in writing or by electronic means at **your** last known address. **Your** policy will be cancelled from 4pm on the 30th day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of insurance**.
- 9.3 Change of terms** **We** may change the terms of this policy (including the **excess**) by giving **you** notice in writing or by electronic means, at **your** last known address. Unless otherwise specified in the notice the change in terms will take effect from 4pm on the 30th day after the date of the notice.
- 9.4 Currency** Any amounts shown in this policy or in the **schedule** are in New Zealand dollars, unless otherwise specified in the **schedule**.
- 9.5 GST** Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:
- (a) all sums insured exclude GST, and
 - (b) all sub limits exclude GST, and
 - (c) all **excesses** include GST, and
 - (d) GST will be added, where applicable, to claim payments.
- 9.6 Interests of other parties** If **we** are advised of any party having a financial interest over **your insured property**, **we** may pay part or all of any valid claim proceeds to that party to the extent of their interest. This will form part of **our** obligations to **you** under this policy. **You** consent to **us** transferring **your** relevant personal information to that party.
- Any party, who is recorded as having a financial interest under this policy, is not covered by this policy and does not have rights to claim under this policy.
- 9.7 Other insurance** **You** must notify **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy.

This policy does not cover **your** liability or loss at all if it is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

9.8 Premium payment options

You may choose either an annual or a monthly renewable contract.

If **you** have elected a monthly renewable contract, then:

- (a) **you** must pay by direct debit using the Direct Debit Authority **we** require, and
- (b) the policy is for the initial **period of insurance** stated in the **schedule**, and
- (c) the policy will be renewed for further monthly periods of insurance upon receipt of the renewal premium due under the Deduction Authority, and
- (d) the policy terms, including the premium, will be reviewed on the anniversary date stated in the **schedule**.

9.9 Separate insurance

Where the 'Insured' consists of more than one legal entity the word 'Insured' shall apply to each as if a separate policy had been issued to each. However, this does not increase the amount of cover available under this policy.

Laws and Acts that govern this policy

9.10 Disputes about this policy

The law of New Zealand applies to disputes about this policy and the New Zealand Courts have exclusive jurisdiction.

9.11 Legislation changes

Any reference to any Act of Parliament or subordinate rules referred to in this policy includes any amendments made or substitutions to that law.

9.12 Insurance Law Reform Acts

The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Act 1977 and Insurance Law Reform Act 1985.

Your obligations

9.13 Comply with the policy

You (and any other person or entity **we** cover) must comply with the conditions of this policy at all times. If:

- (a) **you**, or
- (b) any other person or entity covered under this policy, or
- (c) anyone acting on **your** behalf,

breaches any of the terms and/or conditions of this policy, **we** may:

- (i) decline the claim either in whole or in part, and/or
- (ii) declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist.

9.14 True statements and answers

True statements and answers must be given, whether by **you** or any other person, when:

- (a) applying for this insurance, and/or
- (b) notifying **us** regarding any change in circumstances, and/or
- (c) making any claim under this policy, and communicating with **us** or providing any further information regarding the claim.

9.15 Reasonable care

You must take reasonable care at all times to avoid circumstances that could result in a claim. **Your** claim will not be covered if **you** are reckless or grossly irresponsible.

9.16 Change in circumstances

You must tell **us** immediately if there is a material:

- (a) increase in the risk insured, or
- (b) alteration of the risk insured.

Once **you have** told **us** of the change, **we** may then cancel or alter the premium and/or the terms of this policy.

If **you** fail to notify **us** about a change in the risk insured, **we** may:

- (i) declare this policy unenforceable, and/or
- (ii) decline any subsequent claim either in whole or in part.

These actions will be taken from the date **you** knew, or ought to have known, of the increase or alteration in the risk insured.

For avoidance of any doubt, information is 'material' where we would have made different decisions about either:

- (i) *accepting your insurance, or*
- (ii) *setting the terms of your insurance,*

if we had known that information. If in any doubt, notify us anyway.

10. Definitions

The definitions apply to the plural and any derivatives of the bolded words. For example, the definition of 'accident' also applies to the words 'accidentally', 'accidental' and 'accidents'.

accident	Unexpected and unintended by you .
act of terrorism	<p>Any act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:</p> <ul style="list-style-type: none">(a) involves violence against one or more persons, or(b) involves damage to property, or(c) endangers life other than that of the person committing the action, or(d) creates a risk to health or safety of the public or a section of the public, or(e) is designed to interfere with or disrupt an electronic system.
annual period	<p>The period of insurance. However, if:</p> <ul style="list-style-type: none">(a) you pay the premium monthly, or(b) the period of insurance is for more than 12 months, <p>the annual period is the current 12 month period calculated consecutively from the date this policy first started.</p>
application	The information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us . It also includes any subsequent information you provide us with.
business day	The days your business usually operates.
communicable disease	<p>Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ul style="list-style-type: none">(a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and(b) the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and(c) 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 computer, hardware, software , communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller and including any similar system or configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
computer virus	A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to 'Trojan Horses', 'Worms' and 'Time or Logic Bombs'.
contents	<p>Machinery, plant, tools and chattels, provided that they are:</p> <ul style="list-style-type: none">(a) owned by you (including joint ownership with others), or(b) leased, hired or borrowed by you. <p>Contents does not include stock or employee's property.</p>
customers' goods	<p>Property, other than a building, that:</p> <ul style="list-style-type: none">(a) is owned by your customers, and(b) is in your temporary possession or temporary legal control in the course of your business activities. <p>Customers' goods does not include contents.</p>

cyber act	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system .
cyber incident	Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system , or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system .
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 .
destroyed	So physically damaged by an insured loss that the property, by reason only of that loss , cannot be repaired or the cost of repair is uneconomic.
event	Any one event or series of events arising from one source or original cause.
fully enclosed trailer	A fully enclosed road trailer with rigid walls constructed of steel, aluminium, fibreglass or the like. All openings or hatches must be secured with a purpose-built locking mechanism or padlock. An enclosure constructed of chainmesh or soft fabric/plastic materials and the like does not meet the required criteria to be considered a fully enclosed trailer.
fusion	The process of fusing or melting together of windings or wiring following damage to the insulating material as a result of overheating.
immediately preceded by	The event occurring in sequence immediately prior to the loss . <i>If there is a chain of events, this will be the last event occurring immediately prior to the loss.</i>
insured property	Tangible property shown in the schedule within the following categories: (a) contents , and (b) stock , and (c) any other tangible property listed. Data and software are deemed to be tangible property.
loss	Physical loss or physical damage occurring during the period of insurance .
machine	Any device that: (a) converts and directs motion or energy, and/or (b) performs any electronic process, including any protective component connected with that device.
machinery breakdown	(a) any mechanical, hydraulic, electrical or electronic: (i) breakdown or failure, or (ii) cessation of function, or (iii) malfunction, or (iv) derangement, or (b) fusion of any nature.
money	Any of the following, where they are associated solely with your business operations: (a) current coin, bank and currency notes, (b) cheques and travellers' cheques, (c) bank drafts and money orders, (d) phone cards, (e) unused postage and revenue stamps, (f) credit card vouchers, redeemable vouchers and tokens, (g) franking machine credits, (h) other tangible negotiable instruments. <i>For example, promissory notes or bills of exchange.</i>
natural disaster damage	Sudden and accidental loss that results directly or indirectly from earthquake, subterranean fire, volcanic activity, tsunami, geothermal activity, hydrothermal activity, or fire caused by any of these.

period of insurance	The period shown in the schedule , that specifies the start and end dates of this insurance contract.
pressure vessel	The parts of any insured property or vessel that during ordinary use are subjected to either generated fluid pressure or vacuum, including: <ul style="list-style-type: none"> (a) all integral parts, and (b) controls, and (c) systems (other than systems forming part of a building or structure).
production process	Any process of producing, making, treating or servicing goods.
refrigerated stock	Perishable goods and/or their containers/packaging that are kept in a refrigerated storage chamber.
regulations	Building regulations or other regulations that are: <ul style="list-style-type: none"> (a) made under, or (b) framed pursuant to, any Act of Parliament or any local authority regulation or by-law.
schedule	The latest version of the schedule we issued to you for this policy.
software	Programs, procedures and routines associated with the operation of electronic or electromagnetic data processing or electronically controlled equipment including any operating system.
stock	Any of the following: <ol style="list-style-type: none"> 1. Stock and materials in trade provided that they are: <ul style="list-style-type: none"> (a) owned by you (including joint ownership with others), or (b) in your temporary possession in the course of your business activities. 2. Customers' goods.
storage container	Any fully enclosed: <ul style="list-style-type: none"> (a) shipping container or similar, or (b) portable shed or similar structure, or (c) non-portable container, such as a metal or wooden container that has been built into or secured to a vehicle.
we	State, a business division of IAG New Zealand Limited. We may also use the words 'us', 'our' or 'company' to describe State.
you	The person(s) or entity named in the schedule as 'Insured'. We may also use the word 'Insured' to describe you .

Mobile Business Assets Insurance

Copyright (2021) IAG New Zealand Limited

state.co.nz

State has relationships with insurance intermediaries who issue our policies. State is a business division of IAG New Zealand Limited. IAG New Zealand Limited pays remuneration to insurance intermediaries when they issue State policies, and when these policies are renewed or varied. This policy document is subject to copyright.

Form no: **SI6732/4** Issued: **October 2021**

