

This Policy is provided to you by  
Provident Insurance Corporation Limited,  
Takapuna Beach Centre, Level 1, 61 Hurstmere Rd,  
Takapuna, Auckland 0622, New Zealand.  
Email: [info@providentinsurance.co.nz](mailto:info@providentinsurance.co.nz)  
Phone: 0800 676 864



# MOBILE PHONE MATERIAL DAMAGE **INSURANCE**

provident  insurance



## MOBILE PHONE POLICY

Subject to the terms of Your Policy, and payment to Provident of the premium set out in the Schedule, if, during the Period of Insurance specified in the Schedule, the Insured Property is Destroyed, Damaged or Lost, Provident will indemnify You in accordance with the Basis of Settlement.

### DEFINITIONS

#### *AUTHORISED RETAILER*

The "Authorised Retailer" is the retailer from which You purchased the Insured Property and Your Policy.

#### *BASIS OF SETTLEMENT*

The "Basis of Settlement" is the method for calculating the indemnity payable to You by Provident under Your Policy in the event the Insured Property is Damaged, Destroyed or Lost, as set out in clause 1.

#### *DAMAGED*

Insured Property is "Damaged" if You can show that the appearance, condition or function of the Insured Property has been impaired by accidental physical means.

#### *DESTROYED*

Insured Property is "Destroyed" if You can show the Insured Property is damaged beyond economic repair by accidental physical means.

#### *DEDUCTIBLES*

The "Deductibles" applicable to Your Policy are set out in the Schedule and represent the sum you are required to contribute towards the cost of each and every claim made under Your Policy

#### *INSURED PROPERTY*

The "Insured Property" is the mobile phone(s) described in the Schedule including, as applicable, sim cards, battery chargers (if contained in the original package of the mobile phone) but not including any external accessories (except for any protective cases enclosing the Insured Property at the time a claim arises under Your Policy).



### *LOST*

The Insured Property is "Lost" if it is no longer in Your physical possession due to an unforeseen and unintended event outside Your control and cannot be located after a reasonable search by You. Insured Property will not be considered "Lost" if its absence is the result of a cause or circumstance excluded in Your Policy.

### *PERIOD OF INSURANCE*

The "Period of Insurance" is the time period beginning on the date appearing on the Schedule and ending on the conclusion of the period of time specified in the Schedule.

### *PROVIDENT*

References to "Provident" in Your Policy means Provident Insurance Corporation Limited.

### *SCHEDULE*

"Schedule" means the most recent version of the Schedule issued to you at the time you purchase the Insured Property, containing important information about Your Policy, including a description of the Insured Property, the Period of Insurance, and the cost of the premium. The Schedule may be supplied in the form of a tax invoice.

### *YOU*

"You" means the persons or entities named in the Schedule.

### *YOUR POLICY*

"Your Policy" includes this policy wording, the Schedule, and any other documents provided to You by Provident, including through third parties, where such documents are expressed as forming part of Your Policy.




## 1. BASIS OF SETTLEMENT

- 1.1. If the Insured Property is Destroyed or Lost, subject to clause 1.3, Provident shall procure the replacement of the Insured Property, less any applicable Deductibles.
- 1.2. If the Insured Property is Damaged, subject to clause 1.3, Provident shall, at its option:
  - (a) arrange the repair or replacement of the Insured Property; or
  - (b) pay the cost of repair or replacement of the Insured Property,less any applicable Deductibles, provided Provident shall not be required to repair the Insured Property exactly or completely, but only as circumstances permit and in a reasonably sufficient manner.
- 1.3. Provident's liability shall not exceed the cost of replacing the Insured Property with a new item or items either the same or equivalent to the Insured Property.
- 1.4. All repairs or replacements shall be made by the Authorised Retailer where reasonably practicable.
- 1.5. If for any reason a repair or replacement under Your Policy cannot be completed by the Authorised Retailer, Provident shall select the nearest equivalent provider of the services offered by the Authorised Retailer to complete the repair or replacement.
- 1.6. If there is any dispute between Provident and You as to the market value of the Insured Property at the time of Destruction or Loss, or as to an equivalent replacement, Provident shall have the ability to refer the question to the Authorised Retailer to be determined and the Authorised Retailer's view shall be binding.

## 2. EXCLUSIONS

- 2.1. Your Policy does not cover You for:
  - 2.1.1. Any Damage, Destruction or Loss covered under any guarantee, warranty or undertaking (express or implied), including any guarantee or warranty under the Consumer Guarantees Act 1993.
  - 2.1.2. The applicable Deductibles.

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- 2.1.3. The cost of replacing component parts of Insured Property (including batteries) worn out through normal use or gradual deterioration, except for batteries which require replacing as a consequence of an event covered by Your Policy.
  - 2.1.4. Replacement of accessories that are not included under Insured Property.
  - 2.1.5. Theft or attempted theft of the Insured Property whilst it is unattended unless the Insured Property is either:
    - a. In a locked vehicle and out of sight; or
    - b. At a secure location and reasonably safeguarded against theft.
  - 2.1.6. The Insured Property becoming Lost whilst it is on hire, rental, lease, or loan to any person other than You except where You have notified Provident or the Authorised Retailer that You have purchased the Insured Property, in the usual course of your business, for use by individuals within your organisation (such as employees or students) and the Insured Property has been Lost by such individual.
  - 2.1.7. Damage as a result, or during the course, of air travel or sea unless the items are carried as personal cabin baggage.
  - 2.1.8. Damage directly or indirectly caused by or arising from or in consequence of or contributed to by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war rebellion, revolution, insurrection, military or usurped power, or requisition or destruction of or damage to property by or under the order of any Government of Public or Local Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act of confiscation or nationalisation.
  - 2.1.9. Nuclear weapons material.
  - 2.1.10. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this clause 2.1.9 only, combustion shall include any self-sustaining process of nuclear fission.
  - 2.1.11. Media failure or breakdown or malfunction of the processing system including operator error or omission.
  - 2.1.12. Damage or Destruction occasioned by or happening through:



- a. Moth, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature or expose to light or darkness, evaporation, disease, inherent vice or latent defect, adjusting, testing or servicing operations, loss of weight, change in flavour, texture or finish, smut or smoke from industrial operations;
- b. Mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement or recalibration; or any machine or electrical and/or electronic device and/or damage to goods maintained in a temperature controlled environment where which loss or damage arises directly out of mechanical, hydraulic or electrical and/or electronic breakdown to the temperature controlled equipment, provided that this exclusion shall not apply if Damage is caused by or arises out of a power surge;
- c. Wear, tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making;
- d. Error or omission in design, plan or specification or failure of design or during testing;
- e. Faulty materials or faulty workmanship;
- f. Recovery or repossession of the Insured Property for any reason whatsoever;
- g. Fraud or dishonest acts by You or any of Your employees acting alone or in collusion with any other person or persons, embezzlement including forgery, erasure and counterfeiting including fraudulent misappropriation by electronic means;
- h. Clerical or accounting errors;
- i. Shortage in the supply or delivery of materials to or from You; and
- j. Consequential loss of any kind (except as contemplated in clause 2.1.3 in respect of batteries), including but not limited to Your data, or data, text or call charges as a result of unauthorised use.

2.1.13. Any accessories external to the Insured Property.

2.1.14. Any Damage, Destruction or Loss occurring outside of New Zealand.

2.1.15. Any Damage, Destruction or Loss occurring as a result of Fire.


### 3. CANCELLATION

- 3.1 Provident may cancel Your Policy at any time by giving You 7 working days' written notice of cancellation at Your last known address.
- 3.2 You may cancel Your Policy at any time by giving Provident or the Authorised Dealer 7 working days' written notice at either party's address last specified in writing.
- 3.3 Your premium will be refunded to You on a pro rata basis from the date that cancellation becomes effective provided the refundable premium is no less than NZ\$25 and no claim has been made under Your Policy.

### 4. CONDITIONS

#### *Notice of claims*

- 4.1. On the happening of any event which might give rise to a claim under Your Policy, You must:
  - a. Notify Provident as soon as possible, and complete a claim form;
  - b. Take all reasonable steps to minimise Damage and Destruction;
  - c. Preserve all parts of the Insured Property and, if requested by Provident, let Provident inspect it;
  - d. Provide Provident with all of the relevant information and documentary evidence that Provident may reasonably require; and
  - e. Notify the Police in the event of any crime.
- 4.2. Provident will inspect the Insured Property within 7 working days of You notifying a claim under Your Policy and inform You of next steps to be taken (including whether the Insured Property is to be repaired or replaced) within a further 5 working days.
- 4.3. If You continue to use your Insured Property while it is Damaged, and Your continued use causes further Damage, Provident will only be liable to the extent of Damage sustained prior to such continued use.

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- 4.4 If You make any repairs or alterations without Provident's approval, Provident may reduce the claim or refuse to pay it.

#### *Restoration of insurance*

- 4.5 If the Insured Property is Damaged, the amount of cover will be automatically restored twice, meaning You will be able to make three claims in total under Your Policy. Cover under Your Policy ends when a claim is paid for Lost or Destroyed Insured Property.

#### *Preventing Loss*

- 4.6 You must at your own expense take all reasonable precautions to prevent Damage, Destruction or Loss and comply with Your legal requirements and manufacturers' recommendations relating to safeguarding and operating the Insured Property.

#### *Transfer of Your Policy*

- 4.7 You cannot transfer or assign Your Policy to someone else without Provident's prior written consent.

#### *Fraud*

- 4.8 If any claim made under Your Policy is fraudulent in any way, or if You or anyone on Your behalf or with Your permission willfully Damages or Destroys the Insured Property, then Provident can refuse to pay the claim, without prejudice to any other rights Provident may have under Your Policy or at law.

#### *Provident's right to inspection*


- 4.9 Provident and its agents have the right to inspect the Insured Property at all reasonable times.

#### *Geographical limit*

- 4.10 Your Policy only covers Insured Property domiciled in New Zealand and losses incurred in New Zealand including during any movement of the Insured Property by You.

#### *Subrogation*

- 4.11 In the event of a failure covered by Your Policy, Provident is entitled to become subrogated to Your rights of recovery or indemnity from any other person or corporation, (except the Authorised Retailer), and You must, at Provident's expense do and concur in doing so and permit to be done



anything reasonably required by Provident for the purpose of enforcing that right. You must comply with this condition when required, whether before or after having been indemnified by Provident.

## **5. INSURER FINANCIAL STRENGTH RATING**

This Insurance is provided to You and underwritten by Provident Insurance Corporation Limited.

The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current Financial Strength Rating given by an approved rating entity. Provident Insurance Corporation Limited has a Financial Strength Rating of B as provided by rating agency AM Best.

The rating scale is: A++ or A+ Superior, A or A- Excellent, B++ or B+ Good, B or B- Fair, C++ or C+ Marginal, C or C- Weak, D Poor, E Under Regular Supervision, F In liquidation, S Suspended

## **6. PRIVACY ACT 1993**

In accordance with the Privacy Act 1993, Provident collects Your personal information that is necessary for this insurance. The information will be held by Provident Insurance Corporation Limited, Takapuna Beach Centre, Level 1, 61 Hurstmere Rd, Takapuna, Auckland 0622, New Zealand. the dealer and these entities' agents.

If You do not provide the necessary relevant information, cover may be declined or Your Policy may be avoided. Individuals have a right to access to and correct their personal information subject to the Privacy Act 1993.

## **7. CLAIMS PROCESS**

To make a claim you must contact

Provident Insurance

Phone: 0800 676 864; or

Email: [ewclaims@providentinsurance.co.nz](mailto:ewclaims@providentinsurance.co.nz)



## 8. COMPLAINTS

If You have a complaint about any aspect of this Policy, please follow these steps:

First, contact one of Provident's customer representatives on 0800 676 864.

If a customer representative cannot resolve the matter, You may make a formal written complaint by post or email to Provident's internal Complaints Handling Service at:

Attention: Internal Complaints Handling Service

Provident Insurance Corporation Limited

PO Box 33 743

Auckland 0740

Email: [info@providentinsurance.co.nz](mailto:info@providentinsurance.co.nz)

## 9. FAIR INSURANCE CODE

As a member of the Insurance Council of New Zealand, Provident must comply with the Fair Insurance Code, which set service standards for insurance companies. Provident has certain responsibilities to You, such as acting fairly and openly in all its dealings with You, and giving You clear information when You make a claim.

You may at any time request a copy of the Fair Insurance Code from Provident.



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