



Lloyd's Insurance Policy

This Insurance is effected with certain Underwriters at Lloyd's, London under a binding authority agreement with unique market reference (UMR) B0775RCB38725.

This Policy is issued in accordance with the limited authorisation granted to the Coverholder by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Coverholder (such Underwriters being hereinafter called "Underwriters" or "Insurer") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read this Policy, and if it is not correct, return it immediately to the Coverholder for appropriate alteration, at the address listed in the Schedule.

In consideration of Your payment of the premium and Your promise to perform all of the responsibilities set forth in this Policy; in reliance upon the information and statements contained in the application; and subject to the terms, conditions, Sum Insured, Exclusions and all other provisions of this Policy, We agree to provide You with the insurance coverage described herein.

Any terms in this Policy beginning with capital letters are defined in Section IV of this Policy.

I. What this Policy covers

This policy provides cover for property damage and other expenses arising out of an Earthquake Event only. It will pay You an amount to help You with cash flow for those expenses which You are unable to recover from other insurance policies You may have such as homeowners, renters, contents, business insurance or from Natural Hazards Commission Toka Tū Ake. It does not replace or duplicate the cover provided by those policies.

Subject to all the terms, conditions and limitations of this Policy, We agree to pay You in accordance with the Sum Insured determined by Section II of this Policy if:

1. There is an Earthquake Event;
2. The Address is subjected to shaking with a Peak Ground Velocity (PGV) of at least 20 centimetres per second due to the Earthquake Event, as determined on the basis of Data from the Nearest GeoNet Sensor; and
3. You suffer a Covered Loss; and
4. You complete the Loss Declarations required under Section II

II. How much We will pay You

Your Sum Insured is shown on Your Schedule. The amount We will pay to You following an Earthquake Event will be calculated as follows:

| Highest PGV measured at Your Nearest GeoNet Sensor at any time during the Earthquake Event: | Less than 20cm/sec | Equal to or greater than 20cm/sec but less than 25cm/sec | Equal to or greater than 25cm/sec but less than 30cm/sec | 30cm/sec or higher |
|---|--------------------|--|--|--------------------|
| The amount We will pay to You as a percentage of the Sum Insured shown on Your Schedule: | 0% | 10% | 40% | 100% |

If You suffer more than one Earthquake during a single Earthquake Event period (being 168 hours starting at the time of the first Earthquake which exceeds 20cm/s at Your Nearest GeoNet Sensor) We will pay You based on the highest PGV recorded at Your Nearest GeoNet Sensor during that Earthquake Event. If the highest PGV occurs after the one which triggered Your initial claim, We will send You another claim message and You will be required to complete a new Loss Declaration for the higher payment amount.

You are entitled to claim for more than one Earthquake Event which may occur during the Policy Period, but the absolute maximum amount We will pay You for all Earthquake Events in the Policy Period is the Sum Insured shown on Your Schedule. We will not pay You more than that amount during the Policy Period regardless of the number of Earthquake Events.

How to submit a claim

In order to receive payment following an Earthquake Event, You must complete the Loss Declaration Procedure by responding to messages initiated by Bounce Insurance Limited (“Bounce”), or alternatively, by contacting Bounce directly if You are unable to receive the messages from Bounce. This process will only start once Data for the Earthquake Event is released by GeoNet, which may take a few days. It is Our goal to have valid claims paid within 5 working days of You providing us with Your completed Loss Declarations and bank details. Please note that this is dependent on Us being able to complete the payment to Your bank, which may be disrupted by damage outside of Our control. We will always ensure that We pay You as soon as it is physically possible for Us to do so.

To receive payment, You must as soon as reasonably practicable complete the Loss Declaration which confirms:

- 1) That you have a Legal Interest in the Address at the Earthquake Event Time, and
- 2) You have suffered a Covered Loss resulting from the Earthquake Event, and
- 3) That to the best of your knowledge and belief the Covered Loss will be equal to or more than the amount We will Pay You as defined in Section II.

If You are unable to confirm Loss Declaration number 3 because you do not believe that your Covered Loss will be equal to or more than the amount We will Pay You as defined in Section II, please get in contact with Bounce. They will arrange a partial payment of the amount that You reasonably expect to incur based on Your knowledge and belief at that time. If Your actual Covered Loss ends up being more than You originally believed it would be, We will then make additional payments up to a maximum of the amount as defined in Section II.

We will, at Our discretion, conduct an audit of a selected number of claims after an Earthquake Event. If Your claim is selected for audit You will be notified by Us within 90 days of the date that Your claim was paid. You will be required to provide sufficient evidence to demonstrate that the statements made in Your Loss Declaration were correct, and that your Covered Loss was actually equal to or more than the amount We had paid You. To support this audit, You should retain any relevant receipts or photographs You need to support Your claim. These must be sent to Us within 60 days of Our request.

If You fail to provide sufficient evidence to demonstrate that the Loss Declaration made by You was correct, We will adjust the claim in accordance with the evidence provided and You will be required to pay Us back any claim amounts already paid by us in excess of the adjusted amount.

We will issue any payments solely to the Insured as stated in the Schedule.

III. How to make a complaint

Stage One

In the first instance, any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to Bounce ("the Coverholder") or to the administrator handling Your claim in the first instance – in most cases this will resolve Your grievance. You can contact Bounce at support@bounceinsurance.co.nz or by completing out [contact form](#) on our website.

They will respond to Your complaint within 10 business days provided They have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, They will agree to reasonable alternative timeframes with You. You will also be kept informed of the progress of Your complaint.

Stage Two

In the unlikely event that this does not resolve the matter or You are not satisfied with the way Your complaint has been dealt with, You should contact:

Lloyd's Underwriters' General Representative in New Zealand

Mr Scott Galloway
c/o Hazelton Law
PO Box 5639
Wellington New Zealand
+ 64 4 472 7582 idrnz@lloyds.com

When You lodge your dispute with us, we will usually require the following information:

- Name, address and telephone number of the policyholder;
- Details of the policy concerned (policy and/or claim reference numbers, etc);
- Details of the insurance intermediary through whom the policy was obtained;
- Reasons why You are dissatisfied;
- Copies of any supporting documentation You believe may assist us in addressing Your dispute appropriately.

Following receipt of Your complaint, You will be advised whether Your dispute will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to You:

- Where Your complaint is eligible for referral to the Insurance & Financial Services Ombudsman (IFSO), Your complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with Your dispute.
- Where Your complaint is not eligible for referral to the IFSO, Lloyd's Australia will refer Your complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK Financial Ombudsman Service, who will review Your complaint and will liaise directly with You.
- For all other matters You will be advised of what other avenues may be available to You.

How Long Will the Stage Two Process Take?

Your complaint will be acknowledged in writing within 5 business days of receipt, and You will be kept informed of the progress of our review of Your complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your complaint within 10 business days of receipt, provided we have received all necessary information and have completed any investigation required.

If the matter cannot be resolved at stage two and/or it has been more than two months since the complaint was made, You will be advised of the reasons for this via a 'deadlock' letter and advised of Your right to elevate the matter to IFSO.

External Dispute Resolution

If Your complaint is not resolved in a manner satisfactory to You or we do not resolve Your complaint within two months of receiving it at Stage 1, You may refer the matter to IFSO. IFSO can be contacted by post PO Box 10-845, Wellington, phone 0800 888 202 or +64 4 499 7612, email info@ifso.nz or via their website www.ifso.nz.

IFSO is an independent body that operates nationally in New Zealand and aims to resolve disputes between You and Your insurer. Your dispute must be referred to IFSO within 3 months of the date of our deadlock letter. Determinations made by IFSO are binding upon us.

Clients not eligible for referral to IFSO, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to You.

You can contact Lloyd's in the UK at:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN
+44 (0)20 7327 5693 complaints@lloyds.com

IV. Definitions

1. “Address” is the address as stated in the Schedule, of the physical location at which the Insured has a Legal Interest and which may be revised via a request submitted through Your account management on the Bounce website.
2. “Bounce” is the Coverholder whose full name is Bounce Insurance Limited, (support@bounceinsurance.co.nz, www.bounceinsurance.co.nz, or 0508 268623 (BOUNCE))
3. “Coverholder” means the entity listed in the Schedule who is authorised by the Underwriter to enter into contracts of insurance underwritten by the Underwriter and authorised under a binding authority agreement as if it were the Underwriter. The Coverholder does not act on Your behalf. This policy is underwritten by certain Underwriters at Lloyd’s.
4. “Covered Loss” means the Insured’s financial losses and additional expenses resulting from an Earthquake Event affecting the Address and which are unrecoverable from any other contract of insurance. These financial losses include, but are not limited to:
 - (a) if You are an individual: property damage, including damage to common areas within a common interest development; damage to personal possessions; incidental expenses such as professional and technical advice, increased childcare and eldercare costs, food spoilage, mental wellbeing support, transportation expenses; loss of income; temporary housing costs or other living expenses;
 - (b) if You are a business entity: property damage including damage to property for which You are legally liable; damage to business personal property; incidental costs such as relocation expenses, retention of temporary office space, equipment or employees, professional and technical advice, increased costs for services or utilities; and loss of business income;
 - (c) for all Insureds: legal and administrative expenses; loss assessments issued by Your landlord, an association of homeowners or other common interest development, or for which You are otherwise legally liable; and deductibles of other insurance policies.
5. “Data” means the recorded Peak Ground Velocity information released by GeoNet following an Earthquake Event. This may take a short while to be collected and released by GeoNet, and the claims process will only begin once this Data has been published.
6. “Earthquake” means the vibration, sometimes severe, of the earth’s surface (including the ocean bottom) that follows a sudden displacement (predominantly involving movement along a planar fault).
7. “Earthquake Event” is an Earthquake with an Earthquake Event Time within the Policy Period for which GeoNet captures Data. The occurrence of an Earthquake Event will be determined solely and entirely by the Insurer, according to the Data reported by GeoNet. All Earthquake Events meeting the above criteria and occurring within a period of 168 hours starting at the Earthquake Event Time shall be considered a single Earthquake Event.
8. “Earthquake Event Time” is the time and date of the occurrence of an Earthquake which exceeds 20cm/sec at Your Nearest GeoNet Sensor as made available by GeoNet.
9. “Effective Date” is the start date of the Policy Period as stated in the Schedule.
10. “Exclusions” means the conditions or circumstances for which We do not provide coverage or payment and are listed in Section VII of this Policy.

11. “GeoNet” means the collaboration between Natural Hazards Commission Toka Tū Ake and GNS Science which provides Earthquake Data for New Zealand.
12. “Legal Interest” means:
- (a) If the insured Address is a residence, You own it and/or live in it, or
 - (b) If the insured Address is a commercial business, You own the property and/or You own the business operating at the Address, or
 - (c) If the insured Address is a multi-owner building, including but not limited to a group of apartments, You manage it.
13. “Loss Declaration” means the statements made by You during the Loss Declaration Procedure.
14. “Loss Declaration Procedure” means the communication process initiated by Bounce or completion of the form on the Bounce website that You must use to inform Us about any Covered Loss caused by an Earthquake Event.
15. “Meshblock” is the smallest geographic unit for which statistical data is collected and processed by Stats NZ. A Meshblock is defined by a geographic area, which can vary in size from part of a city block to a large area of rural land. Each Meshblock borders on another to form a network covering all of New Zealand.
16. “Nearest GeoNet Sensor” is the strong motion sensor unit used by GeoNet which is closest to the centroid of the Meshblock within which Your Address is located. In the unlikely event that this sensor malfunctions during an Earthquake Event, the next nearest functioning sensor will be used to determine the PGV reading but only once GeoNet have confirmed that no data will be made available from the original Nearest GeoNet Sensor. In the event of a total failure of the GeoNet system, We will use shakemap Data provided by the US Geological Survey to determine PGV levels.
17. “Nuclear Hazard” means any nuclear reaction, radiation, or radioactive contamination, or any consequence of any of these.
18. “Peak Ground Velocity” or “PGV” is a measurement of shaking intensity, specifically, the maximum speed (rate of movement) reached by the earth’s surface (“ground”), caused by the Earthquake. PGV will be determined solely and entirely by the Insurer, according to the Data reported by GeoNet and in accordance with point 16 above. GeoNet publishes publicly-available measurements of PGV and other earthquake intensity measures, for each significant Earthquake Event based on Data from accelerometers and the study of geological structures and soil composition throughout New Zealand.
19. “Policy” means this contract of insurance which provides insurance coverage.
20. “Policy Period” means the period indicated in the Schedule.
21. “Schedule” means the first page of this Policy showing Your name and Address, the amount and type of coverage, the amount of premium You must pay to Us, and the Effective Date of the Policy.
22. “Sum Insured” means amount shown on the Schedule which is the maximum amount We will pay You in an Earthquake Event or Events, as determined by Section II of this Policy.

23. “We”, “Our,” “Us,” “Underwriters,” and “Insurer” mean certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the Coverholder, who are effecting this insurance with You under a binding authority agreement with unique market reference (UMR) B0775RCB38725.

24. “You”, “Your”, and “Insured” refers to the insured person, entity, or organisation listed in the Schedule for this Policy.

V. Cancellation, Nonrenewal and Renewal

1. Cooling off period. You may cancel this Policy for any reason at any time during the cooling off period of 15 working days after purchase by notifying Us of Your intention to do so. You will receive a full refund, provided that You have not made a claim during that period. If You have made a claim, no refund will be made.

2. After the cooling off period, You may cancel the policy at any time by notifying us of your intention to do so, giving Your requested date of cancellation which must not be before the date of notification to us. When this Policy is cancelled by You, the premium for the period from the date of cancellation to the expiration date will be refunded prorata unless a claim has been paid, in which case no refund will be made.

3. We may cancel this Policy only in the event that You fail to pay Your premium. In the event of non-payment, We will let You know that the payment has failed, and give You the opportunity to arrange payment. If You are still unable to complete the payment, We will inform You by email and telephone that Your policy will be cancelled in 15 days. We will also send You a written notification of the date cancellation takes effect. This cancellation notice will be mailed to You at the Address shown in the Schedule. Proof of mailing will be sufficient proof of notice. If You make Your payment at any stage during this process Your policy will be reinstated and the notice of cancellation rescinded.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to Us, We will refund it within 10 working days after the date cancellation takes effect.

5. Nonrenewal. Either party may elect not to renew this Policy by providing written notice to the other. We may do so by delivering to You electronically, or mailing to You at the Address shown in the Schedule, written notice at least 45 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

6. Renewal. Unless You give Us notice of Your intent not to renew the Policy prior to the end of any Policy Period in accordance with Section V.5, We may notify You of Our intention to renew Your policy at the end of each Policy Period in accordance with this Section V by providing You written notice of renewal at least 45 days before the expiration date of this policy.

VI. Fraud or Misrepresentation

We issued this Policy in reliance upon the truth of all representations made by You. If Your claim is dishonest or fraudulent in any way, We may decline Your claim, wholly or partially and, at Our discretion, declare that this policy is void and unenforceable from the date of the dishonest or fraudulent act.

VII. Exclusions

No coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. Manipulation of the GeoNet Data;
2. Any peril or reason other than, not related to, or not arising out of an Earthquake Event as described in this Policy;
3. Any breach or violation of the representations, covenants and consents the Insured provided to the Insurer;
4. Controlled or uncontrolled Nuclear Hazard or any act or condition incidental to any Nuclear Hazard;
5. Declared or undeclared war, acts of terrorism, insurrection, rebellion, revolution, warlike act by a military force or military personnel or any person, destruction or seizure or use for a military purpose, and any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
6. This Policy is a named peril policy, with coverage provided as specified herein, and under no circumstances shall the Insurer be liable for any other loss or injury suffered by the Insured, that directly or indirectly arises (in whole or in part) from any other cause.
7. This Policy will not pay for any bodily injury to You or any other individual(s).
8. Sanctions. This policy requires that no insurer or reinsurer will offer coverage, pay claims, or provide any benefit under this policy if doing so would violate any sanctions, prohibitions, or restrictions from the United Nations, European Union, United Kingdom, or United States
9. This Policy does not provide coverage if the Insured does not have a Legal Interest in the Address at the time of the Earthquake Event.
10. In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by contributed to or arising from:
 - 10.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
 - 10.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

VIII. General Provisions

1. Signature Required. This Policy shall not be valid unless electronically signed by the Coverholder on the attached Schedule.
2. If You cease having a Legal Interest in the Address during the term of this Policy, You must either (a) revise the Address to an Address in New Zealand for which You have a Legal Interest by submitting a request through Your account management on the Bounce website (note that Your premium may increase or decrease as a result), or (b) notify Us that You intend to cancel this Policy in accordance with Section V (any unearned premium will be refunded to You).
3. Coverholder Not Insurer. The Coverholder is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained from the Coverholder. As used in this Policy "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
4. Assignment. The terms and conditions of this Policy are binding upon and will inure to the benefit of the successors and assigns of the parties hereto. This Policy and the rights and obligations hereunder are not assignable to a third party by the Insured without the prior written consent of the Insurer, which consent may be withheld or delayed in the Insurer's sole and absolute discretion.
5. Entire Agreement. This Policy, together with the application You completed to purchase it, contains the full and complete understanding and agreement between You and Us with respect to the subject matter hereof and may only be changed by written endorsement, signed by You and Us.
6. Severability. If any provision of this Policy shall be rendered illegal or unenforceable by the laws, regulations or public policy of any jurisdiction, such provision shall be considered void in such jurisdiction, but this shall not affect the validity or enforceability of any other provision of this Policy or the enforceability of such provision in any other jurisdiction. The Insurer and the Insured shall negotiate in good faith with a view to replacing the void or unenforceable provision with a new provision, valid and enforceable, which preserves the original intention of the parties.
7. Choice of Law. The Policy shall be governed by and construed in accordance with the laws of New Zealand. Any disputes involving this Policy shall be resolved in a New Zealand Court of competent jurisdiction.
8. Headings. The section headings in this Policy are solely for convenience and form no part of the interpretation or the terms and conditions of coverage.

IX. Service of Suit (New Zealand)

The Underwriters hereon agree that:-

- (i) In the event of a dispute arising under this Policy, Underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in New Zealand. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon
Lloyd's General representative in New Zealand
C/- Hazelton Law
Level 29, Plimmer Towers
2-6 Gilmer Terrace
Wellington 6011

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on Underwriters' behalf.

- (iii) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

X. Privacy Policy Statement

We want you to know how We protect the confidentiality of Your personal information.¹ We want You to know how and why We use and disclose the personal information that We have about You. The following describes Our policies and practices for securing the privacy of Our current and former customers. We will always comply with the provisions of the NZ Privacy Act 2020.

Information We Collect

We may collect personal information when You specifically and knowingly provide it to Us through Our Coverholder, Bounce. We will do this when you register an account or submit an application and provide Us your name, address, email address and similar personal information; when You provide Your credit card or other financial information; or when You contact Us with Your name, address, or email address.

You may always choose not to provide personal information, but if You so choose, some or all of the Services may not be available to You including the ability to submit an application.

Note that personal information We collect and Your User content may be stored and processed in New Zealand or any other country in which we or our affiliates, subsidiaries, contractors or agents maintain facilities; by using the Services, you consent to any such transfer of information outside of your country and acknowledge that some of these countries may not have an equivalent level of data protection as New Zealand.

¹ The term "personal information" has the same definition in this document as in the Privacy Act 2020, being "information about an identifiable individual".

Information We Disclose

Except as disclosed in this privacy policy, neither We nor Bounce will share your personal information with any outside parties.

Bounce collect and use the personally identifiable information:

- to provide the Services to you
- to operate, maintain, and improve the Services
- to manage your account, including to communicate with you regarding your account
- to respond to your comments and questions and to provide customer service
- to send information including technical notices, updates, security alerts, and support and administrative messages
- to send you marketing e-mails about upcoming promotions, and other news, including information about products and services offered by us and our affiliates or other third parties. You may opt-out of receiving such information at any time: such marketing emails tell you how to “opt-out.” You may also opt-out by contacting support@bounceinsurance.co.nz. Please note, even if you opt out of receiving marketing emails, we may still send you non-marketing emails. Non-marketing emails include emails about your account with us (if you have one) and our business dealings with you.
- to improve customer experience and train our staff
- to process payments you make via the Services, and
- as we believe necessary or appropriate (a) to comply with applicable laws; (b) to comply with lawful requests and legal process, including to respond to requests from public and government authorities; (c) to enforce our Policy; and (d) to protect our rights, privacy, safety or property, and/or that of you or others.

Confidentiality and Security

Only Our employees and others who need the personal information to service Your account have access to Your personal information. We have measures in place to secure Our paper files and computer systems.

Right to Access or Correct Your Personal Information

You have a right to request access to or correction of Your personal information that is in Our possession.

Contacting Us

If You have any questions about this privacy notice or would like to learn more about how We protect Your privacy, please contact the Coverholder or broker who handled this insurance. You can find more details of the Bounce Privacy Statement on the Bounce website www.bounceinsurance.co.nz.