

C.P.O. Box 3750
AUCKLAND

Telephone 22-952

TV. MAINTENANCE COVER LTD.

(Now being formed)

1st May, 1961.

Dear Sir,

We have the pleasure to announce that the above-mentioned Company is now being formed. This company has as its aim the protection of the present and future owners of Television Installation sets for indemnity against fire theft and all maintenance cost or services required.

Having learned from the experience gained in other countries, especially in the early stages of TV. maintenance and service, we have arranged for the Auckland area only one Service Centre, because we know that these people are experts in the manufacturing and the maintenance of television sets and they will give dependable and reliable service.

We have exclusively appointed for our Maintenance Cover Contracts:

N.Z. Radio & Television Services Ltd.,
Cnr. Khyber Pass and Grafton Rd., Auckland. 'Phone 34-412

There will be only one Standard Maintenance Cover Contract available for the new television sets of proprietary make, custom built sets and sets of an early make are subject to inspection and a surcharge of premium may be required. Provision is also made for short periods.

We have attached proforma forms of the Cover Contract and Conditions for your perusal and we invite you to let us know at your earliest convenience, whether you are interested. Write to P.O. Box 3750 or ring (temporarily) 22-952 for further information.

Yours faithfully,

TV. MAINTENANCE COVER LTD.

PRIVATE AND CONFIDENTIAL

TV. INSTALLATION MAINTENANCE COVER CONTRACT

1st May, 1961

1. Cover Contract Benefits

As set out in the uniform Maintenance Cover Contract Form (see pages 3-8).

2. No Cover Contract may be issued for a longer period than twelve months and 364 days.

3. Short Period Rates

Short Period Rates shall be charged as follows and shall be applied to all Cover Contracts effected or continued for a less term than one year:-

<u>Period</u>	<u>Annual Rate</u>
Not exceeding one week	1/12
Exceeding one week, but not exceeding two weeks	1/8
Exceeding two weeks, but not exceeding one month	1/4
Exceeding one month, but not exceeding three months	1/2
Exceeding three months, but not exceeding 6 months	3/4
Exceeding six months, but not exceeding one year	FULL

No less total premium shall in any case be charged than the minimum provided. Such minimum shall be the amount payable to and retainable by the company for each year of insurance.

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RATES

PER SET

- | | |
|--|------------|
| (a) Full maintenance cover contract provided by the retailer when <u>new</u> TV. set is sold for the first twelve months | £ 10.10. 0 |
| (b) Cover contract renewal for the same set for the next twelve months | 12.10. 0 |
| (c) Further contract renewal for one year for the same set until 36 months after purchase | 15. 0. 0 |
| (d) Fourth renewal of Cover Contract for one year for the same set | 15. 0. 0 |

Notes applicable to Rates a, b, c, and d above:-

- (1) These rates apply only to sets of proprietary make.
- (2) Custom built sets are subject to Inspection and a fee of £1.1.0 before becoming eligible for the above rates.
- (3) A fee of 10/- will be charged for each service call by the Service Centre, if the call made is not in connection with a default of any part, or if any part is removed from the Installation or the Installation is being used contrary to the maker's directions.
- (4) The cover contract can be taken out for one year and 364 days at the combined rates (a) and (b).
- (5) When the set is in any building other than a private dwelling the assessed premium calculated as above is to be increased by 25%.

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WHEREAS the Insured named in the Schedule of this Cover Contract (hereinafter called "the Insured") has applied by a proposal and declaration which the Insured has agreed shall be the basis of this contract and be held as incorporated herein to the Company for the Indemnity hereinafter contained and has paid or agreed to pay to the Company the premium set out in the Schedule as consideration for such Indemnity.

THE COMPANY AGREES (subject to the terms exclusions and conditions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that in respect of the Television Installation set described in the said Schedule the Company will indemnify the Insured against loss or damage and maintenance arising out of an event occurring during the Period of the Insurance while the said Installation set is at the Situation stated in the said Schedule all as hereinafter stated.

SECTION 1

The Company will indemnify the Insured against loss of or damage to the installation set (by fire or theft) and the maintenance of the Installation set.

PROVIDED THAT the Company shall not be liable for loss or damage

- (a) caused by depreciation wear and tear mechanical or electrical breakdown short circuiting electrical failure over-running or excessive electrical pressure;
- (b) to aerials in any form whatsoever described;
- (c) occurring during the erection maintenance repair or dismantling of the Installation or any part thereof;
- (d) caused by the effects of weather or atmospheric conditions other than lightning hail storm or tempest;
- (e) in respect of any Cathode Ray tube valve or other parts whilst such Tube valve or other part is removed from the Installation or is being used contrary to the maker's directions.

PROVIDED FURTHER THAT the Company may at its option pay to the Insured the amount of the loss or damage or may repair reinstate or replace the Installation or any part thereof but in no case shall the Company be liable during any one Period of Insurance for more than the nett cost price less depreciation.

SECTION 2

The Company will indemnify the Insured against the actual breaking or burning out of the Cathode Ray Tube or any other valve or other electrical component of the Installation whilst in use arising from either mechanical

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or electrical defects in the Installation causing sudden stoppage of the function thereof and necessitating repair or replacement before the Installation can resume normal working.

Subject otherwise as to the terms conditions and exclusions of this Cover Contract.

PROVIDED THAT (a) such breakdown occurs within four years from the date of the original purchase as new;
(b) any claim in respect of the said "Cathode Ray Tube, valve or other electrical component" shall be assessed as follows:-

During the period of the Maker's Guarantee but not exceeding twelve months after the original purchase as new at net cost price thereafter at net cost price less 2 per cent of original cost thereof for each month after the expiry of the Maker's Guarantee or twelve months from the date of original purchase as new whichever first occurs and including the reasonable charges necessarily and directly incurred in removing and replacing the defective Cathode Ray Tube valve or other electrical component.

GENERAL EXCLUSIONS

The Company shall not be liable for any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (c) earthquake.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or proceedings, where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Signed on behalf of the Company:

TV. INSTALLATION MAINTENANCE COVER CONTRACT

Agency: _____ Cover Contract No.: _____

THE SCHEDULE

THE COMPANY: Tv. Installation Maintenance Cover Ltd.

The Insured: Name: _____

Address: _____

Occupation : _____

The Installation

Total Sum Insured

The
Insured
Installation

Name of Maker of set: _____

Date of Manufacture: _____

Date of Purchase when new: _____

Size of tube: _____

Date of Purchase when new: _____

£

The
Situation

On the Insured's premises situated _____
_____ occupied as _____ or any
occupied private dwelling in the Dominion of New Zealand
to which the installation is temporarily removed.

From _____ to _____ £. s. d.
at 4 o'clock in the afternoon

Period of
Indemnity:

and any subsequent period for
which the Insured shall pay
and the Company shall agree
to accept a renewal premium.

Premium
E.Q. & W.D. _____
Total _____

Date of Signature of Proposal and Declaration: _____

Contract signed on the _____ day of _____ 196__.

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CONDITIONS

"This Cover and the Schedule shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Cover or of the Schedule shall bear the same wherever they may appear."

1. The Insured shall take all reasonable precautions for the safety of the property insured.
2. If at the time of any loss damage or maintenance arising under this Cover there shall be any other insurance or Maintenance Contract covering such loss damage or maintenance or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
3. Immediately upon having knowledge of any event giving rise to or likely to give rise to a claim under this cover the Insured shall give notice in writing to the Company. The notice shall contain full information available as to the circumstances of such event.

In the case of loss or damage by burglary housebreaking larceny theft or any attempt thereat immediate notice shall be given to the Police.

The Insured shall within fifteen days after the happening of any loss or damage or within such further time as the Company may in writing allow deliver to the Company a claim in writing for the loss or damage containing as particular an account as is reasonably practicable and must at all times and at his own expense produce and give to the company all such books vouchers and other evidence as may be reasonably required by or on behalf of the Company together with a statutory declaration of the truth of the claim and of any matters connected therewith.

4. The Insured shall not (except at his own risk and expense) without the written consent of the Company incur any expense of litigation nor negotiate pay settle admit or repudiate any claim.
5. The Company shall be entitled -
 - (a) on the happening of any event giving rise to or likely to give rise to any loss of or damage to the property insured to enter any premises where such event has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this cover shall be proof of leave and licence for such purpose. No property may be abandoned to the Company whether taken possession of by the Company or not.
 - (b) to undertake in the name and on behalf of the Insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the

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name of the Insured to recover compensation or secure indemnity or enforce claims based on contract or otherwise against any third party in respect of anything insured by this cover and the Insured shall give all information and assistance as the Company may require in the prosecution defence or settlement of any such proceedings.

6. If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Cover or if the loss or damage be occasioned by the wilful act or with the connivance of the Insured or if the Insured or anyone acting on his behalf shall hinder or obstruct the Company in doing any of the acts referred to in Condition No.5 or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection all benefits under this Cover shall be forfeited.
7. This Cover Contract may be cancelled at any time at the request of the Insured in which case the Company shall retain or be entitled to recover the customary short-period rate for the time during which the Cover Contract has been in force.

The Company may at any time by giving written notice to the Insured cancel this Cover Contract. Notice of cancellation may be delivered personally or posted to the Insured at the address last notified to the Company and the cancellation of the Cover Contract shall be effective on delivery of the said notice or if posted from the time the said notice shall be delivered in the ordinary course of post. After cancellation as aforesaid the Company will on delivery of the Cover Contract to the Company refund to the Insured the amount of unearned premium calculated on a pro rata basis.

8. All differences arising out of this Cover Contract shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim Liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. No provision or requirement of this Cover requiring any matter or

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thing to be done or to be written or endorsed hereon or attached hereto shall be deemed waived by reason of any alleged notice or waiver which has not been expressly written or endorsed hereon or attached hereto nor shall the Company be deemed to have waived any provision or condition of this cover or any forfeiture thereunder by any requirement act or proceeding on its part relating to the appraisement of any alleged loss unless such provision condition or forfeiture be expressly stated in writing to be waived by the Company.