

Updates to AMP Everyday Plus Landlord Insurance – effective from 1 July 2024

We've updated the AMP Everyday Plus Landlord Insurance policy wording. In some instances cover has been altered, other changes are focused on providing more clarity in the event of a claim.

Section	Previous cover	Page	New cover	Page
Front cover	Effective 19 September 2022	Front	Effective 1 July 2024	Front
When you need to contact us	<p>You must contact us when you are aware of the following:</p> <p>...</p> <ul style="list-style-type: none"> › <i>your</i> contact details change; › <i>you</i> no longer have a <i>tenancy agreement</i>. 	6	<p>You must contact us when you are aware of the following:</p> <p>...</p> <ul style="list-style-type: none"> › <i>you</i> no longer have a <i>tenancy agreement</i>; › <i>you</i> sell <i>your home</i>, or buy a new one; › Toka Tū Ake Natural Hazards Commission (NHC) has provided: <ul style="list-style-type: none"> • <i>you</i> with written notice of cancellation of cover for <i>your home</i> • <i>you</i> with written notice of limitation of liability for future damage to <i>your home</i> • the Registrar-General of Land with written notice of cancellation or limitation of liability and a certificate of cancellation or limitation of liability has been registered on the record of title for <i>your home</i>. 	6
What we cover as your home	<p><i>Your</i> home also includes the following items that are owned by <i>you</i>, used for domestic purposes and located within the <i>residential boundaries</i> at the <i>insured address</i> ('home'):</p> <p>...</p> <ul style="list-style-type: none"> › decks, pergolas, pagodas, verandas and balconies, patios, fixed water tanks, fixed swimming pools and spas and their accessories, sheds, tennis courts; <p>...</p> <ul style="list-style-type: none"> › any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, animal housing, letter boxes, exterior blinds and awnings, built in barbeques and outdoor lights; 	8	<p><i>Your</i> home also includes the following items that are owned by <i>you</i>, used for domestic purposes and located within the <i>residential boundaries</i> at the <i>insured address</i> ('home'):</p> <p>...</p> <ul style="list-style-type: none"> › decks, pergolas, pagodas, verandas and balconies, patios, fixed water tanks, fixed swimming pools and spas and their accessories, sheds, tennis courts, permanently installed artificial grass or turf; <p>...</p> <ul style="list-style-type: none"> › any permanently fixed outdoor items, including solar power systems, satellite dishes, play equipment, clothes lines, animal housing, letter boxes, exterior blinds and awnings, built in barbeques and outdoor lights; 	8

<p>Benefits that apply only to your home cover</p>	<p>Temporary accommodation for shared homes</p> <p>We cover</p> <p>Where you live in your home with a <i>tenant</i> and your home suffers <i>loss or damage</i> which makes it <i>unliveable</i>, we will pay for your reasonable temporary accommodation costs while it is <i>unliveable</i> and for the time it will take to repair or rebuild your home to a condition where it is no longer <i>unliveable</i>.</p> <p>...</p> <p>We do not cover</p> <p>Temporary accommodation costs:</p> <p>...</p> <ul style="list-style-type: none"> • where you decide that you do not wish to live in the home and it is not <i>unliveable</i>; <p>...</p>	<p>13</p>	<p>Temporary accommodation for shared homes</p> <p>We cover</p> <p>Where you live in your home with a <i>tenant</i> and your home suffers <i>loss or damage</i> which makes it <i>uninhabitable</i>, we will pay for your reasonable temporary accommodation costs while it is <i>uninhabitable</i> and for the time it will take to repair or rebuild your home to a condition where it is no longer <i>uninhabitable</i>.</p> <p>...</p> <p>We do not cover</p> <p>Temporary accommodation costs:</p> <p>...</p> <ul style="list-style-type: none"> • where you decide that you do not wish to live in the home and it is not <i>uninhabitable</i>; <p>...</p>	<p>13</p>
<p>Benefits that apply only to your home cover</p>	<p>Retaining walls</p> <p>We cover</p> <p>Where we pay a claim for <i>loss or damage</i> to your home, we will also pay for:</p> <ul style="list-style-type: none"> › <i>loss or damage</i> to retaining walls, including your share in retaining walls that are jointly owned by you and other property owners; and › the cost of gaining access to the wall, stabilising the soil and providing footings and drainage materials directly necessary for the work to the retaining wall or part of the retaining wall that has suffered <i>loss or damage</i>. <p>The most we will pay for any one <i>insured event</i> is \$50,000, unless:</p> <ul style="list-style-type: none"> › you are able to provide us with a valuation for your home that: <ul style="list-style-type: none"> • was issued by a quantity surveyor, suitably qualified valuer or builder prior to the <i>loss or damage</i>; and • separately identifies the total amount that would be required to completely rebuild each retaining wall and all other improvements contained within the residential boundaries; and › the home sum insured is at least the total amount that would be required to completely rebuild the home and all other improvements, including the retaining wall, as shown in the valuation; 	<p>15</p>	<p>Retaining walls</p> <p>We cover</p> <p>Where we pay a claim for <i>loss or damage</i> to your home, we will also pay for:</p> <ul style="list-style-type: none"> › <i>loss or damage</i> to retaining walls, including your share in retaining walls that are jointly owned by you and other property owners; and › the cost of gaining access to the wall, stabilising the soil and providing footings and drainage materials directly necessary for the work to the retaining wall or part of the retaining wall that has suffered <i>loss or damage</i>. <p>To be covered, the retaining walls must meet all the following criteria.</p> <ul style="list-style-type: none"> • Be complete — we don't cover retaining walls unless they were complete, reasonably maintained, and functioning as intended immediately prior to the <i>loss or damage</i> occurring. • Have the sole purpose of retaining land (meaning their purpose doesn't include repelling water of any kind). • Had all necessary permits, consents, and certificates from local authorities when they were built, and whenever they were altered. 	<p>14 & 15</p>

	<p>in which case <i>we</i> will pay up to the full value of the <i>retaining walls</i> as shown in the valuation.</p> <p>This benefit will be paid within the <i>home sum insured</i> for any one <i>insured event</i>.</p> <p>We do not cover</p> <ul style="list-style-type: none"> › <i>retaining walls</i> that are over 1.5 metres above ground level which do not have appropriate local authority permit, consent or certificate; › incomplete <i>retaining walls</i>; › <i>loss or damage</i> to <i>retaining walls</i> which are caused by earthworks excavations. 	<ul style="list-style-type: none"> • The <i>loss or damage</i> must be from a <i>single event</i> — <i>we</i> don't cover gradual damage to <i>retaining walls</i>. <p><i>We'll</i> pay reasonable costs of repairing or rebuilding the damaged part of the <i>retaining wall</i> to the same condition as when it was new. <i>We'll</i> use equivalent materials and techniques that are available now.</p> <p>The most <i>we</i> will pay for any one <i>insured event</i> is \$50,000, unless:</p> <ul style="list-style-type: none"> › <i>you</i> are able to provide <i>us</i> with a valuation for <i>your home</i> that: <ul style="list-style-type: none"> • was issued by a quantity surveyor, suitably qualified valuer or builder prior to the <i>loss or damage</i>; and • separately identifies the total amount that would be required to completely rebuild each <i>retaining wall</i> and all other improvements contained within the <i>residential boundaries</i>; and › the <i>home sum insured</i> is at least the total amount that would be required to completely rebuild the <i>home</i> and all other improvements, including the <i>retaining wall</i>, as shown in the valuation; <p>in which case <i>we</i> will pay up to the full value of the <i>retaining walls</i> as shown in the valuation.</p> <p>We'll top up the cover provided by NHC</p> <p>If <i>loss</i> to <i>retaining walls</i> arises from <i>natural hazard</i>, <i>we'll</i> pay this benefit in addition to cover provided under the Natural Hazards Insurance Act 2023 (the NHI Act).</p> <p>Toka Tū Ake Natural Hazards Commission (NHC) must have done both of the following:</p> <ul style="list-style-type: none"> • accepted liability for <i>your</i> claim for damage to the <i>retaining wall</i> • already paid the maximum entitlement under the NHI Act for the <i>loss</i>. <p>This benefit will be paid within the <i>home sum insured</i> for any one <i>insured event</i>.</p> <p>We do not cover</p> <ul style="list-style-type: none"> › any undamaged parts of the <i>retaining wall</i>. 	
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			› <i>loss or damage</i> to retaining walls which are caused by earthworks or excavations.	
Benefits that apply only to your contents cover	Storage of undamaged contents We cover If you make a claim for <i>loss or damage</i> to your contents (which we refer to in this benefit as the original claim) and we agree that your undamaged contents cannot be kept at the <i>insured address</i> because it is <i>unliveable</i> , we will also pay the reasonable cost to store the undamaged contents until the contents can be kept at the <i>insured address</i> .	16	Storage of undamaged contents We cover If you make a claim for <i>loss or damage</i> to your contents (which we refer to in this benefit as the original claim) and we agree that your undamaged contents cannot be kept at the <i>insured address</i> because it is <i>uninhabitable</i> , we will also pay the reasonable cost to store the undamaged contents until the contents can be kept at the <i>insured address</i> .	16 & 17
Optional benefits applicable to your home cover	SumExtra We cover If we have accepted a claim for <i>loss or damage</i> to your home under this <i>policy</i> and we elect to settle your claim by repairing or rebuilding your home or by paying you the <i>replacement cost</i> to repair or rebuild your home (including where you will be building at a different location), and the <i>replacement cost</i> exceeds the <i>home sum insured</i> , we will pay: › up to a further 10% of the <i>home sum insured</i> towards the <i>replacement cost</i> , where the <i>loss or damage</i> is caused by <i>natural disaster</i> ; or › the full <i>replacement cost</i> where the <i>loss or damage</i> arises from any cause other than <i>natural disaster</i> .	21	SumExtra We cover If we have accepted a claim for <i>loss or damage</i> to your home under this <i>policy</i> and we elect to settle your claim by repairing or rebuilding your home or by paying you the <i>replacement cost</i> to repair or rebuild your home (including where you will be building at a different location), and the <i>replacement cost</i> exceeds the <i>home sum insured</i> , we will pay: › up to a further 10% of the <i>home sum insured</i> towards the <i>replacement cost</i> , where the <i>loss or damage</i> is caused by <i>natural hazard</i> ; or › the full <i>replacement cost</i> where the <i>loss or damage</i> arises from any cause other than <i>natural hazard</i> .	21
Optional benefits applicable to your home cover	Loss of rent We cover Loss of rent due to loss or damage covered by this policy If your home is <i>unliveable</i> because: › of <i>loss or damage</i> covered by this <i>policy</i> , or which would be covered but for the operation of the Earthquake Commission Act 1993; or	22 & 23	Loss of rent We cover Loss of rent due to loss or damage covered by this policy If your home is <i>uninhabitable</i> because: › of <i>loss or damage</i> covered by this <i>policy</i> , or which would be covered but for the operation of the Natural Hazards Insurance Act 2023 ; or	22 & 23

	<p>› a government or local authority prevents access to the <i>home</i> due to possible or impending damage to an otherwise safe or sanitary <i>home</i> and this is initiated during the <i>period of insurance</i>; we will pay or reimburse <i>you</i> for loss of <i>rent</i> from the date that the <i>home</i> becomes <i>unliveable</i>, provided that:</p> <p>...</p> <p>Where <i>your</i> claim for <i>loss or damage</i> to the <i>home</i> is covered entirely by the Earthquake Commission, we will still pay <i>your</i> loss of <i>rent</i> under this benefit unless the <i>loss or damage</i> covered by the Earthquake Commission is <i>loss or damage</i> only to land.</p> <p>We do not cover</p> <p>...</p> <p>› where <i>you</i> decide that <i>you</i> do not wish to rent the <i>home</i> and it is not <i>unliveable</i>.</p>		<p>› a government or local authority prevents access to the <i>home</i> due to possible or impending damage to an otherwise safe or sanitary <i>home</i> and this is initiated during the <i>period of insurance</i>; we will pay or reimburse <i>you</i> for loss of <i>rent</i> from the date that the <i>home</i> becomes <i>uninhabitable</i>, provided that:</p> <p>...</p> <p>Where <i>your</i> claim for <i>loss or damage</i> to the <i>home</i> is covered entirely by Toka Tū Ake Natural Hazards Commission (NHC), we will still pay <i>your</i> loss of <i>rent</i> under this benefit unless the <i>loss or damage</i> covered by NHC is <i>loss or damage</i> only to land.</p> <p>We do not cover</p> <p>...</p> <p>› where <i>you</i> decide that <i>you</i> do not wish to rent the <i>home</i> and it is not <i>uninhabitable</i>.</p>	
Legal liability	<p>LEGAL LIABILITY</p> <p>We cover <i>your</i> legal liability to pay <i>damages</i> or <i>reparation</i> for <i>loss or damage</i> to property or for <i>bodily injury</i> to other people which happens during the <i>period of insurance</i> resulting from an <i>event</i>:</p> <ul style="list-style-type: none"> › in connection with <i>you</i> owning or living in <i>your home</i> or owning <i>your contents</i>; and › at the <i>insured address</i>. <p><i>You</i> will only have cover under this benefit for <i>your</i> liability in connection with <i>your home</i> if <i>your policy schedule</i> states <i>you</i> have <i>home cover</i>, and for <i>your</i> liability in connection with <i>your contents</i> if <i>your policy schedule</i> states that <i>you</i> have <i>contents cover</i>.</p> <p>The most we will pay for liability for any one <i>event</i> is \$1,000,000.</p> <p>In addition, where <i>your</i> legal liability is to pay <i>damages</i> for <i>loss or damage</i> to property, we will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> prior written consent. However we will not pay <i>your</i> legal defence costs and expenses, or any legal costs</p>	25	<p>LEGAL LIABILITY</p> <p>We cover <i>your</i> legal liability to pay <i>damages</i> or <i>reparation</i> for <i>loss or damage</i> to property or for <i>bodily injury</i> to other people which happens during the <i>period of insurance</i> resulting from an <i>event</i>:</p> <ul style="list-style-type: none"> › in connection with <i>you</i> owning or living in <i>your home</i> or owning <i>your contents</i>; and › at the <i>insured address</i>. <p><i>You</i> will only have cover under this benefit for <i>your</i> liability in connection with <i>your home</i> if <i>your policy schedule</i> states <i>you</i> have <i>home cover</i>, and for <i>your</i> liability in connection with <i>your contents</i> if <i>your policy schedule</i> states that <i>you</i> have <i>contents cover</i>.</p> <p>As a landlord <i>you</i> have responsibilities under the Health and Safety at Work Act 2015 (HSW Act). If <i>you</i> fail to comply with these and a judgment is made against <i>you</i> under the HSW Act, we will pay an <i>award</i> due to <i>bodily injury</i> resulting from an <i>event</i>. We will do this as long as <i>your home</i> is <i>tenanted</i> and the liability arises from an <i>event</i> that:</p> <ul style="list-style-type: none"> › happens during the <i>period of insurance</i> › happens in New Zealand 	25

	<p>incurred by other parties which <i>you</i> are liable to pay, in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p> <p>Legal liability – what we do not cover <i>We do not cover legal liability directly or indirectly caused by, arising from, in connection with or involving:</i> ... Asbestos exposure to or potential exposure to asbestos in any form. ... Fire and Emergency Act 2017 any fire <i>you</i> intentionally lit that didn't comply with either: the Fire and Emergency Act 2017; any other statutory or local body requirements governing the lighting of fires.</p> <p>Health and Safety at Work Act 2015 reparation arising from a prosecution of an offence under the Health and Safety at Work Act 2015.</p> <p>Legal actions in other countries legal actions or legal claims brought against <i>you</i>, decided or heard in countries outside New Zealand. ...</p>		<p>› results from <i>your</i> ownership of the <i>home</i>.</p> <p>The most <i>we</i> will pay for liability for any one <i>event</i> is \$1,000,000.</p> <p>In addition, where <i>your</i> legal liability is to pay <i>damages</i> for <i>loss or damage</i> to property, <i>we</i> will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> prior written consent. However <i>we</i> will not pay <i>your</i> legal defence costs and expenses, or any legal costs incurred by other parties which <i>you</i> are liable to pay, in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p> <p><i>Where you are legally liable to pay an award under the Health and Safety at Work Act 2015, and we have given you our agreement in writing beforehand, we will also pay your legal defence costs and expenses incurred.</i></p> <p>Legal liability – what we do not cover <i>We do not cover legal liability directly or indirectly caused by, arising from, in connection with or involving:</i> ... Asbestos exposure to or potential exposure to asbestos. ... Fire and Emergency Act 2017 any fire <i>you</i> intentionally lit that didn't comply with either: the Fire and Emergency Act 2017; any other statutory or local body requirements governing the lighting of fires.</p> <p>Legal actions in other countries legal actions or legal claims brought against <i>you</i>, decided or heard in countries outside New Zealand. ...</p>	
General exclusions	<p>The first 72 hours of your policy - excluded events <i>loss or damage to your home or contents</i> that occurs within 72 hours of <i>you</i> taking out this <i>policy</i> for the first time, caused by storm, flood, landslide, bush fire or volcanic activity.</p>	26	<p>The first 72 hours of your policy - excluded events <i>loss or damage to your home or contents</i> that occurs within 72 hours of <i>you</i> taking out this <i>policy</i> for the first time, caused by storm, flood, landslide, bush fire or volcanic activity.</p>	27

	<p>This exclusion doesn't apply:</p> <ul style="list-style-type: none"> › where this <i>policy</i> started immediately following any other <i>policy</i> that insured the <i>home</i> against storm, flood, landslip, bush fire or volcanic activity; or › where <i>you</i> took this <i>policy</i> out at the time you first purchased the <i>home</i>. 		<p>This exclusion doesn't apply:</p> <ul style="list-style-type: none"> › where this <i>policy</i> started immediately following any other <i>policy</i> that insured the <i>home</i> against storm, flood, landslide, bush fire or volcanic activity; or › where <i>you</i> took this <i>policy</i> out at the time <i>you</i> first purchased the <i>home</i>. 	
General exclusions	-	26	<p>Asbestos asbestos of any form or amount.</p> <p>We also won't cover legal liability resulting from any direct, indirect, or potential exposure to asbestos.</p> <p>However, we'll pay the cost to remove asbestos from the <i>insured address</i> during repairs or rebuilding if we have accepted a claim for <i>loss or damage to your home</i>.</p> <p>We'll also pay the cost to remove asbestos from <i>your contents</i> if we have accepted a claim for <i>loss or damage to your contents</i>.</p> <p>We'll only cover the removal of asbestos from the immediate area of the <i>home</i> or item of <i>contents</i> that has suffered the <i>loss or damage</i>.</p>	27
General exclusions	<p>Biological, chemical, other pollutant or contaminant ...</p> <p>This exclusion does not apply to:</p> <ul style="list-style-type: none"> › fire damage that results from the above; › the cover provided for in the "Methamphetamine contamination" benefit; › <i>your</i> legal liability arising from <i>your</i> use of pesticides or herbicides at the <i>insured address</i>; › the cost to remove asbestos or its derivatives from the <i>insured address</i> during repairs or rebuilding if we have accepted a claim for <i>loss or damage to your home or contents</i>; 	27	<p>Biological, chemical, other pollutant or contaminant ...</p> <p>This exclusion does not apply to:</p> <ul style="list-style-type: none"> › fire damage that results from the above; › the cover provided for in the "Methamphetamine contamination" benefit; › <i>your</i> legal liability arising from <i>your</i> use of pesticides or herbicides at the <i>insured address</i>. 	27
General exclusions	Ground movement	29	Ground movement	30

	<p>erosion, vibration, weakening or removal of support, subsidence, landslip (other than <i>natural landslip</i> as referred to under the <i>natural disaster</i> exclusion), shrinkage, expansion, settling, ground heave or any other earth movement.</p> <p>Land damage</p> <ul style="list-style-type: none"> › <i>loss or damage</i> to land; › costs associated with stabilising land in order to facilitate the repair or rebuild of the <i>home</i>; › treatment of the land required to make it suitable for repair or rebuilding of the <i>home</i>; › erecting or upgrading improvements to land, which are required to avert or mitigate <i>loss or damage</i> to the <i>home</i>, even if such <i>loss or damage</i> or costs are covered by the Earthquake Commission <p>...</p>		<ul style="list-style-type: none"> › vibration, weakening or removal of support, subsidence, landslide (other than <i>natural landslide</i> as referred to under the <i>natural hazard</i> exclusion), shrinkage, expansion, settling, ground heave or any other earth movement; › erosion arising from action of wind or water. Erosion includes but is not limited to: <ul style="list-style-type: none"> ○ erosion landslides ○ coastal erosion ○ bank erosion ○ sheet erosion. <p>Land damage</p> <ul style="list-style-type: none"> › <i>loss or damage</i> to land; › costs associated with stabilising land in order to facilitate the repair or rebuild of the <i>home</i>; › treatment of the land required to make it suitable for repair or rebuilding of the <i>home</i>; › erecting or upgrading improvements to land, which are required to avert or mitigate <i>loss or damage</i> to the <i>home</i>, even if such <i>loss or damage</i> or costs are covered by Toka Tū Ake Natural Hazards Commission <p>...</p>	
General Exclusions	<p>Moving the home</p> <p>lifting or moving the <i>home</i>, or removal of structural support.</p>	30	<p>Lifting, moving, or relocating your home</p> <p>lifting or moving <i>your home</i> (including while in transit or storage, and while placed on temporary blocks or supports before, during, or after relocation), or removal of structural support.</p> <p><i>We also won't cover any costs associated with relocating your home.</i></p>	30
General exclusions	<p>Natural disaster damage</p> <p><i>natural disaster</i>, but we will cover:</p> <ul style="list-style-type: none"> › <i>loss or damage</i> caused by <i>natural disaster</i> to items of <i>your contents</i> less any excess payable under this <i>policy</i>. › <i>loss or damage</i> to <i>your home</i> caused by <i>natural disaster</i> where: <ul style="list-style-type: none"> • the <i>loss or damage</i> to <i>your home</i> is covered under the Earthquake Commission Act 1993 (the EQC Act); and 	30	<p>Natural hazard damage</p> <p><i>natural hazard</i>, but we will cover:</p> <ul style="list-style-type: none"> › <i>loss or damage</i> caused by <i>natural hazard</i> to items of <i>your contents</i> less any excess payable under this <i>policy</i>. › <i>loss or damage</i> to <i>your home</i> caused by <i>natural hazard</i> where: <ul style="list-style-type: none"> • the <i>loss or damage</i> to <i>your home</i> is covered under the Natural Hazards Insurance Act 2023 (the NHI Act); and 	30 & 31

	<ul style="list-style-type: none"> • the Earthquake Commission has accepted liability and has paid the maximum amount that it is liable for under the EQC Act for <i>your claim</i>; and • all amounts paid to <i>you</i> by the Earthquake Commission have been used by <i>you</i> to carry out repairs, or to rebuild the <i>home</i>, and/or to mitigate further <i>loss or damage</i>. <p>› <i>loss or damage</i> caused by <i>natural disaster</i> to the following items that are part of <i>your home</i> if they are covered by this <i>policy</i> but are not subject to insurance under the EQC Act:</p> <ul style="list-style-type: none"> • permanently installed swimming or spa pools; or • drains, pipes, and cables; or • driveways, paths, patios, fences and walls (<i>policy</i> limits apply); or tennis courts. <p>A natural disaster excess of \$5,000 will apply to claims for these items.</p> <p>Where the <i>loss or damage</i> to <i>your home</i> caused by <i>natural disaster</i> is covered by this <i>policy</i>, we will only pay:</p> <ul style="list-style-type: none"> • the difference between the amount we would have paid under this <i>policy</i> if the cause of the <i>loss or damage</i> was other than <i>natural disaster</i>, and the amount paid or payable by the EQC Act (including excesses); • less any excess payable under this <i>policy</i>. <p>All other benefits in this <i>policy</i> will apply.</p>	<ul style="list-style-type: none"> • Toka Tū Ake Natural Hazards Commission (NHC) has accepted liability and has paid the maximum amount that it is liable for under the NHI Act for <i>your claim</i>; and • all amounts paid to <i>you</i> by NHC have been used by <i>you</i> to carry out repairs, or to rebuild the <i>home</i>, and/or to mitigate further <i>loss or damage</i>. <p>› <i>loss or damage</i> caused by <i>natural hazard</i> to the following items that are part of <i>your home</i> if they are covered by this <i>policy</i> but are not subject to insurance under the NHI Act:</p> <ul style="list-style-type: none"> • permanently installed external swimming or spa pools; or • drains, pipes, and cables; or • driveways, paths, patios, fences and walls (<i>policy</i> limits apply); or • tennis courts. <p>A natural hazard excess of \$5,000 will apply to claims for these items.</p> <p>Where the <i>loss or damage</i> to <i>your home</i> caused by <i>natural hazard</i> is covered by this <i>policy</i>, we will only pay:</p> <ul style="list-style-type: none"> • the difference between the amount we would have paid under this <i>policy</i> if the cause of the <i>loss or damage</i> was other than <i>natural hazard</i>, and the amount paid or payable by the NHI Act (including excesses); • less any excess payable under this <i>policy</i>. <p>We won't cover:</p> <ul style="list-style-type: none"> › any excess charged by NHC › <i>loss or damage</i> that has been determined by NHC as imminent damage under the NHI Act. <p>All other benefits in this <i>policy</i> will apply.</p>	
General Exclusions	-	31 Sanctions any cover, service, or benefit, or pay anything in connection with <i>your policy</i> , including any premium refund, if doing so may breach or risk exposure to any of the following. 1. Penalties, sanctions, prohibitions, proscriptions, preventions, or restrictions under United Nations resolutions.	32

			2. Sanctions, proscriptions, preventions, laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America, or the European Union.	
General exclusions	<p>Unrepaired land land where:</p> <ul style="list-style-type: none"> › <i>you</i> are aware that the land requires repair or poses a threat to the <i>home</i>, or › <i>you</i> or a previous owner of the <i>home</i> has received payment from the Earthquake Commission to effect repairs to land, and those repairs have not been undertaken. 	31	<p>Unrepaired land land where:</p> <ul style="list-style-type: none"> › <i>you</i> are aware that the land requires repair or poses a threat to the <i>home</i>, or › <i>you</i> or a previous owner of the <i>home</i> has received payment from Toka Tū Ake Natural Hazards Commission (previously referred to as the Earthquake Commission) to effect repairs to land, and those repairs have not been undertaken. 	32
Your excess	<p>Natural Disaster excess This excess applies in addition to any other excess if <i>you</i> make a claim as a result of <i>natural disaster</i> for <i>loss or damage</i> to items of <i>your home</i> that are not insured under the Earthquake Commission Act.</p>	34	<p>Natural hazard excess This excess applies in addition to any other excess if <i>you</i> make a claim as a result of <i>natural hazard</i> for <i>loss or damage</i> to items of <i>your home</i> that are not insured under the NHI Act.</p>	35
Other Claims Information	-	40	<p>Information Sharing <i>We will share and collect information about your claim. You allow us to share information with third parties about any claim you make under this policy. You also allow us to get information from third parties that's relevant to any claim you make under this policy.</i></p>	41
Other important informatoin	<p>Cancellation by you <i>You may cancel this policy at any time. If you cancel this policy, you will be refunded the unexpired portion of the premium if the refund is more than \$10. The cancellation will take effect from the time that we receive your request to cancel.</i></p> <p>Cancellation by us <i>We can cancel your policy by giving you notice of cancellation. This cancellation will take effect 7 days after we advise you of the cancellation. Where we cancel with notice, you will receive a refund of the unexpired portion of the premium if the refund is more than \$10.</i></p>	41	<p>Cancellation by you <i>You may cancel this policy at any time. If you cancel this policy, you will be refunded the unexpired portion of the premium. The cancellation will take effect from the time that we receive your request to cancel.</i></p> <p>Cancellation by us <i>We can cancel your policy by giving you notice of cancellation. This cancellation will take effect 7 days after we advise you of the cancellation. Where we cancel with notice, you will receive a refund of the unexpired portion of the premium.</i></p>	42
Words with special meanings	-	42	<p>Award (in respect of the Health and Safety at Work Act 2015)</p>	43

			<p>means any of the following imposed by a New Zealand Court in relation to prosecution against <i>you</i> under the Health and Safety at Work Act 2015:</p> <ul style="list-style-type: none"> · damages · restitution · compensation · reparation order. <p>Award does not include:</p> <ul style="list-style-type: none"> · any payment that is unlawful to insure against · fines, penalties, or infringement fees under the Health and Safety at Work Act 2015. 	
Words with special meanings	<p>cyber act means one or more unauthorized, malicious, or criminal acts involving accessing, processing, using, or operating any <i>computer system</i>. <i>Cyber act</i> also includes the threat or hoax of these acts.</p>	42	<p>cyber act means one or more unauthorized, malicious, or criminal acts involving accessing, processing, using, or operating any <i>computer system</i>. <i>Cyber act</i> also includes the threat or hoax of these acts.</p>	43
Words with special meanings	<p>natural disaster means earthquake, <i>natural landslip</i>, volcanic eruption or activity, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slow movement of land.</p>	44	<p>natural hazard(s) means earthquake, <i>natural landslide</i>, volcanic activity, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slow movement of land.</p>	45
Words with special meanings	<p>natural landslip means the sudden movement (whether by way of falling, sliding, or flowing, or by a combination of these) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground, but does not include any gradual or slow movement of these materials.</p>	44	<p>natural landslide means the sudden movement (whether by way of falling, sliding, or flowing, or by a combination of these) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground, but does not include any gradual or slow movement of these materials.</p>	45
Words with special meanings	<p>unliveable means the <i>home</i> is no longer a safe and sanitary place to live, as determined by government or local authorities, or by <i>us</i>, due to physical damage to the <i>home</i>, and where notice to this effect has been issued. It does not mean a disinclination by <i>you</i> to remain in occupancy of an otherwise safe or sanitary <i>home</i>.</p>	45	<p>Uninhabitable means <i>we</i>, or government or local authorities, determine the <i>home</i> is no longer a safe or sanitary place to live because of physical damage to the <i>home</i> — and <i>we</i> or they have therefore given <i>you</i> notice of this. <i>Uninhabitable</i> doesn't mean <i>you</i> or <i>your</i> tenants not wanting to live in an otherwise safe or sanitary <i>home</i>.</p>	46
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