



# AMP Home Plan Policy Document

Get on with life, reassured the things you've worked hard for are looked after.





# Home Plan Policy Document

Effective 16 August 2021

Thank you for choosing us to provide you with your insurance cover.

Arranging insurance means you are making a legal contract under which you promise to meet certain obligations and conditions, and in return we promise to provide specified insurance cover.

Please examine this document, including the schedule, to ensure the insurance protection is in accordance with your requirements.

If it does not meet your requirements, or you wish to make changes to the insurance cover, please contact your AMP Adviser, Broker, or phone us toll free on **0508 806 244**.

# Contents

Introduction	<b>4</b>
30-day Money-Back Guarantee	<b>4</b>
Privacy Act	<b>4</b>
Headings	<b>4</b>
General exclusions	<b>5</b>
Policy conditions	<b>6</b>
Home buildings	<b>10</b>
Home contents	<b>24</b>
Motor	<b>35</b>
Boat	<b>42</b>
Definitions	<b>45</b>

# Introduction

## Introduction

**We will provide the cover set out in the applicable sections of this policy during the *period of insurance* shown on the *schedule*, provided you have paid the *premium* and you remain subject to the policy's terms, limits, exclusions, and conditions. Your insurance contract consists of:**

1. this policy document;
2. the personalised *schedule* with details of the cover which applies to *you*; and
3. the information in the proposal, application or declaration;

whether *you* have received or provided this information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form.

## 30-Day Money-Back Guarantee

If *you* are not satisfied with the cover provided by this policy, *you* may return the policy within 30 days of receiving it. If *you* have made no claims during this period, we will give *you* a full refund of any *premium* paid.

## Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect.

*You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

## Definitions

Words that are shown in italics are explained in '**Definitions**' at the end of this document.

## Headings

Where headings are used in this policy, the headings or references are purely descriptive in nature and are not to be used for interpretative purposes.

# General exclusions

## General exclusions

These are the general exclusions that apply to all parts of this policy. Some parts of the policy also contain specific exclusions and some benefits contain exclusions within them.

We will not pay for:

### 1. Confiscation, War, Radioactivity, and Terrorism

This policy does not provide cover for *loss*, destruction, or liability directly or indirectly caused by, arising from, is consequent upon, or arising in connection with:

- a. confiscation, destruction, acquisition, designation, or decision by government or local authorities;
- b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power;
- c. nuclear weapons, ionising radiations, or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
- d. any act of terrorism including *loss*, destruction, or liability directly or indirectly caused by, arising from, is consequent upon, or arising in connection with biological, chemical, radioactive, or nuclear:
  - pollution,
  - contamination, or
  - explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes, including the intention to influence any government and/or to put the public or any member of the public in fear.

### 2. The Accident Compensation Act 2001

Amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recoverable but for:

- a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the *Act*, or to claim any amount he or she would be entitled to under the *Act* for any other reason whatsoever; or
- b. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

### 3. Consequential Loss

Any intangible loss, loss of use, loss of enjoyment or consequential loss of any kind, including loss of value.

### 4. Excesses

This policy does not provide any cover for excesses.

### 5. Intentional or Reckless Acts or Criminal Activity

This policy does not provide cover for any *loss*, damage, cost or liability arising from any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by *you* or any other person entitled to cover under this policy.

### 6. Fire and Emergency Act 2017

This policy does not provide cover where *your* liability arises directly or indirectly from any fire *you* lit intentionally that did not comply with the Fire and Emergency Act 2017 or any other statutory or local body requirement governing the lighting of fires.

### 7. Communicable disease

Notwithstanding any provision to the contrary within *your* insurance contract or any endorsement, this policy excludes any *loss*, damage, interruption, legal liability, claim, cost, expense or other sum of whatsoever nature (including any increased or additional costs or expenses of a claim to which this exclusion does not otherwise apply) directly or indirectly arising out of, contributed to by, or in connection with:

- a. Communicable Disease; or
- b. fear or threat (whether actual or perceived) of Communicable Disease; or
- c. actions taken by any person, entity or public authority to respond to, control, prevent or suppress Communicable Disease;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In this exclusion, 'Communicable Disease' means:

- a. Any disease (whether human, animal, plant or otherwise) which can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent (including without limitation any virus, bacterium, parasite or other organism or any variation thereof, whether living or not); or
- b. any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956.

A reference to the Health Act 1956 includes any amendment, replacement or successor legislation. A reference to Infectious Disease or Quarantinable Disease shall have the meaning found in any replacement definition or of any equivalent or substantially similar term defined in or declared under any amendment, replacement or successor legislation.

# Policy conditions

## Policy conditions

**These conditions give *you* information about this policy and *your* and *our* obligations arising from it. Some parts of this policy can cover other parties as well as *you*. To gain benefit of any cover under this policy, they must meet all the same conditions and obligations that *you* are required to meet. However, if *you* breach any conditions, no cover will apply to any other parties.**

Some parts of the policy also contain specific conditions.

### 1. Assignment

*You* must not assign or attempt to assign this policy or *your* interest in this policy to any other person or party. *You* must not assign or attempt to assign *your* rights to any claim proceeds under this policy to any other party without *our* prior written consent.

### 2. Breach of Policy Terms and Conditions

No claim will be payable where any person entitled to indemnity under this policy breaches any of the terms and conditions. Nothing in this policy affects the common law rights of either party, including *our* right to avoid the policy for non-disclosure.

### 3. Cancellation

*We* may cancel this policy at any time by sending a letter, facsimile, or e-mail to this effect to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The cancellation will take effect at 4.00 pm on the 7th day after the communication has been sent. *We* will refund the unused part of *your* paid *premium*. *You* may cancel this policy by giving written notice to *us*. *We* will refund the unused part of *your* paid *premium* provided that *you* have not made a claim.

### 4. Care of Insured Property

*You* must, at *your* cost or expense, take all reasonable steps to prevent *loss* and maintain the insured property (*home, contents, vehicle or boat*) in good repair. *We* will always have the right to examine *your* property. *You* must try to avoid any *loss* for which *you* could be held legally liable. This policy will not respond in the event that *you* are reckless or grossly negligent. Reckless or grossly negligent means that *you* have acted or failed to act in a way a reasonable person would, given the circumstances that *you* faced at the time of the *loss*.

### 5. Change of Terms

In the event that *we* are no longer able to obtain or retain full reinsurance protection from *natural disaster* events covered by this policy, *we* may change the terms of this policy (including the excess) during the *period of insurance*

by sending a letter, facsimile, or e-mail advising *you* of this to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The change or changes will take effect at 4.00 pm on the 14th day after the communication has been sent.

## 6. Claims

- a. On the happening of any event or occurrence that may give rise to a claim under this policy *you* must:
  - i. notify *us* of such event or occurrence immediately;
  - ii. take all reasonable steps to minimise the extent of *loss*;
  - iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;
  - iv. obtain *our* consent before proceeding with repairs;
  - v. make any damaged property (*home, contents, vehicle or boat*) available for inspection by *us* and/or provide *us* with photographic evidence of any damaged *contents* should a health and safety issue warrant immediate removal or destruction;
  - vi. provide any information or assistance that *we* may require, including proof that *you* own the property *you* are claiming for and evidence of its value. Proof might include receipts, bank or credit card statements, valuations, photographs and contracts of sale;
  - vii. in the case of *loss* by theft, burglary or vandalism advise the Police immediately;
  - viii. assist *us* to take any recovery action *we* choose to instigate against person or persons *we* consider are responsible for the *loss*;
  - ix. at *your* cost *you* must cooperate with *our* assessors, investigators, lawyers and anyone else *we* may appoint to help *us*, including attending meetings with them when *we* require *you* to; and
  - x. not refund the bond to the *tenant* where *your* *home* is *tenanted* and the *tenant* is potentially legally liable for any *loss* for which *you* have lodged a claim under the policy and *you* are lawfully entitled to withhold some or all of the bond.

Failure to comply with Conditions a.i. to a.x. may result in *your* claim being declined or, if the claim has already been settled, *we* may require *you* to return funds paid by *us*.

# Policy conditions (continued)

- b. *You* must not, without *our* written consent, incur any expense or negotiate, pay, settle, admit, repudiate, or make any agreement in relation to any claim.
- c. *We* will decide the best way to advance *your* claim, including inspecting any damage, choosing the repairer or supplier, and arranging for the repair of the *home* or the repair or replacement of the *contents*. If *we* choose to repair the *home*, or repair or replace the *contents*, *we* will seek independent quotes from *our* approved repairers or suppliers. If *you* wish, *you* can recommend a repairer or supplier to provide a quote for consideration. *We* will select who is to repair the *home* or who is to repair or replace the *contents*, arrange for this to be done, oversee any repairs, and keep *you* informed of progress.
- d. *We* will be entitled, at *our* expense and in *your* name, to take any proceedings necessary to obtain relief from any other party, and to take over and conduct the defence and settlement of any claim against *you* for *damages*. At *your* cost *you* must provide all reasonable assistance and cooperation.
- e. When *your* claim has been accepted by *us*, any damaged item(s) of *contents* become *our* property for the purposes of disposal or salvage.
- f. *You* authorise *us* to disclose information to third parties in relation to any claim that *you* make under this policy. *You* also authorise *us* to obtain information from third parties that is relevant to any claim that *you* make under this policy.
- g. *You* must, prior to settlement of *your* claim, complete documentation which evidences *our* settlement of *your* claim.
- h. In respect of *your* boat, if *we* pay the *market value* then cover ceases and no *premium* is refundable. *We* may keep whatever is left or recovered of the boat.
- i. In respect of *your* vehicle, if *we* pay the *market value* or *agreed value* then cover ceases and no *premium* is refundable. *We* may keep whatever is left or recovered of the vehicle.
- j. In respect of *your* vehicle, *we* will select an *approved repairer* who in *our* opinion, can deliver the best result, taking into account time, quality and cost, minimising any inconvenience to *you* and ensuring the best possible result.

## 7. Correctness of Statements and Fraud

The proposal, application or declaration form is the basis of this contract. All statements made or information given by *you* or on *your* behalf:

- in any proposal, application, or declaration (whether *you* have provided these statements or information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form, or provided information to *us* by telephone);
- in support of this policy; or
- in support of any claim;

must be complete and correct in all respects.

If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to *us*, or the statement or fraudulent claim was made to *us*. *We* may also cancel any other policy *you* have with *us*.

## 8. Duty of Disclosure and Change of Circumstances

*You* must tell *us* all information that a prudent insurer would consider material to a decision to issue, renew, or alter this policy, or the terms on which they would do any of these things, including the *premium* that *we* charge. *Your* duty of disclosure applies each time this policy is renewed or altered. There are serious consequences if *you* fail to tell *us* information which is material to the decision to issue, renew, or alter this policy, or the terms on which *we* did any of these things.

*You* must tell *us* immediately if, after the start of this policy, there is an increase or alteration to the risk insured. This includes any change of circumstances that affects the persons, properties, or liabilities covered by this policy. *You* must tell *us* if *you* or any member of *your* household or any person insured under this policy receives a criminal conviction.

## 9. Excess

*You* must contribute the amounts shown on the *schedule* under the heading "Excesses" as the first amount of any claim.

The excesses will be deducted from the amount of *your* claim, not from the policy limit, and will apply cumulatively.

Where a single event causes *loss* to property under more than one section of this policy, only one standard excess (or where a number of excesses under a policy apply cumulatively, the sum of those excesses) will apply. The amount of the excess will be the highest that could be applied under any of the policies affected.

All voluntary or imposed excesses will always have to be paid by *you* in addition to any standard excess.

# Policy conditions (continued)

Where *you* suffer a total *loss* and *you* have been paying *your premium* to *us* by instalment the excess shown on the *schedule* will be increased to include:

- i. the difference between the amount *you* have paid and the amount of *premium* *you* would have paid if *you* had instead elected to pay *your premium* annually; and
- ii. the total value of the instalment fees for all of the *premium* instalments.

*Your* excess for a motor vehicle claim will be refunded if *we* are satisfied that the driver of *your* vehicle was completely free of blame and the person at fault is identified. However this will not include the increased portion of the standard excess in the case of total *losses* where the *premium* has been paid by instalment as referred to above.

## 10. Goods and Services Tax – GST

*We* will pay up to the *sum insured* plus any GST (to a maximum of the current rate of GST) that is paid or payable on the *sum insured*. However, all item limits, benefit limits, and excesses shown within the policy or on the *schedule* are GST inclusive.

## 11. Governing Law

This policy is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

## 12. Government EQC Cover

Where the policy insures property at more than one named location, for the purposes of the Earthquake Commission Act 1993, each location is deemed to be subject to a separate contract.

## 13. Sum Insured Adjustments on Renewal

*We* will consider a range of factors that can influence the cost of rebuilding, repairing or replacing. As a result *we* may choose to make an adjustment to Home building or Home contents sums insured. Where *we* take this action *your* new *sum insured* will be shown on the renewal *schedule*, and *your premium* will be adjusted accordingly. However, *you* need to consider if *your sum insured* is sufficient for *your* situation.

## 14. Instalment Premiums

Where *we* have agreed to accept payment of *premium* by instalments all benefits under this policy will be forfeited from the date the first unpaid instalment was due, and *your* policy will be automatically cancelled if any *premium* instalment/s remains unpaid for 28 days.

To ensure that *you* have an opportunity to maintain cover in the event that an instalment *premium* has not been made to *us*, *we* will attempt again to collect the outstanding *premium* instalment from *your* nominated bank account.

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be

suspended from the date the first unpaid instalment was due.

## 15. Joint Insureds

Where the *schedule* shows the insured in joint names, or includes the name of a Trust, then this policy is a joint policy. This means that if one of *you*, including Trustees and Beneficiaries, does or fails to do anything so that there is no cover, there will be no cover for any of *you*, not just the person responsible. *You* are each deemed to act with the express authority of each other, and have the right to make a change to the policy, make or settle a claim under the policy, or cancel the policy.

## 16. Modifications

*You* must immediately advise *us* if any insured *vehicle* or insured *boat* is altered or modified from the manufacturer's standard specifications. This may result in an increase in *premium*, a change in terms or conditions or *us* deciding not to provide cover.

## 17. Other Insurance

Except for cover provided under Benefit 5 – Fatal Injury under the Home contents section of this policy, this policy does not cover *loss* or liability where cover is provided by other insurance. *We* will not contribute towards any claim made under any other policy.

## 18. Other Interests

Where *we* have been advised of any mortgage or secured financial interest over the *home*, *contents*, *vehicle*, or *boat* covered by this policy, *we* may make payment of any claim proceeds directly to that interested party. This will meet *our* obligations under this policy.

*We* are authorised by *you* to disclose personal information about *you* to any holder of a financial interest.

Any party recorded as having a financial interest under this policy is not covered by this policy and has no right to make a claim.

## 19. Reinstatement of Cover

Where the *home* or *contents* sustains *loss* which is covered by this policy, the amount of cover available for future claims will be reduced from the *sum insured* stated on the *schedule* by the amount of that *loss*.

The amount of cover shall be restored as and to the extent that the *loss* is repaired, rebuilt or reinstated.

However, before any amount of *your* cover is restored following *loss* *you* must pay any additional *premium* that *we* may charge.



## Policy conditions (*continued*)

This reinstatement of cover shall operate only once during the *period of insurance*, unless we agree otherwise in writing. There shall be no reinstatement of cover where there has been a total *loss* under this policy or section of this policy.

### **20. Sale and Purchase**

If *you* have contracted to sell *your* interest in the *home*, section 13 of the Insurance Law Reform Act 1985 provides the purchaser with cover under this policy until the purchaser takes possession of the *home* or until settlement, whichever is earlier, provided the purchaser is not otherwise insured. The terms, conditions and exclusions of this policy apply to *you* and to the purchaser as if *you* are insured jointly.

### **21. Reparation**

If any person is ordered to pay *reparation* to anyone we insure under this policy for *loss* to any property that we have or will pay a claim under this policy for, then *you* must tell *us*. Any payments received must first reimburse *our* claims payment up to the amount of any *reparation* received.

# Home buildings

## What you are insured for

The cover provided to you under this policy is dependent upon the Cover Option shown on the *schedule*.

### Cover Option – Maxi

When shown on the *schedule* that you are insured for Cover Option - Maxi, we will insure you for loss to the home during the period of insurance at the situation address shown on the *schedule*.

### How we may settle your claim

Where your home sustains a loss which we accept under this policy, we may elect to:

1. repair or rebuild the home to the replacement condition;
2. allow you to repair or rebuild the home and pay up to the replacement cost after you have incurred that cost. If we choose this option, we reserve the right to inspect the building works at any time, to be fully informed about the works, and to inspect any relevant documentation;
3. pay up to the replacement cost that we are satisfied you will incur within 12 months. Before we choose this option you must agree with us on the terms with which you will secure our payment until the cost is incurred;
4. pay up to the replacement cost to allow you to build a home at a different location, but we will not pay for any additional costs associated with building at that location. If we choose this option, building must be completed within 12 months unless we agree to extend the time period, and we reserve the right to inspect the building works at any time, to be fully informed about the works, and to inspect any relevant documentation;
5. pay up to the replacement cost to allow you to purchase an established home elsewhere within 12 months provided we can agree with you on the terms with which you will secure our payment until such time as the cost is incurred;
6. pay the indemnity value where you do not intend to repair or rebuild within 12 months, unless we agree to extend that time;
7. pay any part of the replacement cost to any mortgagee or other party with a secured financial interest in the home, and settle your claim by choosing one of the options above.

Regardless of the election which we make, our liability will be limited to the *sum insured*.

### Limits on what we will pay

1. The maximum amount we will pay under this policy is:
  - a. the *sum insured*; plus

- b. any GST you have paid or that is payable on the *sum insured*; plus
- c. any amounts we may be liable to pay under the following Benefits:
  - i. Benefit 1 – Alternative Accommodation;
  - ii. Benefit 5 – Landscaping;
  - iii. Benefit 6 – Property Owner’s Liability;
  - iv. Benefit 15 – Stress Payment;
  - v. Benefit 19 – SumExtra;
  - vi. Benefit 21 – Environmental Improvements; and
  - vii. Optional Additional Benefit – Landlord’s Extension (if shown on the *schedule* as being included).

Payment in respect of all other Benefits not listed here will not increase payment to you beyond the *sum insured*.

2. The *sum insured* shall be reduced from the sum stated on the *schedule* by the amount required to repair, replace, or rebuild any loss which occurred in any previous period of insurance, and which has not been repaired, replaced, or rebuilt at the commencement of the current period of insurance.
3. The most that we will pay for loss to any private road, lane, right-of-way, access way or bridge (including associated guttering, drains, piping, cables, and lighting), including a bridge within the residential boundaries of the property on which the home is situated, that provides access to the driveway owned by you or shared by you with other residential property owners and for which you are responsible, is \$50,000.

This limit applies to your share of the incurred costs during any one period of insurance.
4. Where any similar items forming part of the home suffer loss we will not pay more than the value of or cost to replace the particular item which suffers loss. We are not obliged to exactly replace, repair, or rebuild any items that have suffered loss. We will not replace similar items which have not sustained loss.
5. We will only replace damaged wallpaper, floor coverings, drapes, curtains and blinds in the room where the loss occurred.
6. Where the home is registered with the New Zealand Historic Places Trust, we will not pay for any additional costs or fees required to comply with any heritage covenant(s) that apply to the home.
7. We will only pay to repair the base and/or top layer of the damaged area of a driveway, not the land beneath.

# Home buildings (*continued*)

8. Our liability to you under all legal liability benefits (Liability for Damages and Liability for Reparation), will be limited to the applicable sublimits, and will never exceed \$2,000,000 in total during any *period of insurance*. In addition we will pay your legal defence costs and expenses incurred with our consent where your legal liability is to pay *damages*. However, we will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay *reparation*.
9. We will only pay the *indemnity value* for any fixed floor coverings (glued, tacked or smooth-edged) over 5 years of age if anyone other than you occupies the *home*.
10. We will only pay the *indemnity value* for outdoor shade cloth or fabric (shade sails) over 5 years of age.

## Benefits included in your cover

We will cover or pay for the following Benefits numbered 1 to 21, which are subject to the policy definitions, clauses, exclusions, conditions and limits.

### 1. Alternative Accommodation

Where you own and occupy the *home*, we will reimburse you for the reasonable additional cost of temporary accommodation (of a similar standard to the *home*) for you, including the boarding of your *domestic pets* and the temporary storage of your *contents* (including the removal and return of the *contents* from storage or temporary accommodation), incurred by you while:

- a. the *home* is *uninhabitable* due to *loss* covered by this policy; or
- b. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* covered entirely by the Earthquake Commission; or
- c. there is prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* due to possible or impending damage to an otherwise safe or sanitary *home*.

We will pay the Alternative Accommodation benefit for the period the *home* is *uninhabitable* up to a maximum of 12 months.

In the event of a widespread *natural disaster* we may at our sole discretion remove the 12 month limit.

We will not reimburse costs for travel, consumables, phone charges, electricity, gas, or water supply services, or other costs that would otherwise be paid by you if the *home* was undamaged or still habitable. We will not pay for any increase in these costs associated with the temporary accommodation.

This Benefit does not cover the costs of providing alternative accommodation for any home office or health care practice.

This Benefit will not apply in any case where:

- the *home* is not *uninhabitable* (other than where provided under c. above); or
- you choose to or are encouraged to move out of your *home* while repair or rebuilding is undertaken, unless we agree in writing that vacating the *home* is necessary.

This Benefit will not apply where the *loss* covered by the Earthquake Commission is *loss* only to land.

Our liability under this Benefit will be limited to 5% of the *sum insured* shown on the *schedule* or \$50,000 whichever is the greater, for any one event.

**If you, or a member of your household, have an Alternative Accommodation benefit with us under any other policy or section of a policy, you are only entitled to payment of this benefit under one policy or section of a policy per event.**

### 2. Authorities Damage

We will, within the *sum insured*, pay for physical damage to the *home* caused by government or local authorities in order to prevent *loss* covered by this policy.

### 3. Fees and Clearance Costs

We will, within the *sum insured*, pay:

- a. the costs incurred in demolishing and clearing the building site of the damaged portion of the *home* and the removal of debris from the *home*; and
- b. architects, surveyors, consultants, legal and council fees incurred with our prior consent, directly required to enable the repair or rebuild of the *home* following any *loss* insured by this policy. This does not include costs which would not usually be required to enable building work of the type required for the repair or rebuild to proceed.

### 4. Home Office or Healthcare Practice

This policy extends to include, within the *sum insured*, any part of the *home* used as a home office or health care practice.

Health care practice, for the purposes of this Benefit, means the part of the *home* that is:

- a. exclusively used by you for the carrying on of the business of a health practitioner as defined by the Health Practitioners Competence Assurance Act 2003; or
- b. used by customers for access to that part of the *home*.

# Home buildings (*continued*)

Home office, for the purposes of this Benefit, means the part of the *home* that is:

- a. exclusively used by *you* to conduct business of an administrative, clerical, or professional nature; or
- b. used by customers for access to that part of the *home*.

## 5. Landscaping

We will pay for *loss* to *your* gardens (including hedges, trees, shrubs, and plants), garden edging, and lawns where:

- a. the *home* was also damaged in the same event and we have agreed to pay a claim for *loss* to the *home*; or
- b. a vehicle not belonging to *you* and/or not in *your* control causes damage by impact during the *period of insurance*, without causing any damage to the *home*.

Our liability under this benefit will be limited to \$5,000 for any one event.

## 6. Property Owner's Liability

**If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with *us*, *you* are only entitled to payment of any of the benefits below under one policy or section of a policy per event.**

### A. Liability for Damages

We will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand and arises out of *your* ownership of the *home*.

### B. Liability for Reparation

We will cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand and arises out of *your* ownership of the *home*, provided that:

- i. *you* tell *us* immediately if *you* are charged with any offence in connection with *your* ownership of the *home* which resulted in *loss* to someone else's property or *bodily injury* to another person; and
- ii. *you* obtain *our* written approval before any offer of *reparation* is made.

**But we will not pay under any of these benefits for:**

- a. legal liability for *loss* to property belonging to *you* or under *your* control;
- b. legal liability arising out of:
  - i. any business, profession, or employment;

- ii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft or boat;
  - iii. the ownership and/or possession of any animals other than *domestic pets*;
  - iv. or assumed by agreement (unless *you* would have been liable anyway), except liability normally agreed to by a landlord under a tenancy or lease agreement;
- c. any punitive or exemplary damages awarded against *you*;
  - d. legal liability where any exclusion in the section "Exclusions (what *you* are not insured for)" applies or where any general exclusion applies.

### Limits on what we will pay under Property Owner's Liability:

In respect of any one event, we will pay:

- i. for *loss* to someone else's property, up to \$2,000,000; and
- ii. for *bodily injury*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, we will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

## 7. Statutory Requirements

If we pay to repair or rebuild the *home*, we will, within the *sum insured*, pay the costs required to repair or rebuild the damaged portion of the *home* needed solely to comply with government or local authority statutes, bylaws, or regulations, provided that:

- a. *you* were not aware of, or *you* had not been served with notice of, the failure of the *home* to comply with such statutes, bylaws, or regulations prior to any *loss*;
- b. there has not been an entry made on *your* Certificate of Title as required by section 74 of the Building Act 2004 unless we have agreed in writing to provide the cover relating to such entry, prior to any *loss*;
- c. such costs do not relate to design issues that are otherwise excluded by Exclusion 6. Home Defects;
- d. the damaged portion of the building complied with relevant statute or local body regulation at the time it was built and at the time of any alteration to it, or if not compliant at those times, had subsequently been certified as being compliant;
- e. we will pay the cost of compliance for only that part of the *home* that has suffered physical damage

# Home buildings (continued)

covered by this policy and which relates solely to the repair of the *home* for that damage. We will not pay for any undamaged part of the *home*, whether or not it complies with any statute or local body regulation;

- f. where the *home* is registered with the New Zealand Historic Places Trust, we will not pay for any additional costs or fees required to comply with any heritage order(s) or covenant(s) that apply to the *home*.

We will never pay the costs associated with the repair, preparation, stabilisation or other treatment of the land necessary to comply with regulations to permit repair or rebuilding of the *home*.

## 8. Electronic Programmes

We will, within the *sum insured*, pay the reasonable costs of resetting, restoring or reprogramming software necessary to operate any electronic equipment installed in *your home*, where that equipment has suffered *loss* covered by this policy. However this does not extend to the loss of any data stored on any of this equipment.

## 9. Gradual Damage

We will pay for gradual physical damage to the *home* resulting from water leaking or overflowing from any internal water system, provided that the *loss* first occurs during the time that *you* own the *home* and the water leak or overflow causing the *loss* was not visible, noticeable, or obvious.

An internal water system, for the purposes of this Benefit, is any water pipe, waste disposal pipe or water storage tank which is hidden from view within the dwelling structure and is permanently connected and/or contained within its walls, cupboards, floors, ceiling or roof, or connected to any water cylinder, refrigerator, water purifier, washing machine, dishwasher, or similar household item.

Our liability under this Benefit will be limited to \$5,000 for any one event. This limit includes the cost of searching for the source of the leak or overflow, where reasonably incurred, and where we have accepted a claim for the resulting *loss*.

## 10. New Building Work

The policy extends to include cover for *loss* to:

- a. any new separate structure being built at the *situation address* shown on the *schedule* that *you* own (or are responsible for while it is being built), provided that it falls within the definition of *home* and would be covered by this policy when complete;
- b. any work being undertaken to upgrade existing fittings or features in the *home*; and

- c. any materials at the *situation address* shown on the *schedule* that are to be included in the new structure.

Cover will only apply to *loss* caused by any of these events:

- i. fire, explosion, lightning or *natural disaster*; or
- ii. storm or *flood* (excluding any exposure to normal weather conditions); or
- iii. riot, civil commotion, strikes, or labour disturbance; or
- iv. impact from aircraft or other aerial or spatial device, or articles dropped from them; or
- v. impact by any vehicle or animal.

This Benefit will not cover structures or work:

- i. where the expected value of the complete work, or the price of the contract including materials, is more than \$25,000; or
- ii. that involves excavation more than 1 metre deep; or
- iii. that involves an extension, such as an additional room, being added to an existing dwelling; or
- iv. that *you* are building for commercial purposes; or
- v. that has not been granted a Building Consent or similar, if one is required; or
- vi. that is subject to a separate contract works insurance policy.

Our liability under this Benefit will be limited to \$25,000 during any one *period of insurance*.

## 11. Power Generation Equipment

We will, within the *sum insured*, pay for *loss* to power generation equipment resulting from:

- a. fire, explosion, lightning or *natural disaster*; or
- b. impact from aircraft or other aerial or spatial device, or articles dropped from them; or
- c. impact by any vehicle or animal.

We will only pay for *loss* under this Benefit where the power generation equipment:

- a. is owned by *you*; and
- b. is located on land which is owned by *you* and on which *your home* is located; and
- c. which provides power to *your home*.

Power generation equipment, for the purposes of this Benefit, means any wind, or fuel powered electricity generation equipment, including support structure, generator, power storage, and associated wiring, switching, and distribution equipment.

Our liability under this Benefit will be limited to \$10,000 during any one *period of insurance*.

# Home buildings (*continued*)

## 12. Retaining Walls

We will pay, within the *sum insured*, for *loss* to retaining walls arising out of any one event, including *your* share in retaining walls that are jointly owned by *you* and other property owners. This includes 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 *loss*.

For the purposes of this Benefit, a retaining wall means a wall which is built for the sole function of retaining land. Any incomplete retaining wall is not covered by this Benefit.

Retaining walls which are over 1.5 metres above ground level are insured only if the appropriate local authority has issued any necessary permit, consent, or certificate.

Our liability under this Benefit will be limited to \$80,000 for any one event, unless:

- a. *you* are able to provide *us* with a valuation for *your* home, that:
  - i. was issued by a quantity surveyor, suitably qualified valuer or builder prior to *loss*; and
  - ii. separately identifies the total *replacement value* for all retaining walls and all other improvements contained within the *residential boundaries*; and
- b. the *sum insured* represents the total *replacement value* as shown within the valuation;

in which case *our* liability under this Benefit is limited to the full value of the retaining walls as shown in the valuation.

## 13. Resetting or Reprogramming Security System

If an alarm or a security system that *we* approve is installed at the *home*, and *we* are satisfied that it was activated during a break in or attempted break in during the *period of insurance*, *we* will pay the reasonable costs of having the security system reset or re-programmed. This benefit does not cover any maintenance costs.

Our liability under this Benefit will be limited to \$500 during any one *period of insurance*.

**If *you*, or a member of *your* household, have home and contents insurance on the same *situation address* with *us*, *you* are only entitled to payment of this benefit under one policy or section of a policy per event.**

## 14. Stolen Keys

Where any key giving access to the *home* is stolen or believed on reasonable grounds to have been duplicated without proper authority following its disappearance, *we* will pay the cost reasonably incurred in altering or replacing locks and their keys and changing the combination number of any electronic keypad. *We* will also pay the reasonable

cost of opening any safe following theft or disappearance of its key or combination.

Our liability under this Benefit will be limited to \$2,000 for any one event.

**If *you*, or a member of *your* household, have home and contents insurance on the same *situation address* with *us*, *you* are only entitled to payment of this benefit under one policy or section of a policy per event.**

## 15. Stress Payment

If *your home* is a *total loss* and *we* accept a claim under the home buildings section of *your* policy *we* will pay *you* an additional sum of \$5,000 for the stress caused by this *loss*.

**If *you* have this cover under any other section or policy with *us* the maximum *we* will pay for any one event will be \$5,000.**

## 16. Temporary Removal of Fixtures and Fittings

*We* will, within the *sum insured*, pay for *loss* occurring during the *period of insurance* to fixtures and fittings that form part of the *home* while these have been temporarily removed, for a period no longer than 60 days, for the purpose of repair or restoration by any professional trades person or organisation.

## 17. Tree Removal

If *your home* suffers *loss* as a result of a tree or part of a tree falling onto the *home*, and *we* have agreed to pay a claim covered by this policy, *we* will pay to remove any part of the tree from the *home* to enable repairs to be carried out.

*We* will also pay an additional amount up to a maximum of \$2,000 reasonably incurred to remove from *your* property the rest of the tree, including any parts of that tree that have not fallen.

However *we* will not pay for the cost to remove stumps from the ground or any costs where it was known that the tree was unsound or unstable and needed to be removed.

## 18. Water or Sewage Pipe Blockage

*We* will pay the reasonable costs towards clearing an *accidental* blockage in an underground water or sewage pipe occurring during the *period of insurance*, provided that the blocked pipe is within the *residential boundaries* of the *home* and the blockage was not caused by the roots of any tree or plant.

This benefit only covers the costs of clearing the *accidental* blockage and the repair or rebuild of the driveway, patio, path, paving, tennis court, or other permanent structure forming part of the *home*, which has suffered *loss* as a result

## Home buildings (continued)

of the work needed to clear the *accidental* blockage. This benefit does not cover any other maintenance costs.

Our liability under this Benefit will be limited to \$1,500 during any one *period of insurance*.

### 19. SumExtra

If we elect to settle *your* claim on the basis of *replacement cost* under one of the options numbered 1-4 under the heading “How we may settle *your* claim”, and the *replacement cost* exceeds the *sum insured*, we will pay:

- a. up to a further 10% of the *sum insured* towards the *replacement cost* where the *loss* is caused by *natural disaster*; or
- b. the *replacement cost* where the *loss* arises from any insured cause other than *natural disaster*;

provided the *sum insured* at the time of *loss* is equal to or greater than a written estimate of costs reasonably necessary to rebuild *your home* to a building standard or specification similar to, but no more extensive or better than, the *home's* condition when new, using currently equivalent techniques and building materials readily available in New Zealand:

- i. from the online rebuilding cost calculator accessed through *our* website or from such other online rebuilding cost calculator as we accept;
- ii. by a registered valuer, registered quantity surveyor, building practitioner holding an appropriate trade licence, or such other building specialist as we accept; or
- iii. obtained by such other method or source as we accept;

and provided also:

- iv. that the written estimate of costs provides a complete and correct description of *your home* and is less than 3 years old at the time the *sum insured* was most recently agreed; and
- v. where *you* subsequently increased the size, or improved the quality of the *home*, that *you* increased the *sum insured* proportionately; otherwise we will pay only up to a further 10% of the *sum insured*.

**The cover provided by this benefit does not increase the *sum insured*. Any cover that is based on a percentage of the *sum insured* does not increase.**

### 20. Methamphetamine Contamination

This benefit only applies if:

- *your home* is *tenanted*; and

- *you* comply with the Landlord Obligations set out in the “Policy Conditions” section of this policy.

We will pay for the testing, decontamination and repair of *your home* if it suffers *loss* as a result of use, consumption, storage or manufacture of methamphetamine or its precursor chemicals by *your tenants* or persons at the *home* with *your tenants' permission*. This benefit includes the costs reasonably incurred in searching for and identifying contamination, if testing confirms that the *home* is contaminated.

Cover under this benefit will only apply where, at the time of the claim being made, the level of chemical contamination exceeds 15µg/100cm<sup>2</sup>. We will only pay for decontamination to the extent required to achieve a post-remediation contamination level of less than 1.5µg/100cm<sup>2</sup>.

We will pay, within the *sum insured*, the reasonable cost incurred by *you* in decontaminating the *home*. If a damaged portion of the *home* needs to be repaired or rebuilt in order to achieve a post-remediation contamination level of less than 1.5µg/100cm<sup>2</sup>, we will pay the reasonable cost incurred in repairing or rebuilding the damaged portion to *replacement condition*.

Our liability under this benefit will be limited to \$50,000 for any one event.

We will never pay the cost associated with decontaminating or repairing land even if this is required to facilitate decontamination, repair or rebuilding of the *home* or to comply with government or local authority statutes, bylaws or regulations.

We will only provide cover under this benefit for *loss* caused by one event while the *home* was let to the same *tenants* or under the same *tenancy agreement*.

### 21. Environmental Improvements

At *your* request, we will pay up to \$3,500 for the additional costs associated with the purchase and installation of *environmental improvements* to *your home* such as a rainwater tank, solar systems or compost equipment if:

- a. we have accepted a claim for *loss* or *damage* under this policy worth more than 80% of the *sum insured*; and
- b. *your home* does not already have the relevant environmental equipment; and
- c. we are authorising or arranging the repairs to *your home*; and
- d. *you* have sought our agreement prior to purchasing or installing the relevant environmental equipment.

This benefit does not cover any amount which is, or would be but for the *sum insured*, covered under Benefit 7 – Statutory Requirements to comply with the latest building regulations.

# Home buildings (*continued*)

## Optional Additional Benefit

The following Optional Additional Benefit is subject to the policy definitions, clauses, exclusions, conditions and limits.

### Landlord's Extension

If *you* have paid an additional *premium* for this Optional Additional Benefit and it is shown on *your schedule* as being included, *we* will provide the cover set out below for each self-contained dwelling unit that *you* have told *us* about, provided that:

- each is occupied by a *tenant*, and is located at the *situation address* shown on *your schedule*; and
- *you* comply with the Landlord Obligations set out in the 'Policy Conditions' in this section of this policy.

Any payment made by *us* for any *loss* covered under the Landlord extension will be reduced by the amount of *rent* received by *you* in advance and/or any bond held by *you* or with Tenancy Services.

#### A. Malicious damage or theft

*We* will cover *you* for:

- a. malicious, intentional or deliberate damage to the *home*; or
- b. theft of any part of the *home*;

committed by the *tenant(s)* or persons at the *home* with *your tenants'* permission.

*We* will pay:

- the reasonable cost incurred in rebuilding, repairing or replacing the damaged portion of the *home* to *replacement condition*; or
- the *indemnity value* should *you* not rebuild, repair or replace within a reasonable time.

*Our* liability under this benefit will be limited to \$30,000 for any one event.

*We* will only provide cover under this benefit for *loss* caused by one event while the *home* was let to the same *tenants* or under the same *tenancy agreement*.

#### B. Landlord's furnishings

If *landlord's furnishings* suffer *loss*, *we* will pay the *indemnity value* of these items. *Landlord's furnishings* are also covered under this benefit for *loss* within the terms of the "Malicious damage or theft" benefit.

*Our* liability for *landlord's furnishings* is limited to \$20,000 per dwelling unit or the amount shown on *your schedule*, whichever is higher, for any one event.

#### C. Loss of rent due to loss covered by this policy

If *your home* is *uninhabitable* because:

- a. of *loss* covered by this policy, or which would be covered but for the operation of the Earthquake Commission Act 1993; or
- b. a government or local authority prevents access to the *home* due to possible or impending damage to an otherwise safe or sanitary *home* and this is initiated during the *period of insurance*;

*we* will pay or reimburse *you* for loss of *rent* from the date that the *home* becomes *uninhabitable*, provided that:

- i. the *home* was occupied by a *tenant* at the time of *loss* or prevention of access; or
- ii. at the time of *loss* or prevention of access, *you* had a signed *tenancy agreement* for a new *tenant* to let the *home* for an ongoing period intended to be no less than 90 days.

*We* will pay an amount equal to the average weekly rental *you* received for renting out the *home* during the weeks it was occupied by *tenants* in the 12 months prior to the *loss*, or where a *tenancy agreement* was signed for a new *tenant* prior to the *loss*, the amount of the weekly rental in the agreement.

Where *your claim* for *loss* to the *home* is covered entirely by the Earthquake Commission, *we* will still pay *your* loss of *rent* under this benefit.

The maximum that *we* will pay for loss of *rent* is:

- for the period necessary to rebuild or repair the *home*, up to a maximum period of 12 months; or
- where *you* don't want the *home* repaired or rebuilt, up to two months; or
- for the period of prevention of access to the *home*, up to a maximum period of 12 months.

*Our* liability for loss of *rent* will be subject to a maximum of \$40,000 per dwelling unit or the amount shown on *your schedule*, whichever is higher, for any one event.

#### D. Loss of rent due to non-payment by tenants

*We* will pay or reimburse *you* for loss of *rent* due to non-payment by *your tenants*, in the following circumstances:

- 1. Prevention of access:** Where the *tenant* is lawfully entitled to vacate the *home* due to prevention of access to the *home* or failure of public utilities, *we* will pay up to a maximum of 8 weeks *rent*; or
- 2. Vacating without notice:** Where the *tenants* vacate the *home* without giving the required notice, *we* will pay up to a maximum of 8 weeks *rent*; or
- 3. Eviction of tenants:** Where *your tenants* are lawfully evicted from the *home* as a result of non-payment of *rent*, *we* will pay up to a maximum of 12 weeks *rent*; or



# Home buildings (*continued*)

- 4. Tenancy tribunal order:** Where the Tenancy Tribunal makes an order for the *tenants* to leave the *home* and for the tenancy to end, *we* will pay up to 12 weeks *rent*, provided *you* or *your* property manager enforce the order within 5 working days of the order being issued.

Loss of *rent* under this benefit is calculated from the date when unpaid *rent* first became due until the *home* is re-*tenanted* or the maximum period in the relevant circumstance above is reached.

## Cover Option – Flexi

When shown on the *schedule* that *you* are insured for Cover Option - Flexi, *we* will insure *you* for *loss* to the *home* during the *period of insurance* at the *situation address* shown on the *schedule* arising only from the following events:

1. fire, explosion, or lightning;
2. storm or *flood*;
3. burglary or theft;
4. riot, civil commotion, strikes, or labour disturbance;
5. malicious damage or vandalism;
6. sudden escape or overflowing of water or oil from any domestic water or heating equipment, sink, bath, toilet, or reticulation installed in the *home*;
7. opossums entering the *home*;
8. collision or impact by vehicle or animal;
9. impact from aircraft and other aerial or spatial devices or debris and articles dropped there from;
10. burning out by electrical current;
11. the freezing of any plumbing installation in the *home*, except for installations outside or in any outbuilding or detached garage;
12. breakage of any gas pipes, fresh-water pipes, underground water and septic tanks, underground drainage and sewerage pipes, electricity, data, and telephone cables;
13. breakage of fixed glass or porcelain forming part of the *home*;
14. *natural disaster*.

## How we may settle your claim

Where *your home* sustains a *loss* which *we* accept under the policy, *we* will pay for the *indemnity value* of the *home*, limited to the *sum insured*.

## Limits on what we will pay

1. The maximum amount *we* will pay under this policy is:
  - a. the *sum insured*; plus
  - b. any GST *you* have paid or that is payable on the *sum insured*; plus

- c. any amounts *we* may be liable to pay under the following Benefits:

- i. Benefit 1 – Alternative Accommodation;
- ii. Benefit 5 – Landscaping;
- iii. Benefit 6 – Property Owner’s Liability;
- iv. Optional Additional Benefit – Landlord’s Extension  
(if shown on the *schedule* as being included).

Payment in respect of all other Benefits not listed here will not increase payment to *you* beyond the *sum insured*.

2. The *sum insured* shall be reduced from the sum stated on the *schedule* by the amount required to repair, replace, or rebuild any *loss* which occurred in any previous *period of insurance*, and which has not been repaired, replaced, or rebuilt at the commencement of the current *period of insurance*.

3. The most that *we* will pay for *loss* to any private road, lane, right-of-way, access way or bridge (including associated guttering, drains, piping, cables, and lighting), including a bridge within the *residential boundaries* of the property on which the *home* is situated, that provides access to the driveway owned by *you* or shared by *you* with other residential property owners and for which *you* are responsible, is \$50,000.

This limit applies to *your* share of the incurred costs during any one *period of insurance*.

4. Where any *similar items* forming part of the *home* suffer *loss* *we* will not pay more than the value of or cost to replace the particular item which suffers *loss*. *We* are not obliged to exactly replace, repair, or rebuild any items that have suffered *loss*. *We* will not replace *similar items* which have not sustained *loss*.

5. *We* will only replace damaged wallpaper, floor coverings, drapes, curtains and blinds in the *room* where the *loss* occurred.

6. Where the *home* is registered with the New Zealand Historic Places Trust, *we* will not pay for any additional costs or fees required to comply with any heritage covenant(s) that apply to the *home*.

7. *We* will only pay to repair the base and/or top layer of the damaged area of a driveway, not the land beneath

8. *Our* liability to *you* under all legal liability benefits (Liability for *Damages* and Liability for *Reparation*), will be limited to the applicable sublimits, and will never exceed \$2,000,000 in total during any *period of insurance*.

In addition *we* will pay *your* legal defence costs and expenses incurred with *our* consent where *your* legal liability is to pay *damages*. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

# Home buildings (*continued*)

## Benefits included in *your* cover

We will cover or pay for the following Benefits numbered 1 to 7, which are subject to the policy definitions, clauses, exclusions, conditions and limits.

### 1. Alternative Accommodation

Where *you* own and occupy the *home*, we will reimburse *you* for the reasonable additional cost of temporary accommodation (of a similar standard to the *home*) for *you*, including the boarding of *your domestic pets* and the temporary storage of *your contents* (including the removal and return of the *contents* from storage or temporary accommodation), incurred by *you* while:

- a. the *home* is *uninhabitable* due to *loss* covered by this policy; or
- b. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* covered entirely by the Earthquake Commission; or
- c. there is prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* due to possible or impending damage to an otherwise safe or sanitary *home*.

We will pay the Alternative Accommodation benefit for the period the *home* is *uninhabitable* up to a maximum of 12 months.

In the event of a widespread *natural disaster* we may at *our* sole discretion remove the 12 month limit.

We will not reimburse costs for travel, consumables, phone charges, electricity, gas, or water supply services, or other costs that would otherwise be paid by *you* if the *home* was undamaged or still habitable. We will not pay for any increase in these costs associated with the temporary accommodation.

This Benefit does not cover the costs of providing alternative accommodation for any home office or health care practice.

This Benefit will not apply in any case where:

- the *home* is not *uninhabitable* (other than where provided under c. above); or
- *you* choose to or are encouraged to move out of *your home* while repair or rebuilding is undertaken, unless we agree in writing that vacating the *home* is necessary.

This Benefit will not apply where the *loss* covered by the Earthquake Commission is *loss* only to land.

*Our* liability under this benefit will be limited to 5% of the *sum insured* shown on the *schedule* or \$30,000 whichever is the greater, for any one event.

If *you*, or a member of *your* household, have an Alternative Accommodation benefit with *us* under any other policy or section of policy, *you* are only entitled to payment of this benefit under one policy or section of a policy per event.

### 2. Authorities Damage

We will, within the *sum insured*, pay for physical damage to the *home* caused by government or local authorities in order to prevent *loss* covered by this policy.

### 3. Fees and Clearance Costs

We will, within the *sum insured*, pay:

- a. the costs incurred in demolishing and clearing the building site of the damaged portion of the *home* and the removal of debris from the *home*; and
- b. architects, surveyors, consultants, legal and council fees incurred with *our* prior consent, directly required to enable the repair or rebuild of the *home* following any *loss* insured by this policy. This does not include costs which would not usually be required to enable building work of the type required for the repair or rebuild to proceed.

### 4. Home Office or Healthcare Practice

This policy extends to include, within the *sum insured*, any part of the *home* used as a home office or health care practice.

Health care practice, for the purposes of this Benefit, means the part of the *home* that is:

- a. exclusively used by *you* for the carrying on of the business of a health practitioner as defined by the Health Practitioners Competence Assurance Act 2003; or
- b. used by customers for access to that part of the *home*.

Home office, for the purposes of this Benefit, means the part of the *home* that is:

- a. exclusively used by *you* to conduct business of an administrative, clerical, or professional nature; or
- b. used by customers for access to that part of the *home*.

### 5. Landscaping

We will pay for *loss* to *your* gardens (including hedges, trees, shrubs, and plants), garden edging, and lawns where:

- a. the *home* was also damaged in the same event and we have agreed to pay a claim for *loss* to the *home*; or

# Home buildings (*continued*)

- b. a vehicle not belonging to *you* and/or not in *your* control causes damage by impact during the *period of insurance*, without causing any damage to the *home*.

Our liability under this benefit will be limited to \$2,500 for any one event.

## 6. Property Owner's Liability

**If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with *us*, *you* are only entitled to payment of any of the benefits below under one policy or section of a policy per event.**

### A. Liability for Damages

We will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand and arises out of *your* ownership of the *home*.

### B. Liability for Reparation

We will cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand and arises out of *your* ownership of the *home*, provided that:

- a. *you* tell *us* immediately if *you* are charged with any offence in connection with *your* ownership of the *home* which resulted in *loss* to someone else's property or *bodily injury* to another person; and
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

**But we will not pay under any of these benefits for:**

- a. legal liability for *loss* to property belonging to *you* or under *your* control;
- b. legal liability arising out of:
  - i. any business, profession, or employment;
  - ii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft or boat;
  - iii. the ownership and/or possession of any animals other than *domestic pets*;
  - iv. or assumed by agreement (unless *you* would have been liable anyway), except liability normally agreed to by a landlord under a tenancy or lease agreement;
- c. any punitive or exemplary damages awarded against *you*;
- d. legal liability where any exclusion in the section "Exclusions (what *you* are not insured for)" applies or where any general exclusion applies.

### Limits on what we will pay under Property Owner's Liability:

In respect of any one event, we will pay:

- i. for *loss* to someone else's property, up to \$2,000,000; and
- ii. for *bodily injury*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, we will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

## 7. Statutory Requirements

If we pay to repair or rebuild the *home*, we will, within the *sum insured*, pay the costs required to repair or rebuild the damaged portion of the *home* needed solely to comply with government or local authority statutes, bylaws, or regulations, provided that:

- a. *you* were not aware of, or *you* had not been served with notice of, the failure of the *home* to comply with such statutes, bylaws, or regulations prior to any *loss*;
- b. there has not been an entry made on *your* Certificate of Title as required by section 74 of the Building Act 2004 unless we have agreed in writing to provide the cover relating to such entry, prior to any *loss*;
- c. such costs do not relate to design issues that are otherwise excluded by Exclusion 6. Home Defects;
- d. the damaged portion of the building complied with relevant statute or local body regulation at the time it was built and at the time of any alteration to it, or if not compliant at those times; had subsequently been certified as being compliant;
- e. we will pay the cost of compliance for only that part of the *home* that has suffered physical damage covered by this policy and which relates solely to the repair of the *home* for that damage. We will not pay for any undamaged part of the *home*, whether or not it complies with any statute or local body regulation;
- f. where the *home* is registered with the New Zealand Historic Places Trust, we will not pay for any additional costs or fees required to comply with any heritage order(s) or covenant(s) that apply to the *home*.

We will never pay the costs associated with the repair, preparation, stabilisation or other treatment of the land necessary to comply with regulations to permit repair or rebuilding of the *home*.

# Home buildings (*continued*)

## Optional Additional Benefit

The following Optional Additional Benefit is subject to the policy definitions, clauses, exclusions, conditions and limits.

### Landlord's Extension

If *you* have paid an additional *premium* for this Additional Benefit and it is shown on the *schedule* as being included, we will provide benefits A and B for each self-contained dwelling unit that *you* have told *us* about, provided that each is occupied by a *tenant*, and is located at the *situation address* shown on the *schedule*:

#### A. Landlord's Furnishings

If *landlord's furnishings* suffer *loss* as a result of an event covered by this policy, we will pay the *indemnity value* of these items.

*Our liability for landlord's furnishings* is limited to \$5,000 per dwelling unit, for any one event.

#### B. Loss of Rent

If the *home* is *uninhabitable* because:

- a. of *loss* covered by this policy (or which would be covered but for the operation of the Earthquake Commission Act 1993); or
- b. a government or local authority prevents access to the *home* and this is initiated during the *period of insurance* due to possible or impending damage to an otherwise safe or sanitary *home*;

we will also pay or reimburse *you* for *loss of rent* from the date that the *home* becomes *uninhabitable*, provided that:

- i. the *home* was occupied by a *tenant* at the time of *loss* or prevention of access; or
- ii. at the time of *loss* or prevention of access, *you* had a signed *tenancy agreement* for a new *tenant* to let the *home* for an ongoing period intended to be no less than 90 days.

We will pay:

- i. an amount equal to the average weekly rental *you* received for renting out the *home* during the weeks it was rented in the 12 months prior to the *loss*, or where a *tenancy agreement* was signed prior to the *loss*, the amount of the weekly rental in the agreement; and
- ii. any other costs incurred with *our* written consent.

Where *your claim for loss* to the *home* is covered entirely by the Earthquake Commission, we will still pay *your loss of rent* under this Additional Benefit.

The maximum that we will pay for *loss of rent* is:

- for the period necessary to rebuild or repair the *home*, up to a maximum period of 12 months; or

- where *you* don't want the *home* repaired or rebuilt, up to two months; or
- for the period of prevention of access to the *home*, up to a maximum period of 12 months.

*Our liability for loss of rent* will be subject to a maximum of \$20,000 per dwelling unit or the amount shown on the *schedule*, whichever is higher, for any one event.

## Exclusions (what you are not insured for)

### 1. 72 Hour Restriction

This policy does not provide cover for any *loss* that occurs during the first 72 hours of the policy caused by storm, *flood*, landslip, bush fire or volcanic activity.

This exclusion only applies when *you* first take out the policy with *us* and does not apply where:

- a. this policy started immediately following any other policy that insured the *home* against storm, *flood*, landslip, bush fire or volcanic activity; or
- b. *you* took this policy out at the time *you* first purchased the *home*.

### 2. Electronic Data

This policy does not provide cover for any *loss* to, or arising from, any *loss of electronic data* of any kind, or any *loss of use*, reduction in functionality, or any other associated *loss* or expense or liability directly or indirectly arising from or in connection with the *loss of electronic data*. This includes any *electronic data* that is purchased in place of an item that could be purchased in a non-electronic format.

### 3. Hydrostatic Pressure

This policy does not provide cover for any *loss* to swimming and spa pools caused by hydrostatic pressure.

### 4. Natural Disaster Damage

This policy does not provide cover for *natural disaster*, except:

- a. where there is *loss* to the *home*, and
  - i. *your loss* to the *home* is covered under the Earthquake Commission Act 1993 (the EQC Act); and
  - ii. the Earthquake Commission has accepted liability and has paid the maximum amount that it is liable for under the EQC Act for *your claim*; and
  - iii. all amounts paid to *you* by the Earthquake Commission have been used by *you* to carry out repairs, or to rebuild the *home*, and/or to mitigate further *loss*;
- b. where there is *loss* to:

# Home buildings (*continued*)

- i. permanently installed swimming or spa pools; or
- ii. drains, pipes, and cables; or
- iii. driveways, paths, patios, fences and walls (other than retaining walls, except where cover is provided by Benefit 12 – Retaining Walls); or
- iv. tennis courts

that are not subject to insurance under the EQC Act.

Where there is *loss* caused by *natural disaster* for which you are covered under this policy, *our* liability will be limited to the amount that *we* would have paid under the policy if the cause of *loss* was other than *natural disaster*, less the amount that you have received from the Earthquake Commission, and less the additional excess of \$5,000 which applies for any payment under paragraph b. above. This policy does not provide cover for any excess imposed by the EQC Act.

However, this policy will never provide cover for *loss* to land, or for costs associated with stabilising land, or erecting or upgrading improvements to land, which are required to avert or mitigate *loss* to the *home*, even if such *loss* or costs are covered by the Earthquake Commission.

## 5. Other causes of *loss* that you are not covered for

This policy does not provide cover for:

- a. *loss* caused:
  - i. by mechanical or electrical breakdown or inability to operate any machine or electrical device covered by this policy, except where *loss* arises from impact, earthquake, fire, *flood*, lightning, power surge, volcanic eruption, a malicious act, or where actual burning out occurs;
  - ii. to lighting or heating elements, fuses or protective devices, or electrical contacts where arcing occurs in ordinary working;
  - iii. by defect in design or inherent fault;
  - iv. by wear and tear;
  - v. by insects or vermin (except opossums);
  - vi. by poor or defective workmanship; or
  - vii. by the process of cleaning, renovation, repair, or restoration, but only in respect of the article or property that has undergone such process (except where cover is provided by Benefit 10 – New Building Work);

however, this exclusion only applies to that part of the *home* directly affected by i. to vii. above. This policy will however cover any resultant *loss* to other parts of the *home* caused by the excluded *loss*, provided it is not also excluded.

- b. *loss* caused by:

- i. corrosion or rust;
- ii. action of micro-organisms, mould, mildew, rot, fungi, or gradual deterioration (unless covered under Benefit 9 – Gradual Damage);
- iii. any other gradually operating cause;
- iv. lifting or moving the *home*;
- v. structural additions or structural alterations to the *home* (except where cover is provided by Benefit 10 – New Building Work), or the removal of any external wall, roof materials, external cladding, or window or door, unless we have been notified of any such additions, alterations, or removal work and we have agreed in writing to maintain cover;
- vi. vibration, weakening or removal of support;
- vii. burglary, theft, malicious, intentional or deliberate damage committed by anybody renting, living, or staying in the *home* (however where the *home* is *tenanted* we will cover any *loss* to the *home* from fire or explosion resulting from malicious, intentional or deliberate damage by *tenants*), If:
  - the *home* is *tenanted*; and
  - it is shown on *your schedule* that you are insured for Cover Option - Maxi and have purchased the Optional Additional Benefit ‘Landlord extension’this exclusion doesn’t apply to the extent of the cover provided by the Optional Additional Benefit.
- viii. scratching, chewing, tearing, or soiling by household pets where the occupant of the *home* is anyone other than you;
- ix. subsidence, settling, ground heave, shrinkage, expansion, or erosion.

## 6. Home Defects

This policy does not provide cover for any *loss* to the *home* where that *loss* arises from, is consequent upon or in connection with the failure of the *home* to contain or incorporate materials or to utilise a design, a system, or a standard of workmanship which effectively prevents or manages the presence or penetration of moisture or water to which the *home* might reasonably be subjected.

## 7. Uncertified Home

This policy does not provide cover for any *loss* to the *home* where that *loss* arises from, is consequent upon, or is in connection with the failure of the *home* to meet the standard prescribed for the *home* by any Regulation, Act, or By-Law.

# Home buildings (*continued*)

## 8. Unoccupied Home

This policy does not provide cover for any *loss*:

- a. to the *home* if *unoccupied* unless we have been notified and have agreed in writing to maintain cover, and provided that:
  - i. the *home* and its lawns and gardens are kept in a tidy condition; and
  - ii. all external doors and windows are kept locked; and
  - iii. all papers and mail are collected weekly; and
  - iv. the *home* is under weekly supervision.
- b. to the *home* while unattended, if normally used as a holiday *home* or weekend *home*, unless requirements a.i. to a.iv. above are complied with.

However, where *you* ordinarily occupy the *home*, but *your* travel or medical commitments mean that the *home* is *unoccupied* for a period exceeding 60 days, we agree to maintain cover under this policy for an additional period of 30 days, provided that the requirements in a.i. to a.iv. above are met.

## 9. Business Use

This policy does not provide cover for any *loss* or liability arising from the use of the *home* for business other than that covered by Benefit 4 – Home Office or Healthcare Practice.

## 10. Costs to Mitigate Loss

This policy does not provide cover for any costs directly or indirectly associated with the:

- a. stabilising of or making improvements to land; or
  - b. erecting or upgrading any improvements to land;
- which are required to avert or mitigate *loss* to the *home*.

## 11. Existing Damage

This policy does not provide cover for any damage which has not been repaired at the time of the commencement of the *period of insurance*.

## 12. Unrepaired Land

This policy does not provide cover for *loss* caused or contributed to by land where *you* are aware that the land requires repair or poses a threat to the *home*. This policy will not cover *loss* caused or contributed to by the condition of the land where *you*, or a previous owner of the *home*, has received payment from the Earthquake Commission in order to effect repairs to the land, and those repairs have not been undertaken.

## 13. Land

This policy does not insure land, damage to land, or any costs involved in the repair or stabilisation of land in order to facilitate the repair or rebuild of the *home*, or any treatment of the land required to make it suitable for repair or building of the *home*. The only work to land covered by this policy is:

- that which is required by Benefit 12 – Retaining Walls; and
- the digging of foundations or piles as required by government or local authority statutes, bylaws, or regulations, necessary to allow for the repair or rebuild of the *home* following *loss* covered by this policy.

*You* must ensure that *your* land provides an adequate platform for the completion of any repair or rebuild undertaken pursuant to the cover provided by this policy.

There are also General exclusions at the beginning of this policy.

## 14. Illegal Drug Contamination

This policy does not provide cover for any *loss* or liability arising from the manufacture, supply, storage, possession or use of any illegal drugs or substances including methamphetamine or any pre-cursor chemicals or materials used in any of these activities in or near *your home* (however we will cover any *loss* to the *home* from fire or explosion).

If it is shown on the *schedule* that *you* are insured for Cover Option – Maxi, this exclusion doesn't apply:

- a. to the extent of the cover provided for in Benefit 20 – Methamphetamine Contamination where *your home* is *tenanted*; or
- b. where *you* normally reside in the *home* as *your* place of residence, including where *you* share the *home* with a *tenant*, and the *loss* is caused by unknown persons breaking into or entering *your home* without *your* permission when *your home* is unattended but is not *unoccupied*. In this case, we will extend Benefit 20 – Methamphetamine Contamination to cover the *loss* to the *home* and this exclusion doesn't apply to the extent of the cover provided for in that benefit. The limit of liability otherwise applicable to Benefit 20 – Methamphetamine Contamination will not apply in these circumstances and cover under the benefit will instead apply within the *sum insured*.

# Home buildings (*continued*)

## Policy Conditions

**General conditions give you information about your and our obligations arising from this policy. They are listed at the beginning of this policy.**

The following conditions apply specifically to this section of the policy:

### 1. Additional Excesses

The following additional excesses will be deducted from the amount of *your* claim:

- a. Except where *loss* arises from fire, *flood* or *natural disaster*:
  - i. \$250 for each event if *your home* is let to *tenant's* other than *you*
  - ii. \$1,000 for each event if *your home* is made available for casual use by anyone in return for any form of payment.

### 2. Landlord Obligations

The following conditions apply where the *home* is *tenanted*.

- a. *You* or *your* managing agent must:
  - i. exercise reasonable care in the selection of each person who is a *tenant*; and
  - ii. obtain satisfactory references for each adult *tenant* prior to that *tenant* moving into the *home*; and
  - iii. keep records of the checks undertaken and references obtained and provide these to *us* if *we* ask for them.
- b. At 6 monthly intervals, or whenever there is a change of *tenant*, *you* or *your* managing agent must:
  - i. complete an internal and external inspection of the property; and
  - ii. keep photos and written records of the inspections and provide these to *us* if *we* ask for them.
- c. If it is shown on the *schedule* that *you* are insured for Cover Option – Maxi and *you* have purchased the Optional Additional Benefit – Landlord's Extension, in addition to complying with the requirements of a. and b. above:
  - i. *you* have an obligation to mitigate any claim *you* make for *your* loss of *rent* under this policy by taking all reasonable steps to find suitable alternative *tenants* and must provide *us* with records of steps taken if *we* ask for them; and
  - ii. *you* or *your* managing agent must actively monitor *rent* for *your home* and if the *rent* is 10 days in arrears, *you* or *your* managing agent

must provide a written notice requiring the *tenant* to remedy the arrears. If the unpaid *rent* is not received within a further 5 days, *you* or *your* managing agent must personally deliver a second notice to the *tenants* requiring the arrears to be remedied. *You* or *your* managing agent must also ascertain at this time whether the *tenants* are still living at the *home*.

# Home contents

## What you are insured for

The cover provided to you under this policy is dependent upon the Cover Option shown on the *schedule*.

### Cover Option – Maxi

When shown on the *schedule* that you are insured for Cover Option – Maxi, we will insure you for loss to the contents while they are at the home and while they are temporarily removed from the home for use anywhere in New Zealand during the period of insurance.

### How we may settle your claim

Where your contents sustain a loss which we accept under this policy, we will pay the replacement value for all contents except:

- clothing;
- footwear;
- video and/or audio tapes, records, and discs;
- books and magazines;
- sports equipment more than 2 years old;
- camping, fishing, and diving equipment more than 2 years old;
- bicycles (including any e-bike) more than 3 years old;
- laptop computers, tablets, mobile or smart phones, or any other similar handheld electronic device, that are more than 3 years old and that are capable of:
  - communication with any person or any other electronic device; and/or
  - receiving, running, or displaying and storing executable data programmes, or applications;
- drones more than 3 years old;
- contents located at a home owned by you, but which is occupied by anyone other than you;

for which we will pay the indemnity value.

However,

1. the maximum amount we will pay is the *sum insured* shown on the *schedule*.
2. Subject to paragraph 3. below, if you do not want the items repaired or replaced, we will pay you only the indemnity value of the items or the cost of the repairs, whichever is less.
3. If any unspecified item of jewellery or watch is not replaced or repaired, the maximum amount we will pay for each item is either:
  - a. 50% of the replacement value; or

- b. the market value;

whichever is the lesser, up to the limits for jewellery or watches listed below.

### Limits on what we will pay

1. The maximum amount we will pay under this policy is:
  - a. the *sum insured* shown on the *schedule*; plus
  - b. any GST you have paid or that is payable on the *sum insured*; plus
  - c. any amounts we may be liable to pay under the following Benefits:
    - i. Benefit 1 – Alternative Accommodation;
    - ii. Benefit 5 – Fatal Injury;
    - iii. Benefit 7 – Occupier’s and Personal Liabilities;
    - iv. Benefit 9 – Removal of Debris.

All other Benefits not listed here are paid within the *sum insured* stated on the *schedule*.

2. The maximum we will pay for any of the following items is the amount listed under paragraph 3. below unless we have agreed to specify the item on the *schedule* for another amount, and you have paid the additional premium required by us. The amount we will pay is subject to the provisions of the policy under the heading ‘How we may settle your claim’.

However,

- a. we will only replace damaged floor coverings, drapes, curtains, or blinds in the room or rooms where the loss occurred;
- b. we will only pay for the proportion of any consumables that remain at the time of loss;
- c. where any similar items, other than jewellery, suffer loss, we will not pay more than the value of or cost to replace the particular item that suffers loss. We are not obliged to exactly replace, repair, or reinstate any items that have suffered loss. We will not replace similar items that have not suffered loss;
- d. where we have agreed to increase one or more of the policy limits that otherwise apply, then where:
  - i. any item of jewellery is specified on the *schedule*, any claim for burglary, theft or unexplained loss must be supported by a pre-loss valuation for each item being claimed. Any claim settlement may be affected where there is no supporting pre-loss valuation. Any pre-loss valuation must be issued by an industry recognised jewellery valuer;
  - ii. any individual specified item of jewellery or watch has a specified value exceeding \$50,000,



# Home contents (*continued*)

or where the total value of all specified items of jewellery or watches exceeds \$100,000, all of the specified items must be kept within a locked safe when:

- a. not being worn or carried by *you*; or
- b. *you* are absent from the building where the items are left;

The safe must be:

1. manufactured by a reputable safe manufacturer; and
2. of a standard sufficient to protect the specified items; and
3. securely anchored to the floor or wall in accordance with the manufacturer's installation instructions.

If *you* fail to adhere to these requirements, we will not pay any claim for burglary, theft, or unexplained *loss*.

- e. *our* liability to *you* under all legal liability benefits (Liability for *Damages* and Liability for *Reparation*), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any *period of insurance*. In addition we will pay *your* legal defence costs and expenses incurred with *our* consent where *your* legal liability is to pay *damages*. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

3. In each case, all the following limits include accessories and ancillary equipment.
  - \$5,000 per item (including any pair or set) of unspecified jewellery or watch, up to a maximum amount for any one claim of 15% of the *sum insured* appearing on the *schedule* (excluding specified items of jewellery and watches) or \$15,000, whichever is the greater;
  - \$3,000 per item of photographic, digital, and video camera equipment. The camera body and the lens attached to the camera body is one item, unless separately specified on the *schedule*. Any extra lens which is not permanently attached to a camera body or which is designed to be detachable and interchangeable with any suitable camera body is treated as a separate item;
  - \$3,000 for any *drone*, unless separately specified on the *schedule*;
  - \$5,000 for any bicycle (including any e-bike), unless separately specified on the *schedule*;
  - \$3,000 for any canoe, kayak, surf board, surf ski, kite surfer, paddle board, or windsurfer, unless separately specified on the *schedule*;

- \$3,000 for any boat (other than canoe, kayak, surfboard, surf ski, kite surfer, paddle board, or windsurfer). Any boat that has a *market value* of more than \$3,000 is not covered by this policy;
- \$2,000 in total for motor and marine parts and accessories removed from any vehicle or boat, including children's car seats;
- \$2,000 in total for remote-controlled scale models;
- \$1,000 per coin, card, or stamp, up to a maximum of \$3,000 in total for any collection of coins, cards, or stamps, unless separately specified on the *schedule*;
- \$1,000 in total for unset precious or semi-precious gemstones or minerals, gold or silver bullion or ingots, or precious metals, unless separately specified on the *schedule*;
- \$1,000 in total for all money, negotiable securities, certificates or documents, bonus bonds, travellers' cheques, or travel tickets.

## Benefits included in your cover

We will cover or pay for the following Benefits numbered 1 to 21, which are subject to the policy definitions, clauses, exclusions, conditions and limits.

### 1. Alternative Accommodation

Where *you* are the owner-occupier of the *home*, or where *you* occupy the *home* as a *tenant*, we will reimburse *you* for the reasonable additional costs of temporary accommodation (of a similar standard to the *home*) for *you*, including the boarding of *your domestic pets* and the temporary storage of *contents* (including the removal and return of the *contents* from storage or temporary accommodation), incurred by *you* while:

- a. the *home* is *uninhabitable* due to *loss* covered by this policy; or
- b. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* to the *home* within which the *contents* covered by this policy are located; or
- c. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* covered entirely by the Earthquake Commission; or
- d. there is prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* due to possible or impending damage to an otherwise safe or sanitary *home*.

We will pay the Alternative Accommodation benefit for the period that the *home* is *uninhabitable*, but we will not pay more than:

- a. a period of 12 months or \$40,000, whichever is the lesser, if *you* are the owner-occupier of the *home*; or

# Home contents (*continued*)

- b. a period of 1 month or \$5,000, whichever is the lesser, if *you* occupy the *home* as a *tenant*.

In the event of a widespread *natural disaster* we may at *our* sole discretion remove the 12 month limit.

We will not reimburse costs for travel, consumables, phone charges, electricity, gas, or water supply services, or other costs that would otherwise be paid by *you* if the *home* was undamaged or still habitable. We will not pay for any increase in these costs associated with the temporary accommodation.

This Benefit does not cover the costs of providing alternative accommodation for any home office or health care practice.

This Benefit will not apply in any case where:

- the *home* is not *uninhabitable* (other than where provided under d. above); or
- *you* choose to or are encouraged to move out of *your home* while repair or rebuilding is undertaken, unless we agree in writing that vacating the *home* is necessary.

This Benefit will not apply where the *loss* covered by the Earthquake Commission is *loss* only to land.

**If *you*, or a member of *your* household, have an Alternative Accommodation Benefit with us under any other policy or section of policy, *you* can only claim this benefit under one policy or section of a policy per event.**

## 2. Authorities Damage

We will pay for physical damage to *contents* caused by government or local authorities in order to prevent *loss* covered by this policy. Any payment will be within the *contents sum insured* shown on the *schedule* and subject to maximum item limits as shown in this policy.

## 3. Change of Situation and Transit Cover

If *you* move out of *your* permanent *home*, to a situation address other than that shown on the *schedule*, we will extend cover to include *contents* at *your* new *home*, provided *you* notify us in writing within 30 days of the date the *contents* are first removed.

Cover on the *contents* at the previous *situation address* will cease 30 days after the *contents* are first removed, unless we have otherwise agreed in writing, prior to any *loss*, to continue providing cover.

We will also cover the *contents* for *loss* arising from fire, theft from a securely locked vehicle, and collision and overturning of the conveying vehicle, while *you* are moving the *contents* between *your* old *home* and *your* new *home*. For *contents* in transit *our* liability under this Benefit will be limited to \$10,000 for any one event, and will be subject to the maximum item limits as shown in this policy.

## 4. Credit and Debit Cards

If there is any unauthorised use (by someone other than *you*) of *your* credit or debit cards we will reimburse *you* for *your* financial loss, provided that:

- a. *you* have observed the conditions under which the card was issued; and
- b. *you* have notified the Police and issuing authorities within 24 hours of discovery; and
- c. the loss cannot be recovered from any other source.

*Our* liability under this Benefit will be limited to \$1,000 in total as a result of *loss* or theft of *your* cards in any one event.

## 5. Fatal Injury

If *you* are injured at the *home* as a result of fire or burglary and *you* die of the injury within 3 months, we will pay *your* legal representative \$10,000.

## 6. Fusion of Electric Motors

If an electric motor burns out or fuses, we will pay for its replacement. We will also pay for an exchange sealed compressor for motors within a sealed refrigeration or air-conditioning compression unit, and for re-gassing the unit.

## 7. Occupier's and Personal Liabilities

**If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with us, *you* are only entitled to payment of any of the benefits below under one policy or section of a policy per event.**

### A. Liability for Damages

We will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand.

### B. Liability for Reparation

We will cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand, provided that:

- a. *you* tell us immediately if *you* are charged with any offence which resulted in *loss* to someone else's property or *bodily injury* to another person; and
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

### C. Extended Liability

Provided all the requirements are met, we will extend the Liability for *Damages* and Liability for *Reparation* benefits to include:

# Home contents (*continued*)

- a. *your* children who are covered by Benefit 12 – Boarding School and Benefit 20 – Tertiary Accommodation;
- b. *your* involvement in paid part-time baby-sitting;
- c. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired;
- d. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a *market value* of more than \$3,000 is not covered by this policy;
- e. the non-competitive use of any scale-model, radio-controlled:
  - i. aircraft;
  - ii. watercraft;
  - iii. motor vehicle.

## **But we will not pay under any of these benefits for:**

- a. legal liability for *loss* to property belonging to *you* or in *your* custody and control, except for the *home* when occupied by *you* as a *tenant*;
- b. legal liability arising out of:
  - i. *your* ownership of the *home*, its land, or any other buildings or land;
  - ii. any business, profession or employment;
  - iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft (including *drones*), or boat;
  - iv. the ownership or possession of any animals other than *domestic pets*;
  - v. or assumed by agreement (unless *you* would have been liable anyway);
- c. any punitive or exemplary damages awarded against *you*;
- d. legal liability where any exclusion in the section “Exclusions (what *you* are not insured for)” applies or where any general exclusion applies.

## **Limits on what we will pay under Occupier’s and Personal Liabilities:**

In respect of any one event, *we* will pay:

- i. for *loss* to someone else’s property, up to \$2,000,000; and
- ii. for *bodily injury*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, *we* will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

## **8. Property used for Trade, Professional, or Business Use**

*We* will insure *your* tools and other articles (except for products, or stock of raw or finished goods or materials) used by *you* for trade, professional, or business purposes. *Our* liability under this Benefit will be limited to \$2,000 in total for any one event.

## **9. Removal of Debris**

With *our* prior consent, *we* will pay the costs incurred for removing the *contents* debris from the *home*.

## **10. Specified Items**

When shown on the *schedule* that an individual item of *contents* has been specified, the item will be covered for its *replacement value* up to the amount specified on the *schedule*. If *you* do not want the items repaired or replaced, *we* will pay *you* only the *indemnity* value of the items or the cost of the repairs, whichever is the lesser.

## **11. Stolen Keys**

If any key giving access to the *home* is stolen or believed on reasonable grounds to have been duplicated without proper authority following its disappearance, *we* will pay the cost reasonably incurred in altering or replacing locks and their keys and changing the combination number of any electronic keypad. *We* will also pay the reasonable cost of opening any safe following theft or disappearance of its key or combination.

*Our* liability under this Benefit will be limited to \$2,000 for any one event.

**If *you*, or a member of *your* household, has home and contents insurance at the same *situation address* with *us*, *you* are only entitled to payment of this benefit under one policy or section of policy per event.**

## **12. Boarding School**

*We* will insure the *contents* belonging to *your* children temporarily living away from the *home* at a boarding school, subject to maximum item limits as shown in this policy.

## **13. Gifts**

*We* will insure wedding, Christmas or other special occasion gifts temporarily in the *home* that belong to someone other than *you*.

## **14. Gradual Damage**

*We* will pay for gradual physical damage to *contents* resulting from water leaking or overflowing from any internal water system, if the *loss* first occurs during the time that *you* occupy the *home* and the water leak or overflow causing the *loss* was not visible, noticeable, or obvious.

## Home contents (*continued*)

An internal water system, for the purposes of this Benefit, is any water pipe, waste disposal pipe or water storage tank which is hidden from view within the dwelling structure and is permanently connected and/or contained within its walls, cupboards, floors, ceiling, or roof, or connected to any water cylinder, refrigerator, water purifier, washing machine, dishwasher, or similar household items.

Our liability under this Benefit will be limited to \$5,000 for any one event.

### 15. Home Office or Healthcare Practice

Where home office or healthcare equipment owned by you, used by you for business purposes, and is located at the home, we will provide cover for this equipment. For the purposes of this Benefit:

- Home office equipment includes office furniture, computer and peripheral equipment, facsimile machine, photocopier, and stationery;
- Health care equipment includes all of the above plus equipment appropriate to the practice of a legally qualified health practitioner. A health practitioner is as defined by the Health Practitioners Competence Assurance Act 2003.

Our liability under this Benefit will be limited to \$15,000 for any one event.

### 16. Misuse of Mobile/Smart Phones

If your mobile/cellular phone is lost or stolen, we will pay the amount attributed to its unauthorised use (other than use by you) as billed to you by your network service provider for the 24-hour period immediately following its loss or theft, provided you inform your network service provider immediately upon discovery of the loss or theft.

Our liability under this Benefit will be limited to \$500 for any one event.

### 17. Overseas Travel

We will extend cover to your clothing, personal effects, suitcases, bags, jewellery, watches and cameras, while you are in transit to and from, and travelling within, Australia or the Pacific Islands on personal or business travel during the period of insurance, provided that:

- a. your entire trip does not exceed 30 days in total; and
- b. your contents are not covered by a travel insurance policy.

In the case of loss by theft or burglary, you must report the incident to local Police within 24 hours of the loss being discovered.

Our liability under this Benefit will be limited to \$5,000 in total during any one period of insurance, and is subject to

maximum item limits as shown in this policy.

### 18. Storage of Contents

Where, for reasons other than a valid claim under this policy, you choose to move any of the contents from the home to store them at another location, we will continue to provide cover for the contents for a maximum period of 90 days from the date the contents were removed from the home.

However, if the contents are stored anywhere other than within a secured unit, at a commercial storage facility under a contract in your name, we will not accept any claims for loss arising from theft (unless there is forcible and violent entry to the building or room in which the contents are kept), unexplained loss or water damage.

Our liability under this Benefit will be for the indemnity value of the item(s), which are the subject of a claim, and we will not pay more than \$20,000 in total for any one event in the 90-day period, subject to the maximum item limits as shown in this policy.

### 19. Tenant's Improvements

This policy is extended to provide cover for any items you own that are permanently installed and attached to the home you rent and live in, up to a maximum of \$5,000 for any one event.

**If you, or a member of your household, has home or contents insurance at the same situation address, you are entitled to payment of this benefit under only one policy or section of policy per event.**

### 20. Tertiary Accommodation

We will insure the contents belonging to your children who are temporarily residing away from home in accommodation provided by a tertiary educational institution. However, we will not pay for theft of your children's contents from such accommodation, unless there is forcible and violent entry to the building or room in which the contents are kept, or the theft is as a result of actual or threatened physical violence to your children.

Our liability under this Benefit will be limited to \$5,000 per child, for any one event, subject to the maximum item limits as shown in this policy.

### 21. Vehicle Accessories within an Employer's Motor Vehicle

We will insure your portable entertainment and navigational accessories, contained within a motor vehicle owned by your employer and provided to you for your use, against loss by theft, provided that there is no other cover available for these systems under your employer's motor vehicle insurance policy.

# Home contents (continued)

Any payment under this Benefit will be for the *indemnity value* of the item(s) the subject of a claim, and *we* will not pay more than \$1,500 in total for any one event. The additional excess applying to portable electronic equipment will also apply to this benefit.

## Cover Option – Flexi

When shown on the *schedule* that *you* are insured for Cover Option – Flexi, *we* will insure *you* for *loss* to the *contents* while they are at the *home* during the *period of insurance* arising only from the following events:

1. fire, explosion, or lightning;
2. storm or *flood*;
3. burglary or theft;
4. riot, civil commotion, strikes, or labour disturbance;
5. malicious damage or vandalism;
6. sudden escape or overflowing of water or oil from any domestic water or heating equipment, sink, bath, toilet, or reticulation installed in the *home*;
7. opossums entering the *home*;
8. collision or impact by vehicle or animal;
9. impact from aircraft and other aerial or spatial devices or debris and articles dropped therefrom;
10. burning out by electrical current;
11. breakage resulting in the fracture through the entire thickness of mirrors, plate-glass tops on furniture, or fixed glass in furniture;
12. *natural disaster*.

## How we may settle your claim

Where *your contents* sustain a *loss* which *we* accept under this policy, *we* will pay the *indemnity value* of the *contents*, but limited to the *sum insured* shown on the *schedule*. However, if any unspecified item of jewellery or watch is not replaced or repaired, the maximum amount *we* will pay is 50% of the *indemnity value* (unless *you* have paid for Optional Additional Benefit 14 – *Replacement Value* for *Contents*, in which case the maximum amount *we* will pay is 50% of the *replacement value*, or *market value*, whichever is the lesser), up to the limits for jewellery or watches listed below.

## Limits on what we will pay

1. The maximum amount *we* will pay under this policy is:
  - a. the *sum insured* shown on the *schedule*; plus
  - b. any GST *you* have paid or that is payable on the *sum insured*; plus
  - c. any amounts *we* may be liable to pay under the following Benefits:
    - i. Benefit 1 – Alternative Accommodation;

- ii. Benefit 5 – Fatal Injury;
- iii. Benefit 7 – Occupier’s and Personal Liabilities;
- iv. Benefit 9 – Removal of Debris.

All other Benefits, including Optional Additional Benefits, not listed here are paid within the *sum insured* stated on the *schedule*.

2. The maximum *we* will pay for any of the following items is the amount listed under paragraph 3. below unless *we* have agreed to specify the item on the *schedule* for another amount, and *you* have paid the additional *premium* required by *us*. Then, the specified amount on the *schedule* will be the maximum *we* will pay, however,
  - a. *we* will only replace damaged floor coverings, drapes, curtains, or blinds in the *room* or *rooms* where the *loss* occurred;
  - b. *we* will only pay for the proportion of any consumables that remain at the time of *loss*;
  - c. where any *similar items*, other than jewellery, suffer *loss*, *we* will not pay more than the value of or cost to replace the particular item that suffers *loss*. *We* are not obliged to exactly replace, repair, or reinstate any items that have suffered *loss*. *We* will not replace *similar items* that have not suffered *loss*;
  - d. where *we* have agreed to increase one or more of the policy limits that otherwise apply within this section of the policy under the heading ‘**Limits on what we will pay**’, and *you* have paid the additional *premium* required by *us*, *we* will insure the items up to the values as specified on the *schedule*. However, where:
    - i. any item of jewellery is specified on the *schedule*, any claim for burglary, theft or unexplained *loss* must be supported by a pre-*loss* valuation for each item being claimed. Any claim settlement may be affected where there is no supporting pre-*loss* valuation. Any pre-*loss* valuation must be issued by an industry recognised jewellery valuer;
    - ii. any individual specified item of jewellery or watch has a specified value exceeding \$50,000, or where the total value of all specified items of jewellery or watches exceeds \$100,000, all of the specified items must be kept within a locked safe when:
      - a. not being worn or carried by *you*; or
      - b. *you* are absent from the building where the items are left;The safe must be:
      1. manufactured by a reputable safe manufacturer; and
      2. of a standard sufficient to protect the

# Home contents (continued)

specified items; and

3. securely anchored to the floor or wall in accordance with the manufacturer's installation instructions.

If *you* fail to adhere to these requirements, we will not pay any claim for burglary, theft, or unexplained *loss*.

- e. *our* liability to *you* under all legal liability benefits (Liability for *Damages* and Liability for *Reparation*), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any *period of insurance*. In addition we will pay your legal defence costs and expenses incurred with *our* consent where *your* legal liability is to pay *damages*. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.
3. In each case, all the following limits include accessories and ancillary equipment.
  - \$3,000 per item (including any pair or set) of unspecified jewellery or watch, up to a maximum amount for any one claim of 15% of the *sum insured* appearing on the *schedule* (excluding specified items of jewellery and watches) or \$15,000, whichever is the greater;
  - \$3,000 per item of photographic, digital, and video camera equipment. The camera body and the lens attached to the camera body is one item, unless separately specified on the *schedule*. Any extra lens which is not permanently attached to a camera body or which is designed to be detachable and interchangeable with any suitable camera body is treated as a separate item;
  - \$3,000 for any *drone*, unless separately specified on the *schedule*;
  - \$3,000 for any bicycle (including any e-bike), unless separately specified on the *schedule*;
  - \$3,000 for any canoe, kayak, surf board, surf ski, kite surfer, paddle board, or windsurfer, unless separately specified on the *schedule*;
  - \$3,000 for any boat (other than canoe, kayak, surfboard, surf ski, kite surfer, paddle board, or windsurfer). Any boat that has a *market value* of more than \$3,000 is not covered by this policy;
  - \$2,000 in total for motor and marine parts and accessories removed from any vehicle or boat, including children's car seats;
  - \$2,000 in total for remote-controlled scale models;
  - \$1,000 per coin, card, or stamp, up to a maximum of

\$3,000 in total for any collection of coins, cards, or stamps, unless separately specified on the *schedule*;

- \$1,000 in total for unset precious or semi-precious gemstones or minerals, gold or silver bullion or ingots, or precious metals, unless separately specified on the *schedule*;
- \$1,000 in total for all money, negotiable securities, certificates or documents, bonus bonds, travellers' cheques, or travel tickets.

## Benefits included in your cover

We will cover or pay for the following Benefits numbered 1 to 11, which are subject to the policy definitions, clauses, exclusions, conditions and limits.

### 1. Alternative Accommodation

Where *you* are the owner-occupier of the *home*, or where *you* occupy the *home* as a *tenant*, we will reimburse *you* for the reasonable additional costs of temporary accommodation (of a similar standard to the *home*) for *you*, including the boarding of *your domestic pets* and the temporary storage of *contents* (including the removal and return of the *contents* from storage or temporary accommodation), incurred by *you* while:

- a. the *home* is *uninhabitable* due to *loss* covered by this policy; or
- b. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* to the *home* within which the *contents* covered by this policy are located; or
- c. the *home* is *uninhabitable* due to *loss* which occurs during the *period of insurance* covered entirely by the Earthquake Commission; or
- d. there is prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* due to possible or impending damage to an otherwise safe or sanitary *home*.

We will pay the Alternative Accommodation benefit for the period that the *home* is *uninhabitable*, but we will not pay more than:

- a. a period of 12 months or \$30,000, whichever is the lesser, if *you* are the owner-occupier of the *home*; or
- b. a period of 1 month or \$5,000, whichever is the lesser, if *you* occupy the *home* as a *tenant*.

In the event of a widespread *natural disaster* we may at *our* sole discretion remove the 12 month limit.

We will not reimburse costs for travel, consumables, phone charges, electricity, gas, or water supply services, or other

# Home contents (*continued*)

costs that would otherwise be paid by *you* if the *home* was undamaged or still habitable. *We* will not pay for any increase in these costs associated with the temporary accommodation.

This Benefit does not cover the costs of providing alternative accommodation for any home office or health care practice.

This Benefit will not apply in any case where;

- the *home* is not *uninhabitable* (other than where provided under d. above); or
- *you* choose to or are encouraged to move out of *your home* while repair or rebuilding is undertaken, unless *we* agree in writing that vacating the *home* is necessary.

This Benefit will not apply where the loss covered by the Earthquake Commission is loss only to land.

**If *you*, or a member of *your* household, have an Alternative Accommodation Benefit with *us* under any other policy or section of policy, *you* can only claim this benefit under one policy or section of a policy per event.**

## 2. Authorities Damage

*We* will pay for physical damage to *contents* caused by government or local authorities in order to prevent *loss* covered by this policy. Any payment will be within the *contents sum insured* shown on the *schedule* and subject to maximum item limits as shown in this policy.

## 3. Change of Situation and Transit Cover

If *you* move out of *your* permanent *home*, to a situation address other than that shown on the *schedule*, *we* will extend cover to include *contents* at *your* new *home*, provided *you* notify *us* in writing within 30 days of the date the *contents* are first removed.

Cover on the *contents* at the previous *situation address* will cease 30 days after the *contents* are first removed, unless *we* have otherwise agreed in writing, prior to any *loss*, to continue providing cover.

*We* will also cover the *contents* for *loss* arising from fire, theft from a securely locked vehicle, and collision and overturning of the conveying vehicle, while *you* are moving the *contents* between *your* old *home* and *your* new *home*. *Our* liability under this Benefit will be limited to \$10,000 for any one event, and will be subject to the maximum item limits as shown in this policy.

## 4. Credit and Debit Cards

If there is any unauthorised use (by someone other than *you*) of *your* credit or debit cards *we* will reimburse *you* for *your* financial loss, provided that:

- a. *you* have observed the conditions under which the card was issued; and

- b. *you* have notified the Police and issuing authorities within 24 hours of discovery; and
- c. the loss cannot be recovered from any other source.

*Our* liability under this Benefit will be limited to \$1,000 in total as a result of *loss* or theft of *your* cards in any one event.

## 5. Fatal Injury

If *you* are injured at the *home* as a result of fire or burglary and *you* die of the injury within 3 months, *we* will pay *your* legal representative \$10,000.

## 6. Fusion of Electric Motors

If an electric motor burns out or fuses, *we* will pay for its replacement. *We* will also pay for an exchange sealed compressor for motors within a sealed refrigeration or air-conditioning compression unit, and for re-gassing the unit.

## 7. Occupier's and Personal Liabilities

**If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with *us*, *you* are only entitled to payment of any of the benefits below under one policy or section of a policy per event.**

### A. Liability for Damages

*We* will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand.

### B. Liability for Reparation

*We* will cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or *loss* to someone else's property happening during the *period of insurance* as a result of an event that occurs in New Zealand, provided that:

- a. *you* tell *us* immediately if *you* are charged with any offence which resulted in *loss* to someone else's property or *bodily injury* to another person; and
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

### C. Extended Liability

Provided all the requirements are met, *we* will extend the Liability for *Damages* and Liability for *Reparation* benefits to include:

- a. *your* involvement in paid part-time baby-sitting;
- b. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired;
- c. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a *market value* of more than \$3,000 is not covered by this policy;

## Home contents (*continued*)

- d. the non-competitive use of any scale-model, radio-controlled:
  - i. aircraft;
  - ii. watercraft;
  - iii. motor vehicle.

### **But we will not pay under any of these benefits for:**

- a. legal liability for *loss* to property belonging to *you* or in *your* custody and control, except for the *home* when occupied by *you* as a *tenant*;
- b. legal liability arising out of:
  - i. *your* ownership of the *home*, its land, or any other buildings or land;
  - ii. any business, profession or employment;
  - iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft (including *drones*), or boat;
  - iv. the ownership or possession of any animals other than *domestic pets*;
  - v. or assumed by agreement (unless *you* would have been liable anyway);
- c. any punitive or exemplary damages awarded against *you*;
- d. legal liability where any exclusion in the section “Exclusions (what *you* are not insured for)” applies or where any general exclusion applies.

### **Limits on what we will pay under Occupier’s and Personal Liabilities:**

In respect of any one event, we will pay:

- i. for *loss* to someone else’s property, up to \$2,000,000; and
- ii. for *bodily injury*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, we will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

### **8. Property used for Trade, Professional, or Business Use**

We will insure *your* tools and other articles (except for products, or stock of raw or finished goods or materials) used by *you* for trade, professional, or business purposes. *Our* liability under this Benefit will be limited to \$2,000 in total for any one event.

### **9. Removal of Debris**

With *our* prior consent, we will pay the costs incurred for removing the *contents* debris from the *home*.

### **10. Specified Items**

When shown on the *schedule* that an individual item of *contents* has been specified we will automatically extend cover under this policy for this individual item for as long as it remains specified in the following ways:

- a. the item will be covered for any peril which would be covered under Cover Option – Maxi;
- b. the item will be covered while it is temporarily removed from the *home* for use anywhere in New Zealand during the *period of insurance*; and
- c. where the item is being repaired or replaced, it will be covered for its *replacement value* up to the amount specified on the *schedule*. If it is not being repaired or replaced, it will be covered for its *indemnity value* up to the amount specified on the *schedule*.

### **11. Stolen Keys**

If any key giving access to the *home* is stolen or believed on reasonable grounds to have been duplicated without proper authority following its disappearance, we will pay the cost reasonably incurred in altering or replacing locks and their keys and changing the combination number of any electronic keypad. We will also pay the reasonable cost of opening any safe following theft or disappearance of its key or combination.

*Our* liability under this Benefit will be limited to \$2,000 for any one event.

**If *you*, or a member of *your* household, has home and contents insurance at the same *situation address* with us, *you* are only entitled to payment of this benefit under one policy or section of policy per event.**

### **Optional Additional Benefits**

The following Optional Additional Benefits numbered 12 to 14 are only available under Cover Option – Flexi and are subject to the policy definitions, clauses, exclusions, conditions, and limits:

### **12. Accidental Damage to Contents**

If *you* have paid an additional *premium* for this extension and it is shown on the *schedule* as being included, we will insure *you* for *loss* to the *contents* arising from any event which would be covered under Cover Option – Maxi, rather than the limited events cover otherwise applying to Cover Option – Flexi. However, all other terms relevant to Cover Option – Flexi will continue to apply.

### **13. Cover anywhere within New Zealand**

If *you* have paid an additional *premium* for this extension and it is shown on the *schedule* as being included, we will



# Home contents (*continued*)

provide continued cover while the *contents* are temporarily removed from the *home* for use anywhere in New Zealand during the *period of insurance*. With the exception of items of *contents* specified on the *schedule*, our liability under this Additional Benefit will be limited to \$10,000 for any one event.

## 14. Replacement Value for Contents

If you have paid an additional *premium* for this extension and it is shown on the *schedule* as being included, we will pay the *replacement value* of the *contents*, but limited to the level of cover as provided under Cover Option – Maxi under ‘**How we may settle your claim**’. Additionally, with the exception of items of *contents* specified on the *schedule*, *contents* that are older than 10 years will remain covered for their *indemnity value* only.

## Exclusions (what you are not insured for)

### 1. 72 Hour Restriction

This policy does not provide cover for any *loss* that occurs during the first 72 hours of the policy caused by storm, *flood*, landslip, bush fire or volcanic activity. This exclusion only applies when you first take out the policy with us and does not apply where this policy started immediately following any other policy that insured the *contents* against storm, *flood*, landslip, bush fire or volcanic activity.

### 2. Electronic Data

This policy does not provide cover for any *loss* to, or arising from, any loss of electronic data of any kind, or any loss of use, reduction in functionality, or any other associated loss or expense or liability directly or indirectly arising from or in connection with the loss of electronic data. This includes any electronic data that is purchased in place of an item that could be purchased in a non-electronic format.

### 3. Hydrostatic Pressure

This policy does not provide cover for damage to swimming and spa pools caused by hydrostatic pressure.

### 4. Uninsured Property

This policy does not provide cover for *loss* arising from theft of outboard motors that are not securely locked to a boat or stored in a securely locked part of a boat, or placed in a securely locked building.

### 5. Land

This policy will never provide cover for *loss* to land, or for costs associated with stabilising land, or erecting or upgrading improvements to land, which are required to avert or mitigate *loss* to the *contents*.

## 6. Other causes of *loss* that you are not covered for

- a. *loss* caused:
- i. by mechanical or electrical breakdown or inability to operate any mechanical or electrical device covered by this policy, except where *loss* arises from impact, earthquake, fire, *flood*, lightning, power surge, volcanic eruption, a malicious act, or where actual burning out occurs;
  - ii. to lighting or heating elements, fuses or protective devices, or electrical contacts where arcing occurs in ordinary working;
  - iii. to tyres of bicycles, and other mechanically propelled vehicles covered by this policy, by application of brakes or by punctures, cuts, or bursts or bursting, unless the bicycle or vehicle suffers other *loss* in an *accident*, or the *loss* is deliberate and is caused by a person not insured by this policy;
  - iv. by defect in design or inherent fault;
  - v. by wear and tear;
  - vi. by insects or vermin (except opossums);
  - vii. by poor or defective workmanship; or
  - viii. by the process of cleaning, renovation, repair, or restoration, but only in respect of the article or property that has undergone such process;
- however, this exclusion only applies to that item of *contents* directly affected by i. to viii. above. This policy will however cover any resultant *loss* to other items of *contents* caused by the excluded *loss*, provided it is not also excluded.
- b. *loss* caused by:
- i. corrosion or rust;
  - ii. action of micro-organisms, mould, mildew, rot, fungi, or gradual deterioration (unless covered under Benefit 14 – Gradual Damage);
  - iii. any other gradually operating cause;
  - iv. lifting or moving the *home*;
  - v. structural additions or structural alterations to the *home*, or the removal of any external wall, roof materials, external cladding, or window or door, unless we have been notified of such additions, alterations, or removal work, and we have agreed in writing to maintain cover;
  - vi. vibration, weakening, or removal of support;
  - vii. burglary, theft, malicious, intentional or deliberate damage committed by anybody

# Home contents (*continued*)

renting, living, or staying in the *home* (however where the *home* is *tenanted* we will cover any *loss* to the *contents* from fire or explosion resulting from malicious, intentional or deliberate damage by *tenants*).

- viii. scratching, chewing, tearing, or soiling by any pets where the occupant of the *home* is anyone other than *you*; or
- ix. subsidence, settling, ground heave, shrinkage, expansion, or erosion.

## 7. Removed Property

This policy does not provide cover for *loss* to *contents*:

- a. permanently removed from the *home* or during the course of household removal including loading onto and unloading from the conveyance (except where cover is provided by Benefit 3 – Change of Situation and Transit Cover);
- b. that are housed at any other address or loaned to any person, except where cover is provided by:
  - i. Benefit 1 – Alternative Accommodation; or
  - ii. Benefit 3 – Change of Situation and Transit Cover; or
  - iii. Benefit 18 – Storage of *Contents*;
- c. removed to any place for sale, exchange for monetary benefit, or exhibition;
- d. removed to any place for storage, except where cover is provided by:
  - i. Benefit 1 – Alternative Accommodation; or
  - ii. Benefit 3 – Change of Situation and Transit Cover; or
  - iii. Benefit 18 – Storage of *Contents*.

## 8. Unoccupied Home

This policy does not provide cover for any *loss*:

- a. to the *contents* if the *home* is *unoccupied*, unless we have been notified and have agreed in writing to maintain cover, and provided that:
  - i. the *home* and its lawns and gardens are kept in a tidy condition; and
  - ii. all external doors and windows are kept locked; and
  - iii. all papers and mail are collected weekly; and
  - iv. the *home* is under weekly supervision.
- b. to the *contents* while the *home* is unattended if normally used as a holiday *home* or weekend *home* unless requirements in a.i. to a.iv. above are complied with.

However, where *you* ordinarily occupy the *home*, but *your* travel or medical commitments mean that the *home* is unoccupied for a period exceeding 60 days, we agree to maintain cover under this policy for an additional period of 30 days provided that the requirements in a.i. to a.iv. above are met.

## 9. Business Use

This policy does not provide cover for any *loss* of or liability arising from *contents* used for professional or business use, except for the limited cover provided by:

- a. Benefit 8 – Property used for Trade, Professional, or Business use; or
- b. Benefit 15 – Home Office or Healthcare Practice.

There are also General exclusions at the beginning of this policy.

## Policy Conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy. They are listed at the beginning of this policy.**

The following condition applies specifically to this section of the policy:

### 1. Additional Excesses

The following additional excesses will be deducted from the amount of *your* claim:

- a. Except where *loss* arises from fire, *flood* or *natural disaster*:
  - i. \$250 for each event if *your home* is let to *tenant's* other than *you*
  - ii. \$1,000 for each event if *your home* is made available for casual use by anyone in return for any form of payment.
- b. \$150 for each event if portable electronic equipment is stolen or lost from *your* motor vehicle.
- c. \$250 for each event if *you* have received an alarm discount from *us* and any *contents* are stolen during a burglary at the *home* and the security alarm system is not turned on and/or activated while *you* are absent from the *home*.

# Motor

## Description of use

**You can either have cover for private or business use, both of which are defined below. Please refer to Exclusion 3 for details of excluded uses.**

1. Where the “description of use” on the *schedule* is shown as private:
  - a. *your vehicle* is covered while it is being used:
    - i. for social, domestic, pleasure and farming purposes; or
    - ii. by religious workers and social welfare or youth organisation persons in the course of their work; or
    - iii. by *you* in person for business purposes. This means the policy must be in *your* name.
  - b. there is no cover if *your vehicle* is being used:
    - i. for the carrying, hauling or towing of goods or samples in connection with any trade or business other than farming; or
    - ii. in connection with the motor trade or for business purposes by commission agents, sales or service persons, commercial travellers, insurance representatives, insurance assessors, motor driving instructors, stock, station or real estate agents.
2. Where the “description of use” on the *schedule* is shown as business, *your vehicle* is covered while it is being used for private or business purposes.

## What you are insured for

### Comprehensive cover

When the *schedule* shows in respect of a particular *vehicle* that “comprehensive” cover applies, we will insure *you* for accidental loss to *your vehicle* anywhere in New Zealand during the *period of insurance*.

### Third Party cover

When the *schedule* shows in respect of a particular *vehicle* that “third party” cover applies, we will insure *you* for *your* legal liability arising from an *accident* anywhere in New Zealand during the *period of insurance* as per Additional benefit 1. Additional benefits 3, 4 and 5 also apply.

We will also provide cover on *your vehicle* for loss as a result of an *accident* caused by an uninsured other party. Cover will only apply if we are satisfied that:

1. the driver of *your vehicle* was completely free of blame; and
2. the identity of the other party who caused the damage is established; and

3. the other party did not have valid insurance.

The maximum amount payable for any claim will be the lesser of the *market value* of *your vehicle* or \$3,000, unless *your vehicle* is a motorcycle where the maximum amount payable will be \$1,000.

### Third Party, Fire and Theft cover

When the *schedule* shows in respect of a particular *vehicle* that “third party fire and theft” cover applies, we will insure *you* for *your* legal liability arising from an *accident* anywhere in New Zealand during the *period of insurance* as per Additional benefit 1. Additional benefits 3, 4 and 5 also apply.

We will also provide cover for loss to *your vehicle*:

1. by fire, theft or illegal conversion where the maximum amount payable will be the *market value* of *your vehicle*; or
2. as a result of an *accident* caused by an uninsured third party where the maximum amount payable for any claim will be the *market value* of *your vehicle* or \$3,000, whichever is less, unless *your vehicle* is a motorcycle where the maximum amount payable will be \$1,000. Cover will only apply if we are satisfied that:
  - a. the driver of *your vehicle* was completely free of blame; and
  - b. the identity of the other party who caused the damage is established; and
  - c. the other party did not have valid insurance.

## What we will pay – at our option

The cost to repair or replace *your vehicle* or make a payment up to the *market value* or the *agreed value* (whichever is shown on your *schedule*).

If *your vehicle* is a caravan, trailer or motorcycle, the maximum amount payable will be the lesser of the *market value* or the *sum insured* shown on the *schedule*.

As the *premium* is partly based on the stated *sum insured*, *you* should make sure that it is realistic and takes account of depreciation.

## Limits on what we will pay

### Parts

The most we will pay for any parts or *accessories* not available in New Zealand is the lesser of:

1. the manufacturer’s last known list price in New Zealand;
2. the price of the parts closest New Zealand equivalent; or
3. the cost of having a new part made in New Zealand.

We will not pay for the cost of freighting parts or *accessories* from overseas or for the replacement of any part that has not been damaged.

# Motor (continued)

## Accessories

We will not pay more than \$1,000 in total for *loss* to *accessories* unless such equipment is the manufacturer's standard fitting for the *vehicle* model, unless a higher amount is shown on the *schedule*.

## Paint

We will only pay for the repainting of those areas that have been damaged. We will not pay additional costs due to the inability to match new paint to existing paint.

## Repairs

If we elect to repair *your vehicle*, we will use one of *our approved repairers* and we will guarantee the work for as long as *you* own the *vehicle*.

If the repair makes a major improvement to the pre-accident condition or value of the *vehicle* then *you* may be required to make a contribution towards the cost of repairs.

## Additional Benefits

**We will also cover or pay for:**

### 1. Legal Liability

**If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with us, *you* are only entitled to payment of any of the benefits below under one policy and/or section of policy per event.**

#### A. Liability for Damages

We will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or *loss* to someone else's property during the *period of insurance* arising from an *accident* in New Zealand involving *your vehicle*.

#### B. Liability for Reparation

We will cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or *loss* to someone else's property during the *period of insurance* arising from an *accident* in New Zealand involving *your vehicle*, provided that:

- a. *you* tell *us* immediately if *you* or any other person entitled to cover under the policy is charged with any offence in connection with the use of the *vehicle* which resulted in *bodily injury* to another person or *loss* to someone else's property; and
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

#### C. Extended Liability

Provided all the requirements are met, we will extend the "Liability for Damages" and "Liability for Reparation" benefits to include:

- a. to any person who is driving *your vehicle* with *your* consent and who is not otherwise excluded from the policy cover;
- b. for *accidents* caused by any other motor car being driven by *you* in person, provided the car does not belong to *you* and is not hired to *you* under a hire purchase or lease arrangement. No cover is provided for damage to the car being driven. This extension does not apply where *your vehicle* is a motorcycle, trailer or caravan;
- c. to *your* employer while *your vehicle* is being driven with *your* permission on *your* employer's business; and
- d. for *accidents* caused by *you* while driving with any trailer or caravan attached to *your vehicle*.

#### D. No excess where *your vehicle* is comprehensively insured

No excess will apply for your claim under benefits A, B or C where *your vehicle* is comprehensively insured and *you* are not claiming for damage to *your vehicle* arising from the same event.

**But we will not pay for legal liability under any of these benefits:**

- i. for damage to property (including motor vehicles) in *your* or the driver's custody or control. However damage to a disabled vehicle being towed (other than for reward) is covered. Damage to the property of passengers is also covered;
- ii. if *you* or any person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fails to comply with the terms and conditions of this policy;
- iii. for any exemplary or punitive damages;
- iv. where any exclusion in the section "Exclusions: We will not pay for" applies or where any general exclusion applies.

#### Limits on what we will pay under Legal Liability:

In respect of any one event, we will pay:

- i. for *loss* to someone else's property, up to \$20,000,000; and
- ii. for *bodily injury*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, we will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

**Our liability to *you* under all legal liability benefits (Liability for Damages and Liability for Reparation), will be limited to the applicable sub-limits, and will never exceed \$20,000,000 in total, plus legal defence costs and expenses where applicable, during any *period of insurance*.**

# Motor (continued)

## 2. Vehicle Change or Addition

If you replace a *vehicle* or buy an additional *vehicle* for your sole use then we will insure the replacement or additional *vehicle* for its *market value* but otherwise on the same terms that apply to the *vehicle* shown on the *schedule*, but only if:

- a. you tell us within 30 days of buying the replacement or additional *vehicle* and provide full details; and
- b. you pay any extra *premium* which we require; and
- c. the *vehicle* purchased is valued at no more than \$100,000.

## 3. Vehicle Servicing and Emergency

If there are any driver restrictions on this policy we will not apply them when your *vehicle* is being driven:

- a. by a member of the motor trade who is professionally engaged in the overhaul, upkeep or repair of your *vehicle*; or
- b. to a medical facility in the event of a medical emergency;
- c. by a valet parking attendant while parking or retrieving your *vehicle*; or
- d. by a professional dial-a-driver in the course of delivering your *vehicle* to your home or workplace.

## 4. Goods and Services Tax – GST

Provided the GST is recoverable by us, the *sum insured* under this policy is exclusive of GST. This means that we will pay up to a maximum of the *sum insured* plus GST to a maximum of the current rate of GST applied to that *sum insured*. All limits, amounts or excesses shown are GST inclusive.

(The following Additional Benefits do not apply when your *vehicle* is insured for Third Party cover or Third Party Fire and Theft cover).

## 5. Vehicle Parts and Accessories

If you have motor *vehicle accessories* or spare parts that are not fitted to the *vehicle* and they are stored at your home, we will pay up to \$1,000 for any one event after deducting the standard excess, for *loss* by fire or theft.

**If you have motor and contents insurance with us, you are only entitled to payment of this benefit under one policy.**

## 6. Keys and Locks

Where any key giving access to your *vehicle* is stolen or believed on reasonable grounds to have been duplicated without proper authority, this policy extends to include the costs reasonably incurred in altering or replacing locks or replacing the keys. Any payment will be limited to \$1,000 for any one event.

## 7. Trailers

We will cover any trailer owned, hired or leased by you but excluding:

- a. caravans or boat, horse or camper trailers;
- b. the contents of any trailer;
- c. trailers which are insured by another policy; or
- d. trailers which cannot be drawn by your *vehicle*.

We will pay up to \$1,000 for any one event. An excess of \$100 applies to each and every claim.

## 8. Emergency Costs

If you have an *accident* for which there is a valid claim under this policy, we will pay the reasonable costs of:

- a. having your *vehicle* removed to the nearest repairer or place of safety;
- b. essential repairs so you can get your *vehicle* to your destination or a repairer;
- c. returning your *vehicle* to your home following its repair or if it was stolen, following its recovery.

We will also pay the reasonable costs of accommodating and transporting you and your passengers to your home if your *vehicle* cannot be driven, to a maximum of \$500.

## 9. New Vehicle Option

If the cost of repairing your *vehicle* is greater than 60% of its *market value* or the *agreed value* or it is stolen and not recovered and it is less than one year old, and it has travelled less than 15,000 kilometres, we will, at your option, replace it with a new vehicle of the same make, model and specification if it is available in New Zealand.

## 10. Premium Credit

Where your *vehicle* is treated as a total *loss* and we insure your replacement *vehicle*, we will credit the unused *premium* towards insurance on the replacement. This is provided that:

- a. the person in control of your *vehicle* was completely free of blame; and
- b. the identity of the other party who caused the damage is established.

## 11. Personal Injury

If you, or any immediate family members suffer an *injury* in direct connection with your *vehicle*, while restrained (as and when legally required) we will pay:

- a. the following amounts (up to a maximum of \$5,000 per person and \$15,000 for any one event) arising out of any event, provided such *injury* is the sole cause of any of the following within three calendar months of *injury*:

## Motor (continued)

- i. death \$5,000;
  - ii. total and irrecoverable *loss* of the sight of an eye \$2,500;
  - iii. total and irrecoverable *loss* of the sight of both eyes \$5,000;
  - iv. total and permanent *loss* of the use of one hand or one foot \$2,500;
  - v. total and permanent *loss* of the use of both hands or both feet or of one hand together with one foot \$5,000; and
- b. medical and dental expenses incurred in connection with such *injury* up to the sum of \$1,000 per person per event.

But, we will not pay:

- i. where death or *injury* was caused by suicide or attempted suicide;
- ii. if the insureds named on the *schedule* are not individuals;
- iii. under more than one motor *vehicle* insurance policy held with *us*; or
- iv. where *your vehicle* is a motorcycle, caravan or trailer.

### 12. Windscreen and Window Glass

We will cover breakage of windscreen and window glass and we will waive *your* excess if the damage can be repaired. If *your* windscreen or window glass needs to be replaced, *you* will need to pay *your* policy excess.

We will guarantee the work of *our approved repairers*. If *you* choose to use *your* own repairer, we will not pay more than *our approved repairers* would charge *us*.

*Your* no claims discount will not be affected by any claim under this benefit.

### 13. Hire car after theft

If we have agreed to pay a claim as a result of the theft of *your vehicle*, *you* can choose to:

- a. allow *us* to arrange and pay the reasonable hire cost of a 'compact' category hire vehicle (including the cost of reducing the standard hire vehicle excess, but excluding fuel, deposits, bonds or charges for extras) using *our* provider (but only if *our* provider has a vehicle available and *you* meet *our* provider's hire acceptance criteria); or
- b. arrange a hire vehicle using a provider of *your* choice. We will reimburse *you* the reasonable hire cost of a 'compact' category hire vehicle (including the cost of reducing the standard hire vehicle excess, but excluding fuel, deposits, bonds or charges for extras), but we will not reimburse *you* for any amount more

than we would have paid *our* provider for the hire of a 'compact' category vehicle from *our* provider's nearest location.

### Limit

The most we will pay for any one event is up to 14 days hire costs. This benefit will cease before 14 days where:

- a. *your vehicle* is returned undamaged;
- b. we repair *your vehicle* and it is available for collection or we return it to *you*; or
- c. we have settled *your* claim and 48 hours have passed to allow for funds to clear to *you* (whether or not funds have actually cleared).

**The following additional benefits apply only where *your vehicle* is a caravan:**

### 14. New Caravan Option

If the cost of repairing *your* caravan is greater than 60% of its *market value* and it is less than three years old, we will, at *your* option, replace it with a new caravan of the same make, model and specification if it is available in New Zealand.

### 15. Personal Effects, Clothing and Domestic Utensils

We will also pay for *accidental loss* to personal effects, clothing and domestic utensils in the caravan, that belong to *you* or a member of *your* family that lives with *you*.

The maximum amount payable will be \$1,000.

## Optional Additional Benefits

### 16. Roadside Assistance

If *you* have chosen this benefit, the details will be provided to *you* under a separate document.

**The following Optional Additional Benefits are only available where *your vehicle* is insured Comprehensively. If *you* have chosen any of the following Optional Additional Benefits, they will appear on *your schedule*.**

### 17. No Claim Discount Preservation Extension

If *you* have paid for this Optional Additional Benefit and it is shown on *your schedule*, *you* will not be penalised with a reduction of *your* no claim discount for one at-fault claim during *your period of insurance*.

### 18. Hire car after an accident

If *you* have paid an additional *premium* for this Optional Additional Benefit and it is shown on the *schedule* as being included, we will provide the following:

## Motor (continued)

If we agree to pay *your* claim as a result of an *accident* and *your vehicle* cannot be safely driven, is being repaired or has been stolen, *you* can choose to:

- a. allow *us* to arrange and pay the reasonable hire cost of a 'compact' category hire vehicle (including the cost of reducing the standard hire vehicle excess, but excluding fuel, deposits, bonds or charges for extras) using *our* provider (but only if *our* provider has a vehicle available and *you* meet *our* provider's hire acceptance criteria); or
- b. arrange a hire vehicle using a provider of *your* choice. We will reimburse *you* the reasonable hire cost of a 'compact' category hire vehicle (including the cost of reducing the standard hire vehicle excess, but excluding fuel, deposits, bonds or charges for extras), but we will not reimburse *you* for any amount more than we would have paid *our* provider for the hire of a 'compact' category vehicle from *our* provider's nearest location.

If *your vehicle* is stolen, *you* can use the cover under the benefit 'Hire vehicle after theft' and then use cover under this option to give *you* a longer period of vehicle hire.

### Limit

The most we will pay for any one event is up to 14 days hire costs. This benefit will cease before 14 days where:

- a. *your vehicle* is returned undamaged;
- b. we repair *your vehicle* and it is available for collection or we return it to *you*; or
- c. we have settled *your* claim and 48 hours have passed to allow for funds to clear to *you* (whether or not funds have actually cleared).

### 19. Excess-free windscreen and window glass replacement

If *you* have paid an additional *premium* for this Optional Additional Benefit, *you* won't have to pay an excess if *your vehicle's* windscreen or window glass needs to be replaced due to *accidental* damage.

This Optional Additional Benefit does not cover any other items including:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

If *you* claim for any other loss or damage to *your vehicle*, or for legal liability, *you* will still have to pay the excess that applies to that claim.

**The following Optional Additional Benefit is only available where *your vehicle* is insured for Third Party Fire and Theft Cover or Third Party Cover. If *you* have chosen the**

**following Optional Additional Benefit, it will appear on *your schedule*.**

### 20. Excess-free windscreen and window glass

If *you* have paid an additional *premium* for this Optional Additional Benefit:

- we'll cover *accidental* damage to *your vehicle's* windscreen or window glass; and
- *you* won't have to pay an excess if *you* are not claiming for any other loss or damage to *your vehicle* or for legal liability.

This Optional Additional Benefit does not cover any other items including:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

## Types of Excesses

Various excesses may show on the *schedule*. These are:

### Standard Excess

This excess applies to each and every claim.

### Imposed Excess

Any *vehicle* noted on the *schedule* under "Imposed Excess" is subject to the additional excess shown on the *schedule*.

### International Excess

Any drivers of *your vehicle* who do not hold a New Zealand licence but do hold an International licence at the time of the *accident* are subject to the additional excess shown on the *schedule*.

### Unnamed Driver Excess

Where *you* have received a *premium* discount for restricting drivers to those named on the *schedule* any unnamed drivers of *your vehicle* are subject to the additional excess shown on the *schedule*.

### Voluntary Excess

Where *you* have received a *premium* discount for voluntarily increasing *your* standard excess, the voluntary excess shown on the *schedule* replaces the standard excess.

### New Driver Excess

Any drivers of *your vehicle* over the age of 25 who have not held a New Zealand drivers licence for more than 12 months at the time of the *accident* are subject to the additional excess shown on the *schedule*.

# Motor (continued)

## Underage Excess

Any drivers of *your vehicle* who are under the age of 25 at the time of the *accident*, are subject to the additional excess shown on the *schedule*.

## Special Excess

Any drivers of *your vehicle* who are noted on the *schedule* under "Special Excess" are subject to the additional excess shown on the *schedule*.

## Exclusions

### We will not pay for:

#### 1. Uninsured Causes

- a. depreciation, loss or damage arising from wear and tear, corrosion, the costs to rectify existing defects or damage;
- b. breakdown being any inability to operate, breakage, breakdown or failure of the engine, transmission, mechanical, electrical, alarm or electronic systems or any loss that their failure causes to the rest of these systems unless the breakdown is caused by collision or impact damage, earthquake, fire, *flood*, lightning, a malicious act, overturning of *your vehicle*, theft or illegal conversion or volcanic eruption;
- c. *loss to your vehicle* (including damage to the engine or fuel system in *your vehicle*) caused by the incorrect type of fuel being used;
- d. tyres by application of brakes or by punctures, cuts or bursts or bursting unless the *vehicle* suffers other *loss* in an *accident* or the damage is deliberate and is caused by a person not insured by this policy;
- e. damage to any caravan which has been unoccupied (meaning no authorised person has slept there overnight in the last 30 days) unless it is in a supervised caravan park.

#### 2. Design and Specification Faults

losses arising from failure of, or defect or fault in, the design, specifications or materials incorporated into the *vehicle*.

#### 3. Uninsured Use

losses when *your vehicle* is being:

- a. used other than in accordance with the description of use;
- b. used:
  - i. for hire or carrying of fare paying passengers;
  - ii. as a courtesy or loan *vehicle*;
- c. used anywhere for (or being tested in preparation for) racing of any kind, pace-making, trials, tests,

performance demonstrations, race track driver training or race track vehicle handling lessons (or similar events) whether organised or not;

- d. driven on a racetrack whether sealed or not and whether in the presence of other vehicles or not.

#### 4. Uninsured Drivers

losses when *your vehicle* is being used or driven by *you* or any person with *your* permission who:

- a. does not have a licence which is in full force and effect to drive *your vehicle* at the time and place of the *accident*;
- b. is not complying with the conditions of his/her licence;
- c. is excluded from the policy cover.

#### 5. Intoxicating Liquor or a Drug

losses when *your vehicle* is being used or driven by *you* or any person with *your* permission who:

- a. at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor and/or a drug (or a combination of drugs) or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law.

If *your vehicle* is being used or driven by a person who at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor, cover will still apply if *you* can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law.

It will be assumed that the proportion of alcohol in the blood or breath at the time of the *accident* was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the *accident*.

- b. following an *accident* giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the *accident* when it is an offence to do so.

#### 6. Unsafe or Damaged Condition

losses that arise from *your vehicle* being in an unsafe or damaged condition unless *you* can prove that such condition did not cause or contribute to the loss or damage. Cover will still apply if *you* can prove that *you* and the driver were unaware of such condition and had taken all reasonable steps to maintain *your vehicle* in a safe condition.

There are also General exclusions at the beginning of this policy.



# Motor (*continued*)

## Conditions

General conditions give *you* information about *your* and *our* obligations arising from this policy. They are listed at the beginning of this policy.

### Variations To The Cover

This policy sets out the standard cover for *your vehicle*.

The cover may be varied by one or more of the following clauses being applied. The *schedule* will indicate which clauses if any apply and will note any other variations to the cover.

### Sum Insured Limit

When noted on the *schedule* against a particular *vehicle*, the maximum amount payable will be the lesser of *market value* or the *sum insured* shown on the *schedule*.

### Named Driver Warranty

When noted on the *schedule* against a particular *vehicle*, the amount shown as the unnamed driver excess on the *schedule* will apply as an excess if *your vehicle* is being driven by any person other than those listed on the *schedule*.

### Excluded Driver Warranty

When noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being driven by those excluded drivers.

### Compulsory Named Driver Warranty

When noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being driven by any person other than those listed on the *schedule*.

### Excluding Under 25 Year Old Drivers

When noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being used or driven by any person aged under 25.

# Boat

## What you are insured for

We will insure you for **accidental loss to your boat and other property anywhere in New Zealand during the period of insurance.**

## What we will pay – at our option

The cost to repair or replace *your boat* and *other property* or make a payment up to the *market value* but no more than the *sum(s) insured* specified on the *schedule*.

If any repair makes a major improvement to the pre-accident condition or value of *your boat* and other equipment, then *you* may be required to make a contribution towards the cost of repairs. Such contribution will not be required if the property is less than one year old at the date of such *loss*.

## Additional benefits

We will also cover or pay for:

### 1. Salvage and Associated Costs

If, following an *accident* for which there is a valid claim under this policy, *you* have abandoned *your boat*, we will pay:

- a. reasonable salvage costs;
- b. wreck removal costs which *you* or any person covered by this policy become legally liable to pay;
- c. reasonable expenses incurred in minimising further *loss* from the same *accident*.

### 2. Boat Parts and Accessories at Home

If *you* have *boat accessories* or spare parts that are not fitted to *your boat* and they are stored at *your home*, we will pay up to \$500 for any one event after deducting *your excess*, for *loss* by fire or theft.

**If you have boat and contents insurance with us, you can only claim this benefit under one policy.**

### 3. Boat Change

If *you* replace *your boat* or buy an additional *boat* then we will insure the replacement or additional *boat* for its *market value* but otherwise on the same terms that apply to the *boat* shown on the *schedule*, but only if:

- a. *you* tell *us* within 30 days after buying the replacement or additional *boat* and provide full details; and
- b. *you* pay any extra *premium* which we require; and

- c. the *boat* purchased is valued at no more than \$50,000.

### 4. Premium Credit

Where *your boat* is treated as a total *loss* and we insure *your replacement boat*, we will credit the unused *premium* towards insurance on the replacement. Provided that:

- a. the person in control of *your boat* was completely free of blame; and
- b. the identity of the other party who caused the damage is established.

### 5. Recharge Of Extinguishers and Replacement Of Flares

In the event of a claim we will pay up to \$1,500 for the recharge of extinguishers and replacement of flares used in minimising *loss*.

### 6. Emergency Costs

If *you* have an *accident* for which there is a valid claim under this policy, we will pay the reasonable incurred costs of:

- a. rescuing *you*, *your passengers* or *your crew*, to a maximum of \$1,000;
- b. having *your boat* removed to the nearest repairer or place of safety;
- c. essential repairs to *your boat* so *you* can get to *your destination* or a repairer;
- d. returning *your boat* to *your home* following its repair or if it was stolen, following its recovery.

We will also pay the reasonable costs of accommodating and transporting *you* and *your passengers* to *your home* if *your boat* cannot be used, to a maximum of \$500.

### 7. Storage or Repair

We will cover insured *boat* equipment and *other property* temporarily removed from *your boat*:

- a. for the purpose of repair;
- b. for storage in securely locked premises;
- c. while in transit to repair or storage.

### 8. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the *sum insured* under this policy is exclusive of GST. This means that we will pay up to a maximum of the *sum insured* plus GST to a maximum of the current rate of GST applied to that *sum insured*.

All limits, amounts or excesses shown are GST inclusive.

# Boat (continued)

## 9. Legal Liability

**If you, or a member of your household, have home, contents, motor, or boat insurance with us, you are only entitled to payment of any of the benefits below under one policy and/or section of policy per event.**

### A. Liability for Damages

We will cover you for your legal liability to pay damages for accidental bodily injury or loss to someone else's property happening during the period of insurance arising from an accident in New Zealand involving your boat.

### B. Liability for Reparation

We will cover you for your legal liability to pay reparation for accidental bodily injury or loss to someone else's property happening during the period of insurance arising from an accident in New Zealand involving your boat, provided that:

- a. you tell us immediately if you or any other person entitled to cover under the policy is charged with any offence in connection with the use of the boat which resulted in bodily injury to another person or loss to someone else's property; and
- b. you obtain our written approval before any offer of reparation is made.

### C. Extended Liability

Provided all the requirements for cover are met, we will extend the "Liability for Damages" and "Liability for Reparation" benefits:

- a. to any person who is using your boat with your consent and who is not otherwise excluded from the policy cover;
- b. to any person engaging in water skiing or similar sport while being towed by your boat;
- c. for accidents caused by you while you are using any other boat, provided it does not belong to you and is not hired to you under a hire purchase or lease arrangement. No cover is provided for damage to the boat being used.

We will also cover you for your liability arising from loss to property that arises because you fail to raise, remove or destroy the wreck of your boat.

**But we will not pay for legal liability under any of these benefits:**

- i. for damage to property belonging to you or in your custody or control;
- ii. if you or any person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fails to comply with the terms and conditions of this policy;

- iii. for any accident arising directly or indirectly from or in connection with the ownership, possession or control by or on behalf of you of any mechanically propelled vehicle registered under the Transport Act 1962 by which any property insured is drawn or conveyed;
- iv. for any exemplary or punitive damages;
- v. where any exclusion in the section "Exclusions: We will not pay for" applies or where any general exclusions applies.

### Limits on what we will pay under Legal Liability:

In respect of any one event, we will pay:

- i. for loss to someone else's property, up to \$5,000,000; and
- ii. for bodily injury, up to \$1,000,000.

**Our liability to you under all legal liability benefits (Liability for Damages and Liability for Reparation), will be limited to the applicable sub-limits, and will never exceed \$5,000,000 in total, plus legal defence costs and expenses where applicable, during any period of insurance. In addition, where your legal liability is to pay damages we will pay your legal defence costs and expenses incurred with our prior written consent. We will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay reparation.**

## 10. Medical Payments

If there is an accident causing injury to any person while on, boarding or leaving your boat, we will pay:

- a. reasonable medical and ambulance expenses; and
- b. in the event of death, funeral expenses. We will pay up to the amount shown on the schedule for these expenses, providing the expenses are incurred within one year of the accident.

## Optional additional benefits

### 11. Racing Risk Extension

If you have paid for this extension and it is shown on the schedule, the following cover applies:

If you are racing your sail boat and it suffers accidental loss then we will pay the cost of repair or replacement of your masts, spars, booms, spinnaker poles, sails, rigging and anchors.

We will not pay for any proportion of the cost of repair or replacement that will put the equipment in better condition than it was prior to the accident.

This extension will be subject to the racing risk excess shown on the schedule.

# Boat (continued)

## Exclusions

We will not pay for:

### 1. Uninsured Causes, Results and Use

- a. *loss* arising from depreciation, deterioration, wear and tear, delamination, corrosion, rust, rot, mould or damage caused by marine organisms or by vermin (except opossums) or by electrolysis;
- b. breakdown being any inability to operate, breakage, breakdown or failure of the engine, transmission, mechanical, electrical, alarm or electronic systems or any *loss* that their failure causes to the rest of these systems unless the breakdown is caused by collision or impact damage, earthquake, fire, flood, lightning, a malicious act, overturning of *your boat*, theft or illegal conversion or volcanic eruption;
- c. *loss* caused by wind to sails or protective covers when racing, except where the Racing Risk Extension applies;
- d. *loss* to masts, spars, booms, spinnaker poles, rigging, and anchors while racing *your sail boat*, except where the Racing Risk Extension applies;
- e. any *loss* or expenditure incurred solely in remedying a fault in design or for any additional expenditure incurred by reason of betterment or alteration in design or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent defect or fault or error in design or construction. However, this policy will cover any resulting *loss* provided it is not also excluded;
- f. any claim while *your boat* is let out on hire or charter or is used for any purpose other than private pleasure purposes;
- g. *loss* to *boats* primarily powered by motor while participating in or while being prepared for a race, speed competition, speed testing, reliability or time trial or any similar activities;
- h. *loss* by theft of outboard motors that are not securely locked to the *boat* or stored in a securely locked part of the *boat* or stored in a securely locked building.

### 2. Intoxicating Liquor or a Drug

any *loss* when *your boat* is under the control of any person who is affected by intoxicating liquor and/or a drug (or a combination of drugs).

### 3. Intoxicating Liquor or a Drug on The Road

any *loss* when any person is driving a vehicle towing the *boat* and:

- a. at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor and/or a drug (or a combination of drugs) or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law.

If the towing vehicle is being used or driven by a person who at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor cover will still apply if *you* can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law.

It will be assumed that the proportion of alcohol in the blood or breath at the time of the *accident* was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the *accident*.

- b. following an *accident* giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the *accident* when it is an offence to do so;
- c. does not have a licence which is in full force and effect to drive a vehicle at the time and place of the *accident*;
- d. is not complying with the conditions of his/her licence.

### 4. Unsatisfactory Moorings

*loss*, destruction, damage or liability directly or indirectly resulting from:

- a. the *boat* being left unattended at anchor or on swing moorings other than its usual mooring or berth or moorings to Port or Local Authority standards for more than twenty-four consecutive hours;
- b. permanent moorings that don't meet the minimum specifications recommended by Port or Local Authorities;
- c. permanent moorings that are not in good order; or
- d. swing moorings that have not been inspected and maintained within the last 3 years.

There are also General exclusions at the beginning of this policy.

# Definitions

## Definitions

**Definitions explain words frequently used in the policy. Defined words are shown in italics.**

**Accessories** means:

- fitted entertainment, communication and navigation systems;
- child restraints/seats;
- tools and breakdown equipment permanently kept in *your vehicle*, purchased by *you* to repair *your vehicle*;
- car seat covers;
- first aid kit, torch, fire extinguisher, maps;
- other equipment permanently fitted to the *vehicle*.

**Accident, accidental** and **accidentally** mean a sudden and unforeseen event, not intended or expected by *you*.

**Act** means any Act of the New Zealand Parliament in force at the commencement of the *period of insurance*, or which comes into force during the *period of insurance*, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.

**Agreed value** is the amount shown in *your schedule* that we have agreed to insure *your vehicle* for and this is the most we will pay for *your vehicle*. The agreed value remains unchanged for the entire period of insurance and is adjusted at each renewal. Agreed value is GST inclusive.

**Approved repairer(s)**, for the purposes of the Motor section of this policy, means an individual or business approved by *us* to repair or replace *your vehicle*.

**Boat** means any type of craft, vessel or thing made or intended to float on, in or travel through water. It includes the hull and any fixtures, fittings and equipment which is permanently affixed, including sails, masts, spars and rigging, machinery and motors (both inboard and outboard), anchor and warp, fish finder, depth sounder, other navigational aids and marine radios and boat trailers.

**Bodily injury** means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.

**Contents** means anything in *your possession* or located at the *home*, belonging to *you* or hired by *you*, or in *your custody* or control for which *you* are responsible, not being otherwise insured, but does not include:

- a. mechanically propelled vehicles, trailers, caravans, or aircraft (except ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired, *drones* (while they are not in use) and remote-controlled scale models);
- b. vehicle *accessories* in or on a vehicle;
- c. vehicle keys and/or vehicle remote controls;

- d. entertainment and communications systems that are in or on a vehicle, including any parts that attach to these systems;
- e. navigation systems or radar detectors in or on a vehicle, including any parts that attach to them;
- f. trees, shrubs and plants (other than pot plants);
- g. fixtures, fittings, sculptures, or artwork (and their accessories) permanently attached to the *home* or to land;
- h. contents used in any way for professional or business purposes, except for:
  - i. laptop computers, tablets, mobile or smart phones, or any other similar handheld electronic device that *you* also use for personal use; or
  - ii. the cover provided under Benefit 8 – Property used for Trade, Professional or Business Use and Benefit 15 – Home Office or Healthcare Practice
- i. contents normally housed in an address not named on the *schedule*;
- j. any item of contents that *you* have sold, gifted, or given away, that is no longer in *your possession*, or any item which *you* have taken ownership of or responsibility for, but *you* have not yet taken possession of;
- k. any artificial body parts, surgical implants, or attachments, that are permanently fitted to *you* or to any animal;
- l. any animal;
- m. the *home*;
- n. *drones* while they are in use.

**Damages** means amounts payable in accordance with judgement against *you* and/or settlements negotiated by *us*, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, *reparation*, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.

**Domestic pets** means any animal that is tamed and kept for pleasure and companionship. It does not include any animal that is not usually found living in urban households, or one that is kept as a working or sporting animal or that is kept for breeding or for any economic purpose.

**Drone(s)** means an unmanned, unpiloted or remotely operated aerial device.

**Environmental improvements** means an alteration or addition to *your home* which is intended to contribute to the protection or conservation of the environment. These may include, but are not limited to, items such as solar panels, rainwater tanks or compost equipment.

## Definitions (continued)

**Flood** means the inundation of land by water escaping from or released from the normal confines of the sea, any watercourse, reservoir, pond, dam, or lake, as well as the runoff, accumulation, or pooling of water. However, flood does not include inundation of land where it affects only *your* property.

**Home** means the dwelling, including residential flat or holiday home, which is:

- owned by *you* (for the purpose of the Home buildings section of this policy); and
- owned or occupied by *you* (for the purpose of the Home contents section of this policy); and
- used for *residential purposes*; and
- located within the *residential boundaries*; and
- at the *situation address* shown on the *schedule*.

Home includes the following items which are owned by *you*, used for *residential purposes*, and located within the *residential boundaries* of the *situation address*:

- each additional self-contained dwelling unit that is capable of being lived in and is intended by *you* to be, or actually is the home of one or more persons, if *your schedule* specifically indicates that the home includes additional dwelling unit(s);
- separate outbuilding(s) that are not self-contained or capable of being lived in, and garage(s);
- permanent decks;
- greenhouses and garden sheds, patios, pergolas, and built-in furniture;
- aerials and satellite dishes that are attached to the home;
- fixed floor coverings (glued, tacked, or smooth-edged);
- coverings fixed to the ceiling or wall;
- curtains, drapes and blinds;
- fixed light fittings and appliances permanently wired or plumbed to a gas, plumbing, or electricity supply;
- letter boxes, exterior blinds and awnings, fixed clotheslines, and built-in barbecues;
- septic tanks, heating oil tanks, service tanks, water tanks, and their fixed pumps and systems;
- permanent spa pools or swimming pools, including their fixtures, covers, pipes, and fixed pumps;
- walls, fences, and gates;
- solar panels;
- gas pipes, fresh-water pipes, underground drainage and sewerage pipes;
- cables and poles associated with electricity, data and telephone services;

- any driveways, paths, patios, bridges, paving, and tennis courts;
- any private roads, lane, right-of-way, access way, or bridge (including associated guttering, drains, piping, cables, and lighting) providing access to a driveway owned by *you* or shared by *you* with other residential property owners, and for which *you* are responsible;
- permanently installed ornamental fish ponds and water features connected to the dwelling's water supply;
- sculptures and artwork, that are permanently affixed to the home and/or land;
- *your* share in any walls (except retaining walls), fences, gates, pipes, cables, or driveways where those things are jointly owned by *you* and other property owners;
- any part of the home used as a home office or health care practice as provided by the Home contents section of this policy, or as provided by the Home buildings section of this policy under Benefit 4 – Home Office or Healthcare Practice;

but does not include:

- *contents*;
- temporary structures;
- retaining walls, except for the cover provided under the Home buildings section of this policy under Benefit 12 – Retaining Walls;
- power generation and power storage equipment, except for the cover provided under Benefit 11 – Power Generation Equipment;
- hedges, trees, shrubs, plants, lawns and garden edging except where cover is provided under Benefit 5 – Landscaping;
- *landlords furnishings*, unless Optional Additional Benefit – Landlord's Extension is shown on the *schedule*;
- any boarding house (as defined by the Residential Tenancy Act 1986);
- wharves, piers, jetties or the like;
- culverts, ponds, dams and slipways;
- sea walls, flood walls, and levees;
- the adjacent property owner's share in any walls, retaining walls, fences, gates, pipes, cables, or driveways where those things are jointly owned by *you* and other property owners;
- the land, earth, or fill.

**In New Zealand** means anywhere in New Zealand including within 150 kilometres of New Zealand's coastline but not while on voyages to or from ports and/or places outside New Zealand.

## Definitions (continued)

**Indemnity value**, for the purpose of the Home buildings section of this policy, is the amount *we* deem is needed to compensate *you* for the change in *your* financial position as a result of the *loss*. This is either:

1. for a *total loss* – the *market value* of the *home* immediately before the *loss* occurred; or
2. for a *partial loss* -
  - i. the cost of repairing the damaged portion of the *home* to a condition no better or more extensive than it was when new, less an allowance for depreciation, age, and wear and tear; or
  - ii. the reduction in the *market value* as a result of the *loss*;  
but no more than the *market value* immediately before the *loss* occurred.
3. for *landlord's furnishings* (where the Optional Additional Benefit – Landlord's Extension is shown on the *schedule*) at *our* option:
  - i. the *market value* of the *landlord's furnishings* immediately before the *loss* occurred; or
  - ii. the cost of replacing, repairing or reinstating *landlord's furnishings* to a condition no better or more extensive than when new, less an allowance for depreciation, age, and wear and tear, but no more than the *market value* immediately before the *loss* occurred.

**Indemnity value**, for the purpose of the Home contents section of this policy, is the amount *we* deem is needed to compensate *you* for the change in *your* financial position as a result of the *loss*. This is either:

- a. for a *total loss* – the *market value* of the *contents* immediately before the *loss* occurred; or
- b. for a *partial loss* -
  - i. the cost of replacing, repairing or reinstating the *contents* to a condition no better or more extensive than when new, less an allowance for depreciation, age, and wear and tear; or
  - ii. the reduction in the *market value* as a result of the *loss*;

but no more than the *market value* immediately before the *loss* occurred.

**Injury** means external or internal bodily injury caused, independently of any other cause, solely and directly by violent, *accidental*, external and visible means (including exposure to the elements or by inhaling water or gas) or by medical misadventure or treatment injury (as defined in the Accident Compensation Act 2001).

**Landlord's furnishings** means dishwashers, stoves, refrigerators, washing machines, dryers and built in microwaves not permanently wired into the *home*.

**Loss** means *accidental* physical loss or physical damage. It does not mean prevention of use or loss of functionality or usefulness.

**Market value**, for the purpose of the Home buildings section of this policy, means:

1. what a registered valuer engaged by *us* determines to be the market value of the *home* excluding land; or
2. what *we* deem to be the value of *landlord's furnishings* (where the Optional Additional Benefit – Landlord's Extension is shown on the *schedule* as being included).

**Market value**, for the purpose of the Home contents section of this policy, means the value of the *contents*.

**Market value**, for the purpose of the Motor and Boat sections of this policy, means the reasonable value of the property immediately prior to the *loss*.

**Natural disaster** means earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slowly moving natural landslip.

**Other property** means dinghy, gear and equipment kept permanently on board the *boat* but which is not permanently affixed, including life jackets, clothing, wet weather gear, flares, tools, bed clothing, foodstuffs, cooking utensils and other similar accessories, but excluding fishing or sporting gear unless specified on the *schedule*.

**Period of insurance** means the period of insurance shown on the *schedule*.

**Premium** is the amount *you* need to pay *us* to ensure cover commences or remains in force. This means the first premium or any subsequent premium, and may include any government or other levies or taxes.

**Rent** means the periodic payments due to *you* by the *tenant(s)* for use of the *home* as agreed under the current *tenancy agreement*.

**Reparation** means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 to be paid to the victim of an offence. Reparation does not include:

- a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or
- b. *damages*, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or
- c. *your* legal defence costs or expenses in relation to an offence.

## Definitions (continued)

**Replacement condition** means what we determine is reasonably required to rebuild the *home* to a building standard or specification similar to, but not more extensive or better than the *home*'s condition when new, using currently equivalent techniques and building materials readily available in New Zealand. We will only replicate heritage features if the currently equivalent techniques and/or building materials are readily available in New Zealand.

**Replacement cost** means what we determine is reasonably required to repair or rebuild the damaged portion of the *home* to the *replacement condition*. The cost is calculated at the time of the *loss* giving rise to a claim under this policy.

**Replacement value** means:

- the amount that would be required to completely rebuild the *home* to the *replacement condition* in the event that the *home* was totally destroyed;
- the cost of replacement, repair, or reinstatement of *contents* without deduction for wear and tear or depreciation.

**Residential boundaries** means that part of the land on which the dwelling which constitutes *your home* is situated, which is used by *you*, by members of *your* family, or by *your tenant*, for predominantly *residential purposes*. It does not include:

- any part of the land which is used for commercial or farming purposes; or
- any part of the land that is more than 150 metres away from a dwelling or garage used for *residential purposes*, where the *home* is situated on a property greater than 10,000 square metres in size, and is not serviced by a dedicated town mains water supply.

**Residential purposes** means the ordinary domestic activities of life, and excludes activities undertaken for commercial or business purposes.

**Room or rooms** means any room(s), common area(s), and passageway(s) openly connected together and not separated by any doors, doorways, or stairs.

**Schedule** is the latest current policy schedule, expiry notice, renewal notice, or endorsement issued to *you* or *your* insurance adviser by *us*.

**Similar items** means items in the *home*, as well as items of *contents*, with a similar nature, colour, texture, material, or design and includes items which form part of a set.

**Situation address** is the place where the *home* is located. It is shown on the *schedule*.

**Sum insured** means the sum insured shown on the *schedule*.

**Tenancy agreement** means the written contract of tenancy between *you* and the *tenant(s)* over the *home*.

**Tenant or tenants** means any person or persons (including the person's husband, wife, or partner, and the person's family) who are party to a *tenancy agreement* with *you*, for a period of no less than 90 days, having the right under such agreement to occupy the *home* in consideration of regular rental payments.

**Tenanted** means that *your home* is occupied by *tenants* and *your home* is noted on *your schedule* as being tenanted.

**Total loss** means that we consider that the *home* or, where the Optional Additional Benefit – Landlord's Extension is shown on the *schedule*, the *landlord's furnishings*, are damaged beyond economic repair.

**Uninhabitable** means the *home* is no longer a safe or sanitary place to live, as determined by government or local authorities, or by *us*, due to physical damage to the *home*, and where notice to this effect has been issued. It does not mean a disinclination by *you* or *your tenants* to remain in occupancy of an otherwise safe or sanitary *home*.

**Unoccupied** means that no authorised person has slept overnight in the *home* within the last 60 days.

**Vehicle** means any vehicle described on the *schedule* including keys, equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally remain within the vehicle and *accessories*. For the purposes of the Exclusions, vehicle also means any other vehicle covered by this policy.

**We, us or our** means Vero Insurance New Zealand Limited.

**You or your**, for the purpose of the Home contents section of this policy, means the insured person or persons named on the *schedule*, their partner, their parents and/or their children (including dependent children within their care) only, permanently residing at the *home* with *you*, and not being otherwise insured. Partner means a marriage partner or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.

**You or your**, for the purpose of the Home buildings, Motor, and Boat sections of this policy, means the insured person or persons named on the *schedule*, and their partner. Partner means a marriage partner or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.



## Contact us

0508 806 244

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Thank you for choosing AMP to protect your home and assets.  
Contact your AMP Adviser or Broker if you need any further assistance.