

# EVERYDAY

**Home and Contents insurance**

Policy document

Effective 1 July 2019



# Table of contents

<b>1. Introduction</b>	<b>02</b>		
About your sum insured	04		
Paying your premium	04		
Your responsibilities	05		
When you need to contact us	06		
<b>2. About your cover</b>	<b>07</b>		
Who we cover – you/your	07		
Where we cover – the insured address	07		
What we cover as your home	07		
What we do not cover as your home	08		
The most we will pay for home claims	09		
What we cover as your contents	10		
What we do not cover as your contents	10		
The most we will pay for contents claims	11		
GST	13		
What you are covered for – insured events	13		
Benefits	22		
Benefits that apply only to your home cover	23		
Benefits that apply only to your contents cover	28		
		Benefits that apply to both home and contents covers	37
		Optional benefits applicable to home and contents covers	39
		Optional benefit applicable to home cover	42
		Optional benefits applicable to contents	43
		Legal liability	46
		General exclusions	48
		<b>3. Claims</b>	<b>55</b>
		Making a claim	55
		Your excess	56
		How we settle your claim	57
		Home claims	59
		Contents claims	62
		Other claims information	63
		<b>4. Other important information</b>	<b>65</b>
		What happens with cancellations?	65
		Words with special meanings	66
		How we will deal with a complaint	69

# IMPORTANT INFORMATION AT A GLANCE

This page is a useful guide for you.

We recommend you read your policy carefully to understand what you are and are not covered for.

## Features and benefits

- › Cover for fire, flood, storm, natural disaster and other major events
- › Up to 12 months temporary accommodation after an insured event
- › Replacement cover for your home and contents in most cases
- › Optional benefits available to upgrade your cover, including SumExtra



## Handy tips

Review your sum insured after any major purchases or changes to your house.

Make sure your heaters are on timers, so if they are accidentally left on while you are out, they are less likely to cause any problems or run up a big power bill.



## What this policy does...

**COVER MAJOR EVENTS LIKE EARTHQUAKE, FIRE AND FLOOD AND YOUR LIABILITY FOR DAMAGE TO PROPERTY.**



## ...and does not do

**COVER WEAR AND TEAR OR ACCIDENTAL DAMAGE.**



## Time to think it over

You have 21 days to change your mind after taking out this policy. If you have any queries during this time or you are uncertain about whether this policy is right for you, please contact us, we are only too happy to help.

## Ways to save

- › Increase your excess
- › Pay annually
- › Consider what options you need

## Claims

- › Ensure the safety of you and others first
- › Take reasonable steps to prevent further loss
- › Contact us as soon as possible



## Contact

View your policy documentation for contact information.

# 1.

# INTRODUCTION

## Welcome to Everyday Home and Contents Insurance

### Why is this document important?

This policy document is an important legal document that contains details of *your* Everyday Home and Contents Insurance *you* have purchased from *us*. *Your policy* comprises:

- › this policy document;
- › *your policy schedule* which shows the details particular to *you*;
- › the information *you* provided to *us* in *your* application or declaration;
- › any information *you* provide to *us* regarding any change in circumstances;

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

### Communicating with you

*You* agree *we* may send *your* policy documents and *policy* related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and *policy* communications will be provided to *you* in this

way until *you* tell *us* otherwise or *we* tell *you* it is no longer suitable. In order to communicate with *you* electronically, *you* will need to provide *us* with *your* current email address and *your* New Zealand mobile phone number.

Each electronic communication will be deemed to be received by *you* at the time it leaves *our* information system.

### Cooling off period

After this insurance begins or *you* renew *your* *policy* for another *period of insurance*, *you* have **21** days to consider the information in *your* policy document. This is called the 'cooling off period'. If *you* wish, and provided *you* have not made a claim, *you* can exercise *your* cooling off rights by cancelling this *policy* within **21** days from the day cover began or was renewed. When *you* exercise *your* cooling off rights, *we* will refund in full the money *you* have paid for that *period of insurance* but *you* will have no cover from when *your* *policy* would have otherwise begun or from *your* renewal date.

## Your duty of disclosure

Before *you* enter into a *policy* with *us*, and at each renewal of the *policy*, *you* have a duty to disclose to *us* everything *you* know, or could reasonably be expected to know, which is or may be relevant or material to *our* decision to insure anyone under the *policy*, including *you*, and on what terms.

It includes matters *we* specifically ask about when *you* apply for a *policy*, or renew or alter *your policy*, but *you* are also obliged to disclose matters that *we* do not specifically ask *you* about if they may be relevant or material.

If *you* are unsure whether something is relevant, material or should be disclosed, it is better to tell *us*. If *you* do not tell *us* something relevant or material which *you* know or should know, *we* might reduce a claim, refuse to pay a claim, cancel *your policy*, or treat the *policy* as if it never existed.

## More than one named insured

If there is more than one named insured on *your policy schedule*, or where one of the named insureds is a trust, *we* will treat a statement, act, omission, claim, request or direction (including to alter or cancel *your policy* or to accept a settlement of a claim) made by one insured, including trustees, as a statement, act, omission, claim, request or direction by all those named as insured on *your policy schedule*.

## Where other insurance applies to your claim

This *policy* does not cover *loss or damage* or liability where cover is provided by other insurance. *We* will not contribute towards any claim made under any other *policy*.

## The law that governs this policy

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

## Other parties with an interest in your home or your contents

Where *we* are satisfied that there is a mortgage or secured financial interest over the *home* or the *contents*, *we* may make a claim payment under this *policy* to that interested party. This will meet *our* obligations under this *policy*.

Any party who is recorded under this *policy* as having an interest in the *home* or *contents* is not covered by this *policy* and has no right to make a claim. *We* will not advise any interested party of any changes to the *policy*, the property insured, or the extent or amount of cover.

## No assignment

*You* are not permitted to assign or to attempt to assign this *policy* or *your* interest in this *policy* to any other party. *You* must obtain *our* prior written consent before *you* assign or attempt to assign *your* rights to any claim proceeds to any other party.

## Sale and purchase

Where *you* have entered into a contract to sell *your home*, the purchaser of *your home* is covered under this *policy* until the time of settlement of the contract or when they take possession of the *home*, whichever occurs earlier. This cover is provided by virtue of the Insurance Law Reform Act 1985. All requirements and limitations in this *policy* apply to *you* and the purchaser as if *you* are insured jointly. Nothing in this section has the effect of extending a *policy* which has been cancelled or has not been renewed prior to the settlement of the contract or when the purchaser takes possession of the *home*.

## Some words in your policy have special meanings

Some words when used in this policy document have special meanings. Words with special meanings are defined in the 'Words with special meanings' section at the end of this policy document. Words with special meanings will appear in *italics* throughout this *policy*.

## Headings used in your policy

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

### **ABOUT YOUR SUM INSURED**

#### What is a sum insured?

The sum insured is the most *you* can claim for any one *event* under one of the covers under this *policy* (either *home* or *contents*), unless stated otherwise in this policy document. The sum insured amount is shown on the *policy schedule* for the particular covers that *you* have purchased, and includes GST. *Your policy* also contains some benefits which are paid in addition to the sum insured under each or both of the *home* and *contents* sections of the *policy*. Where this applies, these benefit limits are specified in this policy document.

#### Make sure your sum insured is adequate

Underinsurance can expose *you* to serious financial loss if a claim occurs. It is *your* responsibility to make sure *your home* and *contents* are insured for their full 'new for old' replacement value.

## Review your sum insured regularly

*You* need to ensure *your* sums insured are accurate. To ensure *your* sums insured are adequate it is important to review them regularly, being mindful of items purchased recently and ask *us* to change the sum insured when required.

#### If you over-insure

*We* will not pay more than it costs *us* to rebuild, repair or replace *your home* or *contents*. *We* will not refund any premium paid for over-insuring.

#### Adjustments on renewal

*We* may automatically adjust the *home sum insured* and *general contents sum insured* on *your policy schedule* at the end of each *period of insurance* to account for various factors that can influence the cost of rebuilding a home, or repairing or replacing items of *contents*. *You* are entirely responsible for ensuring that any adjusted sum insured is sufficient to cover *loss or damage* to *your home* and/or *contents*. Please ask *us* to change the sums insured for any items insured as *specified items* when required.

Where *you* sustained *loss or damage* to *your home* or *contents* in a previous *period of insurance*, any adjustment to *your* sums insured at renewal does not take account of the reduced amount of cover that applies until *you* repair, rebuild or replace *your home* or *contents*.

### **PAYING YOUR PREMIUM**

*We* will tell *you* how much *you* have to pay and how much time *you* have for payment in *our* correspondence with *you*. The total amount payable will be shown on *your policy* documentation or, if *you* pay by instalments, the fortnightly or monthly premium will be shown on *your policy* documentation, as the amount due. *You* must pay the premium by the

due date to get this insurance cover. *You* can pay in one annual payment or if *we* agree, by fortnightly or monthly instalments. Payment of *your* premium is a condition precedent to cover under this *policy*.

Unless *we* tell *you*, any payment reminder *we* send *you* does not change the expiry or due date.

If *you* make a change to *your policy* details it may affect the premium *you* need to pay or have paid for the remainder of *your period of insurance*.

If *you* do not pay the full amount, *we* may reduce the *period of insurance* so it is in line with the amount *you* paid.

## Late annual payments

If *you* do not pay *your* premium by the due date in the first year of insurance with *us*, *we* will give *you* a written notice of *policy* cancellation.

If *you* do not pay the premium due on renewal by the due date, *you* will have no cover from the due date.

If *we* accept *your* late payment, *we* might recommence *your* cover from the date *we* receive *your* payment. If so, *you* will have no cover for the period from the date that the payment was due until the date *you* make payment. However, any recommencement of cover will not extend the *policy* expiry date.

## Overdue instalments

If *you* pay *your* premium by instalments and *your* instalment is overdue, *we* can do one or both of the following:

- › refuse to pay a claim or provide any other benefit under this *policy* if an instalment is **14** days (or more) overdue;
- › cancel *your policy* without notifying *you* in advance if an instalment is **1** month (or more) overdue.

## YOUR RESPONSIBILITIES

You must:

- › keep *your home* and *contents* well maintained and in good condition;
- › maintain locks or alarms in good working condition;
- › take all reasonable care to prevent theft, *loss* or *damage* or legal liability;
- › follow all the terms and responsibilities set out in *your policy*;
- › provide honest, accurate and complete information in relation to any claim, statement or document, including proposal, application, or declaration, supplied to *us*;
- › ensure that *your home* complies with local government or other statutory requirements at all times.

## Not meeting your responsibilities

If *you* do not meet *your* responsibilities, it may lead *us* to do one or both of the following:

- › reduce or refuse to pay *your* claim;
- › cancel *your* insurance *policy*.

## When your home will be unoccupied for more than 60 days

*We* will still cover *your home* if it is *unoccupied* provided that *you* ensure that its lawns and gardens are kept in a tidy condition, that all external doors and windows are kept locked, that all papers and mail are collected regularly and that *your home* is under regular supervision.

*We* will apply the unoccupied excess to each *event* covered by *your policy* if, at the time of the *event*, the *home* has been *unoccupied* for more than **60** continuous days.

A period of unoccupancy starts when the *home* becomes *unoccupied* and comes to an end when *you*, or someone nominated by *you*, has *occupied* the *home* for at least 2 consecutive nights. *You* may be asked to prove the occupancy of the *home* in the event of a claim. We will decide if the unoccupied excess applies.

If *you* have to pay an unoccupied excess it is payable in addition to any other excess that applies to *your* claim. For more details about the unoccupied excess see 'Your excess'.

## WHEN YOU NEED TO CONTACT US

You must contact us when:

- › *you* start to operate or intend to operate a *business activity* at the *insured address*;
- › there are changes to any *business activity* *you* operate at the *insured address*, such as:
  - *you* change the type of *business activity*;
  - customers (whether paying or otherwise) or suppliers start to come to the *insured address*;
  - *you* install business signage;
  - *you* need to store chemicals for the *business activity*.
- › any detail on *your policy schedule* is no longer accurate;
- › *you* intend to demolish *your home*, have lodged an application to do this, or a government authority has issued a demolition order;
- › *you* move out and let *your home* to tenants;
- › trespassers (squatters) occupy *your home*;
- › *you* commence building or renovations at the *insured address*;
- › *you* or any person living at the *insured address* is convicted of a crime;
- › anything else happens that increases the chance that *loss or damage* will occur at the *insured address*;
- › *your* contact details change.

## What we will do when you contact us:

When *you* contact *us* and tell *us* about these changes, we may decide to impose an additional excess, charge an additional premium, apply a special condition to *your policy*, or a combination of these. In some cases, it could mean we can no longer insure *you* and we will cancel *your policy*.

## When moving house (for contents only)

When *you* are permanently changing *your* residential address within New Zealand, we will cover *your contents* for *loss or damage* caused by an *insured event* during the *period of insurance* at both *your insured address* and new address for up to 14 days from when any of *your contents* first arrive at the new address. The most we will pay for *your contents* in all locations is the *general contents sum insured*. All conditions, limits and exclusions of this *policy* apply to this cover.

*You* must contact *us* before the 14 days end and ask *us* to change *your insured address* if *you* want *contents* cover to continue.

Once *your contents* have been at *your* new address for 14 days all cover for *contents* under this *policy* ends unless *you* have contacted *us* to change *your insured address*, we have agreed to continue cover and *you* have paid *us* any extra premium we require.



# 2. ABOUT YOUR COVER

## WHO WE COVER – YOU/YOUR

You/your refers to the person or persons named as the insured on your *policy schedule* and members of your *family* who normally live with you at the *insured address* ('you').

If the insured shown on your *policy schedule* is a company, trustee of a trust or body corporate, then you/your refers to:

- › that company, trustee or body corporate;
- › the following if they normally live at the *insured address*:
  - any company director, company owner or trust beneficiary; and
  - their respective *family* members.

Family means:

- › your spouse, partner or de facto;
- › your parents, parents-in-law;
- › your children, brothers and sisters, including their respective spouse, partner or de facto; and
- › the children, parents, parents-in-law, brothers and sisters of your spouse, partner or de facto.

## WHERE WE COVER – THE INSURED ADDRESS

We cover *your home* and/or *contents* at the insured address. The insured address is the address/location within New Zealand that is shown on your *policy schedule* ('insured address'). The insured address does not include *common property*.

## WHAT WE COVER AS YOUR HOME

Where *you* have purchased cover for *your home* and this is shown on your *policy schedule*, we cover *your home* that *you* own, that *you* use primarily for domestic purposes within the *residential boundaries*. *Your home* also includes the following items that are owned by *you*, used for domestic purposes and located within the *residential boundaries* at the *insured address* ('home'):

- › 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 *policy schedule* specifically indicates that the home includes additional dwelling units;

- › separate outbuildings that are not self-contained and/or not capable of being lived in;
- › fixed floor coverings (glued, tacked or smooth-edged);
- › garages, carports, outdoor walls (but not *retaining walls*), gates, fences (limits apply, see 'The most we will pay for home claims');
- › decks, pergolas, pagodas, verandas and balconies, patios, fixed water tanks, fixed swimming pools and spas and their accessories, sheds, tennis courts;
- › garden borders, pathways and paved or concreted floor areas;
- › driveways (limits apply, see 'The most we will pay for home claims');
- › sealed roads and access ways including private roads, lanes, right-of-ways, access ways or bridges (including associated guttering, drains, piping, cables and lighting) providing access to a driveway owned by *you* or shared by *you* with other property owners, and for which *you* are responsible (limits apply, see 'The most we will pay for home claims');
- › drains, pipes and cables;
- › services, both above and below ground that are *your* property and *you* are responsible for;
- › any permanently housed, connected or wired electrical appliances;
- › any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, animal housing, letter boxes, exterior blinds and awnings, built in barbeques and outdoor lights;
- › sculptures and artwork that are permanently affixed to the home and/or land;
- › gas appliances permanently plumbed to a gas supply;
- › any permanently attached *fixtures and fittings* including wall, ceiling and floor coverings;
- › water tanks, sewer storage tanks or treatment tanks permanently plumbed to *your* home;

- › *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 uninstalled building *fixtures and fittings* and materials (limits apply, see 'The most we will pay for home claims') but only when kept in a locked and secured building at the *insured address*.

## WHAT WE DO NOT COVER AS YOUR HOME

Home does not include:

- › anything defined as *contents*;
- › any new building in the course of construction;
- › any part of the building used for farming of any description such as, but not limited to, a barn, dairy, shearing shed, silo or stable;
- › any temporary or mobile structures, including caravans, houseboats, watercraft or motorised vehicles or craft of any type;
- › inflatable or portable swimming pools and spas and their accessories;
- › any loosely laid carpets, rugs, blinds, drapes or curtains;
- › loose or compacted soil, lawn, artificial grass, gravel, pebbles, rocks or granular rubber;
- › used or applied chemicals, fertilisers or pesticides;
- › plants, trees and shrubs or hedges in the ground;
- › *retaining walls* (except the cover specifically provided under the benefit 'Retaining walls');
- › a hotel, motel, boarding or guest house;
- › wharves, piers, jetties, pontoons, any fixed or temporary dead weight moorings, mushroom moorings or screw in moorings, mooring poles and their attachments and accessories;
- › culverts, ponds, dams, slipways;
- › sea walls, flood walls and levees;
- › land, earth or fill.

## THE MOST WE WILL PAY FOR HOME CLAIMS

If we accept *your* claim, the most we will pay for *loss or damage* to the *home* for any one *insured event* is the *home sum insured* shown on *your policy schedule*, unless a different limit elsewhere in *your policy* applies.

Some items also have fixed limits that cannot be increased and these limits are the most we will pay for those items as shown in the table below.

Fixed limits apply to	Limits for any one insured event
Uninstalled building <i>fixtures and fittings</i> , and materials but only when kept in a locked and secured building at the <i>insured address</i>	Up to \$500 in total
Fencing*	Up to 2 kilometres
Driveways*	Up to 50 metres
Sealed roads and access ways	Up to \$10,000 in total

\* Despite the distance limit shown, *our* payment for these items is still subject to, and does not increase, the *home sum insured* shown on *your policy schedule*.

## WHAT WE COVER AS YOUR CONTENTS

Where *you* have purchased cover for *your* contents, and this is shown on *your policy schedule*, we cover *your* household items that *you* own or are responsible for and use primarily for domestic purposes. We will call these items *your* contents. Contents are items which are not permanently attached to *your home* or *insured address* such as, but not limited to, furniture, furnishings, clothing, home computers and printers, unfixated electrical goods, internal blinds, drapes and curtains, loosely laid carpets, plants in pots, and medical equipment and aids.

The only vehicles, watercraft or aircraft that we deem to be contents are:

- › wheelchairs, mobility scooters, ride-on mowers, golf carts;
- › remote controlled scale model or toy motor vehicles;
- › surfboards, sailboards, kite surfing equipment, canoes, kayaks, non-motorised surf skis and motorised kontikis;
- › remote controlled scale model or toy watercraft;
- › remote controlled scale model or toy aircraft;
- › *drones*, while they are not in use.

The only swimming pools, saunas and spas that we deem to be contents are those that are designed to be easily relocatable.

## If contents are located at a property and you are a tenant

When *you* are a tenant of a property, contents also include any items used primarily for domestic and residential purposes, which are permanently attached to the *insured address* and which *you* own.

## WHAT WE DO NOT COVER AS YOUR CONTENTS

Contents do not include:

- › anything defined as *home*, unless 'If contents are located at a property and you are a tenant' applies to *you*;
- › electrical or electronic items that are no longer able to be used for the purpose they were intended;
- › any pets or animals;
- › items that are or were stock or samples related to any *business activities*;
- › loose or compacted soil, lawn, artificial grass, gravel, pebbles, rocks, granular rubber or water;
- › plants, trees, shrubs or hedges in the ground;
- › used or applied chemicals, fertilisers and pesticides;
- › artificial body parts, surgical implants or attachments that are permanently fitted to *you* or to any animal;
- › *fixtures and fittings*, sculptures or artwork permanently affixed to the *home* or land;
- › contents used for *business activities* except *home office equipment* (limits apply), laptops, phones and similar handheld devices;
- › items sold, gifted away, no longer in *your* possession, or any item *you* have taken ownership or responsibility for, but *you* have not yet taken possession of;
- › contents normally housed in an address not named on the *policy schedule* (except where the benefit 'Visitors' contents' applies);
- › any vehicle not specifically included in 'What we cover as your contents' above;
- › vehicle accessories in or on a vehicle;
- › vehicle keys or vehicle remote controls;
- › entertainment and communication systems that are in or on a vehicle, including any parts that attach to these systems;

- › navigation systems or radar detectors in or on a vehicle, including any parts that attach to them;
- › any firearms for which *you* do not hold a licence, if one is required;
- › sporting, recreational and leisure goods and equipment whilst in use, but *we* will cover bicycles (including e-bikes) whilst in use, but not whilst being used for practicing for, or engaging in, racing or pace making;
- › *drones*, while they are in use.

## THE MOST WE WILL PAY FOR CONTENTS CLAIMS

### Different types of contents

There are different types of contents that can be covered under this *policy*. These are:

- › *General contents* – these include:
  - *Contents* without fixed limits;
  - *Contents* with fixed limits; and
  - *Contents* with flexible limits.
- › *Specified items* – for contents with flexible limits, *you* can increase their limits if *we* agree. If *you* increase the limit of such items and *we* agree, the items are listed on *your policy schedule* as '*Specified items*'.
- › *Portable valuables* – some *contents* can be covered while they are away from the *insured address* where *you* choose to take out either or both of the portable valuables optional benefits. See '*Portable valuables – unspecified items*' and '*Portable valuables – specified items*'.

## The most we will pay for contents claims

If *we* accept *your* claim the most *we* will pay for *loss or damage* to all *contents* arising from any one *insured event* is the *general contents sum insured* (which includes any *specified items*) plus any portable valuables sums insured (as shown on *your policy schedule*).

There are also limits that apply to individual *content* items or types of items. These limits are set out in the tables headed '*Contents with fixed limits*' and '*Contents with flexible limits*'.

### Contents without fixed limits

There is no item limit on the amount that *we* will pay for *contents* without fixed limits, however the *general contents sum insured* still limits the amount that *we* will pay for *loss or damage* from any one *insured event*.

## Contents with fixed limits

The following table lists *contents* that have fixed limits that cannot be changed and these limits are the most we will pay for those *contents* items.

Item	Limits for any one insured event
<i>Home office equipment</i> used for a <i>business activity</i>	Limited to <b>\$10,000</b> in total
<i>Tools of trade</i> and equipment used for a <i>business activity</i> (not ' <i>home office equipment</i> ')	Limited to <b>\$1,000</b> in total
Cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a set or <i>collection</i> )	Limited to <b>\$300</b> in total
Uncut and unset gems, gold or silver nuggets, bullion and ingots (not jewellery)	Limited to <b>\$500</b> in total
Refrigerated food, frozen food and medicines	Limited to <b>\$500</b> in total
<i>Drones</i> including accessories and ancillary equipment	Limited to <b>\$3,000</b> in total

## Contents with flexible limits

The following table lists *contents* that have flexible limits, which *you* can ask *us* to increase. An additional premium may apply. If *you* have not asked *us* to increase the limit, the most we will pay is the limit shown for the item in the table below.

Item	Limits for any one insured event
Jewellery and watches	<b>\$1,000</b> per item or set up to a total of <b>\$4,000</b>
Carpet or rugs that are hand woven	<b>\$2,000</b> per carpet or rug
Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects	<b>\$10,000</b> per item or set up to a total of <b>\$50,000</b>
<i>Collections, sets</i> and <i>memorabilia</i> , including stamps, stamp collections, collector's pins, medals and currency no longer in circulation	<b>\$2,000</b> in total for all <i>collections, sets</i> and <i>memorabilia</i>

If you find that the flexible limits detailed above are not high enough you can choose to tailor your cover to best suit your individual needs by choosing to specify individual items.

For example:

If you have a painting in your home that is valued at \$15,000, you would need to ask us to list that painting for \$15,000, and we must agree, in order for it to be covered to the value of \$15,000. Otherwise, in the event of a claim we will only pay up to \$10,000 for that painting as shown by the limit in the table above.

## The most we will pay for specified items

If you have asked us to increase the limit for a contents item of a type described in the table headed 'Contents with flexible limits' and we agree, that contents item will be insured for a specified value and the contents item will be shown on your policy schedule as a 'Specified item'. The most we will pay for a specified item is the amount shown on your policy schedule for that item.

## The most we will pay for portable valuables

For details see 'Optional benefits applicable to contents'.

## GST

Limits, excesses and the most we pay amounts stated in this policy document and on your policy schedule include GST.

## WHAT YOU ARE COVERED FOR – INSURED EVENTS

You can choose to insure your home and contents, or just home or just contents. Your policy schedule will show what covers you have.

## Home cover

If you have home cover, we cover your home for loss or damage at the insured address caused by an insured event during the period of insurance, subject to the conditions, limits and exclusions in this policy.

## Contents cover

If you have contents cover, we cover your contents for loss or damage at the insured address caused by an insured event during the period of insurance, subject to the conditions, limits and exclusions in this policy.

## Insured events

The cover that we provide under this policy is for loss or damage caused by the insured events below. There are some things that we do not cover under these insured events. The 'We do not cover' section under each insured event shows the things that we do not cover that are specific to that insured event. The 'General exclusions' also contain things that we do not cover that apply to all parts of this policy.

If you have purchased the optional benefit 'Accidental damage at the home' and this is shown on your policy schedule, there may be cover for some loss or damage that is not covered by the insured events below. The optional benefit will not, however, cover any loss or damage that is excluded under 'We do not cover' or under the 'General exclusions'.

## Insured event flood

### We cover

*Loss or damage caused by flood.*

### We do not cover

- › *loss or damage* to sea walls, garden borders and free standing outdoor walls;
- › resultant cracking to paths, driveways, any outdoor surfaces, but we will cover them if they are washed away by the *flood*;
- › *loss or damage* to a sporting surface or court;
- › damage to external paintwork of *your home*, if that is the only building damage caused by the *flood*;
- › *loss or damage* to swimming pools or underground tanks caused by water leaking down the sides, against the sides or getting underneath them.

## Insured event storm

### We cover

- › *loss or damage* caused by a *storm*;
- › despite the general exclusion 'Actions or movements of the sea' and 'Storm surge', we will cover *loss or damage* caused by *storm surge* if it occurs at the same time as other insured damage at the *insured address* caused by *storm*.

### We do not cover

- › *loss or damage* to garden borders and free standing outdoor walls;
- › resultant cracking to paths, driveways, any outdoor surfaces, but we will cover them if they are washed away by the *storm*;
- › *loss or damage* to a sporting surface or court;
- › *loss or damage* to swimming pools or underground tanks caused by water leaking down the sides, against the sides or getting underneath them;
- › damage to external paintwork of *your home*, if that is the only building damage caused by the *storm*.



## Insured event lightning

### We cover

*Loss or damage caused by lightning, including power surge caused by lightning.*

### We do not cover

- › any claim where no recognised New Zealand meteorological service has a record of lightning activity in *your* area at the time of the *loss or damage*;
- › *loss or damage* caused by power failures or surges by *your* power provider.

## Insured event fire

### We cover

*Loss or damage caused by fire.*

### We do not cover

*Loss or damage arising from:*

- › heat, ash, soot and smoke when *your home* and *contents* has not caught on *fire* unless it is caused by a burning building within **10** metres of the *insured address*;
- › arcing, scorching or cigarette, cigar or pipe burns unless a *fire* spreads from the initial burn spot;
- › pollution or vapour from a home heater or a cooking appliance unless a *fire* spreads from the initial source.

## Insured event natural disaster

### We cover

- › *loss or damage* caused by *natural disaster* to items of *your contents*, less any excess payable under this *policy*;
- › *loss or damage* to *your home* caused by *natural disaster* where:
  - the *loss or damage* to *your home* is covered under the Earthquake Commission Act 1993 (the EQC Act); and
  - 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
  - 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 or damage*;
- › *loss or damage* caused by *natural disaster* to the following items that are part of *your home* if they are covered by this *policy* but are not subject to insurance under the EQC Act:
  - permanently installed swimming or spa pools; or
  - drains, pipes, and cables; or
  - driveways, paths, patios, fences and walls (policy limits apply); or
  - tennis courts.

A *natural disaster* excess of \$5,000 will apply to claims for these non-EQC Act items.

Where the *loss or damage* to *your home* caused by *natural disaster* is covered by this *policy*, we will only pay:

- the difference between the amount we would have paid under this *policy* if the cause of the *loss or damage* was an *insured event* other than *natural disaster* and the amount paid or payable by the EQC Act (including excesses);
- less any excess payable under this *policy*.

### We do not cover

Only the 'General exclusions' apply to this *insured event*.

## Insured event theft or burglary

### We cover

*Loss or damage* caused by theft or burglary.

### We do not cover

Only the 'General exclusions' apply to this *insured event*.

## Insured event explosion

### We cover

*Loss or damage* caused by an explosion.

### We do not cover

- › the cost of repairing or replacing the tank or container that exploded;
- › *loss or damage* caused by nuclear or biological devices.

## Insured event accidental breakage of glass

### We cover

#### When you have *home* cover

Accidental breakage of:

- › fixed glass in windows, doors, skylights, mirrors fixed to *your home* and other fixed glass (including glass tint if fitted);
- › glass in a fixed light fitting in *your home*;
- › sinks, basins, baths or shower-bath combinations, cisterns and toilets;
- › any glass that forms part of a:
  - fixed cooking or heating appliance; or
  - cook top or cooking surface;

but we will not pay to replace the entire appliance, cook top or cooking surface.

#### When you have *contents* cover

- › accidental breakage of fitted glass in furniture and unfixd hung mirrors;
- › when *you* are a tenant under a lease and *you* have been found legally liable for accidental damage we cover accidental breakage of:
  - glass in windows and other fixed glass that is part of the home (includes tinted glass, if fitted);
  - sinks, basins, baths or shower-bath combinations, cisterns and toilets;
  - glass in a fixed light fitting;
  - any glass that forms part of:
    - a fixed cooking or heating appliance; or
    - a cook top or cooking surface;

but we will not pay to replace the entire appliance, cook top or cooking surface.

#### Replacing glass

We will also cover the frame of any window, door or shower screen, but only if this is necessary to enable the glass to be replaced.

## We do not cover

### When you have *home* cover

- › glass in a glasshouse, greenhouse or conservatory;
- › ceramic tiles;
- › shower bases (tiled or otherwise);
- › the cost to modify any part of *your home* to fit the replacement cooking or heating appliance if the dimensions differ;
- › the cost to remove broken glass from carpets or other parts of *your home* or *contents*;
- › any *loss or damage* if the breakage does not extend through the entire thickness of the *damaged* item (e.g. chips or scratches).

### When you have *contents* cover

- › any accidental breakage which has occurred while the items are outside *your home*;
- › drinking glasses and any glass or crystal items normally carried by hand;
- › any hand held mirrors;
- › the screen or glass of any computer, television set or other type of visual or audio electronic device;
- › glass that is part of a vase, decanter, jug, fishbowl, ornament or light globe;
- › the cost to remove broken glass from carpets or other parts of *your home* or *contents*;
- › any *loss or damage* if the breakage does not extend through the entire thickness of the *damaged* item (e.g. chips or scratches).

## Insured event escape of liquid

### We cover

*Loss or damage* caused by liquid suddenly leaking, overflowing or bursting from any of the following:

- › refrigerators, freezers, dishwashers and washing machines;
- › any drain, fixed pipes, roof gutters or guttering and rainwater downpipes, drainage and sewage systems;
- › fixed tanks;
- › swimming pools or spas;
- › waterbeds;
- › baths, sinks, toilets and basins;
- › fixed heating or cooling system;
- › water main, fire hydrant or water supply pipe;
- › an aquarium.

### Exploratory costs

We will pay the reasonable cost of locating, at the *insured address*, the source of the escaped liquid and to repair and restore the damage to *your home* and *contents* caused by *our* exploratory work but only if the escape of liquid is covered under this *insured event*.

### We do not cover

- › wear and tear, gradual physical damage or *loss or damage* caused by the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing over a period of time;
- › the cost of repairing or replacing the item from which the liquid escaped;
- › *loss or damage* caused by liquid from a personal container, such as plant pot, vase, terrarium, fishbowl, beverage container, saucepan, bucket or watering can;
- › *loss or damage* caused by liquid from a watering system or hose;
- › *loss or damage* to, or caused by, a leaking shower floor or base, shower cubicle walls, shower glass screening or doors;
- › costs if *you* repair or renovate a *damaged* area of *your home* before we can inspect it and find the cause;
- › broken, worn or aged tiles or grouting in walls in bathrooms, kitchens or laundries **unless** the damage is caused by liquid leaking from pipes in walls or floors (not forming part of a shower cubicle wall, floor or base);
- › *loss or damage* caused by *storm surge*.

## Insured event impact

### We cover

*Loss or damage* caused by impact at the *insured address* from:

- › a falling tree or part of a falling tree including the roots;
- › power poles;
- › tv antennas or satellite dishes, communication aerials or masts;
- › watercraft, aircraft, motor vehicles or trailers;
- › an object falling from a motor vehicle or aircraft;
- › space debris or meteorites.

### We do not cover

- › *loss or damage* to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment;
- › any portion of a fence or wall that is not owned by *you*;
- › the cost of removing or lopping fallen trees or branches that have not *damaged your home or contents*;
- › the removal of tree stumps or roots still in the ground.

## Insured event damage by an animal

### We cover

*Loss or damage* caused by an animal.

### We do not cover

Only the 'General exclusions' apply to this *insured event*.

## Insured event riot, civil commotion or public disturbance

### We cover

*Loss or damage* caused by riot, civil commotion or public disturbance e.g. damage caused by a violent crowd moving down *your* street.

### We do not cover

- › *loss or damage* caused by *you* or someone who lives at the *insured address*;
- › *loss or damage* if *you* or someone living with *you* participated in the riot, civil commotion or public disturbance;
- › *loss or damage* caused by nuclear or biological devices.

## Insured event malicious acts and vandalism

### We cover

*Loss or damage* caused by malicious acts or vandalism.

### We do not cover

Only the 'General exclusions' apply to this *insured event*.

## BENEFITS

We also provide the following benefits. Some benefits will only be available where we accept *your* claim for *loss or damage* due to an *insured event*, and others can be available independently of a claim for *loss or damage* to *your home* or *contents*. For benefits that are only available where there is *loss or damage* to *your home* or *contents*, we may decide to

make a payment for a benefit before we accept or agree to pay *your* claim. This does not mean that *your* claim has been accepted, or that we have agreed to pay *your* claim. If we do not accept *your* claim, *you* must repay these amounts to *us*. All of the conditions of this *policy* apply to the benefits, unless the cover says otherwise.



## BENEFITS THAT APPLY ONLY TO YOUR HOME COVER

Where you have *home cover*, the following benefits and their limits are included in the *home sum insured*, except where we specifically state otherwise. There are some things we do not cover under these benefits and these are shown in the 'We do not cover' section of the tables which follow each benefit and under the heading 'General exclusions'.

### Other repair/rebuilding costs

#### We cover

When we are paying to rebuild or repair *damaged* parts of *your home*, we will pay the reasonable and necessary costs:

- › of any temporary work (excluding any work related to land) required to make the *damaged* or *destroyed home* safe;
- › for the services of professionals, such as architects or surveyors, which are needed to repair or rebuild at the *insured address*, and which are agreed with *us* before they are incurred;
- › of the additional work required to the *damaged* parts of *your home* to make those *damaged* parts comply with current building regulations and laws.

This benefit will be paid within the *home sum insured* for any one *insured event*.

#### We do not cover

The cost of:

- › removing tree stumps and roots still in the ground;
- › removing or lopping fallen trees or fallen branches that have not *damaged your home*;
- › additional work to undamaged parts of *your home* to make those undamaged parts comply with current building regulations and laws, even if the *damaged* parts of *your home* cannot lawfully be repaired without the additional work to the undamaged parts being undertaken;
- › additional work to any *damaged* parts of *your home* to make those *damaged* parts comply with current building regulations and laws if the *damaged* parts could lawfully be repaired without the additional work being undertaken;
- › making *your home* comply with building regulations and laws that existed but were not complied with when *your home* was originally built or altered.

## Removal of debris – home

### We cover

When we are paying to rebuild or repair *damaged* parts of *your home*, we will pay the reasonable and necessary costs of:

- › demolishing and removing the *damaged* parts of *your home* from the *insured address*;
- › removing debris when required in order to repair *your home*.

This benefit will be paid within the *home sum insured* for any one *insured event*.

### We do not cover

The cost of:

- › removing tree stumps and roots still in the ground;
- › removing any debris, including fallen trees or fallen branches, that have not *damaged your home*.

## Temporary accommodation

### We cover

When an *insured event* results in damage to *your home* which makes it *unliveable*, and we agree, we will pay for *your* reasonable temporary accommodation costs while it is *unliveable* and for the time it will take to repair or rebuild *your home* to a condition where it is no longer *unliveable*. We will also pay for temporary accommodation for *your* domestic pets in a commercial boarding establishment for the same period that we pay for *your* temporary accommodation.

The most we will pay is up to **12** months in residential accommodation of a similar standard to *your home*. If necessary, as part of *your* 12 month allowance, we will pay a maximum of **1** month in short term accommodation agreed to by us (e.g. standard rates for a hotel, motel or serviced apartment).

We will also pay the reasonable and necessary costs for:

- › redirection of mail from the *insured address* for up to **12** months;
- › utility connection costs at the temporary accommodation residence;
- › relocation of *your contents* to and from the temporary accommodation residence if you also have *contents cover* under this *policy*;
- › assistance with bond payment if required, however any amount we pay in bond is recoverable from you by us. We may deduct this amount from any amount payable to you.

The most we will pay under this benefit is **10%** of the *home sum insured* and the longest period you can claim for is **12** months for any one *insured event*. This benefit is paid in addition to the *home sum insured*.

### We do not cover

- › temporary accommodation costs:
  - if damage to the *contents* is the only reason why you cannot live at *your home*;
  - if you do not intend to repair or rebuild *your home*;
  - if before the *loss or damage* occurred, you had planned to demolish *your home*;
  - if you do not need to pay for temporary accommodation;
  - if *your home* was not *your* principal place of residence at the time of the *loss or damage*;
  - if you had not intended to be living at *your home* during the repair or rebuild period (had *your home* not been *damaged*);
  - beyond the period it should reasonably take to replace or repair *your home* so you can live there again;
  - where the *loss or damage* is only to land;
  - where you decide that you do not wish to live in the *home* and it is not *unliveable*.
- › any costs related to any *business activity* operated at *your home*.

## Environmental improvements

### We cover

We provide cover for the costs associated with the purchase and installation of *environmental improvements* at the *insured address* such as a rainwater tank, solar systems or compost equipment when all of the following applies:

- › we have accepted a claim for an *insured event* that has caused *loss or damage* worth more than **80%** of *your home sum insured*; and
- › *your home* does not already have the relevant environmental equipment; and
- › we are authorising or arranging the repairs to *your home*; and
- › *you* have sought *our* agreement prior to purchasing or installing the relevant environmental equipment.

The most we will pay for any one *insured event* is up to **\$2,500**. This benefit is paid in addition to the *home sum insured*.

### We do not cover

Any amount which is, or would be but for the *home sum insured* limit, covered under 'Other repair/ rebuilding costs' to comply with the latest building regulations.

## Mortgage discharge costs

### We cover

When we pay a claim for *your home* to a credit provider which results in *your home* loan being fully repaid, we will pay the reasonably incurred administrative and legal costs of:

- › discharging the mortgage; and
- › deleting the mortgagee from the land title on *your home*.

The most we will pay for any one *insured event* is **\$1,000**. This benefit is paid in addition to the *home sum insured*.

### We do not cover

Penalty interest rate charges or early loan repayment charges imposed on *you* by the credit provider.

## Retaining walls

### We cover

Where we pay a claim for *loss or damage to your home*, we will also pay for:

- › *loss or damage to retaining walls*, including *your share in retaining walls* that are jointly owned by *you* and other property owners; and
- › the cost of gaining access to the wall, stabilising the soil and providing footings and drainage materials directly necessary for the work to the *retaining wall* or part of the *retaining wall* that has suffered *loss or damage*.

The most we will pay for any one *insured event* is **\$50,000**, unless:

- › *you* are able to provide *us* with a valuation for *your home* that:
  - was issued by a quantity surveyor, suitably qualified valuer or builder prior to the *loss or damage*; and
  - separately identifies the total amount that would be required to completely rebuild each *retaining wall* and all other improvements contained within the *residential boundaries*; and
- › the *home sum insured* is at least the total amount that would be required to completely rebuild the *home* and all other improvements, including the *retaining wall*, as shown in the valuation;

in which case we will pay up to the full value of the *retaining walls* as shown in the valuation.

This benefit will be paid within the *home sum insured* for any one *insured event*.

### We do not cover

- › *retaining walls* that are over 1.5 metres above ground level which do not have appropriate local authority permit, consent or certificate;
- › incomplete *retaining walls*;
- › *loss or damage to retaining walls* which are caused by earthworks excavations.

## BENEFITS THAT APPLY ONLY TO YOUR CONTENTS COVER

Where you have *contents* cover, the following benefits and their limits are included in the *general contents sum insured*, unless stated otherwise. There are some things we do not cover under these benefits and these are shown in the 'We do not cover' section of the tables which follow each benefit and under the heading 'General exclusions'.

### Temporary accommodation for tenants

#### We cover

If you are a tenant at the *insured address* and you have *contents* cover and we agree you cannot live at the *insured address* while it is being repaired or rebuilt following *loss or damage* to your home at the *insured address*, we will pay any reasonable extra rent costs for temporary accommodation for you and your pets that you normally keep at the *insured address*, provided that you supply us with your written tenancy agreement which shows the rent that you pay at the *insured address*.

We will also pay the reasonable and necessary costs for:

- › redirection of mail from the *insured address*;
- › utility connection costs at the temporary accommodation residence;
- › relocation of your *contents* to and from the temporary accommodation residence;
- › assistance with bond payment if required, however, any amount we pay in bond is recoverable from you by us. We may deduct this amount from any amount payable to you.

The most we will pay under this benefit is **10%** of your *general contents sum insured* and the longest period you can claim for is **12** months for any one *insured event*. This benefit is paid in addition to the *general contents sum insured*.

#### We do not cover

- › any amounts you are able to recover for temporary accommodation costs under another insurance policy including any insurance policy taken out by a body corporate or similar entity;
- › any costs:
  - if you do not need to pay for temporary accommodation;
  - if the *insured address* was not your principal place of residence at the time of the *loss or damage*;
  - if you had not intended to live at the *insured address* during the repair or rebuild period had the home not been *damaged*;
  - beyond the period it should reasonably take to replace or repair the home so you can live there again;
  - related to any *business activity* carried on by you.

## Removal of debris – contents

### We cover

The reasonable and necessary costs to dispose of *your damaged contents*.

The most we will pay under this benefit is **10%** of the *general contents sum insured*. This benefit is paid in addition to the *general contents sum insured* for any one *insured event*.

### We do not cover

Disposal or storage of or removal of anything that is not defined as Contents.

## Storage of undamaged contents

### We cover

If *you* make a claim for *loss or damage to your contents* due to an *insured event* (which we refer to in this benefit as the original claim) and we agree that *your undamaged contents* cannot be kept at the *insured address* because it is *unliveable*, we will also pay the reasonable cost to store the *undamaged contents* until the *contents* can be kept at the *insured address*.

The most we will pay for the storage of *undamaged contents* is **10%** of the *general contents sum insured*. This part of the benefit is paid in addition to *your general contents sum insured* for any one *insured event*.

We will also pay for any *loss or damage* to the *contents* that were undamaged in the original claim, provided that the *loss or damage* is caused by an *insured event* while they are at the place of storage. We will only pay up to the *general contents sum insured* shown on *your policy schedule* (less any amount paid or payable for *loss or damage to your contents* as part of the original claim). The cover for damage to *your contents* while at the place of storage will cease when *your policy* is cancelled or lapses, or we cease paying for storage of *your contents* under this benefit, whichever happens first. All the conditions, limits and exclusions of this *policy* apply to this cover.

This part of the benefit is paid within the *general contents sum insured*.

### We do not cover

- › storage costs once we decide the *contents* could be returned to the *insured address*;
- › storage of *contents* outside New Zealand;
- › if *your* temporary accommodation is the place where *your contents* are stored;
- › if *your contents* can be stored at the location of *your* temporary accommodation;
- › where we have already agreed to cover the relevant *loss or damage* under another benefit.

## Costs to re-establish important documents

### We cover

We will pay the costs to replace the following documents if they are also *lost or damaged* by an *insured event* at the *insured address*:

- › jewellery valuations;
- › passports, wills;
- › the land title on *your home*;
- › driver licences;
- › marriage certificates, birth certificates.

The most we will pay for any one *insured event* is **\$500**. This benefit is paid in addition to the *general contents sum insured*.

### We do not cover

Any document not shown in the list above.

## Accessories and spare parts

### We cover

We will cover *loss or damage* caused by an *insured event* to accessories and spare parts stored at the *insured address* for the following vehicles or craft:

- › motor vehicles or trailers;
- › motorcycles or mini-motorcycles;
- › motorised scooters or motorised bicycles (not including e-bikes);
- › watercraft (but not outboard motors).

The most we will pay for any one *insured event* is **\$500**. This benefit is paid in addition to the *general contents sum insured*.

### We do not cover

*Loss or damage* to:

- › keys for these vehicles or craft or replacement of their locks;
- › spare parts or accessories that are in or on the vehicle or craft at the time of the *insured event*;
- › outboard motors;
- › motor vehicles, trailers, motorcycles, mini-motorcycles, motorised scooters, motorised bicycles (not including e-bikes), watercraft or aircraft.



## Contents in commercial storage

### We cover

We will cover *your contents* whilst stored in a secure commercial storage facility for *loss or damage* caused by an *insured event*. This cover is only provided if the commercial storage facility:

- › is lockable; and
- › only accessible by *you* or someone authorised by *you*; and
- › is fully enclosed by walls (including doors), floor and roof.

This benefit is paid within the *general contents sum insured*.

### We do not cover

*Loss or damage:*

- › to cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a *set* or *collection*);
- › to *contents* in storage after *your contents policy* at the *insured address* ceases;
- › from theft when there is no forced entry into *your storage facility*;
- › to *contents* stored outside New Zealand;
- › to *contents* not stored in a commercially operated facility;
- › to food of any kind;
- › where we have already agreed to cover the relevant *loss or damage* under another *policy* benefit.

## Contents in transit

### We cover

If *you* are permanently moving to a new address in New Zealand, we will cover *your contents* while they are being moved, for *loss or damage* caused by:

- › *fire*;
- › *flood*;
- › collision, overturning, accident or theft of the vehicle carrying them.

This benefit is paid within the *general contents sum insured*.

### We do not cover

*Loss or damage* to cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a *set* or *collection*).

## Visitors' contents

### We cover

We will cover *loss or damage* to *contents* owned by invited visitors caused by an *insured event* at the *insured address*.

The longest period that we will cover *contents* owned by visitors staying at the *insured address* is **30** consecutive days.

The most we will pay for any one *event* is **\$500**. This benefit is paid within the *general contents sum insured*.

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### We do not cover

*Loss or damage* to:

- › any item insured under another policy;
  - › cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a *set* or *collection*);
  - › mobile phones, or devices with mobile phone functionality;
  - › laptops, electronic tablets, PDAs and GPS/navigational devices;
  - › *contents* belonging to a visitor who is paying to stay at *your* home, or who is staying as part of a mutual accommodation swap arrangement;
  - › optical items, vision and sound equipment.
-

## Food and medication spoilage

### We cover

We will cover spoilage of refrigerated food, frozen food and refrigerated medicines at the *insured address* caused by:

- › an *insured event*;
- › the sudden escape of refrigerant fumes;
- › electrical or electronic breakdown, failure or malfunction;
- › the public electricity supply fails at *your insured address*.

If *you* make a claim under this benefit, no excess applies.

The most we will pay for any one *insured event* is **\$500**. This benefit will be paid within the *general contents sum insured*.

### We do not cover

*Loss or damage:*

- › caused by an interruption to *your* electricity supply because of *your* failure to pay *your* bill;
- › to a refrigerator or freezer caused by spoiled food;
- › arising from, or caused by industrial action;
- › arising from an accidental act or omission of a power supply authority;
- › arising from the deliberate act or omission of a power supply authority unless this action is in the interest of public safety.

## Identity theft cover

### We cover

If *you* are a victim of identity theft during the *period of insurance*, then we will pay the reasonable costs *you* have to pay in trying to re-establish *your* personal credit history, including:

- › *your* unpaid wages for any time *you* had to take off work because of this;
- › extra loan application fees that *you* incur from having to reapply for a loan declined because of false credit history as the result of identity theft;
- › telephone, fax and postage costs spent on recreating *your* credit worthiness;
- › domestic travelling costs spent on recreating *your* credit worthiness;
- › legal fees we have agreed to pay in writing (before *you* incurred them) to:
  - defend actions brought against *you* incorrectly by retailers and collection agencies following theft of *your* identity;
  - remove wrongly recorded civil judgments against *you*;
  - challenge the accuracy of any New Zealand credit reporting agency or bureau;
  - prepare legal statements, statutory declarations or affidavits required by the police, *your* bank or credit provider.

The most we will pay for all claims made under this benefit in the *period of insurance* is **\$1,000**. This benefit is paid within the *general contents sum insured*.

### We do not cover

- › payment of any debts resulting from identity theft;
- › any costs or fees relating to or for a *business activity*;
- › speeding or parking fines or infringements;
- › costs to re-establish *your* identity or credit records outside New Zealand;
- › any costs incurred outside of New Zealand or within New Zealand for services outside of New Zealand;
- › travel costs not specifically covered by this benefit, including international airfares;
- › any costs recoverable from *your* bank, credit card or credit provider;
- › identity theft which happened because *you* did not follow the terms and conditions of any bank, credit provider or other financial institution for keeping *your* identification or access details safe (e.g. passwords and PIN);
- › costs not supported by written evidence showing *us*:
  - when they were incurred;
  - that they clearly resulted from a claim under this benefit;
- › legal fees or costs not approved by *us* in writing before *you* incurred them;
- › costs associated with identity theft by anyone who lives at the *insured address*.

## Financial transaction card cover

### We cover

We will cover *your* loss if *your* credit cards or other financial transaction cards are physically stolen from the *insured address* and used fraudulently.

The amount we pay *you* will be less any amount covered by *your* credit card or other financial transaction card provider.

If *you* make a claim under this benefit, no excess applies.

The most we will pay for all claims made under this benefit in the *period of insurance* is \$1,500. This benefit is paid within the *general contents sum insured*.

### We do not cover

Loss or theft:

- › of any gift cards or cash passports;
- › occurring because:
  - *you* did not follow the terms and conditions of use for *your* card and someone used *your* card after they found or had access to *your* PIN; or
  - *you* did not tell the financial institution or credit provider who issued *your* card within 24 hours after *you* discover the card is lost or stolen.
- › by *you* or anyone who lives at the *insured address*.

## Contents temporarily removed

### We cover

If *you* temporarily remove the contents from the *insured address* to:

- › another residence in New Zealand in which *you* are temporarily residing;
- › a bank deposit box in New Zealand;

they are covered for *loss or damage* caused by an *insured event* at the new location. The longest period that we will cover *contents* temporarily removed is **180** consecutive days unless they are stored in a bank deposit box.

The most we will pay for any one *insured event* is **25%** of the *general contents sum insured*.

### We do not cover

*Loss or damage*:

- › caused by theft without forced entry into the temporary residence;
- › to cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a set or collection);
- › to *contents* in a motorised vehicle, caravan, motor home, camper trailer, slide-on camper, slide-on trailer, mobile , trailer or horse float;
- › caused to *contents* while in transit except where covered by the benefit 'Contents in transit';
- › that is not covered by the *insured event* (or is not excluded by the *insured event*);
- › where we have already agreed to cover the relevant *loss or damage* under another benefit.

Cover may be available if the *damaged* item is insured as *portable valuables*. See 'Portable Valuables – Unspecified Items' and 'Portable Valuables – Specified Items'.

## BENEFITS THAT APPLY TO BOTH HOME AND CONTENTS COVERS

The following benefits are available if *you* have either *home*, *contents* or both *home* and *contents* covers. Where *you* have both *home* and *contents* cover, *you* will only receive the following benefits once for any *insured event*.

There are some things that we do not cover under these benefits and these are shown in the 'We do not cover' section of the tables which follow each benefit and under the heading 'General exclusions'.

### Fatal injury compensation

#### We cover

If *you* suffer a fatal injury as a direct result of an *insured event* at the *insured address*, we will pay **\$5,000** in total for any one *insured event* if:

- › we have paid a claim for *loss or damage to your home or contents* resulting from the *insured event*; and
- › death occurs within **12 months** of the *insured event*.

This benefit is paid in addition to the *home sum insured* or the *general contents sum insured*.

### Lock replacement

#### We cover

If *you* have *home* or *contents* cover we will cover the necessary costs of replacing or recoding locks to the external doors or windows of *your home* at the *insured address* if the keys to those locks are stolen anywhere in Australia or New Zealand.

If *you* make a claim under this benefit no excess applies.

The most we will pay for any one event is **\$500**. This benefit is paid within the *home sum insured* if *you* have *home* cover, the *general contents sum insured* if *you* have *contents* cover, or where *you* have both, it will be paid from the cover where the sum insured is least likely to be exhausted by the *insured event*.

#### We do not cover

The cost of replacement of the keys.

## Damage from physical injury or incident

### We cover

When you have *home* or *contents* cover we cover damage to and/or soiling of your:

- › *home* if you have *home* cover;
- › *contents* if you have *contents* cover;

as a result of:

- › physical assaults or death (whether by natural cause, suicide, manslaughter or murder);
- › forensic or police investigations into any physical assault or death.

Also included are the costs of:

- › specialist forensic and other cleaning services;
- › removal of bio-hazard materials.

The most we will pay for any one *event* is **\$15,000**. This benefit is paid within the *home sum insured* if you have *home* cover, the *general contents sum insured* if you have *contents* cover, or where you have both, it will be paid from the cover where the sum insured is least likely to be exhausted by the *insured event*.

### We do not cover

- › damage or soiling caused by incidents which are the result of physical assaults, manslaughter or murder committed by *you*;
- › damage or soiling caused by incidents which are not the result of physical assaults or death (unless they are otherwise covered by this *policy*);
- › odour removal;
- › any costs associated with repairing or rebuilding undamaged parts of the *home* or undamaged parts of *contents*.



## OPTIONAL BENEFITS APPLICABLE TO HOME AND CONTENTS COVERS

*You* can ask *us* to add one or more of the following optional benefits to *your policy* for an extra premium. If *you* choose and pay for an optional benefit, that benefit will be shown on *your policy schedule* and the cover provided is as shown in the 'We cover' section of the following tables.

There are some things *we* do not cover under these benefits. The 'We do not cover' section under each benefit shows the things that *we* do not cover that are specific to that benefit. The 'General exclusions' also contain things that *we* do not cover that apply to all parts of this *policy*. All of the conditions of this *policy* apply to optional benefits unless the cover says otherwise.

## Accidental damage at the home

### We cover

When you have *home* insurance, we cover your *home* for *loss or damage* at the *insured address* during the *period of insurance* caused by any event in addition to the *insured events* listed under 'What you are covered for – insured events'.

When you have *contents* insurance, we cover your *contents* for *loss or damage* at the *insured address* during the *period of insurance* caused by any event in addition to the *insured events* listed under 'What you are covered for – insured events'.

Despite the general exclusion 'Building extensions, structural alterations or structural renovations' we cover *loss or damage* to your *home* or your *contents* caused by spilling paint.

*Loss or damage* at the *home* which is covered by this benefit will be treated as if it was caused by an *insured event* under this *policy*. If we accept a claim under this benefit, you will also be entitled to any other benefits listed under 'Benefits' under this *policy* which would apply if the *loss or damage* was caused by an *insured event*.

### We do not cover

- ▶ *loss or damage* that is covered under an *insured event* (or that is excluded from the cover of that *insured event*);
- ▶ *loss or damage*:
  - to garden borders and free standing outdoor walls, sporting surfaces or courts, or other outdoor surfaces;
  - to swimming pool liners or covers;
  - arising from scorching or burning cigars, cigarettes or pipes;
  - arising from pollution or vapour from a *home* heater or cooking appliance;
  - to driveways, paths, paving or underground services caused by road vehicles, cranes or earthmoving equipment, or any other cracking to paths or driveways;
  - caused by physical assaults or death;
  - arising from failure or shutdown of the electricity supply from any cause or spoilage of food resulting from this;
- ▶ shower bases (tiled or otherwise), including *loss or damage* from leaking;
- ▶ the cost to modify any part of your *home* to fit replacement cooking or heating appliances if the dimensions differ;
- ▶ wear and tear, gradual physical damage or *loss or damage* caused by the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing over a period of time;
- ▶ the cost of repairing or replacing tanks or containers that burst or leak, such as a hot water tank bursting or leaking;
- ▶ cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a set or *collection*).

## Motor burnout

### We cover

The burning out or fusing of electric motors, that happens in the *period of insurance*, in household equipment or appliances which are part of *your*:

- › *home* if you have *home* cover;
- › *contents* if you have *contents* cover;

and which are less than 10 years old.

Cover includes the reasonable cost to repair or replace:

- › the electric motor or compressor containing the motor;
- › an entire sealed unit, filter, dryer and re-gassing if the electric motor is inside a sealed refrigeration or air conditioning unit;
- › a water or sewage pump, combined with its electric motor, if the replacement pump motor cannot be bought on its own.

If an electric motor or motor in an appliance cannot be repaired or replaced, we will pay the replacement cost of an equivalent motor or motor in a sealed unit of the same specification and standard available today. We will not pay for the replacement of the whole appliance unless it costs *us* less than it would to repair or replace the motor.

This benefit is paid within the *home sum insured* if you have *home* cover, the *general contents sum insured* if you have *contents* cover, or where you have both, it will be paid from the cover where the sum insured is least likely to be exhausted by the *insured event*.

### We do not cover

- › the cost of extracting or reinstalling a submersible pump;
- › any amount *you* can recover under a manufacturer's guarantee or warranty whether or not *you* actually attempt to recover it;
- › *loss or damage* to motors forming part of equipment used in conjunction with *your* trade, *business activity* or occupation;
- › *loss or damage* to a refrigerator or freezer caused by spoiled food.

## OPTIONAL BENEFIT APPLICABLE TO HOME COVER

### SumExtra

#### We cover

If we have accepted a claim for *loss or damage to your home* under this *policy* and we elect to settle *your claim* by repairing or rebuilding *your home* or by paying you the *replacement cost* to repair or rebuild *your home* (including where you will be building at a different location), and the *replacement cost* exceeds the *home sum insured*, we will pay:

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

We will only provide this benefit where all of the following conditions are met:

- › the *home sum insured* at the time of *loss or damage* is equal to or greater than the estimated replacement cost that we generated when you applied for this *policy* or when this *policy* was renewed, whichever is the latest; and
- › the information that you supplied to us about *your home* which we used to calculate the estimated replacement cost was complete and correct in all respects; and
- › you inform us immediately of any changes to *your home*, including but not limited to the size or the quality of *your home*, so that we can calculate an updated estimated replacement cost; and
- › where there are changes to *your home* which increases the estimated replacement cost, you increase your *home sum insured* to at least the amount of the updated estimated replacement cost.

The benefit is paid in addition to the *home sum insured*.

#### We do not cover

- › any amount under this benefit where you are purchasing an established home elsewhere;
- › any amount under this benefit where you are not repairing or rebuilding *your home*;
- › an amount in excess of any other benefit limit in this *policy*, including any benefit that is based on a percentage of the *home sum insured*. This SumExtra benefit does not have the effect of increasing the *home sum insured* under this *policy*.

## OPTIONAL BENEFITS APPLICABLE TO CONTENTS

### Portable valuables

You can ask us to add either the 'Portable valuables – unspecified items' optional benefit or the 'Portables valuables – specified items' optional benefit, or both, to *your contents policy*. This optional benefit has its own excess shown on *your policy schedule*. The standard excess does not apply.

*Portable valuables* that we agree to insure do not need to be included in *your general contents sum insured*.

### What we cover – Portable valuables

Portable valuables are *contents* that are normally carried with *you* away from the *insured address* such as:

- › jewellery, watches, handbags and wallets;

- › mobile phones, laptops, electronic tablets;
- › personal electronic and electrical items and their accessories;
- › sporting, recreational and leisure goods and equipment, but not whilst they are being used. However, we will cover bicycles (including e-bikes) whilst in use, but not whilst being used for practicing for, or engaging in, racing or pacemaking; and
- › photographic and optical equipment.

In addition to the above, a motorised golf cart with 4 wheels, wheelchair, mobility scooter or similar medical aids designed to assist with physical disabilities are also portable valuables.

### Where we cover – Portable valuables

We cover *portable valuables* anywhere in New Zealand.

## Portable valuables – unspecified items

### We cover

If you have chosen this benefit, we cover *loss or damage to portable valuables – unspecified items* up to the sum insured shown on your policy schedule for *portable valuables – unspecified items* during the *period of insurance* in accordance with 'Where we cover – portable valuables'.

We pay up to **\$1,000** per item, *set or collection* up to the total of the *portable valuables – unspecified items* sum insured shown on your policy schedule.

### We do not cover

*Loss or damage to:*

- › sporting, recreational and leisure goods and equipment whilst in use, but we will cover bicycles (including e-bikes) whilst in use, but not whilst being used for practicing for, or engaging in, racing or pace-making;
- › *portable valuables* that are used for any *business activity*;
- › *tools of trade*;
- › any *contents* on exhibit or up for sale;
- › *contents* being packed, carried or transported from *your* current address to a new address on a permanent basis, although some incidents are covered by the benefit 'Contents in transit';
- › cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps (not in a *set or collection*);
- › *portable valuables* you have insured under 'Portable valuables – specified items'.

## Portable valuables – specified items

### We cover

If *you* have chosen this benefit, we cover *loss or damage* to *portable valuables – specified items* up to the sum insured for each item shown on *your policy schedule* as *portable valuables – specified items* during the *period of insurance* in accordance with 'Where we cover – portable valuables'.

*You* must give *us* the full description and replacement value for each item *you* want *us* to insure. If *you* have this optional benefit, the items covered are those individually listed on *your policy schedule*.

### We do not cover

*Loss or damage* to:

- › sporting, recreational and leisure goods and equipment whilst in use, but we will cover bicycles (including e-bikes) whilst in use, but not whilst being used for practicing for, or engaging in, racing or pace-making;
- › *portable valuables* that are used for any *business activity*;
- › any *contents* on exhibit or up for sale;
- › *contents* being packed, carried or transported from *your* current address to a new address on a permanent basis, although some incidents are covered by the benefit 'Contents in transit'.

## LEGAL LIABILITY

We cover *your* legal liability to pay *damages* or *reparation* for *loss or damage* to someone else's property or for *bodily injury* to other people, which happens:

- › during the *period of insurance* resulting from an *event* in connection with *you* owning or living in *your home* or owning *your contents*; and
- › at the *insured address*, if *you* have *home cover*; or
- › anywhere in New Zealand, if *you* have *contents cover*.

*You* will only have cover under this benefit for *your* liability in connection with *your home* if *your policy schedule* states *you* have *home cover*, and for *your* liability in connection with *your contents* if *your policy schedule* states that *you* have *contents cover*.

The most we will pay for liability for any one *event* is:

- › \$2,000,000 for *loss or damage* to someone else's property; and
- › \$1,000,000 for *bodily injury*.

In addition, where *your* legal liability is to pay *damages* for *loss or damage* to property, 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, or any legal costs incurred by other parties which *you* are liable to pay, in relation to an offence or where *your* legal liability is to pay *reparation*.

## Additional cover for a vacant block of residential land

When we cover *your contents* we will also cover *your* legal liability to pay compensation for *loss or damage* to property resulting from an *event* which happens during the *period of insurance* on a vacant block of land that:

- › *you* own;
- › is zoned for residential housing;
- › is no more than 20 acres; and
- › is where *you* intend to build *your* future home.

We may refuse to pay a claim under this cover if *you* do not take reasonable precautions to keep the land free of obvious hazards for anyone coming onto the land.

We only provide this cover for *events* that happen in the 12 month period from the time *you* became the owner of the land but cover ends immediately if:

- › *you* sell the land;
- › any building or rebuilding work commences at the vacant block of land.

## Additional cover for liability relating to ownership of land following loss or damage to the home

We will continue to cover *your* legal liability to pay compensation for *loss or damage* to property resulting from an *event* which happens at the *insured address* during the *period of insurance*. We will provide this cover for up to 12 months under *your contents cover* when:

- › both *your home* and *contents* are insured with us at the time *your home* is *damaged or destroyed* by an *insured event*; and
- › we pay *you* the full amount of the *home sum insured* and the cover for *your home* ceases.



We may refuse to pay a claim under this cover if *you* do not take reasonable precautions to keep the *insured address* free of obvious hazards for anyone coming onto the *insured address*. This includes, but is not limited to, fencing off or securing *damaged* buildings and fencing any swimming pool.

This cover ends immediately if:

- › any building work commences at the *insured address*; or
- › *you* cease to insure *your contents* under this *policy*; or
- › we cancel this *policy*.

## Legal liability – what we do not cover

We do not cover legal liability directly or indirectly caused by, arising from, in connection with or involving:

### Agreements you enter into

any agreement or contract *you* enter into, but we will cover *your* legal liability:

- › if it would have existed had *you* not entered into the agreement or contract;
- › if *your* liability is:
  - under a tenancy rental agreement; and
  - for damage to *your* landlord's property at the *insured address* caused by:
    - fire which is accidentally caused by *you*; or
    - water leaking from pipes, washing machines, dishwashers or water overflowing from a blocked bath or tub.

### Aircraft

*you* using or owning any aircraft, *drone* or the facilities to land or store aircraft, but we will cover:

- › a remote controlled scale model or toy aircraft (with the exception of *drones*, which are still excluded from liability cover);
- › a kite designed to be held by a person on land or attached to a non-motor powered watercraft (e.g. a surf kite).

### Animals

any animal other than *your* domestic dog or cat.

### Asbestos

exposure to or potential exposure to asbestos in any form.

### Bodily injury

*bodily injury* of:

- › *you*;
- › a child (born or unborn) under 18 years who is *your* child or the child of *your* spouse, de facto or partner;
- › *your* pets;
- › anyone who usually lives at the *insured address*, unless the person is a tenant and not a person under 18 who is *your* child or the child of *your* spouse, de facto or partner.

### Buildings, property or land not at the insured address

*you* owning, occupying or renting any building, property or land not at the *insured address* except for:

- › the *common property* at the *insured address* when *you* insure the *contents* in a *unit* under this *policy*;
- › residential land that is covered under 'Additional cover for a vacant block of residential land'.

### Building, structurally altering or renovating

building work being carried out at the *insured address* where the total cost of building, structurally altering, extending or renovating is more than \$50,000.

### Business Activity

any *business activity*, but we will cover this if it relates to part-time or casual babysitting where *you* do not need to be registered or licensed to do this.

### Caravans and trailers

using or towing a caravan, mobile home or trailer.

### Committee members or officials

*your* actions or duties as a committee member or director of a club or association, as a coach, referee or official at a game or organised sporting activity.

### Contamination

the use, consumption, supply, storage or manufacture of illegal drugs.

### Death or injury

death or injury of:

- › *you*;
- › a child (born or unborn) under **18** years who is *your* child or the child of *your* spouse, de facto or partner;
- › *your* pets;
- › anyone who usually lives at the *insured* address.

### Defamation

defamation.

### Illness or disease

illness, disease or sickness *you* knowingly spread, exposed other people to or failed to take due care to prevent spreading or exposing others to after *you* knew about it.

### Legal actions in other countries

legal actions or legal claims brought against *you*, decided or heard in countries outside New Zealand.

### Motor vehicles or motorcycles

the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it unless at the time of the *event*, it was being used legally and was:

- › a remote controlled motor car;
- › a wheelchair or a mobility scooter designed to accommodate physical disabilities or the elderly;
- › a golf cart or buggy;
- › domestic gardening equipment (e.g. a ride-on mower).

### Property owned by you or property in your physical or legal custody

damage to property which:

- › is owned by *you* or *your family*, or anyone who usually lives with *you* at the *home*;
- › belongs to someone else and is in *your* physical or legal custody or control;

but we will cover *your* legal liability under a tenancy rental agreement when *your contents* in *your* landlord's residential property are insured under *your policy*, for damage caused by:

- › water leaking from pipes, washing machines, dishwashers or water overflowing from blocked baths or tubs;
- › *fire* damage which is accidentally caused by *you* to *your* landlord's property.

### Watercraft

using or owning any watercraft unless it is a sailboard, surfboard, wave board, canoe, kayak, non-motorised surf ski or remote controlled model watercraft.

### Your employees

death or injury of *your* employees or damage to their property while they are working for *you*.

## GENERAL EXCLUSIONS

*You* are not covered under any section of this *policy* for *loss* or *damage*, cost or legal liability directly or indirectly caused by, arising from, in connection with or involving:

### The first 72 hours of your policy - excluded events

*loss* or *damage* to *your home* or *contents* that occurs within 72 hours of *you* taking out this *policy* for the first time, caused by *storm*, flood, landslip, bush fire or volcanic activity.

This exclusion doesn't apply:

- › where this *policy* started immediately following any other *policy* that insured the

*home or contents* against storm, flood, landslip, bush fire or volcanic activity; or

- › where *you* took this *policy* out at the time you first purchased the *home*.

#### **Actions or movements of the sea**

any rises in the level of the ocean or sea, sea waves, high tides or king tides, any other actions or movements of the sea. Actions or movements of the sea do not include tsunami or *storm surge*.

#### **Animals**

- › any animal owned by *you* or that *you* are responsible for other than *your* legal liability for *your* domestic dog or cat that is covered under 'Legal liability' cover;
- › any animal allowed onto the *insured address* by *you* or anyone living at the *insured address*;
- › insects, vermin or rodents, but *we* will cover damage they cause if it is covered under the following:
  - 'Insured event fire';
  - 'Insured event escape of liquid';
- › any animal pecking, biting, clawing, scratching, tearing or chewing *your home or contents*, or damage caused by their urine or excrement, but *we* will cover damage caused by an animal (except insects, vermin or rodents) which becomes accidentally trapped inside *your home* and which does not belong to *you* or anyone living at the *insured address*.

#### **Biological, chemical, other pollutant or contaminant**

- › any actual or threatened biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; or
- › any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; or
- › any action taken by a public authority to prevent, limit or remedy the actual

or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

But *we* will cover:

- › *fire* damage that is covered by 'Insured event fire';
- › *your* legal liability under 'Legal liability' cover, to the extent *your* legal liability arises from *your* use of pesticides or herbicides at the *insured address*;
- › the cost to remove asbestos or its derivatives from the *insured address* during repairs or rebuilding if *we* have accepted a claim for *loss or damage* to *your home or contents*;
- › damage to the extent it is covered under additional cover 'Damage from physical injury or incident'.

#### **Breaking the law**

- › *you*, or someone with *your* knowledge or permission, committing or trying to commit an unlawful or criminal offence;
- › *your* manufacture, possession, supply or consumption of any illegal substances or illegal drugs;
- › *you* not obeying any government or local authority statute, bylaw or regulation, including those relating to:
  - installing smoke alarms;
  - pool fencing;
  - failing to install a balcony railing or balustrade when required;
  - dangerous goods and liquids;
  - firearms;
  - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

### Building extensions, structural alterations or structural renovations

building extensions, structural alterations or structural renovations to *your home*, including the removal of external walls, roof materials, external cladding, windows or doors. We also do not cover:

- › damage caused by cracking, collapse, subsidence or damage to *your home* and *contents* caused fully or partially by the building work;
- › damage caused by *storm, flood* or water entering *your home* through openings in the walls or roof or other unfinished parts of *your home* whether or not they are temporarily covered at the time of the damage;
- › damage caused by *storm* or *flood* to any part that is not fully built;
- › theft or damage by someone who enters or leaves through an unlockable part of *your home*;
- › malicious damage or vandalism to unfinished parts of *your home*.

### Business activities

*business activities* that you carry out at the *home*, except where we have agreed to cover them.

### Chemical damage when cleaning

chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

### Computer virus or computer hacking

a computer virus, hacking, data destruction, denial of service or any other unauthorised access to computers, networks or other data storage devices.

### Confiscation or damage by a legal authority

confiscation, nationalisation, requisition, acquisition, designation, decision, destruction or damage caused by the police, a government authority or someone with the legal authority to do this.

### Consequential losses or extra costs following an event covered by your policy

consequential loss (financial and non-financial loss) or extra costs following an *event* covered by *your policy*, such as, but not limited to, the following:

- › loss of income or wages;
- › loss of value;
- › medical expenses;
- › loss or costs, including the cost of *your* time (e.g. inconvenience), to prove *your* loss or to help us with *your* claim (e.g. telephone calls, postage);
- › cost of hiring appliances after *your* appliances are *lost* or *damaged*;
- › professional, expert, legal, consulting or valuation costs unless you obtained our prior written approval to incur these costs;
- › cost of replacing or reapplying pest control chemicals and baits in or around the *insured address*;
- › cleaning costs;
- › any costs related to stress or anxiety;
- › loss of use or loss of enjoyment;
- › any other intangible loss;
- › any costs not specifically covered by *your policy*.

But we will cover those items specifically listed under the benefit 'Identity theft cover'.

### Contaminated land

contamination of land from any cause, or any requirement to test land for contamination.

### Defect, structural fault, design fault or inherent fault

- › a defect, structural fault, design fault or inherent fault;
- › 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.

### Deliberate actions by you

an act or omission by you, your family, anyone living at the *insured address* or any owner or part owner of *your home* or *contents*, or anyone acting with your consent which:

- › is deliberate;
- › is a deliberate lack of action;
- › demonstrates a reckless disregard for the consequences of that action or omission.

### Failing to take care of your home or contents

your failure to:

- › take reasonable care of *your home* and *contents*;
- › keep *your home* and *contents* well maintained and in good condition;
- › fix faults and defects as soon as you become aware of them;
- › take reasonable steps to limit or minimise any *loss or damage* once it has started to occur.

### Fences in a state of disrepair

gates, fences or outdoor wall fences that were in a state of disrepair which would have been obvious to a reasonable person before the damage occurred.

### Food spoilage

spoilage of food and medicines other than the cover provided under the benefit 'Food and medication spoilage'.

### Ground movement

erosion, vibration, weakening or removal of support, subsidence, landslip, shrinkage, expansion, settling, ground heave or any other earth movement, but we will cover landslip, landslide or subsidence that is proved to have occurred within 72 hours of, and directly because of the following *insured events*:

- › 'Insured event storm';
- › 'Insured event flood';
- › 'Insured event explosion';

and not because of erosion over time, structural fault or design fault.

This exclusion does not limit anything that would be covered under 'Insured event natural disaster'.

### Hazardous materials

any hazardous materials if not stored or used in accordance with the relevant law, controls and manufacturer's instructions.

### Historic homes

compliance with any heritage order or covenant that applies to the *home* where the *home* is registered with the Heritage New Zealand Pouhere Taonga.

### Land damage

- › *loss or damage* to land;
- › costs associated with stabilising land in order to facilitate the repair or rebuild of the *home*;
- › treatment of the land required to make it suitable for repair or rebuilding of the *home*;
- › erecting or upgrading improvements to land, which are required to avert or mitigate *loss or damage* to the *home*, even if such *loss or damage* or costs are covered by the Earthquake Commission;

but we will cover 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 *damaged* portion of *your home* following *loss or damage* covered by this *policy*.

### **Mechanical or electrical breakdown**

mechanical or electrical failure or breakdown or anything that fails to operate properly, but we will cover damage caused by:

- › *fire* spreading from an electrical fault to other parts of *your home* and *contents* to the extent it is covered under 'Insured event fire';
- › lightning to the extent it is covered under 'Insured event lightning';
- › motor burnout to the extent it is covered under 'Motor burnout' optional benefit.

### **Medical equipment and aids**

any medical equipment, item or aid which is designed to be either wholly or partially within the body, either permanently or temporarily. By 'within the body' we mean medical equipment, items or aids which require a specific incision to be made in the body to enable them to be implanted.

### **Methamphetamine**

the manufacture, supply, storage, possession or use of methamphetamine or any pre-cursor chemicals or materials used in any of these activities in or near *your home* or *contents*.

### **Moving the home**

lifting or moving the *home*, or removal of structural support.

### **Not complying with building regulations**

*your home* not complying with building laws or regulations, except those laws or regulations introduced after *your home* was originally built or altered which *your home* was not required to comply with.

### **Photographs, electronic data and images**

repairing, replacing or fixing:

- › electronic data or files that are corrupted, *damaged* or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, unless:
  - the device that they are stored in was *lost or damaged* by an *insured event*; and
  - the electronic data or files were legally purchased and *you* cannot restore them free of charge.
- › hard copies of photographs, films or other visual images that are *lost or damaged*, but we will cover the cost of reproducing hard copy photographs *you* have purchased from, or had produced by, a professional photographic business or retail outlet.

### **Power surge**

power surge, unless the surge or the *loss or damage* caused by the surge is covered under:

- › 'Insured event fire';
- › 'Insured event lightning';
- › 'Insured event storm';
- › 'Insured event flood';
- › 'Motor burnout' optional benefit.

### **Radioactivity**

radioactivity, and contamination from radioactivity, or the use, existence or escape of:

- › nuclear fuel;
- › nuclear material or waste;
- › action of nuclear fission including detonation of any nuclear device;
- › nuclear weapon;
- › ionising radiations; or
- › any looting or rioting following such an *event*.

## Replacement of water

the loss, storage and replacement of water in any tank, container, pool, spa and any other water storage vessel.

## Revolution, war

- › revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), invasion, military coup, civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, insurrection, military or usurped power; or
- › any looting or rioting following these incidents.

## Roots of trees, shrubs and plants

the roots of trees, shrubs or plants, but we will cover damage to *your home* and *contents* caused by:

- › liquid leaking or overflowing from pipes or drains that are blocked or *damaged* by these roots to the extent it is covered under 'Insured event escape of liquid';
- › roots from a fallen tree to the extent it is covered under 'Insured event impact'.

## Scorching

scorching or burning by cigars, cigarettes or pipes.

## Seepage of water

water seeping or running:

- › through the earth (hydrostatic water seepage);
- › down the sides of earth or earth fill that is up against *your home*;
- › down the sides or underneath swimming pools or spas causing them to move, change shape, lift or leak through their hydrostatic valves;
- › against or through retaining walls and forcing them to move or crack;
- › from agricultural pipes.

## Storm surge

*storm surge*, except to the extent *loss or damage* is covered under the 'Insured event storm'.

## Structural improvements at units

- › structural improvements owned by *your* body corporate or equivalent body;
- › structural improvements located on *common property*, but we will cover fixtures owned by *you* as a tenant which will be removed by *you* when vacating a *unit*

## Tenants, paying guest or boarders

tenants, paying guests, boarders, visitors who are in *your home* as part of an accommodation swap arrangement, or someone who lives or stays in *your home* with them or a person who entered the *home* with their consent, but we will cover *loss or damage* to *your home* or *contents* to the extent it would be covered by:

- › 'Insured event fire';
- › 'Insured event explosion';
- › 'Insured event impact';
- › 'Insured event accidental breakage of glass';
- › 'Insured event escape of liquid'.

## Terrorism

any act of terrorism, including but not limited to the use of force or violence, or the threat of force or violence which from its nature and context is done 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.

## Theft or malicious damage

theft or malicious damage:

- › by *you* or someone who lives in the home; or
- › by someone who entered the home with:
  - *your* consent; or
  - the consent of someone with *your* authority to access *your* home.

- › caused by thieves or burglars entering the *insured address* (but not an *open air area*) from *common property* without signs of forced entry.

#### **Tree lopping**

trees being lopped, felled or transplanted by *you* or someone authorised by *you*.

#### **Unrepaired land**

land where:

- › *you* are aware that the land requires repair or poses a threat to the *home*; or
- › *you* or a previous owner of the *home* has received payment from the Earthquake Commission to effect repairs to land, and those repairs have not been undertaken.

#### **Wear, tear and gradual deterioration**

wear, tear, rust, fading, rising damp, mould, mildew, corrosion, rot, fungi, action of light, atmospheric or climatic conditions or gradual deterioration.

#### **When security or alarms are not working**

*loss or damage* if the door locks, window locks or alarms *you* told *us* were installed, were in fact not installed, not in working condition, disconnected, or not used as intended and we relied on them being there as a reason for accepting and continuing *your policy* (however, forgetting to turn on *your alarm* or to lock a door will not in itself affect theft cover under *your policy*, unless *you* have failed to take reasonable care).



# 3. CLAIMS

## MAKING A CLAIM

Contact *us* as soon as possible if *you* suffer *loss or damage*, or if there is an *event* that could result in a claim under this *policy*.

### What you must do

**Step 1 Make sure everyone is safe. For emergencies, please call 111.**

**Step 2 Try to prevent further loss or damage.**

If possible take reasonable steps to prevent further *loss or damage* or liability.

**Step 3 Immediately report any theft and malicious damage to the police.**

Give them a list of all stolen or *damaged* items. Keep details of the date reported, name of the police officer, police station reported to and the report number.

**Step 4 Contact us as soon as possible.**

*You* can call *us* 24 hours a day. If *you* delay reporting *your* claim, *we* may refuse to pay *your* claim or may not pay for any additional *loss or damage* caused by *your* delay. *You* must provide details of what has been affected by the *event*.

If the damage to *your home or contents* was caused by another person, please provide *us* their name and address.

### Legal liability claims

*You* must tell *us* about any *event* that has caused damage to property, or which may give rise to a claim.

*You* must also immediately tell *us* about any written or verbal communications that *you* receive about any possible claim or any demands made on *you* to pay loss, cost, expense or compensation to others and any court actions or offers of settlement and send these to *us*. *You* must not incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim without *our* written consent.

If *you* make a legal liability claim that is covered under this *policy* *we* can decide to defend *you*, settle any claim against *you* or represent *you* at an inquest, official inquiry or court proceedings, but *we* are not obliged to do so.

If *we* decide to defend *you*, settle any claim against *you* or represent *you*, then *you* must give *us* all the help *we* need, including help after *your* claim is settled.

You must tell us immediately if you or any other person entitled to cover under the policy is charged with any offence which resulted in *bodily injury* to another person or *loss or damage* to someone else's property.

You must obtain our written approval before any offer of *reparation* is made.

#### **For us to process your claim for loss or damage to your home or contents you must**

- › allow us to inspect *your damaged home and/or contents*;
- › allow us to arrange for experts to assess *your damaged home and/or contents* and to quote on repair or replacement;
- › provide us with a quote for repair or replacement if we ask for this. If you choose to use our recommended repairers (when available), there is no need to obtain your own quotes;
- › when requested, and at your expense, provide us with all proofs of ownership and value, information, co-operation and assistance in relation to a claim as we may reasonably require, including attending meetings and giving evidence in a court or tribunal;
- › when requested, and at your expense, cooperate with our assessors, investigators, lawyers and anyone else we may appoint to help us;
- › allow us, or a person nominated by us, to recover, salvage or take possession of *your home and/or contents*. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items;
- › consult an expert if we ask for this.

#### **What you must not do**

- › do not dispose of any *damaged* parts or items of *your home or contents* without our consent;
- › do not carry out or authorise repairs without

our consent unless you cannot contact us and need to make emergency repairs to protect *your home or contents*;

- › do not wash or clean or remove debris from any area *damaged by fire* without our consent unless you need to do this to prevent further *loss or damage*;
- › do not admit liability or responsibility to anyone else unless we agree;
- › do not negotiate, pay, make any agreement or settle a claim with anyone else unless we agree;
- › do not accept payment from someone who admits fault for *loss or damage to your home or contents*. Refer them to us instead.

#### **If you do not comply**

If you do not comply with our requirements when making a claim we can reduce or refuse your claim and/or recover from you any costs and/or any money we have paid and/or cancel your policy.

### **YOUR EXCESS**

#### **What is an excess?**

An excess is the amount you have to pay for each event when you make a claim. Sometimes you might have to pay more than one type of excess. The amount and types of excess are shown on your *policy schedule* and/or in this policy document. Your excess or excesses are payable irrespective of the sum insured or policy limit applicable to your claim. Where you sustain *loss or damage* from more than one event, the excess (or each applicable excess) will be payable for each separate event.

The types of excess are:

### **Standard excess**

A standard excess applies to all claims unless stated otherwise in this policy document. *You* can choose a higher standard excess to reduce *your* premium.

The amount of the standard excess applied to the *home* can be different to the standard excess applied to the *contents*.

### **Additional excess**

In some circumstances, an additional excess may apply based on *our* assessment of the risk. This excess is payable in addition to any other excess unless stated otherwise in this policy document or *your policy schedule*.

### **Natural disaster excess**

This excess applies in addition to any other excess if *you* make a claim as a result of *natural disaster* for *loss or damage* to items of *your* home that are not insured under the EQC Act.

### **Unoccupied excess**

This excess applies in addition to any other excess, unless stated otherwise in the policy document, if, at the time of the *loss or damage* covered by *your policy*, the *home* has been *unoccupied* for more than **60** continuous days.

## When you claim for both home and contents

When both *your home* and *contents* at the one *insured address* are insured with *us* under this *policy* and *your* claim is for *loss or damage* to both arising from the one *event*, *you* must pay whichever is the higher of *your* standard excesses under either *your home* or *your contents policy*. *You* must also pay any of the other excesses which apply to *your* claim.

## How to pay your excess

When *you* make a claim *we* will choose whether to deduct the applicable excesses from the amount *we* pay *you* or direct *you*

to pay the excesses to *us* or to the appointed repairer or supplier. *We* may require *you* to pay the excess in full before *we* pay *your* claim or provide any benefits under *your policy*. The fact *we* have asked for payment of *your* excess does not of itself mean that *your* claim has or will be accepted by *us* either in whole or in part.

## HOW WE SETTLE YOUR CLAIM

### We choose how we settle home claims

If *we* agree to pay a claim for *loss or damage* to *your home*, *we* will decide if *we* will:

- › repair damage to *your home* to *our* option of the 'new for old' condition or to a similar condition to what *your home* was in before the *loss or damage* occurred;
- › rebuild *your home* to the 'new for old' condition;
- › allow *you* to repair or rebuild *your home* and pay *you* up to the *replacement cost* after *you* have incurred it. If *we* choose this option, *we* will have the right to inspect the building works at any time, to be fully informed about the works, and to inspect any relevant documentation;
- › pay *you* up to the *replacement cost* to repair or rebuild *your home* if *we* are satisfied that *you* will incur that cost within **12** months. If *we* choose this option *we* will agree with *you* the terms on which *you* will provide *us* with security for *our* payment to *you* until the cost is incurred;
- › allow *you* to build a home at a different location and pay *you* up to the *replacement cost* after *you* have incurred it, but *we* will not pay for any additional costs associated with building at that location, or for the cost of land. If *we* choose this option, building must be completed within **12** months (unless *we* agree in writing to extend the time period) and *we* will have the right to inspect the building works at any time, to be fully

informed about the works, and to inspect any relevant document;

- › pay up to the *replacement cost* to assist you in purchasing an established home elsewhere within 12 months provided we can agree with you the terms on which you will provide us with security for our payment to you until the purchase is completed;
- › pay you the *home sum insured* for your home;
- › pay you the *indemnity value* where you do not intend to repair or rebuild your home within 12 months, unless we agree in writing to extend that time;
- › pay any part of the *replacement cost* or *indemnity value* to any mortgagee or other party with a secured financial interest in the home, and settle your claim by choosing one of the other settlement options in this section;
- › give you a voucher, store credit or stored value card for the amount it would cost us to repair or rebuild an item.

We may deduct any amounts you owe us from any amount we owe you. Regardless of which of the above settlement options we choose, we will never pay more than the *home sum insured*, plus any additional benefit limits which are specified in this *policy* to be paid in addition to the *home sum insured*.

## We choose how we settle contents claims

If we agree to pay a claim for *loss or damage* to your contents, we will decide if we will:

- › repair damage to your contents;
- › replace your contents to the 'new for old' condition;
- › pay you what it would cost us to repair or replace your contents or any lower limit that applies;
- › pay you the *general contents sum insured* or any lower limit that applies;

- › give you a voucher, store credit or stored value card for the amount it would cost us to repair or replace your contents.

If we replace (or pay you what it would cost us to replace), we will do so to the 'new for old' condition.

If we repair (or pay you what it would cost us to repair), this will at our option be to the 'new for old' condition or repair to a similar condition to what your contents were in before the *loss or damage* occurred.

We may deduct any amounts you owe us from any amount we owe you.

## We will not:

- › pay more than the relevant sum insured or policy limit;
- › pay extra to repair or replace your home or contents to a better standard, specification or quality than it was before the *loss or damage* occurred except as stated in the meaning of 'new for old' condition;
- › pay for any additional costs or fees required for your home to comply with any heritage covenants that apply to your home or costs associated with your home being considered or declared an archaeological site;
- › fix a fault that existed before the *loss or damage* occurred;
- › pay any decrease in the value of a pair, set or collection when the *lost or damaged* item forms part of a pair, set or collection. We pay only for the repair or replacement of the item which was *lost or damaged*.

## 'New for old' condition means:

We rebuild, replace or repair

- › with new items or new materials that are readily available at the time of replacement or repair from New Zealand suppliers;
- › in the case of your home, the materials and techniques used are the current equivalents to those used when your home was new or

last enhanced; and

- › to the condition that is not better or more extensive than the condition the *home* or the item was in when it was new or last enhanced, with no allowance for depreciation.

### ‘New for old’ condition does not mean:

- › paying the extra cost of replacing or purchasing an extended warranty on any item;
- › of a better standard, specification or quality than the *home* or the item was when it was new or last enhanced; or
- › that heritage features in *your home* will be replicated if it is not possible to do this easily using equivalent techniques and/or building materials that are readily available in New Zealand.

### ‘New for old’ condition for certain items

#### Obsolete electrical appliances

For obsolete electrical appliances such as outdated computers or TVs, ‘*new for old*’ condition means replacing or repairing to an equal specification (but not brand). If this is not available, it means to the nearest better specification available. It can be a different brand. We do not insure electrical or electronic items that are no longer able to be used for the purpose they were intended.

#### Paintings, pictures, works of art, sculptures, ornaments, art objects, collections, sets and memorabilia and antiques (not jewellery)

For these items, ‘*new for old*’ condition means that if the item cannot be replaced with a new item or repaired, we will pay you what it would have cost to buy the item immediately before the *loss or damage* occurred.

## HOME CLAIMS

This section relates specifically to a claim made on *your home policy* and is in addition to the information in ‘How we settle your claim’.

If we choose to settle *your* claim by paying you the cost of repairing or rebuilding *your home*, the amount we pay will be calculated on the basis of the costs we would have met if we were repairing or rebuilding *your home*, as set out in this section.

### When we authorise repairs or rebuilding of your home

If we need to source material in order to repair or rebuild *your home*, we will do *our* best to obtain new materials that are the same type, standard and specification as those that have been *lost or damaged*. If the same materials are not available, we will use materials of a similar type, standard and specification that are readily commercially available and compliant with current building regulations. If the exact materials used in *your home* are no longer used in building modern homes and there is a current equivalent material which serves the same function and provides no obvious difference in appearance, we will use the current equivalent material.

We may enter into any building contract with the selected repairer and/or supplier on *your* behalf. If we do this, we will oversee the repairs and keep *you* informed of their progress.

### When we cannot match materials

If we cannot find materials to match undamaged parts, we will use the closest match available to us.

If *you* are not satisfied with the materials we find as the closest match before we repair *your home*:

- › if we agree, *you* can pay the extra cost of replacing undamaged parts of *your home* to achieve a uniform appearance; or

- › we will pay *you* what it would have cost *us* to repair or rebuild the *damaged* part.

## Repairing or rebuilding damaged parts

We will only repair or rebuild (or pay to repair or rebuild) the parts that are *damaged* in the *event* covered by *your policy*. You cannot claim to replace undamaged parts of *your home* to create a uniform appearance. Examples of when we will not replace undamaged parts are when:

- › **one garage door is damaged**  
We will only replace or repair the *damaged* one, not other doors.
- › **roof tiles are damaged**  
We will only replace the *damaged* ones, not the undamaged tiles, even if the undamaged tiles are faded and do not match the new ones used for repairs.
- › **roof sheeting is damaged**  
We will only replace the *damaged* roof sheeting, not the undamaged roof sheeting, even if the closest match available to *us* is a different shade or colour to the undamaged roof sheeting.
- › **an external wall is damaged**  
We will replace the *damaged* parts of the wall, not undamaged areas of the wall or other sides of *your home*.

These examples are not an exhaustive list of the times when we will not replace undamaged parts. For the limited circumstances when we will replace undamaged parts, see the next section.

## When we will repair or rebuild undamaged parts

If we cannot match the new materials with the undamaged parts, we will only pay extra to create a uniform appearance when:

- › **internal wall tiles are damaged**  
We will replace undamaged wall tiles in the same room, stairs, hallway or passageway\* so they match or complement new tiles used for repairs.
- › **other internal wall coverings are damaged** (e.g. paint, wallpaper, wood panels, but not tiles)  
We will pay extra to paint, wallpaper or replace undamaged wall coverings in the same room, stairs, hallway or passageway\* where the damage occurred.
- › **internal floor coverings are damaged (including tiles)**  
We will pay extra to replace continuously joined undamaged floor coverings of the same material in the same room, stairs, hallway or passageway\* where the damage occurred.
- › **kitchen cabinets, cupboards or benchtops are damaged**  
see 'Repairing or replacing kitchen cabinets, cupboards or benchtops'.

\*See 'What we mean by same room, stairs, hallway or passageway'.

## Repairing or replacing kitchen cabinets, cupboards or benchtops

### We will repair damaged parts of your kitchen

We will pay to repair the *damaged* parts of *your* kitchen cabinets, cupboards or benchtops.

### When we will replace undamaged parts of the kitchen

To create a uniform appearance, we will pay extra to replace undamaged parts of the same cabinet, cupboard or benchtop so that they match the repaired parts.

### Same cabinet, cupboard or benchtop means:

- › those parts continuously joined to the *damaged* parts (this is one 'section');
- › made out of the same materials; and
- › on the same level.

Sometimes replacing the benchtop, door fronts or drawers in the undamaged area is all that is necessary to create a uniform appearance. We will decide what is necessary depending on the circumstances.

## What we mean by same room, stairs, hallway or passageway

### Same room

A room is an area starting and finishing at:

- › its nearest walls;
- › nearest doorway, archway or similar opening of any width;
- › a change in the floor or wall covering.

A hallway next to a room is not the same room, even if it has the same floor or wall covering as the room.

Any archway or similar opening separates a room unless it is a combined lounge-dining room.

### Combined lounge-dining room

We will only combine rooms with a shared doorway, archway or similar opening when:

- › they are lounge and dining rooms; and
- › the shared doorway, archway or similar opening is wider than 82cm; and
- › the floor or wall covering is the same in both rooms.

### Open plan areas

When there is no wall, archway, doorway or similar opening, the room continues until:

- › a change in the floor or wall covering;
- › the nearest wall, doorway, archway or similar opening.

### Same passageway or hallway

A passageway or hallway has the same meaning as a room. We will not combine a hallway and a room.

## Changes to your home

### If you want to change the design of your home

When repairing or rebuilding *your home*, if we agree, *you* can choose to change the design of *your home* or upgrade parts of it, providing *you* pay the extra costs of doing this. If *you* want to downsize *your home* for less cost than *you* are entitled to claim, we will not pay more than it costs *us* to rebuild the downsized home.

### Choosing to rebuild on another site

If *your home* is to be rebuilt following an *event* covered by *your policy* *you* can choose to have *your home* rebuilt on another site providing *you* pay any extra costs involved. We do not pay the costs of purchasing the land at the other site.

## Lifetime guarantee on home repairs

When we repair or rebuild *your home*, we guarantee the quality of materials and workmanship of that work for the lifetime of *your home* while *you* own it if we:

- › authorise;
- › arrange; and
- › pay the builder or repairer directly for this work.

### What we guarantee

We guarantee that the material used and standard of the workmanship at the time of repairs or rebuilding will be free of defects. If a defect arises in the lifetime of *your home* and while *you* are the owner of *your home* as a result of poor quality workmanship or use of incorrect materials, taking into account the relevant building standards and materials used at the time of repair or rebuilding, then we will rectify the problem. This guarantee cannot be assigned to any other person or entity.

### This guarantee does not apply:

- › to repairs *you* authorise or make yourself;
- › to *loss or damage* to or failure of any electrical or mechanical appliances or machines;
- › to wear and tear consistent with normal gradual deterioration of *your home* (e.g. paint peeling off after its expected life cycle, wood rotting from moisture in the air or ground, roofs weathering or a hot water tank leaking after its guaranteed life);
- › where we agree with a repair quote and we give *you*, or the builder or repairer, payment for the cost of the repairs and *you* arrange the repairs.

## CONTENTS CLAIMS

This section relates specifically to a claim made on *your contents policy* and is in addition to the information in 'How we settle your claim'.

### When we repair or replace your contents

If we choose to repair damage to *your contents* or replace *your contents*, we will repair or replace with items or materials that are reasonably available at the time of repair or replacement from New Zealand suppliers.

We will do *our* best to replace to the same type, standard and specification (but not brand) as when the *contents* were new or last enhanced. If the same is not available, we will replace with items or materials of a similar type, standard and specification when new.

### When we cannot match contents items

If we cannot find a *contents* item match we will use the closest match reasonably available to *us*.

If *you* are not satisfied with what we choose before we repair the *contents*:

- › if we agree, *you* can pay the extra cost of replacing other parts of *your contents* to achieve a uniform appearance; or
- › we will pay *you* what it would have cost *us* to repair, but only if we agree to this.



## Items that form part of a set or collection

We will only repair or replace *contents* that are *lost or damaged* by an event covered by *your policy*. You cannot claim to replace undamaged parts of the *contents* (e.g. when a lounge chair which is part of a suite is *damaged* beyond repair, we will pay to replace that chair, not the whole lounge suite).

## When we will repair or replace undamaged contents

We will only repair or replace *contents* that are *lost or damaged* by an *insured event*. You cannot claim to replace undamaged *contents* or undamaged parts of *contents*.

But there are limited circumstances where we will repair undamaged parts of *contents* to create a uniform appearance. These are:

### › internal blinds and curtains

If we can't match the new material or parts with the undamaged ones, if necessary, we will pay extra to replace undamaged blinds and curtains in the same room, stairs, hallway or passageway\* where the damage occurred.

### › loosely laid carpets or other floor coverings

If we can't match the new material or parts with the undamaged ones, if necessary, we will pay extra to replace undamaged loosely laid carpets and other *contents* floor coverings in the same room, stairs, hallway or passageway\* where the damage occurred.

\*See the explanation earlier in this *policy* for 'What we mean by same room, stairs, hallway or passageway'.

## If you want to change the contents

When repairing or replacing the *contents*, if we agree, *you* can choose to change the make and model of the *contents* item or upgrade to a different make and model of it, providing *you* pay the extra costs of doing this. If *you* want to downsize the *contents* item for less cost than *you* are entitled to claim, we will not pay more than it costs *us* to repair or replace the downsized *contents* item.

## OTHER CLAIMS INFORMATION

### Potential impact on cover and premiums

#### After a home claim

If we only pay part of the *home sum insured* to *you*, *your home policy* continues for the *period of insurance*. The amount of cover available for future claims will be reduced from the *home sum insured* stated on *your policy schedule* by the amount of the *loss or damage* to *your home*. The amount of cover shall be restored as and to the extent that the *loss or damage* to *your home* is repaired or rebuilt. This includes where *your policy* has been renewed before *you* have repaired or rebuilt the *loss or damage*. Before the amount of cover is restored, *you* must pay any additional premium we may charge. The amount of cover will be increased back to the amount stated on the *policy schedule* only once during the *period of insurance*, unless we confirm in writing that we will increase it more than once.

If we pay the full *home sum insured* to *you*, all cover under *your home policy* ceases. There is no refund of premium. If *you* have been paying premiums by instalments, *you* must pay the rest of the remaining unpaid instalments for the *period of insurance*.

### **After a general contents claim**

If we pay part of, or the full *general contents sum insured*, the amount of cover available for future claims will be reduced from the *general contents sum insured* stated on *your policy schedule* by the amount of the *loss or damage to your contents*. The amount of cover shall be restored as and to the extent that the *loss or damage to your contents* is repaired or the item replaced. This includes where *your policy* has been renewed before *you* have repaired or replaced *your contents*. The cover for *your contents* continues for the *period of insurance* at no extra cost. *You* should reassess *your general contents sum insured* after a general contents claim. There is no refund of premium if *your general contents sum insured* is reduced by the amount of *your claim*.

### **After claiming for specified items or portable valuables – specified items**

If we pay *you* the sum insured for a *specified item of your contents* or a *portable valuable – specified item*, or pay to replace it, cover for that item ceases and there is no refund of unused premium. If *you* want to cover any new replacement item as a *specified item or portable valuable – specified item*, *you* will need to contact *us* and apply for cover for the new item. *We* may charge *you* additional premium to cover the new replacement item.

### **After claiming for portable valuables – unspecified items**

If we pay part of, or the full *portable valuables – unspecified items sum insured*, the *portable valuables – unspecified items sum insured* is decreased by the amount of *loss or damage* caused by the *insured event*. The *portable valuables – unspecified items sum insured* is increased as and to the extent that the *loss or damage to your portable valuables – unspecified items* is repaired or the item replaced, and the cover continues for the *period of insurance* at no extra cost.

## Salvaged home and contents items

If we replace or compensate *you* for an item of *contents* or part of *your home*, we then own the *damaged* or recovered item or part. If we agree *you* can keep an item or part we will determine the salvage value and we can deduct this amount from any payment we make to *you*.

## Our right to recover claims we pay from those responsible

After we pay a claim under this *policy*, we can decide to take legal action in *your* name to recover money from the person or entity which caused the *loss or damage* or liability. *You* must give *us* all the help we need to do this. If we recover money which exceeds the amount we have paid *you* or was not part of the claim we paid, we will give this to *you*. However, where *you* receive a payment, we may ask *you* to contribute on a pro-rata basis to the costs that we have incurred in recovering the money.

# 4. OTHER IMPORTANT INFORMATION

## WHAT HAPPENS WITH CANCELLATIONS?

### Cancellation by you

*You may cancel this policy at any time. If you cancel this policy, you will be refunded the unexpired portion of the premium, if the refund is more than \$10. The cancellation will take effect from the time that we receive your request to cancel.*

### Cancellation by us

*We can cancel your cover by giving you notice of cancellation. This cancellation will take effect 7 days after we advise you of the cancellation. Where we cancel with notice, you will receive a refund of the unexpired portion of the premium if the refund is more than \$10.*

Where:

- › *you do not provide honest, accurate or complete information in relation to a claim, including in a statement given to our agents, in a claim form or another document, or where you omit to tell us something; or*

- › *you are fraudulent in making your claim, or you exaggerate your loss or damage;*

*we can cancel your policy back to the time that you gave the fraudulent, inaccurate, incomplete or exaggerated information, refuse to pay any claim and recover any money paid since that time.*

*If you breach your duty of disclosure by failing to give honest, accurate or complete answers to our questions or by failing to provide information that is relevant or material to our decision to enter into this policy with you, we can avoid this policy from the start date and your policy will be treated as if it had never existed. This may mean that you have to refund to us any claims that we have already paid you.*

*For more information about cancellation see 'Paying your premium'.*

## WORDS WITH SPECIAL MEANINGS

### 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.

### bodily injury

means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person not intended or expected by *you*.

### business activity

means any activity specifically undertaken for the purposes of earning an income, whether or not *you*:

- ▶ are a sole trader, a trust, or an incorporated business;
- ▶ are registered with Inland Revenue or with the Companies Office;
- ▶ pay tax to Inland Revenue on the income derived from such activity.

### collection

means a set of objects, specimens, writings, and the like, gathered together and which collectively have a special value above that of the items individually if separated.

### common property

means land or areas at the *insured address* that both *you* and other people are entitled to use at a *unit* or strata title development.

### contents including general contents

has the meaning given under 'What we cover as your contents' on page 10.

### damaged

means sudden physical damage from an *event*.

### damages

means amounts payable in accordance with

judgment against *you* and/or settlements negotiated by *us*, including the other party's costs and interest on any judgment 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.

### destroyed

means that the *home* is so *damaged* that it would not be reasonably practicable to repair the *home*.

### 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.

### event

means a single incidence, accident or occurrence which *you* did not intend or expect to happen.

### family

has the meaning given under 'Who we cover – you/your' on page 7.

### fire

means burning with flames.

### fixtures and fittings

means items used for domestic and residential purposes and which are permanently attached to *your home*.

### 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.

**general contents sum insured**

means the amount stated on *your* latest *policy schedule* for general contents.

**home**

has the meaning given under ‘What we cover as your home’ on page 7.

**home office equipment**

means any office equipment kept at *your home* for personal or business use and which is of a clerical nature only.

**home sum insured**

means the amount stated on *your* latest *policy schedule* for home sum insured.

**indemnity value**

means *our* option of:

- › the *market value*;
- › the depreciated *replacement cost* as assessed by an independent registered valuer; or
- › the cost of repairs, less wear and tear and depreciation, but including the cost of complying with government or local authority by-laws or regulations to the extent this cost would be covered by this *policy* if the *home* had been repaired.

**insured address**

has the meaning given under ‘Where we cover – the insured address’ on page 7.

**insured event**

means:

- › the insured events listed under the heading ‘What you are covered for – insured events’; and
- › if *you* have the benefit ‘Accidental damage at the home’, it also means accidental *loss or damage to your home or contents* that is not excluded by *your policy*.

In addition, an *insured event* is always a single *event*, accident or occurrence which *you* did not intend or expect to happen.

**loss or damage (including lost or damaged)**

means sudden physical loss or sudden physical damage from an *event*.

**market value**

means the market value of *your home* excluding land, immediately prior to the *loss or damage*, as determined by an independent registered valuer.

**memorabilia**

means things saved or collected as souvenirs and/or for their historical interest.

**natural disaster**

means earthquake, *natural landslip*, volcanic eruption or activity, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slow movement of land.

**natural landslip**

means the sudden movement (whether by way of falling, sliding, or flowing, or by a combination of these) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground, but does not include any gradual or slow movement of these materials.

**‘new for old’ condition**

has the meaning given under ‘‘New for old’ condition means’ and ‘‘New for old’ condition does not mean’ on page 58.

**open air**

means any *area* at the *insured address* not able to be enclosed on all sides and secured in such a way as to prevent access except by violent force.

### period of insurance

means when *your policy* starts to when it ends. It is shown on *your policy schedule*.

### policy

means *your* insurance contract.

### policy schedule

means the policy schedule *we* have given *you*. It is an important document as it shows the covers *you* have chosen and other *policy* details.

### portable valuables

has the meaning given in 'What we cover – Portable valuables' on page 43. It can include portable valuables – unspecified items and portable valuables – specified items.

### portable valuables – specified items

means those *portable valuables* that are listed on *your policy schedule*.

### portable valuables – unspecified items

means those of *your portable valuables* not listed as portable valuables – specified items.

### 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:

- › reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or
- › *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
- › *your* legal defence costs or expenses in relation to an offence.

### replacement cost

means the cost reasonably required to, at *our* option:

- › repair the *damaged* portion of the *home* to the 'new for old' condition;

- › repair the *damaged* portion of the *home* to a similar condition to what *your home* was in before the *loss or damage* occurred; or
- › rebuild the *home* to the 'new for old' condition.

This cost is calculated at the time of the *loss or damage* giving rise to a claim under this *policy*. It does not include any cost which is not covered by this *policy*, unless the only reason the cost is not covered is because the *home sum insured* has been exceeded.

### 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 domestic purposes. It does not include:

- › any part of the land which is used for commercial or farming purposes;
- › any part of the land that is more than 150 metres away from a dwelling or garage used for domestic 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.

### retaining wall

means a wall, which is not part of *your* residential *home*, that holds back or prevents the movement of earth.

### set

means a number of things customarily used together or forming a complete assortment, outfit, or collection such as a set of dishes.

### specified items

means the items that are listed on *your policy schedule* as specified items.

### storm

means a storm, cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow or dust.

### storm surge

means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface.

### tools of trade

means tools or equipment used for any *business activity* (but not *home office equipment*).

### unit

means unit, villa, townhouse or apartment in a strata title development or cross-lease development. It does not include *common property*.

### unliveable

means the *home* is no longer a safe and 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* to remain in occupancy of an otherwise safe or sanitary *home*.

### unoccupied and occupied

unoccupied means:

- › *your home* is not furnished enough to be lived in; or
- › no-one is eating, sleeping and living at *your home* with *your* permission; or
- › *your home* is not connected to utilities.

occupied means:

- › *your home* is furnished enough to be lived in; and
- › someone is eating, sleeping and living at *your home* with *your* permission; and
- › *your home* is connected to utilities.  
furnished enough to be lived in means *your home* contains at least:
  - › a bed; and
  - › a clothes and linen storage area; and
  - › an eating table or bench; and
  - › a refrigerator and a cooking appliance.

### well maintained and in good condition

means *your home* and *contents* do not have any faults or defects that might cause *loss or damage* to *your home* and *contents*, or *loss or damage* to property of others. This includes but is not limited to the following:

- › the roof does not leak when it rains;
- › there are no areas of the roof that are rusted through;
- › there is no wood rot in *your home*;
- › there are no holes in floors, walls, ceilings or any other parts of *your home* (e.g. external wall cladding, internal plaster, floorboards);
- › there are no boarded up or broken windows;
- › there are no steps, gutters, flooring, walls, ceilings or any other areas of *your home* that are loose, falling down, missing or rusted through;
- › all previous damage including damage caused by any previous *insured event* has been repaired;
- › *your home* is not infested with vermin;
- › there are no squatters or unauthorised persons occupying *your home*.

### we, our and us

means Vero Insurance New Zealand Limited.

### you, your

has the meaning given under 'Who we cover – you/your' on page 7.

## HOW WE WILL DEAL WITH A COMPLAINT

If *you* are not satisfied with *our* products or services or a decision made in relation to *your* insurance, please let *us* know so that *we* can help. *We* take all customer feedback seriously and would like the opportunity to resolve any issues. *We* have a complaints process that *we* will follow when *you* contact *us* about a complaint. Please refer to *your* policy documentation for details on how to contact *us*.



Contact AMP on **0800 505 234**  
or email **[contactus@gi.amp.co.nz](mailto:contactus@gi.amp.co.nz)**

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