



MULTICOVER INSURANCE POLICY

EFFECTIVE 1 JULY 2019



SOLUTIONS...DEFINED, DESIGNED, AND DELIVERED.

Underwritten by | **vero**

This booklet contains your

MULTICOVER policy wording.

We would like to make sure you are aware of all your entitlements under this policy, so please read the document carefully. After you have read it, please call us on 0800 808 636 or call your nearest Marsh office. We will be pleased to answer any queries or provide more information.

This policy has been arranged for you by Marsh Ltd, insurance brokers. The policy is underwritten by Vero Insurance New Zealand Ltd and is to be read in conjunction with your policy schedule.

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GENERAL SECTION (relating to all sections)

DEFINITIONS

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

Accessories mean:

- fitted entertainment, communications and navigation systems;
- child restraints/seats;
- tools and breakdown equipment permanently kept in *your vehicle*, purchased by *you* to repair *your vehicle*;
- car seat covers;
- first aid kit, torch, fire extinguisher, maps;
- other equipment (not otherwise defined) permanently fitted to the *vehicle*.

Accident, Accidental and **Accidentally** mean a sudden and unforeseen event that is not intended or expected by *you*.

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

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

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

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

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

- a. mechanically propelled vehicles, trailers, caravans, or aircraft (except ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired, *drones* (while they are not in use), and remote-controlled scale models);
- b. vehicle accessories in or on a vehicle;
- c. vehicle keys and/or vehicle remote controls;
- d. entertainment and communications systems that are in or on a vehicle, including any parts that attach to these systems;
- e. navigation systems or radar detectors in or on a vehicle, including any parts that attach to them;
- f. trees, shrubs, and plants (other than pot plants);
- g. fixtures, fittings, sculptures, or artwork (and their accessories) permanently affixed to the *home* or to land;
- h. contents used in any way for professional or business purposes, except for:
 - i. laptop computers, tablets, mobile or smart phones, or any other similar handheld electronic device that *you* also use for personal use; or
 - ii. the cover provided under benefits – Property used for Trade, Professional or Business Use and the Home Office or Healthcare Practice;
- i. contents normally housed in an address not named on the *schedule*;
- j. any item of contents that *you* have sold, gifted, or given away, that is no longer in *your* possession, or any item which *you* have taken ownership of or responsibility for, but *you* have not yet taken possession of;
- k. any artificial body parts, surgical implants, or attachments that are permanently fitted to *you* or to any animal;
 - l. any animal;
- m. the *home*;
- n. *drones* while they are in use.

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

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

Drone(s) means any 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.

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

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

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

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

- each additional self-contained dwelling unit that is capable of being lived in and is intended by *you* to be, or actually is the home of one or more persons, if *your schedule* specifically indicates that the home includes additional dwelling unit(s);
- separate outbuilding(s) that are not self-contained or capable of being lived in, and garage(s);
- permanent decks;
- greenhouses and garden sheds, patios, pergolas, and built-in furniture;
- aerials and satellite dishes that are attached to the home;
- fixed floor coverings (glued, tacked, or smooth-edged);
- coverings fixed to the ceiling or wall;
- curtains, drapes, and blinds;
- fixed light fittings and appliances permanently wired or plumbed to a gas, plumbing, or electricity supply;
- letter boxes, exterior blinds and awnings, fixed clotheslines, and built-in barbecues;
- septic tanks, heating oil tanks, service tanks, water tanks, and their fixed pumps and systems;
- permanent spa pools or swimming pools, including their fixtures, covers, pipes, and fixed pumps;
- walls, fences, and gates;
- solar panels;
- gas pipes, fresh-water pipes, underground drainage and sewerage pipes;
- cables and poles associated with electricity, data and telephone services;
- any driveways, paths, patios, bridges, paving, and tennis courts;
- any private road, lane, right-of-way, access way, or bridge (including associated guttering, drains, piping, cables, and lighting) providing access to a driveway owned by *you* or shared by *you* with other residential property owners, and for which *you* are responsible;
- permanently installed ornamental fish ponds and water features connected to the dwelling's water supply;
- sculptures and artwork that are permanently affixed to the home and/or land;
- *your* share in any walls (except retaining walls), fences, gates, pipes, cables, or driveways where those things are jointly owned by *you* and other property owners;
- any part of the home used as a home office or healthcare practice as provided by benefit – Home Office or Healthcare Practice;

but does not include:

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

In New Zealand, for the purpose of the Motor section of this policy, means in New Zealand or in transit within New Zealand.

In New Zealand, for the purpose of the Pleasurecraft section of this policy, means anywhere in New Zealand including within 150 kilometres of New Zealand's coastline but not while on voyages to or from ports and/or places outside New Zealand.

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

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

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

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

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

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

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

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

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

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

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

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

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

Premium is the consideration for this contract. This may mean the first premium or any subsequent premium and includes any government levies and taxes.

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

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

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

Replacement condition means what we determine is reasonably required to rebuild the *home* to a building standard or specification similar to, but no more extensive or better than the *home's* condition when new, using currently equivalent techniques and building materials readily available in New Zealand. We will only replicate heritage features if the currently equivalent techniques and/or building materials are readily available in New Zealand.

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

Replacement value means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCTION

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

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

GENERAL POLICY CONDITIONS

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

1. Assignment

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

2. **Breach of Policy Terms and Conditions**

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

3. **Cancellation**

We may cancel this policy at any time by sending a letter, facsimile, or e-mail to this effect to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The cancellation will take effect at 4.00 PM on the 14th day after the communication has been sent. We will refund the unused part of *your* paid *premium*.

You may cancel this policy by giving written notice to *us*. We will refund the unused part of *your* paid *premium* provided that *you* have not made a claim.

4. **Care of Insured Property**

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

5. **Change of Terms**

In the event that we are no longer able to obtain or retain full reinsurance protection from *natural disaster* events covered by this policy, we may change the terms of this policy (including the excess) during the *period of insurance* by sending a letter, facsimile, or e-mail advising *you* of this to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The change or changes will take effect at 4.00 PM on the 14th day after the communication has been sent.

6. **Claims**

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

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

- b. *You* must not, without *our* written consent, incur any expense or negotiate, pay, settle, admit, repudiate, or make any agreement in relation to any claim.

- c. We will decide the best way to advance *your* claim, including inspecting any damage, choosing the repairer or supplier, and arranging for the repair or replacement of the *contents*. If we choose to repair or replace the *contents* we will seek independent quotes from *our* approved repairers or suppliers. If *you* wish, *you* can recommend a repairer or supplier to provide a quote for consideration. We will select who is to repair or replace the *contents*, arrange for this to be done, and keep *you* informed of progress.
- d. We will be entitled, at *our* expense and in *your* name, to take any proceedings necessary to obtain relief from any other party, and to take over and conduct the defence and settlement of any claim against *you* for *damages*. At *your* cost *you* must provide all reasonable assistance and cooperation.
- e. We will decide the best way to advance *your* claim, including inspecting any damage, choosing the repairer or supplier, and arranging for the repair of *your* vehicle. If we choose to repair *your* vehicle we will use one of *our* approved repairers and we will guarantee the work for as long as *you* own the vehicle. We will arrange for the repairs to be done, and keep *you* informed of progress.
- f. When *your* claim has been accepted by *us*, any damaged item(s) of *contents* become *our* property for the purposes of disposal or salvage.
- g. *You* authorise *us* to disclose information to third parties in relation to any claim that *you* make under this policy. *You* also authorise *us* to obtain information from third parties that is relevant to any claim that *you* make under this policy.
- h. *You* must, prior to settlement of *your* claim, complete documentation which evidences *our* settlement of *your* claim.

7. **Correctness of Statements and Fraud**

The proposal, application, or declaration form is the basis of this contract.

All statements made or information given by *you* or on *your* behalf:

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

must be complete and correct in all respects.

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

8. **Duty of Disclosure and Change of Circumstances**

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

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

9. **Excess**

- a. All excesses shall:
 - i. form the first part of any *loss* being claimed for; and
 - ii. be deducted from the amount of *your* claim, not from any policy limit; and
 - iii. apply cumulatively.

- b. An excess will apply to each incident, occasion, or event resulting in *loss*. Where *loss* arises from multiple incidents, occasions, or events, the excess (or each relevant excess) applies to each incident, occasion, or event.
- c. Where a single event causes *loss* to property or items insured by *you* with *us* at the *situation address* shown on the *schedule* under more than one policy, only one excess (or where a number of excesses under one policy apply cumulatively, the sum of those excesses) will apply. The amount of the excess will be the highest excess or cumulative excess that we could apply under any of the policies affected.
- d. The following excesses may be applied to *your* claim:
 - i. any amount shown on the *schedule* or contained in this policy which is described as an excess; and
 - ii. any voluntary or imposed excess(es), which are additional to i. above; and
 - iii. except where *loss* arises from fire, *flood* or *natural disaster*, the following specified additional amounts where the *home* is:
 - I. let to *tenants* other than *you*, any claim for *loss* to *contents* will be subject to an additional excess of \$250 for each event;
 - II. made available for casual use by anyone in return for any form of payment, any claim for *loss* to *contents* will be subject to an additional excess of \$1,000 for each event.
 - iv. if portable electronic equipment is stolen or lost from *your* motor vehicle an additional excess of \$150 applies.
 - v. if *you* have told *us* that *you* have a security alarm system and *you* have received an alarm discount from *us*, any claim for *contents* stolen during a burglary at the *home* will be subject to an additional excess of \$250 for each event if the system is not turned on and/or activated while *you* are not at *home*.
- e. Where *you* suffer a total loss and *you* have been paying *your premium* by instalment the excess shown on the *schedule* will be increased to include:
 - i. the balance of the amount of *premium* *you* would have paid if *you* had instead elected to pay *your premium* annually; and
 - ii. the total value of the service fees for all of the *premium* instalments.

10. Goods and Services Tax – GST

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

11. Governing Law

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

12. Sum Insured Adjustment at Renewal

If *you* have Marsh Multicover Home and/or Contents insurance policy, the *sum insured* under this policy may be automatically altered by *us* at each renewal to take account of such things as the estimated changes in repair or replacement costs. The new *sum insured* will be shown on the renewal *schedule*, and *your premium* will be adjusted accordingly. Where no change is made to the *sum insured* at renewal, we have deemed that there are not likely to be changes to repair or replacement costs. We do not guarantee that any change to the *sum insured* will be sufficient to compensate *you* fully for any *loss* *you* may sustain. *You* are obliged to ensure at all times that the *sum insured* will be sufficient to cover *loss* to *your home* or *contents*.

13. Instalment Premiums

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

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

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due.

14. Joint Insureds

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

15. Other Insurance

Except for cover provided under "Contents – Fatal Injury", this policy does not cover *loss* or liability where cover is provided by other insurance. *We* will not contribute towards any claim made under any other policy.

16. Other Interests

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

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

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

17. 30-day Money Back Guarantee

If *you* are not satisfied with the cover provided by the policy *you* may return the policy within 30 days of receiving it.

If *you* have made no claims during this period, *we* will give *you* a full refund of any *premium* paid.

18. Reparation

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

SECTION 1 CONTENTS

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

INTRODUCTION

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

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

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

WHAT YOU ARE INSURED FOR

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

COVER OPTION – PREMIER CONTENTS

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

How we may settle your claim

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

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

However,

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

Limits on what we will pay

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

- b. any GST you have paid or that is payable on the *sum insured*; plus
- c. any amounts we may be liable to pay under the following Benefits:
 - i. Benefit 1 – Alternative Accommodation;
 - ii. Benefit 5 – Fatal Injury;
 - iii. Benefit 6 – Occupier’s and Personal Liabilities; and
 - iv. Benefit 9 – Removal of Debris.

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

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

The safe must be:

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

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

- 3. Our liability to you under all legal liability benefits (“Liability for *Damages*” and “Liability for *Reparation*”), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any *period of insurance*. In addition we will pay your legal defence costs and expenses incurred with our consent where your legal liability is to pay *damages*. However we will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay *reparation*.
- 4. In each case, all the following limits include accessories and ancillary equipment.
 - \$5,000 per item (including any pair or set) of unspecified jewellery or watch, up to a maximum amount for any one claim of \$15,000. Where your *sum insured* is over \$150,000, no limit applies.

However when your *sum insured* is greater than \$80,000 the following jewellery limits apply;

Sum Insured	Individual Item Limit	Maximum any one Claim
Up to and including \$150,000	\$5,000	\$15,000
Over \$150,000	\$5,000	unlimited

- \$3,000 per item of photographic, digital, and video camera equipment. The camera body and the lens attached to the camera body is one item, unless separately specified on the *schedule*. Any extra lens which is not permanently attached to a camera body or which is designed to be detachable and interchangeable with any suitable camera body is treated as a separate item;
- \$3,000 for any bicycle (including any e-bike), unless separately specified on the *schedule*;
- \$3,000 for any *drone*, unless separately specified on the *schedule*;
- \$3,000 for any canoe, kayak, surf board, surf ski, kite surfer, paddle board or windsurfer, unless separately specified on the *schedule*;
- \$3,000 for any boat (other than canoe, kayak, surfboard, surf ski, kite surfer, paddleboard, or windsurfer). Any boat that has a *market value* of more than \$3,000 is not covered by this policy;
- \$3,000 in total for unset precious or semi-precious gemstones or minerals, gold or silver bullion or ingots, or precious metals, unless separately specified on the *schedule*;
- \$2,000 in total for motor and marine parts and accessories removed from any vehicle or boat, including children's car seats;
- \$2,000 in total for remote-controlled scale models;
- \$1,500 in total for all money, negotiable securities, bonus bonds, travellers' cheques, or travel tickets; and
- \$1,000 per coin, card, or stamp, up to a maximum of \$3,000 in total for any collection of coins, cards, or stamps, unless separately specified on the *schedule*;
- \$1,000 in total for any certificates or documents.

BENEFITS INCLUDED IN YOUR COVER

We will cover or pay for the following Benefits numbered 1-22 which are subject to the policy definitions, clauses, exclusions, conditions and limits.

1. **Alternative Accommodation**

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

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

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

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

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

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

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

This Benefit will not apply in any case where;

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

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

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

2. Authorities Damage

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

3. Change of Situation and Transit Cover

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

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

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

4. Credit and Debit Cards

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

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

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

5. Fatal Injury

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

6. Occupier's and Personal Liabilities

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

A. Liability for Damages

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

B. Liability for Reparation

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

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

C. Extended Liability

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

- a. *your* children who are covered by benefit 12 – Boarding School and benefit 21 – Tertiary Accommodation;
- b. *your* involvement in paid part-time baby-sitting;
- c. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired;
- d. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a *market value* of more than \$3,000 is not covered by this policy;
- e. the non-competitive use of any scale-model, radio-controlled:
 - i. aircraft;
 - ii. watercraft;
 - iii. motor vehicle.

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

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

Limits on what we will pay under Occupier's and Personal Liabilities:

In respect of any one event, we will pay:

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

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

7. Fusion of Electric Motors

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

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

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

9. Removal of Debris

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

10. Specified Items

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

11. Stolen Keys

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

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

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

12. Boarding School

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

13. Gifts

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

14. Gradual Damage

We will pay for physical damage to *contents* resulting from the action of micro-organisms, mould, mildew, rot, fungi, or gradual deterioration caused by water leaking or overflowing from any internal water system, if the *loss* first occurs during the time that you occupy the *home* and the water leak or overflow causing the *loss* was not visible, noticeable, or obvious.

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

Our liability under this Benefit will be limited to \$3,000 for any one event.

15. Home Office or Healthcare Practice

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

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

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

16. Misuse of Mobile/Smart Phones

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

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

17. Overseas Travel – Personal Luggage

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

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

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

Our liability under this Benefit will be limited to \$5,000 in total during any one *period of insurance*, and is subject to maximum item limits as shown in this policy.

18. Overseas Travel – Jewellery & Cameras

We will pay for *accidental loss* of watches, jewellery or cameras and their accessories while *you* are temporarily anywhere in the world on personal or business travel for a period not exceeding 6 months.

Any payment will not exceed that amount that would be payable if the *loss* had occurred in New Zealand and will be limited to a maximum of \$30,000 any one event.

19. Storage of Contents

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

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

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

20. Tenant's Improvements

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

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

21. Tertiary Accommodation

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

Our liability under this Benefit will be limited to \$7,500 per child, for any one event, subject to the maximum item limits as shown in this policy.

22. Vehicle Accessories within an Employer's Motor Vehicle

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

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

COVER OPTION – STANDARD CONTENTS

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

1. Fire, explosion, or lightning;
2. Storm or *flood*;
3. Burglary or theft;

4. Riot, civil commotion, strikes or labour disturbance;
5. Malicious damage or vandalism;
6. Sudden escape or overflowing of water or oil from any domestic water or heating equipment, sink, bath, toilet, or reticulation installed in the *home*;
7. Opossums entering the *home*;
8. Collision or impact by vehicle or animal;
9. Impact by aircraft and any other aerial or spatial devices or debris and articles dropped therefrom;
10. Burning out by electrical current;
11. Breakage resulting in the fracture through the entire thickness of mirrors, plate-glass tops on furniture, or fixed glass in furniture;
12. *Natural disaster*.

How we may settle your claim

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

- a. Furniture and home appliances;
- b. Jewellery;

not more than 5 years old.

If *you* do not want the items repaired or replaced then we will pay *you* only the *indemnity value* of the items or the cost of repairs, whichever is less. However, if jewellery is not replaced or repaired, the maximum amount we will pay is 50% of the *replacement value*.

We will pay *indemnity value* for all other *contents* that sustain a *loss* which we accept under this policy.

Limits on what we will pay

1. The maximum amount we will pay under this policy is:
 - a. the *sum insured* shown on the *schedule*; plus
 - b. any GST *you* have paid or that is payable on the *sum insured*; plus
 - c. any amounts we may be liable to pay under the following Benefits:
 - i. Benefit 1 – Alternative Accommodation;
 - ii. Benefit 5 – Fatal Injury;
 - iii. Benefit 6 – Occupier’s and Personal Liabilities;
 - iv. Benefit 9 – Removal of Debris.

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

2. The maximum we will pay for any of the following items is the amount listed under paragraph 3 below unless we have agreed to specify the item on the *schedule* for another amount, and *you* have paid the additional *premium* required by *us*. Then, the specified amount on the *schedule* will be the maximum we will pay; however
 - a. we will only replace damaged floor coverings, drapes, curtains, or blinds in the *room* or *rooms* where the *loss* occurred;
 - b. we will only pay for the proportion of any consumables that remain at the time of *loss*;
 - c. where any *similar items* other than jewellery, suffer *loss*, we will not pay more than the value of or cost to replace the particular item that suffers *loss*. We are not obliged to exactly replace, repair, or reinstate any items that have suffered *loss*. We will not replace *similar items* that have not suffered *loss*;
 - d. where we have agreed to increase one or more of the policy limits that otherwise apply within this policy under the heading – **Limits on what we will pay**, and *you* have paid the additional *premium* required by *us*, we will insure the items up to the values as specified on the *schedule*.

However, where:

- i. any item of jewellery is specified on the *schedule*, any claim for burglary, theft or unexplained *loss* must be supported by a pre-*loss* valuation for each item being claimed. Any claim settlement may be affected where there is no supporting pre-*loss* valuation. Any pre-*loss* valuation must be issued by an industry recognised jewellery valuer;
- ii. any individual specified item of jewellery or watch has a specified value exceeding \$50,000, or where the total value of all specified items of jewellery or watches exceeds \$100,000, all of the specified items must be kept within a locked safe when:
 - a. not being worn or carried by *you*; or
 - b. *you* are absent from the building where the items are left;

The safe must be:

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

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

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

- \$3,000 per item (including any pair or set) of unspecified jewellery or watch, up to a maximum amount of 15% of the *sum insured* appearing on the *schedule* (excluding specified items of jewellery or watch) or \$15,000, whichever is the greater;

However when *your sum insured* is greater than \$80,000 the following jewellery limits apply;

Sum Insured	Individual Item Limit	Maximum any one Claim
Over \$80,000	\$5,000	\$15,000
Over \$150,000	\$5,000	unlimited

- \$3,000 per item of photographic, digital, and video camera equipment. The camera body and the lens attached to the camera body is one item, unless separately specified on the *schedule*. Any extra lens which is not permanently attached to a camera body or which is designed to be detachable and interchangeable with any suitable camera body is treated as a separate item;
- \$3,000 for any bicycle (including any e-bike), unless separately specified on the *schedule*;
- \$3,000 for any *drone*, unless separately specified on the *schedule*;
- \$3,000 for any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer or any other boat, unless separately specified on the *schedule*;
- \$3,000 for any boat (other than canoe, kayak, surfboard, surf ski, kite surfer, paddleboard, or windsurfer). Any boat that has a *market value* of more than \$3,000 is not covered by this policy;
- \$2,000 in total for motor and marine parts and accessories removed from any vehicle or boat, including children's car seats;
- \$2,000 in total for remote-controlled scale models;
- \$1,000 in total for unset precious or semi-precious gemstones or minerals, gold or silver bullion or ingots, or precious metals, unless separately specified on the *schedule*, in which case the specified amount will apply;
- \$1,000 in total for all money, negotiable securities, certificates or documents, bonus bonds, travellers' cheques, or travel tickets; and
- \$1,000 per coin, card, or stamp, up to a maximum of \$3,000 in total for any collection of coins, cards, or stamps, unless separately specified on the *schedule*.

BENEFITS INCLUDED IN *YOUR* COVER

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

1. **Alternative Accommodation**

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

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

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

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

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

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

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

This Benefit will not apply in any case where;

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

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

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

2. **Authorities Damage**

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

3. **Change of Situation and Transit Cover**

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

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

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

4. **Credit and Debit Cards**

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

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

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

5. **Fatal Injury**

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

6. **Occupier's and Personal Liabilities**

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

A. Liability for Damages

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

B. Liability for Reparation

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

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

C. Extended Liability

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

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

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

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

Limits on what we will pay under Occupier's and Personal Liabilities:

In respect of any one event, we will pay:

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

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

7. Fusion of Electric Motors

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

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

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

9. Removal of Debris

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

10. Specified Items

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

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

11. Stolen Keys

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

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

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

EXCLUSIONS (what you are not insured for)

1. 72 Hour Restriction

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

2. **Electronic Data**

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

3. **Hydrostatic Pressure**

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

4. **Uninsured Property**

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

5. **Land**

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

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

a. *loss* caused:

- i. by mechanical or electrical breakdown or inability to operate any mechanical or electrical device covered by this policy, except where *loss* arises from impact, earthquake, fire, *flood*, lightning, power surge, volcanic eruption, a malicious act, or where actual burning out occurs;
- ii. to lighting or heating elements, fuses or protective devices, or electrical contacts where arcing occurs in ordinary working;
- iii. to tyres of bicycles, and other mechanically propelled vehicles covered by this policy, by application of brakes, or punctures, cuts, or bursts or bursting, unless the bicycle or vehicle suffers other *loss* in an *accident*, or the *loss* is deliberate and is caused by a person not insured by this policy;
- iv. by defect in design or inherent fault;
- v. by wear and tear;
- vi. by insects or vermin (except opossums);
- vii. by poor or defective workmanship; or
- viii. by the process of cleaning, renovation, repair, or restoration, but only in respect of the article or property that has undergone such process;

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

b. *loss* caused by:

- i. corrosion or rust;
- ii. action of micro-organisms, mould, mildew, rot, fungi, or gradual deterioration (unless covered under the Benefit 14 – Gradual Damage);
- iii. any other gradually operating cause;
- iv. lifting or moving the *home*;
- v. structural additions or structural alterations to the *home*, or the removal of any external wall, roof materials, external cladding, or window or door, unless we have been notified of such additions, alterations, or removal work, and we have agreed in writing to maintain cover;
- vi. vibration, weakening, or removal of support;

- vii. burglary, theft, malicious, intentional or deliberate damage committed by anybody renting, living, or staying in the *home* (however where the *home* is *tenanted* we will cover any *loss* to the *contents* from fire or explosion resulting from malicious, intentional or deliberate damage by *tenants*).
- viii. scratching, chewing, tearing, or soiling by any pets where the occupant of the *home* is anyone other than *you*; or
- ix. subsidence, settling, ground heave, shrinkage, expansion, or erosion.

7. **Removed Property**

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

- a. permanently removed from the *home* or during the course of household removal including loading onto and unloading from the conveyance (except where cover is provided by Benefit 3 – Change of Situation and Transit Cover);
- b. that are housed at any other address or loaned to any person, except where cover is provided by:
 - i. Benefit 1 – Alternative Accommodation; or
 - ii. Benefit 3 – Change of Situation and Transit Cover; or
 - iii. Benefit 19 – Storage of *Contents*;
- c. removed to any place for sale, exchange for monetary benefit, or exhibition;
- d. removed to any place for storage, except where cover is provided by:
 - i. Benefit 1 – Alternative Accommodation; or
 - ii. Benefit 3 – Change of Situation and Transit Cover; or
 - iii. Benefit 19 – Storage of *Contents*;

8. **Unoccupied Home**

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

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

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

9. **Confiscation, War, Radioactivity, and Terrorism**

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

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

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

10. The Accident Compensation Act 2001

This policy does not provide cover for amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recoverable but for:

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

11. Intentional or Reckless Acts or Criminal Activity

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

12. Consequential Loss

This policy does not provide cover for any intangible loss, loss of use, loss of enjoyment, or consequential loss of any kind, including loss of value.

13. Business Use

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

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

14. Excesses

This policy does not provide any cover for excesses.

15. Fire and Emergency Act 2017

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

POLICY CONDITIONS

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

OTHER INFORMATION

Reinstatement of Cover

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

The amount of cover shall be restored as and to the extent that the *loss* is repaired or reinstated. However, before any amount of *your* cover is restored following *loss* *you* must pay any additional *premium* that we may charge.

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

SECTION 2 HOME

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

INTRODUCTION

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

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

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

WHAT YOU ARE INSURED FOR

We will insure *you* for *loss* to the *home* during the *period of insurance* at the *situation address* shown on the *schedule*.

How we may settle your claim

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

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

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

Limits on what we will pay:

1. The maximum amount we will pay under this policy is:
 - a. the *sum insured*; plus
 - b. any GST *you* have paid or that is payable on the *sum insured*; plus
 - c. any amounts we may be liable to pay under the following Benefits:
 - i. Benefit 1 – Alternative Accommodation;
 - ii. Benefit 5 – Landscaping;
 - iii. Benefit 6 – Property Owner's Liability;
 - iv. Benefit 15 – SumExtra;
 - v. Benefit 16 – Stress Payment; and
 - vi. Benefit 22 – Environmental Improvements; and
 - vii. Optional Additional Benefit – Landlord's Extension (if shown on the *schedule* as being included).

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

2. The *sum insured* shall be reduced from the sum stated in the *schedule* by the amount required to repair, replace, or rebuild any *loss* which occurred in any *previous period of insurance*, and which has not been repaired, replaced, or rebuilt at the commencement of the current *period of insurance*.
3. The most that we will pay for *loss* to any private road, lane, right-of-way, access way or bridge (including associated guttering, drains, piping, cables, and lighting), including a bridge within the *residential boundaries* of the property on which the *home* is situated, that provides access to the driveway owned by *you* or shared by *you* with other residential property owners and for which *you* are responsible, is \$50,000. This limit applies to *your* share of the incurred costs during any one *period of insurance*.
4. Where any *similar items* forming part of the *home* suffer *loss* we will not pay more than the value of or cost to replace the particular item which suffers *loss*. We are not obliged to exactly replace, repair, or rebuild any items that have suffered *loss*. We will not replace *similar items* which have not sustained *loss*.
5. We will only replace damaged wallpaper, floor coverings, drapes, curtains and blinds in the *room* where the *loss* occurred.
6. Where the *home* is registered with the New Zealand Historic Places Trust, we will not pay for any additional costs or fees required to comply with any heritage covenant(s) that apply to the *home*.
7. We will only pay to repair the base and/or top layer of the damaged area of a driveway, not the land beneath.
8. Our liability to *you* under all legal liability benefits ("Liability for *Damages*" and "Liability for *Reparation*"), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any *period of insurance*. In addition we will pay *your* legal defence costs and expenses incurred with *our* consent where *your* legal liability is to pay *damages*. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.
9. We will only pay the *indemnity value* for any fixed floor coverings (glued, tacked or smooth-edged) over 5 years of age if anyone other than *you* occupies the *home*.
10. We will only pay the *indemnity value* for outdoor shade cloth or fabric (shade sails) over 5 years of age.

BENEFITS INCLUDED IN *YOUR* COVER

We will cover or pay for the following Benefits numbered 1 to 22, which are subject to the policy definitions, clauses, exclusions, conditions and limits.

1. **Alternative Accommodation**

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

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

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

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

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

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

This Benefit will not apply in any case where:

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

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

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

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

2. Authorities Damage

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

3. Fees and Clearance Costs

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

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

4. Home Office or Healthcare Practice

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

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

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

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

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

5. Landscaping

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

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

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

6. Property Owner's Liability

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

A. Liability for Damages

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

B. Liability for *Reparation*

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

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

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

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

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

In respect of any one event, we will pay:

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

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

7. Statutory Requirements

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

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

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

8. Electronic Programmes

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

9. Gradual Damage

We will pay for gradual physical damage to the *home* resulting from water leaking or overflowing from any internal water system, provided that the *loss* first occurs during the time that *you* own the *home* and the water leak or overflow causing the *loss* was not visible, noticeable, or obvious. An internal water system, for the purposes of this Benefit, is any water pipe, waste disposal pipe or water storage tank which is hidden from view within the dwelling structure and is permanently connected and/or contained within its walls, cupboards, floors, ceiling or roof, or connected to any water cylinder, refrigerator, water purifier, washing machine, dishwasher, or similar household item. *Our* liability under this Benefit will be limited to \$5,000 for any one event. This limit includes the cost of searching for the source of the leak or overflow, where reasonably incurred, and where we have accepted a claim for the resulting *loss*.

10. New Building Work

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

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

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

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

This Benefit will not cover structures or work:

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

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

11. Power Generation Equipment

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

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

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

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

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

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

12. Retaining Walls

We will pay, within the *sum insured*, for *loss* to retaining walls arising out of any one event, including *your* share in retaining walls that are jointly owned by *you* and other property owners. This includes the cost of gaining access to the wall, stabilising the soil, and providing footings and drainage materials directly necessary for the work to the retaining wall or part of the retaining wall that has suffered *loss*.

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

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

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

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

13. Resetting or Reprogramming Security System

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

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

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

14. Stolen Keys

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

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

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

15. SumExtra

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

- a. up to a further 10% of the *sum insured* towards the *replacement cost* where the *loss* is caused by *natural disaster*; or
- b. the *replacement cost* where the *loss* arises from any insured cause other than *natural disaster*; provided the *sum insured* at the time of *loss* is equal to or greater than a written estimate of costs reasonably necessary to rebuild *your home* to a building standard or specification similar to, but no more extensive or better than, the *home's* condition when new, using currently equivalent techniques and building materials readily available in New Zealand:
 - i. from the online rebuilding cost calculator accessed through *our* website or from such other online rebuilding cost calculator as *we* accept;
 - ii. by a registered valuer, registered quantity surveyor, building practitioner holding an appropriate trade licence, or such other building specialist, as *we* accept; or

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

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

16. **Stress Payment**

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

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

17. **Temporary Removal of Fixtures and Fittings**

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

18. **Tree Removal**

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

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

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

19. **Water or Sewage Pipe Blockage**

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

This benefit only covers the costs of clearing the *accidental* blockage and the repair or rebuild of the driveway, patio, path, paving, tennis court, or other permanent structure forming part of the *home*, which has suffered *loss* as a result of the work needed to clear the *accidental* blockage. This benefit does not cover any other maintenance costs.

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

20. **Sale and Purchase**

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

21. **Methamphetamine Contamination**

This benefit only applies if:

- *your home* is *tenanted*; and
- *you* comply with the Landlord's Obligations set out in the "Policy Conditions" section of this policy.

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

Cover under this benefit will only apply where, at the time of the claim being made, the level of chemical contamination exceeds 15µg/100cm². We will only pay for decontamination to the extent required to achieve a post-remediation contamination level of less than 1.5µg/100cm².

We will pay, within the *sum insured*, the reasonable cost incurred by you in decontaminating the *home*. If a damaged portion of the home needs to be repaired or rebuilt in order to achieve a post-remediation contamination level of less than 1.5µg/100cm².

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

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

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

22. Environmental Improvements

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

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

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

OPTIONAL ADDITIONAL BENEFIT

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

Landlord's Extension

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

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

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

A. Malicious damage or theft

We will cover you for:

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

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

We will pay:

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

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

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

B. Landlord's furnishings

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

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

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

If *your home* is *uninhabitable* because:

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

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

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

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

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

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

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

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

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

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

1. **Prevention of access:** Where the *tenant* is lawfully entitled to vacate the *home* due to prevention of access to the *home* or failure of public utilities, we will pay up to a maximum of 8 weeks *rent*; or
2. **Vacating without notice:** Where the *tenants* vacate the *home* without giving the required notice, we will pay up to a maximum of 8 weeks *rent*; or
3. **Eviction of tenants:** Where *your tenants* are lawfully evicted from the *home* as a result of non-payment of *rent*, we will pay up to a maximum of 12 weeks *rent*; or
4. **Tenancy tribunal order:** Where the Tenancy Tribunal makes an order for the *tenants* to leave the *home* and for the tenancy to end, we will pay up to 12 weeks *rent*, provided *you* or *your property manager* enforce the order within 5 working days of the order being issued.

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

EXCLUSIONS (what *you* are not insured for)

1. **72 Hour Restriction**

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

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

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

2. **Electronic Data**

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

3. **Hydrostatic Pressure**

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

4. **Natural Disaster Damage**

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

- a. where there is *loss* to the *home*, and
 - i. *your loss* to the *home* is covered under the Earthquake Commission Act 1993 or its successor (the EQC Act); and
 - ii. the Earthquake Commission has accepted liability and has paid the maximum amount that it is liable for under the EQC Act for *your* claim; and
 - iii. all amounts paid to *you* by the Earthquake Commission have been used by *you* to carry out repairs, or to rebuild the *home*, and/or to mitigate further *loss*;
- b. where there is *loss* to:
 - i. permanently installed swimming or spa pools; or
 - ii. drains, pipes, and cables; or
 - iii. driveways, fences and walls (other than retaining walls, as covered under Benefit 12 – Retaining Walls); or
 - iv. tennis courts

that are not subject to insurance under the EQC Act.

Where there is *loss* caused by *natural disaster* for which *you* are covered under this policy, *our* liability will be limited to the amount that *we* would have paid under the policy if the cause of *loss* was other than *natural disaster*, less the amount that *you* have received from the Earthquake Commission, and less the additional excess of \$5,000 which applies for any payment under paragraph b. above. This policy does not provide cover for any excess imposed by the EQC Act. However, this policy will never provide cover for *loss* to land, or for costs associated with stabilising land, or erecting or upgrading improvements to land, which are required to avert or mitigate *loss* to the *home*, even if such *loss* or costs are covered by the Earthquake Commission.

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

This policy does not provide cover for:

- a. *loss* caused:
 - i. by mechanical or electrical breakdown or inability to operate any mechanical or electrical device covered by this policy, except where *loss* arises from impact, earthquake, fire, *flood*, lightning, power surge, volcanic eruption, a malicious act, or where actual burning out occurs;
 - ii. to lighting or heating elements, fuses or protective devices, or electrical contacts where arcing occurs in ordinary working;
 - iii. by defect in design or inherent fault;

- iv. by wear and tear;
- v. by insects or vermin (except opossums);
- vi. by poor or defective workmanship; or
- vii. by the process of cleaning, renovation, repair, or restoration, but only in respect of the article or property that has undergone such process (except where cover is provided by Benefit 10 – New Building Work);

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

b. *loss* caused by:

- i. corrosion or rust;
- ii. action of micro-organisms, mould, mildew, rot, fungi, or gradual deterioration (unless covered under the Benefit 9 – Gradual Damage);
- iii. any other gradually operating cause;
- iv. lifting or moving the *home*;
- v. structural additions or structural alterations to the *home* (except where cover is provided by Benefit 10 – New Building Work), or the removal of any external wall, roof materials, external cladding, or window or door, unless we have been notified of any such additions, alterations, or removal work and we have agreed in writing to maintain cover;
- vi. vibration, weakening or removal of support;
- vii. burglary, theft, malicious, intentional or deliberate damage committed by anybody renting, living, or staying in the *home* (however where the *home* is *tenanted* we will cover any *loss* to the *home* from fire or explosion resulting from malicious, intentional or deliberate damage by *tenants*). If:

- the *home* is *tenanted*; and
- it is shown on *your schedule* that *you* have purchased the Optional Additional Benefit ‘Landlord’s Extension’

this exclusion doesn’t apply to the extent of the cover provided by the Optional Additional Benefit.

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

6. **Home Defects**

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

7. **Uncertified Home**

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

8. **Unoccupied Home**

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

- a. to the *home* if *unoccupied*, unless we have been notified and have agreed in writing to maintain cover, and provided that:
 - i. the *home* and its lawns and gardens are kept in a tidy condition; and
 - ii. all external doors and windows are kept locked; and
 - iii. all papers and mail are collected weekly; and
 - iv. the *home* is under weekly supervision;

- b. to the *home* while unattended, if normally used as a holiday *home* or weekend *home*, unless requirements a.i. to a.iv. above are complied with.

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

9. **Confiscation, War, Radioactivity and Terrorism**

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

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

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

10. **The Accident Compensation Act 2001**

This policy does not provide cover for amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recoverable but for:

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

11. **Intentional or Reckless Acts or Criminal Activity**

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

12. **Consequential Loss**

This policy does not provide cover for any intangible loss, loss of use, loss of enjoyment, or consequential loss of any kind, including loss of value.

13. **Business Use**

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

14. **Costs to Mitigate Loss or Damage**

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

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

15. **Existing Damage**

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

16. **Unrepaired Land**

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

17. **Land**

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

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

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

All other policy terms, conditions, exceptions and benefits will continue to apply.

18. **Excesses**

This policy does not provide any cover for excesses.

19. **Illegal drug contamination**

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

- a. to the extent of the cover provided for in Benefit 21 – Methamphetamine Contamination where *your home* is *tenanted*; or
- b. where *you* normally reside in the *home* as *your* place of residence, including where *you* share the *home* with a *tenant*, and the *loss* is caused by unknown persons breaking into or entering *your home* without *your* permission when *your home* is unattended but is not *unoccupied*. In this case, we will extend Benefit 21 – Methamphetamine Contamination to cover the *loss* to the *home* and this exclusion doesn't apply to the extent of the cover provided for in that benefit. The limit of liability otherwise applicable to Benefit 21 – Methamphetamine Contamination will not apply in these circumstances and cover under the benefit will instead apply within the *sum insured*.

20. **Fire and Emergency Act 2017**

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

POLICY CONDITIONS

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

Landlord's Obligations

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

- a. *You* or *your* managing agent must:
 - i. exercise reasonable care in the selection of each person who is a *tenant*; and
 - ii. obtain satisfactory references for each adult *tenant* prior to that *tenant* moving into the *home*; and
 - iii. keep records of the checks undertaken and references obtained and provide these to *us* if *we* ask for them.
- b. At 6 monthly intervals, or whenever there is a change of *tenant*, *you* or *your* managing agent must:
 - i. complete an internal and external inspection of the property; and
 - ii. keep photos and written records of the inspections and provide these to *us* if *we* ask for them.
- c. If *you* have purchased the Optional Additional Benefit 'Landlord's Extension', in addition to complying with the requirements of a. and b. above:
 - i. *you* have an obligation to mitigate any claim *you* make for *your* loss of *rent* under this policy by taking all reasonable steps to find suitable alternative *tenants* and must provide *us* with records of steps taken if *we* ask for them; and
 - ii. *you* or *your* managing agent must actively monitor *rent* for *your* *home* and if the *rent* is 10 days in arrears, *you* or *your* managing agent must provide a written notice requiring the *tenant* to remedy the arrears. If the unpaid *rent* is not received within a further 5 days, *you* or *your* managing agent must personally deliver a second notice to the *tenants* requiring the arrears to be remedied. *You* or *your* managing agent must also ascertain at this time whether the *tenants* are still living at the *home*.

OTHER INFORMATION

Reinstatement of Cover

Where the *home* suffers *loss* which is covered by this policy and that *loss* results in the amount of cover being reduced, *your* cover will return to the amount of the *sum insured* when:

- a. *you* have paid any additional *premium* that *we* may charge; and
- b. the repair or rebuild of any damage following the *loss* is fully complete; and
- c. the *sum insured* is at least:
 - i. 80 percent of the *replacement value* of the *home* (where Cover Option – Maxi is shown on the *schedule*); or
 - ii. 80 percent of the *market value* of the *home* (where Cover Option – Flexi is shown on the *schedule*).

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

Excess

- a. This policy does not provide cover for excesses.
- b. All excesses shall:
 - form the first part of any *loss* being claimed for; and
 - be deducted from the amount of *your* claim, not from any policy limit; and
 - apply cumulatively.
- c. An excess will apply to each incident, occasion, or event resulting in *loss*. Where *loss* arises from multiple incidents, occasions, or events, the excess (or each relevant excess) applies to each incident, occasion, or event.
- d. Where a single event causes *loss* to property or items insured by *you* with *us* at the *situation address* shown on the *schedule* under more than one policy, only one excess (or where a number of excesses under one policy apply cumulatively, the sum of those excesses) will apply. The amount of the excess will be the highest excess or cumulative excess that *we* could apply under any of the policies affected.
- e. The following excesses may be applied to *your* claim:
 - i. any amount shown on the *schedule* or contained in this policy which is described as an excess; and
 - ii. any voluntary or imposed excess(es), which are additional to i. above; and
 - iii. except where *loss* arises from fire, *flood* or *natural disaster*, the following specified additional amounts where the *home* is:
 - I. let to *tenants* other than *you*. Any claim for *loss* to the *home* will be subject to an additional excess of \$250 for each event;
 - II. made available for casual use by anyone in return for any form of payment, and additional excess of \$1,000 for each event.

SECTION 3 PLEASURECRAFT

WHAT YOU ARE INSURED FOR

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

What we will pay – at our option

The cost to repair or replace your boat and other property or make a payment, up to the *market value* but no more than the Sums Insured specified on the *schedule*.

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

ADDITIONAL BENEFITS

We will also pay for:

1. Salvage and Associated Costs:

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

2. Boat Parts and Accessories at Home

If you have *boat accessories* or spare parts that are not fitted to your boat, and they are stored at your home, we will pay up to \$500 for any one event after deducting your excess, for *loss* by fire and theft, unless you have named an item and its value, and it is shown on the *schedule*.

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

3. Boat Change

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

- a. you tell us within 30 days after buying the replacement or additional boat and provide full details; and
- b. you pay any extra *premium* which we may require; and
- c. the boat purchased is valued at no more than \$75,000.

4. Premium Credit

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

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

5. Recharge of Extinguishers and Replacement of Flares

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

6. Emergency Costs

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

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

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

7. Storage or Repair

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

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

8. Goods and Services Tax – GST

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

All limits, amounts or excesses shown are GST inclusive.

9. Legal Liability

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

A. Liability for Damages

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

B. Liability for Reparation

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

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

C. Extended liability

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

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

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

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

- i. for damage to property belonging to *you* or in *your* custody or control;
- ii. if *you* or any person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fails to comply with the terms and conditions of this policy;
- iii. for any *accident* arising directly or indirectly from or in connection with the ownership, possession or control by or on behalf of *you* of any mechanically propelled vehicle registered under the Transport Act 1962 by which any property insured is drawn or conveyed.
- iv. for any exemplary or punitive damages;
- v. where any exclusion in this section "The exclusions" applies.

Limits on what we will pay under legal liability:

In respect of any one event, we will pay:

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

Our liability to *you* under the legal liability benefits (Liability for *Damages* and Liability for *Reparation*), will be limited to the applicable sub-limits, and will never exceed \$5,000,000 in total during any *period of insurance*.

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

10. Medical Payments

If there is an *accident* to any person while in, boarding, or leaving *your boat* we will pay:

- a. reasonable medical and ambulance expenses; and
- b. in the event of death, funeral costs.

We will pay up to the amount shown on the *schedule* for medical payments providing the expense is incurred within one year of the *accident*.

OPTIONAL ADDITIONAL BENEFIT

11. Racing Risk Extension

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

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

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

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

EXCLUSIONS

We will not pay for:

1. any excess

You must contribute the amounts shown on the *schedule* under the headings "Excess" or "Deductible" as the first amount of any claim.

All excesses are cumulative.

Where a single event causes *loss* to property or items insured by *you* with *us* under more than one insurance policy, only one policy excess shall apply. The amount of the excess shall be the highest excess that we could apply under any of the policies affected.

2. we will not pay for:

- a. loss of use or consequential loss;
- b. depreciation, deterioration, wear and tear, delamination, corrosion, rust, rot, mould, or damage caused by marine organisms or by vermin (except opossums) or by electrolysis;
- c. breakdown, failure or breakage of:
 - i. any component or accessory; or
 - ii. the engine, transmission, mechanical, electrical or electronic systems; or
 - iii. any loss which their failure may cause to the rest of these systems;
- d. *loss* by wind to sails or protective covers when racing, except where the Racing Risk Extension applies;
- e. *loss* to masts, spars, booms, spinnaker poles, rigging, and anchors while racing *your* sailboat, except where the Racing Risk Extension applies;
- f. any *loss* or expenditure incurred solely in remedying a fault in design or, in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this insurance, for any additional expenditure incurred by reason of betterment or alteration in design, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent defect or fault or error in design or construction;
- g. any claim while the *boat* is let out on hire or charter or is used for any purpose other than private pleasure purposes;

- h. *loss*, damage or liability arising from *loss* or damage to *boats* primarily powered by motor while participating in or while being prepared for a race, speed competition, speed testing, reliability or time trial or any similar activities;
 - i. theft of outboard motors that are not securely locked to the *boat*, or stored in a securely locked part of the *boat*, or stored in a securely locked building;
 - j. any amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recovered but for:
 - i. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or
 - ii. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

but this doesn't reduce or limit *your* cover under the Personal Injury benefit contained in the Private Motor cover, or the Medical Payments benefit contained in the Pleasurecraft cover, if Private Motor cover or Pleasurecraft cover is shown on the *schedule*.
3. **any losses when *your boat* is under the control of any person who:**
is affected by alcohol or drugs.
 4. **any losses when any person is driving a vehicle towing the *boat* and:**
 - a. has a proportion of blood/alcohol or breath/alcohol exceeding the legal limit, or refuses to take or fails a breath or blood test;
 - b. is doing so without a licence or not complying with the conditions of their licence.
 5. ***loss*, destruction, damage or liability directly or indirectly resulting from:**
 - a. the *boat* being left unattended at anchor or on swing moorings other than its usual mooring or berth or moorings to Port or Local Authority standards for more than twenty-four consecutive hours;
 - b. permanent moorings that don't meet the minimum specifications recommended by Port or Local Authorities;
 - c. permanent moorings that are not in good order; or
 - d. swing moorings that have not been inspected and maintained for more than 3 years.
 6. ***loss*, damage, cost or liability arising from:**
 - a. any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by *you* or any other person entitled to cover under this policy;
 - b. any criminal activity carried out at, or involving, any property insured under this policy unless *you* establish that *you* did not have reason to suspect that criminal activity was taking place;

SECTION CONDITIONS

These conditions give *you* information about *your* and *our* obligations arising from this section.

1. **Care of *Your Boat***
You must take all reasonable steps to prevent *loss* to *your boat* and maintain *your boat* in good repair. *We* shall always have the right to examine *your boat*.
2. **Care of *Your Boat Trailer***
You must take all reasonable steps to prevent *loss* to *your boat* trailer and maintain *your boat* trailer in good repair and roadworthy condition. *We* shall always have the right to examine *your boat* trailer.
3. **Modifications**
You must tell *us* of any modifications which have been made to the *boat* since insuring it with *us*.
4. **Other Interests**
If *your boat* is mortgaged or secured by any other financial agreement, *we* may make payment for any *loss* direct to the interested party. This will meet *our* obligations under this policy.

SECTION 4 PRIVATE MOTOR

DESCRIPTION OF USE

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

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

WHAT YOU ARE INSURED FOR

We will insure *you* for *accidental loss* or damage to *your vehicle* anywhere in *New Zealand* during the *period of insurance* with us.

What we will pay – at our option

The cost to repair or replace *your vehicle* or make a payment up to the *market value*.

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

As the *premium* is partly based on *your vehicle's* stated value, *you* should make sure that it is realistic and takes account of depreciation.

Limits on what we will pay for:

Parts

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

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

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

Accessories

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

Paint

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

Repairs

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

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

Third Party Fire and Theft Cover

When noted on the *schedule* in respect of a particular *vehicle* that "Third Party Fire and Theft cover applies", cover on *your vehicle* is limited to *loss to your vehicle*:

1. by fire, theft or illegal conversion; or
2. as a result of an *accident* caused by an uninsured third party. Cover will only apply if we are satisfied that:
 - a. the driver of *your vehicle* was completely free of blame; and
 - b. the identity of the other party who caused the damage is established; and
 - c. the other party did not have valid insurance.

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

ADDITIONAL BENEFITS

If you have home, contents, or motor insurance with us, you can only claim any of the benefits below under one policy.

1. A. Liability for Damages

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

B. Liability for Reparation

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

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

C. Extended Liability

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

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

D. No excess where your vehicle is comprehensively insured

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

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

- i. for damage to property (including motor vehicles) in your or the driver's custody or control. However damage to a disabled vehicle being towed (other than for reward) is covered. Damage to the property of passengers is also covered;
- ii. if you or any person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fails to comply with the terms and conditions of this policy;

- iii. for any exemplary or punitive damages;
- iv. where any exclusion in the section "Exclusions: *We will not pay for*" applies.

Limits on what we will pay under Legal Liability:

In respect of any one event, we will pay:

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

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

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

2. Vehicle Change

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

- a. *you* tell us within 30 days after buying the replacement or additional *vehicle* and provide full details; and
- b. *you* pay any extra *premium* which we may require; and
- c. the *vehicle* purchased is valued at no more than \$75,000.

3. Vehicle Servicing and Emergency

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

- a. by a member of the motor trade who is professionally engaged in the overhaul, upkeep or repair of the *vehicle*; or
- b. to a medical facility in the event of a medical emergency.

4. Goods and Services Tax – GST

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

All limits, amounts or excesses shown are GST inclusive.

The following additional benefits apply only where *your vehicle* is insured comprehensively:

5. Windscreen and Window Glass

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

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

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

6. Vehicle Parts and Accessories

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

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

7. Cleaning – Valet Costs

Where *your vehicle* is broken into and damage occurs to the inside of the *vehicle*, and *you* have not made a claim under any other part of this policy, we will cover the cost of cleaning and valeting *your vehicle* to a maximum of \$250 without applying an excess and without reducing *your* no claim discount.

8. Keys and Locks

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

9. Trailers

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

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

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

10. Emergency Costs

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

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

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

11. New Car Option

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

12. Premium Credit

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

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

13. Personal Injury

If *you*, *your* spouse or any other family members suffer *bodily injury* by violent *accidental* external and visible means in direct connection with *your vehicle*, while restrained (as and when legally required):

- a. We will pay the following amounts (up to a maximum of \$5,000 per person and \$15,000 any one event) arising out of any event, provided such injury is the sole cause of any of the following within three calendar months of injury:
 - i. death \$5,000;
 - ii. total and irrecoverable loss of the sight of an eye \$2,500;
 - iii. total and irrecoverable loss of the sight of both eyes \$5,000;
 - iv. total and permanent loss of the use of one hand or one foot \$2,500, and
 - v. total and permanent loss of the use of both hands or both feet or of one hand together with one foot \$5,000;and
- b. We will pay medical expenses incurred in connection with such injury up to the sum of \$200 per person per event.
But we will not pay:
 - i. where death or bodily injury was caused by suicide or attempted suicide;
 - ii. if the insureds named on the *schedule* are not individuals;
 - iii. under more than one motor *vehicle* insurance policy held with *us*; or
 - iv. where *your vehicle* is a motorcycle, caravan or trailer or where cover is third party fire and theft.

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

14. Additional Expenses

We will provide *you* up to \$200 a day but not exceeding \$1,000 for any one claim for any reasonable and necessary additional living expenses which *you* are required to pay due to the *loss* to any caravan specified in the *schedule* which is being used at the time of the *loss* and is rendered unsuitable for the purpose for which it was being used and for which a claim is payable under this section.

15. New Caravan Option

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

16. Personal Effects, Clothing and Domestic Utensils

We will also pay for *accidental loss* to personal effects, clothing and domestic utensils in the caravan, that belong to *you* or a member of *your* family that live with *you*. The maximum amount payable will be \$1,000.

OPTIONAL ADDITIONAL BENEFIT

Only available where *your vehicle* is insured comprehensively.

17. Hire Vehicle Extension

If *you* have paid for this extension and it is shown on the *schedule*, and *your vehicle* is damaged in an *accident* (not including windscreen damage), we will arrange access to a hire vehicle for *you*:

- a. while *your vehicle* is being repaired; or
- b. if *your vehicle* is a total loss, until *you* receive payment or 3 days after we send payment, whichever is earlier.

You must pay *our* hire vehicle provider 1/3 of the daily hire amount as well as the full amount of any deposit, and for fuel and extras. We will pay 2/3 of the daily hire amount for a maximum period of 14 days.

If *your vehicle* is stolen we will arrange access to a hire vehicle for *you*. The hire vehicle is available for 14 days or until *your vehicle* is recovered in a roadworthy condition, whichever occurs first. *You* must pay *our* hire vehicle provider 1/3 of the daily hire amount as well as the full amount of any deposit, and for fuel and extras. We will pay 2/3 of the daily hire amount for a maximum period of 14 days.

EXCLUSIONS

We will not pay for

1. any excess

You must contribute the amount(s) shown on the *schedule* under the heading "Excesses" as the first amount of any claim. There are various excesses that may show on the *schedule*. These are:

Standard excess

This excess applies to each and every claim.

Imposed excess

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

International excess

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

Unnamed Driver excess

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

Voluntary excess

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

New Driver excess

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

Underage excess

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

Special excess

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

All excesses are cumulative.

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

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

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

Where a single event causes *loss* to property or items insured by *you* with *us* under more than one insurance policy, only one policy excess shall apply. The amount of the excess shall be the highest excess that *we* could apply under any of the policies affected.

2. we will not pay for:

- a. loss of use or consequential loss, depreciation, wear and tear, corrosion, existing defects or damage;
- b. breakdown, failure or breakage of:
 - i. any component or accessory; or
 - ii. the engine, transmission, mechanical, electrical or electronic systems, or
 - iii. any loss which their failure may cause to the rest of these systems;
- c. *we* will not cover any *loss* or damage to *your vehicle* (including damage to the engine or fuel system in *your vehicle*) caused by the incorrect type of fuel being used.
- d. damage to tyres by application of brakes or by punctures, cuts or bursts, or bursting unless the *vehicle* suffers other *loss* in an *accident*, or the damage is deliberate and is caused by a person not insured by this policy;
- e. damage to any caravan which has been unoccupied or unattended for more than 30 days unless it is in a supervised caravan park;
- f. any amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recovered but for:
 - a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or
 - b. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.but this doesn't reduce or limit *your* cover under the Personal Injury benefit contained in the Private Motor cover, or the Medical Payments benefit contained in the Pleasurecraft cover, if Private Motor cover or Pleasurecraft cover is shown on the *schedule*.
- g. *your* liability arising directly or indirectly from any fire *you* lit intentionally that did not comply with the Fire and Emergency Act 2017 or any other statutory or local body requirement governing the lighting of fires.

3. **losses when *your vehicle* is being:**
 - a. used other than in accordance with the description of use;
 - b. used for hire or carrying of fare paying passengers;
 - c. used anywhere for (or being tested in preparation for) racing of any kind, pace-making, trials, tests, demonstrations, race track driver training, or race track *vehicle* handling lessons (or similar events) whether organised or not;
 - d. driven on a racetrack whether sealed or not and whether in the presence of other *vehicles* or not.
4. **losses when *your vehicle* is being used or driven by any person who:**
 - a. does not have a licence which is in full force and effect to drive *your vehicle* at the time and place of the *accident*; or
 - b. is not complying with the conditions of his/her licence; or
 - c. is excluded from the policy cover.
5. **losses when *your vehicle* is being used or driven by any person who:**
 - a. at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor or a drug or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law.
 If *your vehicle* is being used or driven by a person who at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor, cover will still apply if *you* can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law.

 It will be assumed that the proportion of alcohol in the blood or breath at the time of the *accident* was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the *accident*.
 - b. following an *accident* giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the *accident* when it is an offence to do so.
6. **losses that arise from *your vehicle* being in an unsafe or damaged condition:**
 unless *you* can prove that such condition did not cause or contribute to the *loss*. Cover will still apply if *you* can prove that *you* and the driver were unaware of such condition and had taken all reasonable steps to maintain *your vehicle* in a safe condition.
7. **any *loss, damage or liability* arising from:**
 - i. any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by *you* or any other person entitled to cover under this policy; or
 - ii. any criminal activity involving, any vehicle insured under this policy unless *you* establish that *you* did not have reason to suspect that criminal activity was taking place.

SECTION CONDITIONS

These conditions give *you* information about *your* and *our* obligations arising from this policy.

1. **Care of Motor Vehicle**

You must take all reasonable steps to prevent *loss* and maintain *your vehicle* in good repair. We shall always have the right to examine *your vehicle*.

2. **Claims**

If we pay the *market value* then the cover is finished and no *premium* is refundable. We may keep whatever is left or recovered of the *vehicle*.

3. **Modifications**

You must tell *us* of any modifications which have been made to the manufacturers standard specifications for *your vehicle*.

VARIATIONS TO THE COVER

This policy sets out the standard cover for *your vehicle*. The cover may be varied by one or more of the following clauses being applied. The *schedule* will indicate which clauses if any apply and will note any other variations to the cover.

Sum Insured Limit

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

Named Driver Warranty

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

Excluded Driver Warranty

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

Compulsory Named Driver Warranty

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

Excluding Under 25 Year Old Drivers

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

PRIVACY ACT AND THE INSURANCE CLAIMS REGISTER (ICR)

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

This policy is issued to *you* on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. *You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

