

NZI / NZbrokers Home Policy



CONTENTS

INTRODUCTION	2
INSURANCE AGREEMENT	2
SECTION ONE – COVER FOR YOUR HOME	3
SECTION ONE – AUTOMATIC ADDITIONAL BENEFITS	7
SECTION ONE – OPTIONAL ADDITIONAL BENEFITS	13
SECTION TWO – YOUR LEGAL LIABILITY	14
POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY	15
HOW TO CLAIM	17
POLICY CONDITIONS	18
DEFINITIONS	21

INTRODUCTION

ABOUT THIS POLICY

Your policy consists of:

1. this policy document, and
2. the **schedule**, and
3. any addendum, endorsement or warranty that **we** apply.

YOUR DUTY OF DISCLOSURE

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. whether to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

You also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** breach this duty, **we** may treat this policy as being of no effect and to have never existed. Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

CHANGING YOUR MIND

If **you** are not happy with this policy, **you** can change **your** mind, provided **you** tell **us** within 30 days of the date this policy started. **We** will treat **your** policy as being of no effect and to have never existed and refund in full any premium **you** have paid. This does not apply if a claim has been made.

EXAMPLES

We have sometimes used examples and comments to make the parts of this policy document easier to understand. These examples and comments, which are printed in *italics*, do not affect or limit the meaning of the section they refer to.

HEADINGS

The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document.

DEFINED WORDS

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'DEFINITIONS'.

INSURANCE AGREEMENT

OUR AGREEMENT

You agree to pay **us** the premium. In exchange, and in reliance on the information provided in the **application**, **we** agree to cover **you** as set out in this policy document.

SECTION ONE – COVER FOR YOUR HOME

WHAT YOU ARE COVERED FOR **You** are covered for sudden and **accidental loss** to the **home** that occurs during the **period of cover**.

WHAT YOU ARE NOT COVERED FOR

48 HOUR RESTRICTION

You are not covered for **loss** that occurs during the first 48 hours of this policy, caused by storm, flood or landslip. This only applies when **you** first take the policy out with **us**.

However, this restriction does not apply where this policy:

1. started immediately following another policy that also insured the same property against the risks of storm, flood and landslip, or
2. was taken out at the time **you** purchased the **home**.

LOSS CAUSED BY

You are not covered for **loss** to the **home** caused by:

1. structural additions or structural alterations, unless:
 - (a) **we** have been notified of the additions or alterations beforehand and **we** have agreed in writing to cover this, or
 - (b) cover is provided under the 'New Building Work' Automatic Additional Benefit, or
2. water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
 - (a) **you**, or
 - (b) any other person who is acting on **your** authority, or
3. insects, rodents or vermin (other than possums), or
4. hydrostatic pressure to swimming pools and spa pools, unless the **loss** is as a result of earthquake, storm or flood, or
5. **natural disaster**, unless cover is provided under the 'Natural Disaster Cover' Automatic Additional Benefit.

However exclusions 3. and 4. apply only to the property directly affected. They do not apply to resultant sudden and **accidental loss** to other parts of the **home**.

TYPES OF LOSS NOT COVERED

You are not covered for:

1. repairing or replacing floor coverings that are not in the room(s) where the **loss** happened, unless cover is provided under the 'Matching Carpet' Optional Additional Benefit, or
2. **loss** to fuses, protective devices or lighting or heating elements caused by electricity, or
3. **loss**, cost or expense arising from any fault, defect, error or omission in:
 - (a) design, plan or specification, or
 - (b) workmanship, construction or materials.

However, exclusion 3. applies only to the property directly affected. It does not apply to resultant sudden and **accidental loss** to other parts of the property, or

4. the breakdown, failure or wearing out of any mechanical or electrical equipment or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

GRADUAL DAMAGE

You are not covered for:

1. wear and tear, depreciation, corrosion or rust, or
2. rot, mould or mildew, or
3. gradual deterioration, unless cover is provided under the 'Hidden Gradual Damage' Automatic Additional Benefit.

INTENTIONAL ACTS NOT COVERED

You are not covered for **loss** that is intentionally caused by any:

1. tenant, or
2. guest of a tenant, or
3. person who occupies the **home**,

except where the **loss** is:

- (a) the result of fire or explosion, provided the fire or explosion was not intentionally caused by **you** or **your partner**, or
- (b) covered under the 'Methamphetamine Contamination' Automatic Additional Benefit, or the 'Landlord's Protection' Optional Additional Benefit.

IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY below.

WHAT WE WILL PAY

THE MOST WE WILL PAY

HOME SUM INSURED

1. The most **we** will pay for **loss** to the **home** exclusive of **special features** for any **event** that occurs during the **period of cover** is the **home sum insured**. This includes:
 - (a) Compliance Costs,
 - (b) Professional and Other Fees,
 - (c) Demolition and Removal Costs,
 - (d) All Automatic and Optional Additional Benefits unless stated otherwise.
2. However, within the **home sum insured**, the most **we** will pay in total for any **event** that occurs during the **period of cover** for **loss** to:
 - (a) all retaining walls is \$75,000, and
 - (b) all **recreational features** is \$75,000,
 unless an increased limit is shown in the **schedule**, in which case that increased limit is the most **we** will pay for the respective property, and:
 - (c) any bridge, culvert, permanent ford or dam is \$20,000, and
 - (d) any well or bore hole including its pump, lining or casing is \$25,000, and
 - (e) any private utility plant and associated equipment, including, but not limited to, wind or water mills, or diesel generators is \$10,000,
 unless it is shown in the **schedule** as a **special feature** with a corresponding **special feature sum insured**.

SPECIAL FEATURE SUM INSURED

3. The most **we** will pay for **loss** to any **special feature** for any **event** that occurs during the **period of cover** is its **special feature sum insured**. This includes:
 - (a) Compliance Costs,
 - (b) Professional and Other Fees,
 - (c) Demolition and Removal Costs.

TOTAL SUM INSURED

4. The most **we** will pay for **loss** under 'Section One – Cover for your Home' in total for any **event** that occurs during the **period of cover** is the **total sum insured**. This includes:
 - (a) the **home sum insured**,
 - (b) any **special feature sums insured**,
 - (c) all Automatic and Optional Additional Benefits unless stated otherwise.

REDUCTION OF SUMS INSURED

5. Following **loss** to the **home** or any **special feature** for which a claim is payable under this policy or under the **EQC Act**, the **total sum insured** and the relevant sum insured or policy limit are reduced from the time of the **loss** by the amount required to repair the **loss**.
For example, if a retaining wall suffers loss, the total sum insured and the home sum insured and the retaining wall limit are each reduced by the amount of that loss.

6. If, at the commencement of the current **period of cover**, the **home** or any **special feature** has any pre-existing **loss** that was covered:
 - (a) in a previous **period of cover**, or
 - (b) under any other policy, or
 - (c) under the **EQC Act**,and such **loss** remains unrepaired at the start of the current **period of cover**, the **total sum insured** and the relevant sum insured or policy limit are reduced from the start of this **period of cover** by the amount required to repair that pre-existing **loss**.

REINSTATEMENT OF SUMS INSURED

7. When, and to the extent that any payment is applied to repair the **home** or any **special feature**, the **total sum insured** and the relevant sum insured or policy limit that were reduced by 'Reduction of Sums Insured' above are reinstated.

IF YOUR HOME IS ECONOMIC TO REPAIR

If, in **our** opinion, it is economic to repair the **loss** to the **home**, **we** may choose to pay **you**:

1. the reasonable cost **you** incur to repair the part of the **home** that suffered the **loss**, or
2. **our** estimate of the reasonable cost **you** would incur to repair the part of the **home** that suffered the **loss**.

IF YOUR HOME IS UNECONOMIC TO REPAIR

1. If, in **our** opinion, it is uneconomic to repair the **loss** to the **home**, **you** may choose one of the following:
 - (a) Rebuild on the same site: **We** will pay **you** the reasonable cost **you** incur to rebuild the part of the **home** that suffered the **loss** to an equivalent size and specification on its original site, or
 - (b) Rebuild on another site: **We** will pay **you** the reasonable cost **you** incur to rebuild the part of the **home** that suffered the **loss** to an equivalent size and specification on another site that **you** provide anywhere in New Zealand. The cost must not be greater than **our** estimate of the reasonable cost of rebuilding the part of the **home** that suffered the **loss** on its original site less Demolition and Removal Costs incurred, or
 - (c) Buy another home: **We** will pay **you** the reasonable cost **you** incur to buy another home anywhere in New Zealand, including reasonable and necessary legal and associated fees. However, **we** will not pay more than **our** estimate of the reasonable cost that would have been payable if the part of the **home** that suffered the **loss** had been rebuilt within a reasonable timeframe on the original site less Demolition and Removal Costs incurred. Compliance Costs, and Professional and Other Fees are not included in the estimated rebuilding costs as these are only incurred when rebuilding occurs, or
 - (d) Accept a cash payment with **our** consent: At **our** sole discretion, **we** will pay **you our** estimate of the reasonable cost **you** would incur to rebuild the part of the **home** that suffered the **loss** less Demolition and Removal Costs incurred. Compliance Costs, and Professional and Other Fees are not included in the estimated rebuilding cost as these are only incurred when rebuilding occurs.
2. If, in **our** opinion, it is uneconomic to repair the **loss** to the **home**, and **you** sell the **home** before the rebuilding begins, the most **we** will pay is the lesser of:
 - (a) the **total sum insured**, and
 - (b) the difference between the market value of the **home** immediately before and immediately after the **loss**, plus Demolition and Removal Costs **we** determine are necessary,less any costs covered under this policy which have been met by **us** up to the date on which the sale settles.

SETTLEMENT OF YOUR LOSS

The following clauses are subject to the provisions outlined above in 'What We Will Pay – The Most We Will Pay'.

STANDARD OF REPAIR OR REBUILD

We will pay the reasonable cost to repair or rebuild the part of the **home** that suffered the **loss** to a condition as similar as possible to when it was new, using current industry accepted building materials and construction methods.

We will not pay for:

1. additional materials, work and expense required solely to comply with government or local authority bylaws and regulations, unless covered under 'Compliance Costs' below, or
2. design, engineers', surveyors' and building consultants' fees, and consents and other associated legal fees, unless covered under 'Professional and Other Fees' below.

COMPLIANCE COSTS

1. If **you** are repairing or rebuilding the **home**, **we** will also include the reasonable costs of additional materials, work and expense required solely to comply with Government or local authority bylaws and regulations. **We** will only pay these costs of compliance:
 - (a) if the **home** complied with all requirements that existed at the time it was originally built and at the time of any alteration, and
 - (b) for the part of the **home** that has suffered **loss** covered under this policy.
2. **We** will not pay any costs of compliance if notice of non-compliance had already been served before the **loss** occurred.
3. These costs are not payable when **you** buy another home or accept a cash payment as settlement of **your** claim, as described in 1. (c) or 1. (d) of 'If your Home is Uneconomic to Repair' above.

PROFESSIONAL AND OTHER FEES

1. If **you** are repairing or rebuilding the part of the **home** that suffered the **loss**, **we** will also include the reasonable costs of:
 - (a) design, engineer's, surveyor's and building consultant's fees, and
 - (b) consents and associated legal fees.
2. These costs must be necessary to repair or rebuild the part of the **home** that has suffered **loss**, and approved by **us** before they are incurred.
3. These costs are not payable when **you** buy another home or accept a cash payment as settlement of **your** claim, as described in 1. (c) or 1. (d) of 'If your Home is Uneconomic to Repair' above.

DEMOLITION AND REMOVAL COSTS

1. If **we** accept a claim for **loss** to the **home**, **we** will also pay the reasonable costs of:
 - (a) demolition of the part of the **home** that suffered the **loss**, and removal of debris associated with that and necessary to effect the repair or rebuild of that **loss**, and
 - (b) removing **your** household contents when this is required to enable the **home** to be repaired or rebuilt, but not the cost of storing them or returning them to the **home**.
2. These costs must be necessary and approved by **us** before they are incurred.
3. If **we** pay to demolish any part of the **home**, this gives **us** the choice to take the debris and dispose of it as **we** see fit and retain any salvage obtained.

COSTS NOT COVERED

We will not pay for any costs that are incurred for:

1. any part of the **home** that has not suffered **loss** unless this is necessary to repair or rebuild the **loss** covered, or
2. stabilising, supporting or restoring land, earth or fill, or
3. anyone **you** engage to prepare, advise on, or negotiate a claim made under this policy.

We will not pay these costs. You will have to meet these.

SECTION ONE – AUTOMATIC ADDITIONAL BENEFITS

These benefits are subject to the terms of this policy, except where the terms are varied in the benefit. The amounts shown in these benefits are included in the **total sum insured**, unless expressly stated that it is an additional payment.

ADJACENT PROPERTY

If the **home** suffers **accidental loss** covered under this policy caused by fire, and the **loss** extends to any wall, retaining wall, fence, gate, pipe, cable or driveway jointly owned by **you** and an adjacent property owner, **we** will pay the cost **you** must pay to repair any damaged portion.

ALTERNATIVE ACCOMMODATION

This policy is extended to cover the reasonable additional cost of temporary alternative accommodation (of a similar standard to the **home**) for **you**, any family member who permanently resides with **you**, and **your** domestic pets, if:

1. the **home** cannot be lived in due to **loss** or **contamination damage** to the **home**, or
2. the **home** can be lived in but a government or local authority order requires **you** to evacuate because of impending damage,

that occurs during the **period of cover** where the **loss, contamination damage**, or impending damage:

- (a) is covered under this policy, or
- (b) would have been covered under this policy, but is covered under the **EQC Act** instead.

Cover under this benefit ends on the earlier of the date on which:

- (i) **we** settle **your** claim for **loss** or **contamination damage**, or
- (ii) **we** have paid **you** for a maximum of:
 1. 18 months if the **loss** is the result of the **accidental** spread of fire or explosion, or
 2. 12 months for all other **losses** including **contamination damage**, or
- (iii) the evacuation order is lifted. However, cover may continue if the impending damage has caused **loss** to the **home** that leaves it unliveable.

Where **we** have settled **your** claim for **loss** or **contamination damage** by payment of **our** estimate of the cost **you** would incur to repair or **remediate**, **we** will cover the cost of temporary alternative accommodation for the reasonable estimated period that it would take to repair or **remediate** the part of the **home** that suffered the **loss** or **contamination damage**.

The most **we** will pay for each residential dwelling shown in the **schedule** as covered under this policy is:

- (a) \$50,000 if the **loss** is the result of the **accidental** spread of fire or explosion, for any **event**, or
- (b) \$30,000 for all other **losses**, including **contamination damage**, for any **event** or **contamination claim**.

If **you** have alternative accommodation cover under any other policy with **us**, the most **we** will pay for any **event** or **contamination claim** for each residential dwelling under all policies in total is the highest applicable limit for its corresponding payment period.

We will pay these costs in addition to the **total sum insured**.

BREAKAGE EXTENSION

An **excess** of \$250 applies to a claim that is solely for sudden and **accidental** breakage of:

1. glass in any:
 - (a) window, or
 - (b) door, or
 - (c) screen,of the **home**, or
2. any sink, bath, wash basin, toilet bowl, shower cabinet, bidet, fixed glass lampshade, permanently fixed mirror or glass in built-in furniture in the **home**.

ELECTRONIC DATA AND PROGRAMS

This policy is extended to cover the reasonable cost of restoring, re-setting or re-programming programs, software and other coded instructions necessary to operate any electronic equipment covered under this policy as part of the **home** where that electronic equipment has suffered **loss** covered under this policy.

You are not covered for loss of any data stored on any of that electronic equipment.

HIDDEN GRADUAL DAMAGE

This policy is extended to cover:

1. **hidden gradual damage** to the **home** or the **landlord's contents** that **you** discover during the **period of cover**, and
2. any other part of the **home** or the **landlord's contents** that is not directly affected but must be removed, damaged or destroyed to locate the cause of the **hidden gradual damage**, provided **we** have first given **our** permission.

The most **we** will pay during the **period of cover** is \$5,000.

KEYS AND LOCKS

If any key (including electronic keys or swipe cards or any equivalent device) or combination that gives access to:

1. the **home**, or
2. any safe or strongroom in the **home**,

is lost, damaged, stolen or believed on reasonable grounds to have been duplicated without **your** permission during the **period of cover**, **we** will pay the cost of:

- (a) replacing any key to the **home** and altering or replacing the locks they were for, or
- (b) opening any safe or strongroom.

The most **we** will pay during the **annual period** is \$2,000.

If **you** have keys and locks cover under any other policy with **us**, the most **we** will pay for any **event** under all policies in total is the highest applicable limit.

The **excess** does not apply to this benefit.

LANDLORD'S CONTENTS

This policy is extended to cover sudden and **accidental loss** to **landlord's contents** that are:

1. at the **home**, or
2. temporarily removed for the purpose of restoration, renovation or repair by a professional contractor or tradesperson for a period not exceeding 60 days,

during the **period of cover** while the **home** is a rental property and this is shown in the **schedule**.

We will at **our** option pay the:

- (a) **present value** of the **loss**, or
- (b) cost to repair the item as near as possible to the same condition it was in immediately before the **loss** occurred.

The most **we** will pay for any **event** is \$10,000.

We will pay these costs in addition to the **total sum insured**.

LANDSCAPING

This policy is extended to cover the reasonable cost to restore or reconstruct the garden (including trees, shrubs, plants and hedges) or lawn within the residential boundaries of the **home**, provided the garden or lawn was damaged or destroyed:

1. by an **event** that is covered under this policy, and the **home** was damaged by the same **event**, or
2. as a result of repairing or rebuilding the **home** following an **event** covered under this policy.

The most **we** will pay for any **event** is \$10,000.

We will pay these costs in addition to the **total sum insured**.

LOSS OF RENT

If the **home** is a residential rental property that:

1. is rented to a tenant and this is shown in the **schedule**, or
2. was rented to a tenant within 90 days prior to the date of the **loss** or **contamination damage**,

this policy is extended to cover the amount of any rent **you** have lost, if:

- (a) the **home** cannot be lived in due to **loss** or **contamination damage** to the **home**, or
- (b) the **home** can be lived in but cannot be tenanted because a government or local authority has ordered an evacuation due to impending damage,

that occurs during the **period of cover** where the **loss**, **contamination damage**, or impending damage:

- (i) is covered under this policy, or
- (ii) would have been covered under this policy, but is covered under the **EQC Act** instead.

Cover under this benefit ends on the earlier of the date on which:

1. **we** settle **your** claim for **loss** or **contamination damage**, or
2. **we** have paid **you** for a maximum of:
 - (a) 18 months if the **loss** is the result of the **accidental** spread of fire or explosion, or
 - (b) 12 months for all other **losses** including **contamination damage**, or
3. the evacuation order is lifted. However, cover may continue if the impending damage has caused **loss** to the **home** that leaves it unliveable.

Where **we** have settled **your** claim for **loss** or **contamination damage** by payment of **our** estimate of the cost **you** would incur to repair or **remediate**, **we** will cover the amount of rent lost for the reasonable estimated period that it would take to repair or **remediate** the part of the **home** that suffered the **loss** or **contamination damage**.

The most **we** will pay for each residential dwelling shown in the **schedule** as covered under this policy is:

- (i) \$50,000 if the **loss** is the result of the **accidental** spread of fire or explosion, for any **event**, or
- (ii) \$30,000 for all other **losses**, including **contamination damage**, for any **event** or **contamination claim**.

If **you** have loss of rent cover under the 'Landlord's Protection' Optional Additional Benefit or under any other policy with **us**, the most **we** will pay for any **event** or **contamination claim** for each residential dwelling under all policies in total is the highest applicable limit.

We will pay these costs in addition to the **total sum insured**.

METHAMPHETAMINE CONTAMINATION

This policy is extended to cover **contamination damage** to:

1. the **home**, and
2. **landlord's contents** at the **home**,

that first occurs and that **you** discover during the **period of cover**, subject to the following:

There is no cover for any **contamination damage** where any contamination existed or occurred prior to the current **period of cover** unless the pre-existing contamination was disclosed to and accepted by **us** in writing. If **you** have insured the **home** with **us** (or any other brand underwritten by IAG New Zealand Limited) continuously since the earlier period when the **contamination damage** first occurred, **we** will waive the requirement for the **contamination damage** to have first occurred during the current **period of cover**.

DAMAGE BY YOU AND CERTAIN OTHERS NOT COVERED

You are not covered for any **contamination damage** that is caused or contributed to, directly or indirectly, by or in connection with **you**, or **your partner**, or any member of **your** or their family.

For the purposes of this exclusion, **you** includes any trustee or beneficiary of the trust if the **home** is owned by the trust, or any director or shareholder of the company if the **home** is owned by the company, or any unit title holder.

WHERE YOU DO NOT LIVE IN THE HOME

Where the **contamination damage** occurs in connection with any tenancy or occupancy of:

1. more than 90 days, there is no cover unless **you**, or the person who manages the tenancy on **your** behalf, have fully met the 'Landlord's Obligations' under the 'Policy Conditions' section, or
2. 90 days or less, there is no cover unless the **contamination damage** was caused by an **accidental incident** in connection with the manufacture, distribution or storage (but only where the storage is in connection with supply or distribution) of **methamphetamine** at the **home**.

WHAT WE WILL PAY

1. Where there is cover under this benefit, **we** will:
 - (a) reimburse **you** for the reasonable costs **you** have incurred during the **period of cover** for testing, provided the testing:
 - (i) is carried out in accordance with New Zealand Standard NZS 8510 or by an operator approved by **us**, and
 - (ii) confirms **contamination damage** to the **home**, and

- (b) pay to **remediate** the part of the **home** that suffered **contamination damage** subject to the provisions below.

Please note, the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination and will not restore the home to its condition when it was new.

2. **We** may choose to pay **you**:
 - (a) the reasonable cost **you** incur to **remediate** the part of the **home** that suffered the **contamination damage**, or
 - (b) **our** estimate of the reasonable cost **you** would incur to **remediate** the part of the **home** that suffered the **contamination damage**.
3. The most **we** will pay for any **contamination claim** for each residential dwelling shown in the **schedule** as covered under this policy is \$50,000.
4. An **excess** of \$2,500 or the **excess** shown in the **schedule**, whichever is greater, will apply to any **contamination claim** for each residential dwelling shown in the **schedule** as covered under this policy.

NATURAL DISASTER COVER

This policy is extended to cover sudden and **accidental loss** to the **home** that occurs during the **period of cover** caused by **natural disaster**, subject to the following:

WHERE EQC COVER APPLIES

1. If that **loss** is covered under the **EQC Act**, or would have been but for:
 - (a) the application of an excess under the **EQC Act**, or
 - (b) a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**, or
 - (c) a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever, or
 - (d) any act or omission on **your** part, the part of **your** agent, or the part of the Earthquake Commission,

and the cost to repair or rebuild the part of the **home** that suffered the **loss** exceeds **your** maximum entitlement available, (or that would have been available but for the reasons in 1. (a) to (d) above), for that **loss** under the **EQC Act** (plus the excess under that Act), **we** will pay the difference between that maximum entitlement (plus that excess) and the cost to repair or rebuild the part of the **home** that suffered the **loss**.

2. The most **we** will pay under this benefit for any **event** is the difference between that maximum entitlement (plus the excess) under the **EQC Act** and the **total sum insured**.

WHERE NO EQC COVER APPLIES

3. Where **your** claim for **loss** to the **home** under this benefit is for, or includes, any part of the **home** that is not covered under the **EQC Act** then the **excess** will be the higher of:
 - (a) \$5,000, or
 - (b) the **excess** otherwise applicable to the claim under this policy.

Some examples of parts of the home not covered under the EQC Act are:

- *gate or fence,*
- *driveway,*
- *patio, path, paving, tennis court or other artificial surface,*
- *swimming pool or spa pool.*

NEW BUILDING WORK

WHAT IS COVERED

This policy is extended to cover sudden and **accidental loss** that occurs during the **period of cover** to:

1. any new structure being built within the residential boundaries of the **home** if **you** own it (or if **you** are responsible for it while it is being built), provided it will be covered under this policy when complete, and
2. any materials within the residential boundaries of the **home** that are to be included in the new structure, but only if the **loss** was caused by:
 - (a) fire, explosion or lightning, or
 - (b) storm or flood, but not exposure to normal weather conditions, or

- (c) riot or labour disturbance, or
- (d) aircraft or other aerial or spatial device, or articles dropped from them, or
- (e) impact by any **motor vehicle** or animal.

WHAT IS NOT COVERED

We do not cover any structure:

- (i) where the expected value of the completed work, or the price of the contract including materials, is more than \$25,000, or
- (ii) that involves alteration to any part of the existing **home**, or
- (iii) that involves excavation more than 1 metre deep, or
- (iv) that has not been granted a Building Consent or similar if one is required.

WHAT WE WILL PAY

The most **we** will pay during an **annual period** is \$25,000.

POST-EVENT INFLATION PROTECTION

We may, at **our** sole discretion, increase the cover available under this policy if:

1. a **natural disaster**, flood or storm has occurred in the vicinity of the **home** causing widespread **loss** and, as a direct result of this widespread **loss**, building costs have increased due to a statistically significant increase in demand in **our** opinion, and
2. the **home** has suffered sudden and **accidental loss** that is covered under this policy and **your** claim in respect of that **loss** is settled on the basis of an actual repair or rebuild of the **home**, and
3. the actual cost to repair or rebuild:
 - (a) the **home** is higher than the **home sum insured**, or
 - (b) any retaining wall or **recreational feature** is higher than its corresponding limit shown in this policy, or
 - (c) any **special feature** is higher than its corresponding **special feature sums insured**, solely due to the increase in building costs described in paragraph 1. above.

The most **we** will pay, in total, for all increases in cover is the amount calculated by applying the percentage of the statistically significant increase in demand to the:

- (i) **home sum insured**, and
- (ii) corresponding limit for any retaining wall or **recreational feature** shown in this policy, and
- (iii) **special feature sums insured**,

up to a maximum of 10% more than those respective sums insured or limits.

However, under no circumstances will **we** pay more than an additional 10% of the **home sum insured** in the combined total for (i) and (ii) under this clause.

For example:

An earthquake causes damage to a large number of homes in your town and substantially damages the home. As a result of all of the homes needing to be repaired/rebuilt, the cost of building materials and labour increases sharply. If your total sum insured of \$500,000 is no longer adequate because of the increased costs, we may pay up to \$550,000 to rebuild or repair the home and any retaining walls or recreational features.

SAFETY MARGIN

If the **home** suffers sudden and **accidental loss** that is covered under this policy and in **our** opinion it is:

1. economic to repair the **loss** to the **home**, or
2. uneconomic to repair the **loss** to the **home**, and **you** choose to rebuild on the same site or another site, **we** will pay an additional amount as follows:
 - (a) if the actual covered cost to repair or rebuild the **home** is higher than the **home sum insured**, **we** will pay an additional amount of up to 10% of the **home sum insured**, or
 - (b) if the actual covered cost to repair or rebuild any retaining wall or **recreational feature**, is higher than its corresponding limit shown in this policy, **we** will pay an additional amount of up to 10% of the applicable limit, or

(c) if the actual covered cost to repair or rebuild any **special feature** is higher than its corresponding **special feature sum insured, we** will pay an additional amount of up to 10% of that **special feature sum insured**.

However, under no circumstances will **we** pay more than an additional amount of 10% of the **home sum insured** in the combined total for (a) and (b) under this clause.

This benefit does not apply:

1. to **loss** caused by **natural disaster**, flood or storm of any kind, and
2. if **you** choose either option (c) Buy another home or option (d) Accept a cash payment with **our** consent under 'What We Will Pay – If your Home is Uneconomic to Repair'.

You must review **your home sum insured, special feature sums insured** and retaining wall/**recreational features** limits when **you** extend or renovate the **home**.

Please also ensure you review your home sum insured, special feature sums insured and retaining wall/recreational features limits at each renewal.

SALE AND PURCHASE

Where a **loss** occurs after **you** have entered into a contract of sale and purchase of the **home**, the purchaser is covered under this policy for that **loss** up until the final settlement or until they take possession of the **home**, whichever happens first, as long as they:

1. meet all the same conditions of this policy that **you** must meet, and
2. have not otherwise insured the **home** at the time of the **loss**.

SECURITY SYSTEM

If the **home** is fitted with a professionally installed alarm or security system, and this is activated during a break in or attempted break in during the **period of cover** and there is evidence of this, **we** will pay the reasonable costs of any call out fee for attendance by a monitoring service to reset or reprogram it.

The most **we** will pay during the **period of cover** is \$500.

The **excess** does not apply to this benefit.

STRESS PAYMENT

If, in **our** opinion, it is uneconomic to repair the **loss** to the **home, we** will also pay **you** \$2,000 for the stress caused by the **loss**.

If **you** have stress payment cover under any other policy with **us**, the most **we** will pay for any **event** under all policies in total is the highest applicable limit.

We will pay these costs in addition to the **total sum insured**.

SUSTAINABILITY UPGRADE

If, in **our** opinion, it is uneconomic to repair the **loss** to the **home, we** will also pay up to \$20,000 to upgrade the **home** with **sustainable products**, provided:

1. **you** rebuild the **home** (on the same site or on another site), and
2. **you** occupy the **home** at the time of the **loss**, and
3. the **sustainable products** are approved by **us**.

We will pay these costs in addition to the **total sum insured**.

TEMPORARY REMOVAL OF FIXTURES AND FITTINGS

This policy is extended to cover the fixtures and fittings of the **home** which have been temporarily removed for the purpose of restoration, renovation or repair by a professional contractor or tradesperson for a period not exceeding 60 days.

TRAUMA COVER

If, during the **period of cover, you** suffer injuries at the **home** as the result of a fire, home invasion, burglary or theft, **we** will pay up to:

1. \$1,000 for professional counselling services, and
2. \$1,000 for temporary accommodation while security is improved.

TREE REMOVAL

If **loss** occurs to the **home** as a result of a tree or part of a tree falling and that **loss** is covered under this policy, **we** will also pay the reasonable costs incurred for the removal of that tree, including those parts that have not fallen.

We will not pay the cost to remove stumps from the ground or any costs where the tree was known to be unsound or unstable and needed to be removed.

The most **we** will pay for any **event** is \$2,000.

**WATER OR SEWAGE
PIPE BLOCKAGE**

We will pay the reasonable costs towards clearing a blockage in an underground water or sewage pipe, provided the blocked pipe is within the residential boundaries of the **home**.

This benefit only covers the costs of clearing the blockage, and the repair or reinstatement of any driveway, patio, path, paving, tennis court or other permanent structure which suffers damage directly arising from or in consequence of locating the blockage, and does not cover any other maintenance costs.

The most **we** will pay during an **annual period** is \$1,500.

The **excess** does not apply to this benefit.

SECTION ONE – OPTIONAL ADDITIONAL BENEFITS

The following benefits are Optional Additional Benefits. Cover applies only if **you** have purchased the particular benefit and it is shown in the **schedule**. These benefits are subject to the terms of this policy, except where the terms are varied in the benefit. The amounts payable under these benefits are included in the **total sum insured**, unless expressly stated that it is an additional payment.

**EXCESS-FREE BREAKAGE
EXTENSION**

No **excess** applies to a claim that is solely for sudden and **accidental** breakage of:

1. glass in any:
 - (a) window, or
 - (b) door, or
 - (c) screen,of the **home**, or
2. any sink, bath, wash basin, toilet bowl, shower cabinet, bidet, fixed glass lampshade, permanently fixed mirror or glass in built-in furniture in the **home**.

LANDLORD'S PROTECTION

This policy is extended to cover:

1. sudden and **accidental loss** that occurs during the **period of cover** to the **home** or the **landlord's contents**, caused by:
 - (a) an intentional act, or
 - (b) vandalism, or
 - (c) theft,by any:
 - (i) tenant, or
 - (ii) guest of a tenant, or
 - (iii) person who occupies the **home**.

For **loss** to **landlord's contents**, **we** will at **our** option pay the:

1. **present value** of the **loss**, or
2. cost to repair the item as near as possible to the same condition it was in immediately before the **loss** occurred.

The most **we** will pay for any **event** is \$30,000.

2. loss of rent where the tenant can legally stop paying rent under the tenancy agreement because of:
 - (a) prevention of access to, or
 - (b) failure of public utilities at,the **home** during the **period of cover**.

The most **we** will pay for any **event** is 6 weeks' rent.

3. loss of rent following the tenant vacating the **home** without giving the required notice during the **period of cover**.

The most **we** will pay for any **event** is 6 weeks' rent, less any amount recoverable by **you** from rent paid in advance.

4. loss of rent following eviction of the tenant for non-payment of rent during the **period of cover**.
The most **we** will pay for any **event** is 12 weeks' rent, less any amount recoverable by **you** from rent paid in advance.
 5. loss of rent if the **home** cannot be lived in as a result of any **loss** covered under 1. above.
The most **we** will pay for any **event** is 52 weeks' rent.
If **you** have loss of rent cover under the 'Loss of Rent' Automatic Additional Benefit or under any other policy with **us**, the most **we** will pay for any **event** for each residential dwelling under all policies in total is the highest applicable limit.
- No claim is payable unless all of the 'Landlord's Obligations' under the 'Policy Conditions' section have been met.

MATCHING CARPET

If **your** carpet suffers **loss** covered under this policy and in **our** opinion:

1. replacement is required, and
 2. a matching replacement cannot be obtained,
- we** will also pay the reasonable cost to replace identical carpet in other rooms of the **home**.

SECTION TWO – YOUR LEGAL LIABILITY

WHAT YOU ARE COVERED FOR

LEGAL LIABILITY

You are covered for **your** legal liability for:

1. **accidental loss** to someone else's property, or
 2. **bodily injury** to someone else,
- that occurs during the **period of cover** in New Zealand, caused by or through or in connection with **your** ownership of the **home** or its grounds, or the **landlord's contents**.

DEFENCE COSTS

You are also covered for defence costs, reasonably incurred by **you** with **our** approval, for liability arising under the items above.

REPARATION

You are covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of cover** in connection with **your** ownership of the **home** or its grounds, provided:

1. **you** tell **us** immediately if **you** are charged with any offence in connection with **your** ownership of the **home** or its grounds that resulted in **loss** of property or **bodily injury** to another person, and
2. **we** give **our** written approval before any offer of **reparation** is made.

There is no cover for any amounts that are covered under the Accident Compensation Act 2001 (the Act), or would be covered 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
- (b) the victim's decision, for whatever reason, not to claim any amount they would be entitled to claim under the Act, or
- (c) a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this clause should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

WHAT YOU ARE NOT COVERED FOR

You are not covered for:

1. liability connected in any way with:
 - (a) any business (other than renting the **home** as a residence), trade, profession or sponsorship, or
 - (b) any contract or agreement, unless **you** would have been liable even without a contract or agreement, or

- (c) the ownership or use of any **motor vehicle** (other than a domestic garden appliance), trailer, caravan, watercraft, or aircraft or other aerial device, or
 - (d) any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the **period of cover** and is caused by a sudden and **accidental event** that occurs during the **period of cover**.
2. punitive or exemplary damages or fines.

IMPORTANT: Please also read **POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY** below.

WHAT WE WILL PAY

LEGAL LIABILITY

The most **we** will pay for a claim under 'What You Are Covered For' 'Legal Liability' for any **event** is \$5,000,000.

This is in addition to the **total sum insured**.

DEFENCE COSTS

Defence Costs covered under this policy will be paid in addition to the **total sum insured** and Legal Liability limit (above).

SETTLEMENT OF ANY CLAIM

We may pay the full amount under this part of this policy, or any lesser amount for which the liability can be settled plus defence costs incurred, and this will meet all **our** obligations under this part of this policy.

POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

CONFISCATION

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with confiscation, nationalisation, requisition, acquisition or destruction of or damage to property by order of government or public or local authority or under any Act or Regulation, unless such order is required to prevent or control **loss** that would otherwise have been covered under this policy.

CONSEQUENTIAL LOSS

You are not covered for any kind of consequential loss other than as specifically provided for under the 'Alternative Accommodation' or 'Loss of Rent' Automatic Additional Benefits, or the 'Landlord's Protection' Optional Additional Benefit.

For example, you're not covered for financial loss that occurs as a result of physical loss or physical damage that is covered under the policy.

EARTH MOVEMENTS

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with:

1. subsidence or erosion, or
2. settling, warping or cracking caused by earth or other movements. This exclusion 2. does not apply to any **loss** covered under the 'Natural Disaster Cover' Automatic Additional Benefit.

ELECTRONIC DATA AND PROGRAMS

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever, including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion does not apply to:

1. physical damage to other covered property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded, and
2. any **loss** covered under the 'Electronic Data and Programs' or 'Keys and Locks' Automatic Additional Benefits.

EXCESS

For each **incident**, the relevant **excess** will be deducted from the amount of **your** claim unless stated otherwise under an Additional Benefit.

If **you** have multiple dwellings covered under this policy, the **excess** applies individually to each dwelling.

Where an **incident** occurs that results in a claim under more than one benefit (or sub-section of a benefit) of this policy, **we** will apply only the highest applicable **excess**.

If **we** also cover **your** contents, private motor vehicle or boat (insured at the same address) and **you** claim under multiple policies for **loss** caused by the same **incident**, only one excess will apply, being the highest of the individual policies.

The **excess** is deducted after any policy limits have been applied.

For example, if a limit of \$1,000 applies and an excess of \$400 is payable by you, the amount we will pay is \$600.

INTENTIONAL OR RECKLESS ACTS

You are not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by **you** or anyone else covered under this policy.

NUCLEAR

You are not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - (a) any nuclear fuel, or
 - (b) any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

SANCTIONS

You are not covered for any loss, damage, cost, expense, prosecution or liability to the extent that the provision of such cover or the payment of such claim would contravene any:

1. sanction, prohibition or restriction under any United Nations resolution, or
2. trade or economic sanctions, laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America or the European Union.

TERRORISM

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

UNLAWFUL SUBSTANCES

You are not covered for any loss, damage, cost, expense, prosecution or liability in connection with the presence at the **home** of any 'controlled drug' as defined in the Misuse of Drugs Act 1975.

However, this exclusion does not apply to:

1. cover under the 'Alternative Accommodation', 'Loss of Rent' or 'Methamphetamine Contamination' Automatic Additional Benefits, or the 'Landlord's Protection' Optional Additional Benefit, or
2. **loss** caused by the **accidental** spread of fire or explosion, or
3. liability for **accidental loss** to someone else's property as a result of **your** being a residential landlord and caused by, through or in connection with **your** ownership of the **home** or **landlord's contents**, provided **you**, or the person who manages the tenancy on **your** behalf, have:
 - (a) fully met the 'Landlord's Obligations' under the 'Policy Conditions' section, and
 - (b) tested for the presence of **methamphetamine** before and after each tenancy of the **home**, such testing having been completed in accordance with the New Zealand Standard NZS 8510 or by an operator approved by **us**, and such testing confirmed that **methamphetamine** contamination at the **home** does not exceed the **contamination level** for a **methamphetamine** manufacturing laboratory.

WAR

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, insurrection, rebellion, revolution, or military or usurped power.

HOW TO CLAIM

WHAT YOU MUST DO

If anything happens that may lead to a claim under this policy, **you** must:

1. do what **you** can to take care of the **home** and **landlord's contents** and to prevent any further loss, expense or liability, and
2. tell **us** as soon as possible, and
3. notify the police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **home** and **landlord's contents** before any repairs are started, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information, in connection with the claim, being:
 - (a) disclosed to **us**, and
 - (b) transferred to Insurance Claims Register Limited, and
8. not destroy or dispose of anything that is or could be part of a claim, and
9. tell **us** immediately if **you** are charged with any offence which resulted in **loss** of property or **bodily injury** to another person.

WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery, or
4. negotiate, offer to pay or pay any **reparation**, including, but not limited to, offers made as part of any case management conference or sentencing hearing.

ACTIONS WE MAY TAKE

We may take action in **your** name to:

1. negotiate, defend or settle any claim against **you** covered under this policy, and
2. recover from any other person anything covered under this policy.

You must assist **us** with these actions. **We** will be responsible for the reasonable legal costs of these actions.

POLICY CONDITIONS

BREACH OF ANY CONDITION	<p>If you, any other person we cover under this policy or anyone acting on your behalf breaches any of the conditions of this policy, we may decline:</p> <ol style="list-style-type: none"> 1. your claim, either in whole or in part, 2. any claim in connection with the same event that you make on any other policies you have with us.
DISHONEST OR FRAUDULENT	<p>If you, any other person we cover under this policy or anyone acting on your behalf commits a dishonest or fraudulent act or omission, we may treat either this policy or all insurance you have with us as if it no longer exists from the date of the dishonest or fraudulent act, or breach.</p>
TRUE STATEMENTS AND ANSWERS	<p>True statements and answers must be given (whether by you or any other person) in all communications with us, including, but not limited to, when:</p> <ol style="list-style-type: none"> 1. this insurance is applied for and renewed, and 2. we are notified about any change in circumstances, and 3. you make any claim under this policy.
ASSIGNMENT	<p>Except as outlined in 'Other Parties with a Financial Interest' below, you cannot otherwise transfer or assign any of your entitlements or benefits under this policy to any person or entity without our prior written consent.</p> <p>However, this restriction does not apply to the amount payable under 'If your Home is Uneconomic to Repair, 2.'</p>
CANCELLATION	<p>BY YOU</p> <p>You may cancel this policy at any time by notifying us. If you do, we will refund any premium that is due to you based on the unused portion of the period of cover.</p> <p>You must pay any outstanding premium due for the used portion of the period of cover.</p> <p>BY US</p> <p>We may cancel this policy at any time by giving you or your NZbrokers insurance broker notice in writing or by electronic means at your or your NZbrokers insurance broker's last known address. Unless otherwise specified in this policy, cancellation will take effect from 4pm on the 30th day after the date of the notice. We will refund you any premium that is due to you based on the unused portion of the period of cover.</p> <p>AUTOMATICALLY</p> <ol style="list-style-type: none"> 1. This policy will be automatically cancelled if you do not pay the premium when due. Cancellation will be effective from the date to which this policy was paid up to. 2. If, in our opinion, it is uneconomic to repair the loss to the home, this policy will be automatically cancelled from the date we pay your claim or the date on which rebuilding commences, whichever occurs first. We will not refund you any premium for the unused portion of the period of cover. <p><i>This means that you will need to make new insurance arrangements on any replacement home.</i></p>
CHANGE OF TERMS	<p>We may change the terms of this policy (including the excess) at any time by giving you or your NZbrokers insurance broker notice in writing or by electronic means at your or your NZbrokers insurance broker's last known address. Unless otherwise specified in this policy, the change in terms will take effect from 4pm on the 30th day after the date of the notice.</p>
CHANGES IN CIRCUMSTANCES	<p>You must notify us immediately if, after we have accepted your application for this policy, there is a material:</p> <ol style="list-style-type: none"> 1. increase in the risk covered, or 2. alteration in the risk covered. <p>We may change the terms of this policy in response to any material change in circumstances advised to us by you or anyone else. The change in terms will be effective from the date of change in circumstances.</p>

Information is 'material' where we would have made different decisions about either: (a) accepting your insurance, or (b) setting the terms of your insurance, including the premium and excess, if we had known that information. If in any doubt, notify us anyway.

The 'risk covered' refers to both: (a) the actual property or liabilities insured (known as physical hazard), and (b) you or other persons covered under this policy (known as moral hazard).

CURRENCY

Any amounts shown in this policy and in the **schedule** are in New Zealand Dollars.

GOODS AND SERVICES TAX (GST)

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

1. the **total sum insured, home sum insured, special feature sums insured**, limits for retaining walls and **recreational features** all exclude GST, and
2. all other policy limits and sub limits include GST, and
3. all **excesses** include GST, and
4. GST will be added, where applicable, to claim payments.

GOVERNING LAW AND JURISDICTION

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

JOINT INSURANCE

If this policy covers more than one person, then all persons are jointly covered.

This means that a breach of this policy by any one person affects everyone's ability to claim under this policy.

LANDLORD'S OBLIGATIONS

If the **home** is tenanted, **you**, or the person who manages the tenancy on **your** behalf, must:

1. exercise reasonable care in the selection of the tenant(s) by at least obtaining satisfactory identification and written or verbal references for each adult tenant; and when a reasonable landlord would consider it appropriate, also check their credit and Tenancy Tribunal history, and
2. keep written records of the pre-tenancy checks conducted for each adult tenant, and provide to **us** a copy of these if **we** request it, and
3. collect a total of 3 weeks' rent in any combination of rent in advance and bond that will be registered with Tenancy Services, and
4. complete an internal and external inspection of the **home** at a minimum of 3-monthly intervals and the relevant residential dwelling upon every change of tenant(s), and
5. keep photographs and a written record of the outcome of each inspection, and provide to **us** a copy of these if **we** request it, and
6. monitor rents on a weekly basis with written notification being sent to the tenant(s) whenever rent is 14 days in arrears, together with a personal visit to determine if the tenant(s) remains in residence, and
7. make application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986 if:
 - (a) the rent is 21 days in arrears, or
 - (b) **you** become aware of any illegal activity by the occupant(s) at the **home**, or
 - (c) intentional damage to the **home** is caused by the occupant(s).

If the **home** is provided to and occupied by **your** employee as part of their employment package with **you**, then obligations 3., 6. and 7.(a) do not apply.

See also 'Unlawful Substances' point 3.(b) in POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY above for an additional requirement in order to be covered for methamphetamine contamination-related liability as a landlord.

LEGISLATION CHANGES

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

OTHER INSURANCE

You must tell **us** if the **home** or **landlord's contents** become covered under any other insurance. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

**OTHER PARTIES WITH
A FINANCIAL INTEREST**

If **we** know of any financial interest over the **home**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest under this policy is not covered and does not have rights to claim under this policy.

REASONABLE CARE

You must take reasonable care at all times to avoid circumstances that could result in a claim.

Your claim will not be covered if **you** are reckless or grossly irresponsible.

VACANT HOMES

This policy is automatically suspended if **you** or a person authorised by **you** has not been living at the **home** for a period of more than 90 consecutive days.

This policy may be continued, if **you** tell **us** that no one will be living at the **home** and **we** agree that cover will continue. **We** may, at this time, change the terms of this policy.

However, if **you** previously lived in the **home** and **your** intention is to return to the **home** within 180 days, this condition will not apply provided **you** maintain it in a lived-in state by:

1. keeping the lawns mowed and gardens tidy, and
2. stopping regular mail and newspaper deliveries, and
3. a nominated person checking inside and outside the **home** at least once a week.

This policy will automatically start again as soon as **you**, or a person authorised by **you**, is living in the **home** again.

If **we** have the **home** recorded as a 'holiday home', this condition will not apply provided:

1. the **home** is inspected inside and outside by **you** or a nominated person at least every 90 days, and
2. the **home** and its grounds are adequately maintained, and
3. mail is cleared regularly, and
4. the water supply is turned off, and
5. all doors are locked, and all windows secured.

DEFINITIONS

The definitions apply to the plural and any derivatives of the words. *For example, the definition of 'accident' also applies to the words 'accidentally', 'accidental' and 'accidents.'*

accident	unexpected and unintended by you .
act of terrorism	<p>an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:</p> <ul style="list-style-type: none">• involves violence against one or more persons, or• involves damage to property, or• endangers life other than that of the person committing the action, or• creates a risk to health or safety of the public or a section of the public, or• is designed to interfere with or disrupt an electronic system.
annual period	<p>the period of cover. However, if the:</p> <ul style="list-style-type: none">• premium is paid monthly or quarterly, or• period of cover is for more than 12 months, <p>the annual period is the current 12-month period calculated consecutively from the date this policy first started.</p>
application	the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us .
bodily injury	the accidental death of, or accidental bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
computer virus	a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, 'Trojan horses', 'Worms' and 'Time or Logic bombs'.
contamination claim	contamination damage arising out of or attributable to an event or multiple events regardless of the number of acts, persons, tenancies, occupancies or incidents involved.
contamination damage	loss caused by methamphetamine contamination that exceeds the contamination level .
contamination level	the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.
electronic data	facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
EQC Act	Earthquake Commission Act 1993 or any Act in substitution of that Act.
event	any one or more occurrence of covered loss during the period of cover arising from one source or original cause or related causes.

excess	the first amount of the claim that you must pay, which is shown in either the schedule or in this policy wording.
hidden gradual damage	<p>hidden rot, hidden mould, hidden mildew or hidden gradual deterioration, caused by water leaking from any:</p> <ul style="list-style-type: none"> • internal tank, or • internal water pipe, or • internal waste disposal pipe, or • bath, shower, basin, sink, toilet, cistern or bidet, <p>installed at the home.</p>
home	<p>the residential dwelling(s) that you own at the situation shown in the schedule including any of the following used at all times solely for domestic purposes:</p> <ul style="list-style-type: none"> • outbuildings within the residential boundaries of the situation on which the residential dwelling(s) is situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter, • fixtures and fittings permanently attached to the residential dwelling(s) or any outbuildings included above. This includes: kitchen stove, hob or range hood, any other home appliance that is permanently wired, permanently plumbed or permanently built-in, • kitchen oven permanently attached or not, • fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or any outbuildings included above, • driveway of permanent construction that provides direct access to the residential dwelling(s) or any outbuildings included above, • patio, paths and paving of permanent construction, deck, steps, gate or fence, provided they are on or within the residential boundaries within which the residential dwelling(s) is situated, • walls including garden and retaining walls, • recreational features, • public utility services supplying the residential dwelling(s) or any outbuildings included above, including, but not limited to, power and telephone lines, data cables, supply and waste water pipes, • permanently sited water storage tank, septic tank or heating oil tank and its associated equipment (excluding its contents), • solar power and solar water heating systems. <p>It also includes any of the following at the situation shown in the schedule that you own primarily for domestic use and that may also be used for rural lifestyle purposes:</p> <ul style="list-style-type: none"> • outbuildings for the storage of: <ul style="list-style-type: none"> (a) tools, (b) animal feed, (c) uninstalled equipment, or (d) machinery and vehicles, • bridge, culvert, permanent ford or dam, • well or bore hole including its pump, lining or casing, • private utility plant and associated equipment, including, but not limited to, wind or water mills, or diesel generators. <p>It does not include any of the following unless it is shown in the schedule as a special feature with a corresponding special feature sum insured:</p> <ul style="list-style-type: none"> • wharf, pier, landing or jetty, • cable car and its associated equipment. <p>It does not include any of the following:</p> <ul style="list-style-type: none"> • any part of the home that is used for business or commercial purposes except where: <ul style="list-style-type: none"> (a) it is rented out as a residential property, or (b) it is used solely as a home office for clerical purposes by you or your tenant,

- any part of the home that is built for or used for farming or rural lifestyle purposes whether commercial or not, including, but not limited to, stables, barns or other farm buildings that provide animal shelter, or outbuildings that are solely used to store animal feed or machinery,
- any part of the home being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation, unless cover is provided under the 'New Building Work' Automatic Additional Benefit,
- gravel or shingle, including a gravel or shingle: driveway, path, patio or paving,
- loose floor covering including: mats, rugs or runners,
- temporary structure,
- fittings that are not permanently attached, including, but not limited to, curtains and blinds,
- appliances that are not permanently wired, permanently plumbed or permanently built-in other than a kitchen oven,
- household goods and personal effects, unless cover is provided under the 'Landlord's Contents' Automatic Additional Benefit,
- live plants including any: tree, shrub, hedge or grass other than the cover provided under the 'Landscaping' Automatic Additional Benefit,
- land, earth or fill,
- structure or property not at the situation shown in the **schedule**.

home sum insured	the amount shown in the schedule of the same name. This includes any increased policy limits for retaining walls and recreational features .
incident	something that happens at a particular point in time, at a particular place and in a particular way.
landlord's contents	<p>any of the following:</p> <ul style="list-style-type: none">• fixture or fitting including drapes and light fittings,• household goods, including, but not limited to, washing machines, dryers, refrigerators, freezers, dishwashers, heaters and furniture,• domestic garden appliances (including their parts and accessories), <p>that are owned by or hired to you (provided you are legally liable under the hire agreement), and provided by you for use by the tenant.</p> <p>It does not include any:</p> <ul style="list-style-type: none">• personal effects, or• livestock, domestic pet or other creature, or• fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the dwelling or its domestic outbuildings, or• watercraft or outboard motor and their parts or accessories that are in it or attached to it, or• motor vehicle, trailer or caravan and their parts or accessories that are in it or attached to it, or• aircraft or other aerial device and their parts or accessories that are in it or attached to it.
loss	physical loss or physical damage.
methamphetamine	the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any of their precursor chemicals and by-products.
motor vehicle	any type of machine on wheels, or caterpillar tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.
natural disaster	an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the EQC Act .

partner	your husband or wife or person with whom you are living in the nature of a marriage.
period of cover	the period of cover shown in the schedule .
present value	the estimated reasonable cost to replace the item with an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.
recreational features	any tennis court or permanently fixed swimming pool or permanently fixed spa pool including its ancillary equipment and pump(s).
remediate	to reduce the level of methamphetamine contamination to below the contamination level . <i>Please note, the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination and will not restore the home to its condition when it was new.</i>
reparation	an amount ordered by a New Zealand court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.
schedule	the latest version of the schedule we issued to you for this policy.
special feature	any item that is listed in the schedule with a corresponding special feature sum insured .
special feature sum insured	the Sum Insured amount shown in the schedule that corresponds with the special feature .
sustainable products	sustainable products are: <ul style="list-style-type: none"> • products that increase the efficiency of the home relating to your use of energy or water, and • rebuilding materials that reduce environmental impacts. Sustainable products include: <ul style="list-style-type: none"> • solar water heating system, • home sprinkler system, • heat pump(s), • rainwater collection tank, • 'best practice' insulation (as recommended by Standards New Zealand), • environmentally friendly paint, • pellet burner(s).
total sum insured	the amount shown in the schedule of the same name inclusive of: <ul style="list-style-type: none"> • the home sum insured, which includes any limits for retaining walls and recreational features, and • any special feature sums insured, and • Automatic and Optional Additional Benefits unless stated otherwise within such benefit(s).
we, us, our	NZI, a business division of IAG New Zealand Limited.
you	the person(s) or entity shown as the insured in the schedule .

NZI, a business division of IAG New Zealand Limited, has relationships with brokers and other insurance intermediaries who issue our policies. IAG New Zealand Limited pays remuneration to brokers and insurance intermediaries when they issue NZI policies, and when these policies are renewed or varied.

