

Elite House Policy



ando.co.nz



Thank you for choosing Ando Elite House Insurance

Find out what your insurance does and doesn't cover

This document explains how the insurance works, your responsibilities and how to make a claim. Please read it carefully, as it's really important you understand it. While there's a lot of information, if you take time to read it now, you'll know what the insurance covers. Just as important – you'll also know what it doesn't cover.

This Elite House Insurance policy document sets out the policy's benefits, what's not covered, and the main terms and conditions of the insurance agreement.

If you are viewing this digitally, I'm interactive. Click the section you'd like in the Table of Contents and go directly there.

Looking for something specific? Search key words by pressing **Ctrl + F (PC)** or **Command + F (Mac)** on your computer.

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Important information about this policy

Welcome to Ando House Insurance

Ando Elite House Insurance is provided by the insurer noted in the **schedule**. The insurer noted in the **schedule** is the only organisation responsible for claims under this cover. Administration of Ando Elite House Insurance and claims handling services are managed by Ando Insurance Group Limited (Ando) on behalf of the insurer noted on the **schedule**.

The total charge to **you** (after deducting GST and government levies), includes an amount that goes to the insurer, and in the majority of cases a small policy fee goes to Ando. Ando also receives commission from the insurer for the services provided when acting as the insurer's agent.

When **you** purchase Ando Elite House Insurance, **you'll** enter into a contract with the insurer noted in the **schedule** on the terms and conditions set out in this policy document.

Our promise to you

In return for **you** having paid or promised to pay the required premium, **we** agree to insure **you** as set out in this policy.

Your policy

Your policy with **us** consists of:

- any information provided to **us** by **you** or on **your** behalf including **your** proposal,
- this policy document,
- any endorsements or clauses that amend the policy terms as shown in **your schedule**, and
- the **schedule**.

Reading this policy

You should read this policy document, together with **your schedule** to make sure **you** understand **your** cover and that it meets **your** needs.

There are words in bold that have specific meaning(s) and are explained in the 'Definitions' section at the end of this policy document.

The headings that **we** have used in this policy document are intended to help **you** find **your** way through it more easily. They are not intended to be used for interpreting the contents of the policy document.

Duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** or anyone applying on **your** behalf must tell **us** everything **you** know (or could be reasonably expected to know) that might affect **our** decision when deciding:

- to accept **your** insurance, and/or
- the cost or terms of the insurance, including the **excess**.

In particular, **you** should tell **us** anything which may increase the chance of a claim under this policy, or the amount of a claim under this policy.

You also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** or anyone on **your** behalf breaches this duty of disclosure, **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.

Changes to facts or circumstances during the policy

You must tell **us** of any material change to any of the facts or circumstances existing at the beginning of the **period of insurance**.

If **you** do notify **us** of a change, **we** may alter the premium, the terms of **your** insurance or cancel the insurance with effect from the date on which the change first occurred.

Changing your mind

If **you** change **your** mind **you** can cancel **your** policy within 30 days of it starting provided **you** have not made a claim.

We'll then cancel the policy from its commencement and refund in full any premium **you** have paid.

Privacy

You agree to Ando Insurance Group Limited collecting, using and disclosing **your** personal information as set out in **our** [Privacy Policy](#). Where **you** provide **us** with personal information about any other person for insurance related purposes, **you** confirm that **you** have the authority of those persons to disclose such information and to authorise Ando to collect, hold, use and disclose the information in accordance with **our** Privacy Policy.

For information about Ando's Privacy Policy, please see www.ando.co.nz/privacy-policy.

Insurance Claims Register

You consent to any personal information **we** hold in connection with any claim that **you** make being transferred to the **Insurance Claims Register**, a register operated by Insurance Claims Register Limited for use by participant insurers. This information may be accessed by participant insurers for the purpose of managing claims.

For more information, please see www.ando.co.nz/privacy-policy and www.icnz.org.nz/industry/claims-register.

Fair Insurance Code

We are committed to complying with the Fair Insurance Code as published by the Insurance Council of New Zealand. This means **we'll**:

- provide insurance contracts which are understandable and show the legal rights and obligations of both **us** and **you**;
- explain the meaning of legal or technical words or phrases;
- explain the special meanings of words or phrases as they apply in the policy;
- manage claims quickly, fairly and transparently;
- clearly explain the reason(s) why a claim has been declined;
- provide **you** with a written summary of **our** complaints procedure as soon as disputes arise and advise **you** how to lodge a complaint and tell **you** about the Insurance and Financial Services Ombudsman Scheme.

Concern or complaint

We aim to provide a great standard of service in everything **we** do.

If **you** have a concern or complaint, **we** want to hear from **you** so that **we** have the opportunity to make it right. **You** can contact **us** on the details below or refer to **our** website www.ando.co.nz/complaints for information about how to make a complaint and details about **our** complaints and dispute resolution process.

p 09 377 1432

e complaints@ando.co.nz

What we agree to cover

This policy provides insurance for **your house**, plus a number of extra benefits.

In this section, **we** explain what is covered by the policy. This section sets out **our**:

- main insuring promise;
- the maximum **we'll** pay; and
- additional policy benefits.

The additional policy benefits are included in **your** cover unless noted otherwise in the **schedule**.

In the section, 'What we won't cover' **we** set out some of the things that **we** don't cover under this policy.

You should read all sections to get a full picture of what is covered by this policy, what **your** obligations are and what **we'll** pay.

Main insuring promise

We'll cover **you** for **accidental loss** to the **house** that occurs during the **period of insurance** subject to the policy's terms, conditions and exclusions.

The maximum we'll pay

If **your house** suffers **loss**, the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** is:

- the **sum insured**;

plus

- the amount of any applicable additional policy benefits outlined below that apply in addition to the **sum insured**.

Additional policy benefits

The additional policy benefits are subject to the terms and conditions of the policy.

Authorities damage

We'll cover **you** for the cost of repairing any physical damage to **your house** caused by any action taken by government or **local authorities** to prevent **loss** to **your house** which would be covered by this policy during the **period of insurance**.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Bridges, culverts, and dams

We'll cover you for accidental loss to bridges, culverts, and dams at the **site** shown on the **schedule** that occurs during the **period of insurance**.

We won't cover you for loss to:

- any incomplete bridge, culvert, or dam; or
- any bridge, culvert or dam for which a building or resource consent was legally required and any of the following apply:
 - building or resource consent was not obtained;
 - the bridge, culvert, or dam was not constructed in accordance with the conditions of the resource consent;
 - the **local authority** has not issued a code compliance certificate (if required) in respect of the bridge, culvert, or dam.

We won't cover you for loss to any bridge, culvert, or dam that is covered under the **NHI Act**.

The most **we'll pay you** under this additional policy benefit for any one **event** is \$150,000 unless an increased amount is stated on the **schedule**. Any amount that **we pay you** under this additional policy benefit is included within the **sum insured**.

Compulsory evacuation

We'll cover the reasonable costs of alternative accommodation for **you, your family** who were permanently living with **you** immediately before the **loss to your house**, and **your domestic pets**, if a **local authority** or the Police advises against **you** living in the **house**, or **you** are prevented from accessing the **house**, following an emergency during the **period of insurance**. **We'll cover** these costs for a maximum of 90 days for any **event**.

This additional policy benefit is in addition to the **sum insured** under this policy.

If **you** have compulsory evacuation cover under any other policy with **us**, the most **we'll cover** for any **event** under all policies in total is the highest applicable limit.

Disability modifications

We'll cover the reasonable cost of modifications if **you** or **your family**, suffers **bodily injury** during the **period of insurance** that results in one or more of the permanent disability conditions listed below, and in the opinion of an **independent health practitioner** this necessitates modifications to **your house**.

Permanent disability conditions are permanent total loss of:

- sight of an eye, or
- use of a hand, or
- use of a foot, or
- use of an arm, or
- use of a leg.

We'll only cover the costs incurred above any amount payable by the Accident Compensation Corporation or any other insurer.

We won't cover any self-inflicted **bodily injury**.

This additional policy benefit is included within the **sum insured**. The most **we'll pay** under this additional policy benefit is \$50,000.

Electronic programs

We'll cover **you** for the reasonable cost of resetting, restoring or reprogramming any software that is necessary to operate any electronic equipment installed in **your house** where that equipment has suffered **loss** covered by this policy during the **period of insurance**. However, this does not extend to the cost of replacing any data stored on any of this equipment.

This additional policy benefit is in addition to the **sum insured**.

Excess-free glass cover

We won't require **you** to pay an **excess** for claims solely for **accidental** breakage of:

- Window glass, door glass or glass screens; or
- Sinks, baths, wash basins, toilet bowls, shower cabinets, bidets; or
- Permanently fixed glass lampshades, permanently fixed mirrors, or glass built-in furniture;

which occur during the **period of insurance** and which are part of **your house**.

Fatal injury

If **you** or **your family** suffers a fatal injury as a result of **fire**, home invasion, burglary, or theft that occurs at **your house**, **we'll** pay **your** legal representative \$10,000 for each fatality.

The most **we'll** pay for any **event** under this additional policy benefit is \$40,000.

This additional policy benefit is in addition to the **sum insured**.

If **you** have fatal injury cover under any other policy with **us**, the most **we'll** pay under all policies in total is the highest applicable limit.

The 'Double insurance' policy condition does not apply to this benefit.

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

Fire protection equipment

We'll cover the reasonable cost to refill or replace firefighting equipment kept at **your house** due to it having been used to prevent or control **loss** to **your house** from **fire** during the **period of insurance**.

This additional policy benefit is in addition to the **sum insured**.

If **you** have fire protection equipment cover under any other **policy** with **us**, the most **we'll** pay under all **policies** in total is the highest applicable limit, or to a maximum of \$6,000, whichever is less.

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

Hidden gradual damage

We'll cover you for gradual **loss** to **your house** which is hidden from view, provided that the **loss** occurs during the **period of insurance** and is caused by the leaking or overflowing of an internal:

- water pipe, waste disposal pipe or water storage tank;
- bath, shower, basin, sink, toilet, cistern, bidet; or
- household appliance;

which is permanently connected to **your house's** plumbing system.

We'll also cover you for parts of **your house** not directly affected but which must be damaged or destroyed to locate the cause of the **loss**.

We won't cover you for:

- the cost of repairing the water pipe, waste disposal pipe, water storage tank, bath, shower, basin, sink, toilet, cistern, bidet; or household appliance;
- any damage that occurred before or after the **period of insurance**.

The most **we'll pay you** under this additional policy benefit for any one **event** is \$30,000. Any amount that **we pay you** under this additional policy benefit is included within the **sum insured**.

Home office

We'll cover you for **loss** to any part of **your house** that is used as a home office that occurs during the **period of insurance**.

Any amount that **we pay you** under this additional policy benefit is included within the **sum insured**.

House blessing

If, during the **period of insurance**, **your house** is deemed a **total loss**, **we'll pay** up to \$2,000 towards an on-site cultural or religious ceremony (such as a Karakia, Griha Pravesh Pooja, first entry ritual) to farewell the damaged **house** or to bless and reopen the newly rebuilt **house**.

This benefit is also available following a death within the **house**, where no **loss** has occurred.

This additional policy benefit is in addition to the **sum insured**.

Illegal rubbish dumping

We'll cover you for the cost of removing rubbish that has been illegally dumped within the **residential boundaries** of **your house** by a person not covered under this policy, during the **period of insurance**.

The most **we'll pay** during the **period of insurance** is \$5,000.

This additional policy benefit is in addition to the **sum insured**.

Intentional acts – Guest

We'll cover you for **loss** to **your house** that occurs during the **period of insurance** which is caused by:

- an intentional act; or
- vandalism;

by any **guest** in **your house**.

An **excess** of \$1,000 applies to any claim for vandalism or intentional act by any **guest** in **your house**.

The most **we'll pay** for any one **event** is \$20,000. This limit applies to each residential dwelling shown on the **schedule**. Any amount that **we pay you** under this additional policy benefit is included within the **sum insured**.

Intentional acts – Tenant

If the **house** is a **rental property** and this is shown on the **schedule**, provided that **you** comply with the ‘Landlord obligations’, **we’ll** cover **you** for **loss** to **your house** by **fire** or explosion that occurs during the **period of insurance** which is caused intentionally by:

- a **tenant**; or
- any **guest** of a **tenant**.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Keys and locks

We’ll cover **you** for the reasonable cost of replacing keys or locks that give access to **your house** or changing key codes if the security of **your house** is at risk following theft, **loss** or unauthorised duplication of **your** keys that occurred during the **period of insurance**.

We’ll also cover **you** for the reasonable costs of opening any safe or strongroom following theft or disappearance of its key or combination.

Any amount that **we** pay **you** under this additional policy benefit is in addition to the **sum insured**.

We’ll only pay **you** once for any one **event**, regardless of whether **you** have another policy with **us** which also covers these costs.

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

Landscaping

We’ll pay the reasonable costs **you** have incurred in restoring or reconstructing the garden or lawn at the **site**, if either:

- the garden or lawn sustained **loss**, and **we** accept a claim for **loss** to **your house** from the same **event**;
- the garden or lawn sustained **loss** as a result of **your house** being repaired or rebuilt following **loss** that **we** accepted a claim for.

We’ll cover **you** for the reasonable costs **you** have incurred in restoring or reconstructing **your house’s** garden (excluding shelter belts) or lawn at the **site**, following **loss** during the **period of insurance** caused by any of the following:

- **fire**, lightning or explosion;
- theft;
- storm (but not hail, frost or snow);
- **flood**;
- **natural disaster**;
- aircraft or other aerial or spatial device, or an article dropped from them;
- **loss** or damage caused by a **motor vehicle**.

We’ll also pay for the costs **you** have actually incurred to purchase any trees, shrubs or plants to replace the plants which have suffered **loss**. To the extent this is not possible, **we’ll** pay to replace the plants that have suffered the **loss** with:

- plants that are of the same species; and
- comparable in size to the plants immediately before the **loss** (up to a maximum age of 10 years); and
- which are readily available in New Zealand.

If no comparable plant exists, **we'll** pay the cost to purchase a readily available plant of a different species which is equivalent or comparable in size to the plant which has suffered the **loss**, provided **we** pay no more than **we** would otherwise have been required to pay to replace the plant with the same species.

We'll pay the reasonable costs of:

- removing the damaged plants and clearing debris; and
- the initial re-planting of the plants, including transporting the plants to **your house**; and
- replacing landscaping materials such as bark, mulch, and rock work if these materials suffered **loss** in the same **event**; and
- replacing permanent lighting, irrigation and drainage within **your** gardens that have suffered **loss** in the same **event**.

However, **we** won't cover **you** for:

- land, earth or fill, including compost; or
- costs to level, stabilise, support or restore land, earth or fill; or
- landscaping design costs; or
- ongoing maintenance costs; or
- the production of plants for financial reward.

This additional policy benefit is in addition to the **sum insured**.

The most **we'll** pay during the **period of insurance** is \$150,000.

An **excess** of \$1,000 applies to this additional policy benefit.

Lifestyle farm buildings

We'll cover **loss** to **your lifestyle farm buildings** within an agreed square metre area provided that square metre area is agreed with **us** and set out in **your schedule**.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Lifestyle fences and artificial windbreaks

We'll cover **loss** to **your lifestyle farm** fences, gates and artificial wind breaks at the **site** shown on the **schedule**.

The most **we'll** pay **you** under this additional policy benefit for all **events** is \$25,000. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Loss of rent

If **your house** is a **rental property** and this is shown on the **schedule**, provided that **you** comply with the 'Landlord obligations' and a residential tenancy agreement was in place at the time of the **loss**, **we'll** cover **you** for the reasonable rent that **you** lose if **your house** becomes **uninhabitable** due to **loss** to **your house** that occurs during the **period of insurance** which is covered by this policy or covered entirely by the **NHC**.

The most **we'll** pay **you** under this additional policy benefit for all **events** occurring during the **period of insurance** is \$100,000. If **you** have another policy with **us** which also covers the lost rent, the most **we'll** pay **you** is \$100,000 in total under all of the policies for all **events** occurring during the **period of insurance**.

This limit applies to each **rental property** shown in the **schedule**.

Any amount that **we** pay **you** under this additional policy benefit is additional to the **sum insured**.

Loss of rent for holiday homes

If **your house** is **your** holiday house and **you** also rent it out for one or more **booking periods**, **we** pay the amount of earnings from bookings **you** lose if either:

- **your house** is **uninhabitable** because of **loss** or **contamination damage**; or
- **your house** is liveable but cannot be booked because a government or **local authority** has ordered an evacuation due to impending damage.

The **loss**, **contamination damage**, or impending damage must be covered under **your** policy, or would have been but is covered under the **NHI Act** instead.

Cover under this benefit ends when one of the following happens:

- When the **booking period** ends;
- When **we** settle **your** claim for the **loss** or **contamination damage**;
- When the evacuation order is lifted, however, cover may continue if the impending damage has caused **loss** to **your house** that leaves it **uninhabitable**.

We may settle **your** claim for the **loss** or **contamination damage** by paying **our** estimate of the cost to repair, rebuild or remediate. If **we** settle **your** claim in this way, **we** pay the amount of earnings lost for each **booking period** within the reasonable estimated time the work would take.

The most **we** pay for an **event** or a claim regarding **contamination damage** for each residential dwelling shown in **your** policy **schedule** is \$150,000.

Any amount that **we** pay **you** under this additional policy benefit is additional to the **sum insured**.

If **you** have other loss of rent cover under another Ando House policy with **us**:

- **we** only pay one benefit under all policies in total for each residential dwelling for an **event** or a claim regarding **contamination damage**;
- **we** pay the benefit most favourable to **you**.

For a holiday **house** under this additional policy benefit, **we** may determine the loss of earnings from bookings by using a combination of factors. These factors may include confirmed future bookings or actual bookings in the 12 months immediately before the **loss**, **contamination damage** or impending damage.

Matching items

We'll cover reasonable costs incurred to replace undamaged:

- parts of a bathroom suite; or
- parts of a kitchen suite; or
- curtains, blinds, or window dressings; or
- window coverings; or
- carpets;

at **your house**, due to **loss** or **contamination damage** covered under this policy, if:

- replacement is required; and
- a matching replacement cannot be obtained.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Moral obligation

We'll cover **you** for **loss** to other people's property that occurs during the **period of insurance** in connection with **your lifestyle farm** that is caused by:

- **your livestock** trespassing or escaping; or
- **your livestock** causing **loss** while being driven or herded by **you**;

provided that:

- **your livestock** was under **your** control; or
- the control of an employee or someone with **your** consent at the time of the **loss**.

The most we'll pay **you** under this additional policy benefit for any one **event** is \$5,000. This limit is in addition to the **sum insured**.

Mortgage discharge cover

We'll pay up to \$5,000 for the reasonable legal and mortgage provider costs to discharge **your** mortgage following a **total loss** covered under this policy during the **period of insurance**. If **you** do not have a mortgage on **your house**, then we'll instead pay up to \$2,500 in any rates owed from the date of **loss**.

This additional policy benefit is in addition to the **sum insured**.

Natural disaster

Despite the 'Earth and other movements' clause in 'What we won't cover', we'll cover **you** for **loss** to **your house** caused by, arising from or connected with a **natural disaster** that occurs during the **period of insurance**, provided that the **loss** is covered under the **NHI Act** and the cost of repairing or rebuilding the portion of **your house** which has sustained **loss** because of the **natural disaster** is more than **your** cover under **NHI Act**.

Where the **loss** would have been covered under the **NHI Act** but:

- **you** failed to notify the **NHC** of a claim within the time required under the **NHI Act**; or
- the **NHC** declines **your** claim, or only partially settles **your** claim;

we'll only pay the difference between the maximum that would have been payable had the **NHC** accepted **your** claim in full, and the cost to repair or rebuild the part/s of **your house** that suffered the **loss** up to the **sum insured**.

There is no cover for the **excess** payable by **you** under the **NHI Act**.

We'll also cover **you** for **loss** to **your house** caused by a **natural disaster** that the **NHC** does not cover because the **loss** has occurred in a part of **your house** which does not fall within the cover provided under the **NHI Act**.

For all **natural disaster** claims under this additional policy benefit, the **excess** will be \$5,000 per **event** (or **your** standard **excess** if higher).

There is no cover provided by this additional policy benefit for **loss** or damage that the **NHC** considers to be imminent damage as set out in Section 24 of the **NHI Act**.

The most we'll pay under this additional policy benefit is the difference between the maximum payable by the **NHC** and **your sum insured**.

New building work

We'll cover **accidental loss** to new building work during the **period of insurance**.

New building work includes all of the following:

- any work being undertaken to alter existing fittings or features at **your house** unless excluded below;
- any new structure being built within the **residential boundaries of your house** unless excluded below; and
- any building materials that are intended for use as part of the alterations to **your house** and which are owned by **you** and located within the **residential boundaries of your house** unless excluded below.

New building work does not include:

- alterations where the expected value of the completed work, or the cost that an independent professional would charge, including building materials, is more than \$100,000 including GST;
- any structure that **you** do not own, or are not responsible for whilst it is being built, or that will not be covered by this **house** policy once complete;
- any new dwelling being built;
- alterations that involve excavation more than 1 metre deep;
- alterations that involve any work on, or removal of load bearing walls;
- re-piling or any work involving piles or foundations;
- removal of roofing or external cladding;
- structural alterations or alterations that involve an extension, such as an additional room being added to the existing **house**;
- structures or alterations that **you** are building for commercial purposes;
- alterations that have not been granted a building consent or similar, where one is required;
- alterations that are subject to a separate contract works insurance policy.

The most **we'll** pay **you** under this additional policy benefit for any one **event** is \$100,000. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Pay it forward

If **you** provide evidence of a formal donation to a registered charity in New Zealand during the **period of insurance**, **we'll** match it with a donation to Trees for Transport, up to \$500 annually. If **you** also have an Ando Elite Contents policy, this benefit can only be claimed once per year under either **your** House or Contents policy, not both.

This additional policy benefit is in addition to the **sum insured**.

Post disaster inflation

We may, at **our** sole and absolute discretion, increase the **sum insured** available under this policy if a **natural disaster, flood, storm or wide area damage fire** has occurred near **your house** during the **period of insurance** causing widespread damage to the property of the community and, as a direct result, building costs have significantly increased where:

- **you** intend to repair or rebuild **your house**; and
- the **sum insured** is inadequate to wholly cover the actual cost required to repair or rebuild **your house** solely due to the increase in building costs described above.

The most **we'll** increase the **sum insured** by is 10%.

Retaining walls

We'll cover **you** for **accidental loss** to **retaining walls** that occurs during the **period of insurance**.

We won't cover **you** for **loss** to incomplete **retaining walls** or any **retaining wall** for which a building or resource consent was legally required and either:

- building or resource consent was not obtained; or
- the **local authority** has not issued a code compliance certificate in respect of the **retaining wall**.

We won't cover **you** for **loss** to any **retaining wall** that is covered under the **NHI Act**.

The most **we'll** pay **you** under this additional policy benefit for any one **event** is \$200,000 unless an increased amount is stated on the **schedule**. Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Sale and purchase

If **you** have entered into a contract to sell **your house**, **we'll** cover the purchaser on the same basis that **we** insure **you** under this policy for **loss** to **your house** that occurs during the period between the date the contract was entered and:

- the date of settlement; or
- the date on which the purchaser takes possession of **your house**; or
- the expiry of the **period of insurance**;

whichever occurs first.

The cover provided by this additional policy benefit will only be available to the purchaser if the purchaser:

- meets all conditions of this policy; and
- has not otherwise insured the **house** at the time of the **loss**.

The cover provided to the purchaser under this additional policy benefit shall never be greater than the cover which would have been available to **you** if **you** had not entered into the contract to sell **your house**.

Security system

We'll pay the reasonable cost of any call out fee for attendance by a monitoring service to reset or reprogram a professionally installed alarm or a security system at **your house** if it has been activated during a break in or attempted break in during the **period of insurance** and there is evidence of this.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

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

Shelter belts

We'll cover **you** for **loss** that occurs during the **period of insurance** to **your** live shelter belts at the **site** shown on the **schedule** caused by:

- **fire**;
- lightning;
- explosion;
- the impact of any vehicle not belonging to **you**.

We'll pay **you** the cost of clearing and replanting with new seedlings.

The most **we'll** pay **you** under this additional policy benefit for all **events** during the **period of insurance** is \$5,000. This limit is included in the **sum insured**.

Stress payment

If **your house** is a **total loss** due to an **event** occurring during the **period of insurance** and **we** accept a claim under this policy, **we'll** pay **you** an additional sum of \$10,000 for the stress caused by this **loss**.

If **you** have another policy with **us** which also provides a benefit related to stress, the most **we'll** pay **you** is \$10,000 in total under all policies for any one **event**.

Any amount that **we** pay **you** under this additional policy benefit is in addition to the **sum insured**.

Sustainable products

If **your house** is a **total loss** due to an **event** occurring during the **period of insurance** and **we** accept a claim under this policy, **we'll** pay to upgrade **your house** with sustainable products, provided:

- **you** rebuild **your house** (on the same **site** or on another **site**); and
- **you** occupy **your house** at the time of the **loss**; and
- **we** approve the sustainable products.

The most **we'll** pay **you** under this additional policy benefit is \$30,000. This additional policy benefit is in addition to the **sum insured**.

Temporary accommodation

If **your house** becomes **uninhabitable** due to **loss** to **your house** that occurs during the **period of insurance** which is covered by this policy or covered entirely by the **NHC**, **we'll** pay the reasonable cost of temporary accommodation of a similar quality to **your house** for **you**, **your family** who were permanently living with **you** immediately before the **loss**, and **your domestic pets**.

We'll continue to pay the reasonable cost of temporary accommodation if **you** have made a claim for the cost of temporary accommodation under this policy (or under any other policy that **you** have with **us**) and another **loss** occurs to **your house** while **you're** living in temporary accommodation.

We'll also pay the reasonable cost of temporary accommodation where **your house** is otherwise safe and sanitary, but **you're** prevented from accessing it by an order or direction of government or **local authorities** made during the **period of insurance** due to possible or impending **loss** to **your house** which would be covered by this policy or covered entirely by the **NHC**.

We'll stop paying temporary accommodation as soon as any of the following occur:

- **your house** has been repaired or rebuilt;
- **your house** is no longer **uninhabitable**;
- **you** move into another **house** that **you** own;
- **we** settle **your** claim under this policy by paying **you** a sum of money; or
- **we** have provided for temporary accommodation under this benefit for 12 months.

If **you** and **your family** have any other policy with **us** which also provides cover for temporary accommodation, **you** and **your family** are only entitled to payment of this benefit under one policy per **event**.

We won't pay this benefit where **your house** is insured as or used as a holiday home.

Any amount that **we** pay **you** under this additional policy benefit is additional to the **sum insured**.

Temporary removal of fixtures and fittings

This policy extends to cover **loss** to the fixtures and fittings of **your house** which have been temporarily removed for the purpose of restoration, renovation or repair by a professional contractor or tradesman for a period not exceeding 90 days.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Trauma cover

If, during the **period of insurance**, you suffer **accidental bodily injury** at **your house** as a result of **fire**, home invasion or burglary or theft, **we'll** pay:

- up to \$2,500 for professional counselling services; and
- up to \$2,500 for temporary accommodation while security is improved.

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

Tree removal

If **your house** suffers **accidental loss** because a tree or part of a tree falls onto **your house** during the **period of insurance** and **we** have agreed to pay a claim covered by this policy:

- **we'll** cover **you** for the cost of removing the tree from **your house** to enable repairs to be carried out; and
- **we'll** cover **you** for the cost to remove from **your** property the rest of the tree, including any parts of that tree that have not fallen; and
- **we'll** pay up to \$500 for a sapling (young tree) for planting at **your house**, as a replacement for the lost tree. If **you** do not wish to replant a tree, **we'll** instead make a \$500 donation to Trees for Transport, at **your** written request.

We won't cover **you** for the cost to remove stumps from the ground.

The most **we'll** pay **you** under this additional policy benefit is \$5,000. This benefit is in addition to the **sum insured**.

Use or manufacture of drugs by a tenant

If the **house** is a **rental property** and this is shown on the **schedule**, provided that **you** comply with the 'Landlord obligations', **we'll** cover **you** for **loss** caused by contamination of **your house** through the consumption, manufacture, storage, or distribution of any **controlled drug** at **your house** during the **period of insurance**.

The maximum that **we'll** pay **you** under this additional policy benefit for all **events** that occur during the **period of insurance** is \$50,000.

If **you** have another policy with **us** which also covers the same **loss**, then the most **we'll** pay **you** is \$50,000 in total under all of the policies for all **events** occurring during the **period of insurance**.

This limit applies to each **rental property** shown in the **schedule**.

Any amount that **we** pay **you** under this additional policy benefit is included within the **sum insured**.

Utility systems maintenance contribution

If, during the **period of insurance**, you incur costs for the maintenance of the water, electrical, or gas systems in **your house**, **we'll** contribute up to a maximum of \$500 towards these costs once during the **period of insurance**.

This benefit is in addition to the **sum insured**. The **excess** does not apply to this additional policy benefit.

Water or sewerage pipe blockage

We'll cover **you** for the cost of clearing an **accidental** blockage in an underground water or sewerage pipe that occurs during the **period of insurance**, provided the blockage was not caused by the roots of any tree or plant.

The cover provided by this additional policy benefit only extends to:

- the costs of clearing the **accidental** blockage; and
- the cost of repairing or rebuilding any driveway, patio, path, paving, tennis court, or other permanent structure within the **residential boundaries** which is damaged or disturbed by the work to clear the blockage.

We won't cover **you** for any maintenance costs, other than where covered under the 'Utility systems maintenance contribution' additional policy benefit.

The most **we'll** pay **you** under this additional policy benefit for all **events** is \$3,000. This benefit is in addition to the **sum insured**. The **excess** does not apply to this additional policy benefit.

Optional policy benefits

The following optional policy benefits may be added to **your** policy for an additional premium. If **you** have selected an optional policy benefit and paid the extra premium it will be shown on **your schedule**.

The optional policy benefits are subject to the policy's terms, conditions and exclusions.

Landlord's extension

If the **schedule** shows that **you** have chosen the 'Landlord's extension', provided that **you** comply with the 'Landlord obligations' condition, **we'll** cover **you** for **loss to your house** and **landlord's contents** that occurs during the **period of insurance**, including **loss** which is caused by:

- an intentional act; or
- vandalism; or
- theft;

by:

- a tenant;
- anyone sub-leasing or living with **your tenant**; or
- any **guest** of a tenant in **your house**.

An **excess** of \$1,000 applies to any claim for vandalism or intentional act. This **excess** applies to each **rental property** shown on the **schedule**.

The most **we'll** pay **you** for **loss to your house** under this optional policy benefit for any one **event** is:

- if related to a claim for an intentional act or theft, \$30,000;
- if related to a claim for vandalism, \$30,000.

This limit is included within the **sum insured**. This limit applies to each **rental property** shown on the **schedule**.

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

- the **present day value** of the **loss**; or
- the cost to repair the item as near as possible to the same condition it was in immediately before the **loss** occurred.

The most **we'll** pay **you** for **loss to landlord's contents** under this optional policy benefit for any one **event** is \$50,000. This limit is in addition to the **sum insured**. This limit applies to each **rental property** shown on the **schedule**.

Comprehensive landlord's extension

If the **schedule** shows that **you've** selected the 'Comprehensive landlord's extension' optional policy benefit, provided that **you** comply with the 'Landlord obligations' condition, **we'll** cover **you** for the following benefits in addition to the ones outlined above under the 'Landlord's extension' optional policy benefit.

These limits are in addition to the **sum insured**.

Loss of rent due to non-payment by tenants

We'll cover **you** for loss of rent due to the **events** listed below that occur during the **period of insurance**.

We'll pay the weekly rent noted in the residential tenancy agreement that was in place at the time up to \$3,000 per week, unless otherwise noted on **your schedule**.

The **excess** payable for each **event** below is \$250, unless otherwise noted in **your schedule**.

Prevention of access

Loss of rent due to non-payment by the **tenant(s)** as allowed under the residential tenancy agreement, following **prevention of access** to the **rental property**.

The maximum amount payable per **event** is 8 weeks' rent.

Failure of public utilities

Loss of rent due to non-payment by the **tenant(s)** as allowed under the residential tenancy agreement, following failure of public utilities.

The maximum amount payable per **event** is 8 weeks' rent.

Tenants vacating

Loss of rent due to the non-payment by the **tenant(s)** following the **tenant(s)** vacating the **rental property** shown on the **schedule** without giving required notice.

The maximum amount payable per **event** is 8 weeks' rent.

Eviction of tenants

Loss of rent following eviction of the **tenant(s)** from the **rental property** shown on the **schedule** due to non-payment of rent.

The maximum amount payable per **event** is 8 weeks' rent, plus an additional 4 weeks' rent at 75%, plus an additional 4 weeks' rent at 50%.

Death of sole tenant

We'll cover **you** for the rent **you** lose during **the period of insurance** under a sole **residential tenancy agreement** following the death or suicide of **your tenant**.

The most **we'll** pay per **event** is 8 weeks' rent.

Cover for your liability

Legal liability

We'll cover **you** for **your** legal liability to other people arising out of an occurrence which causes:

- **accidental loss** to other people's property;
- **accidental bodily injury** to other people;

provided that:

- the occurrence happens during the **period of insurance**; and
- it occurs within New Zealand; and
- it is caused by or through or in connection with **your** ownership of **your house** or its grounds or the **site**.

Defence costs

We'll also cover **you** for **defence costs** incurred by **you** with **our** approval, for **your** legal liability arising under the above items.

Reparation

We'll cover **you** for **your** legal liability to pay **reparation** to a person who has suffered **accidental loss** of property or **accidental bodily injury** resulting from **you** committing an offence during the **period of insurance** in connection with the ownership of **your house**, provided that:

- **you** or any other person entitled to cover under this benefit must tell **us** immediately if **you** or they are charged with the offence, and
- **we** give **our** written approval before any offer of **reparation** is made.

We won't cover **you** for any amounts that are covered under the Accident Compensation Act 2001 (or any amendments or substituted legislation, 'the Act'), or would be covered except for:

- a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act; or
- the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act; or
- 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.

This additional policy benefit does not provide cover for any **defence costs**, court costs or levies.

What we'll pay

The most **we'll** pay you under this additional policy benefit for any one **event** is:

- \$5,000,000 for **loss** to other people's property; and
- \$5,000,000 for **accidental bodily injury**.

The above limits are inclusive of **defence costs** and **reparation** costs incurred.

If **you** have cover for **your** legal liability under any other insurance policy with **us**, **you** can only claim for **your** legal liability under one of the policies.

If **you** make a claim under this additional policy benefit:

- **we** are entitled, but not obliged, to take over and control the defence of the claim and may settle any claim;
- **we** may appoint a lawyer of **our** choice to represent **you** in the defence of the claim;
- **we** may pay, if **we** choose, the full amount under this section of the policy, or any lesser amount for which the liability can be settled plus **defence costs** incurred.

If **we** do so, this will meet all **our** obligations under this additional policy benefit.

Any amount that **we** pay **you** under this additional policy benefit is in addition to the **sum insured**.

Statutory liability

We'll cover **you** for **your** liability to pay any:

- court ordered fines (to the extent **we're** legally able to); or
- court ordered **reparation**;

imposed on **you** as a direct result of an occurrence at **your rental property** or **lifestyle farm** under the following Acts of Parliament:

- Resource Management Act 1991;
- Building Act 2004;
- Health and Safety at Work Act 2015; or
- any amendments or substituted legislation to those Acts

provided that:

- the claim or allegation is first made against **you** during the **period of insurance**, and
- **you** notify **us** within the same **period of insurance**.

Defence costs

We'll also cover **you** for **defence costs** incurred by **you** with **our** approval, for liability arising under the above items.

An **excess** of \$5,000 applies to any claim under this benefit, unless otherwise noted on **your schedule**.

If **you** make a claim under this benefit:

- **we'll** be entitled, but not obligated, to take over and control the defence of the claim and may settle any claim;
- **we** may appoint a lawyer of **our** choice to represent **you** in the defence of the claim;
- **we** may pay, if **we** choose, the full amount under this section of the policy, or any lesser amount for which the liability can be settled plus **defence costs** incurred.

If **we** do so, this will meet **our** obligations under this benefit.

We won't pay for any fine or **reparation** imposed, **defence costs**, any infringement fees or remediation costs:

- as a result of **your** deliberate or reckless breach of, or disregard for, any provisions of these Acts;
- that had resulted from **your** failure to comply with any notice or order issued by a statutory body;
- as a result of **your** deliberate or reckless obstruction of any person lawfully exercising their powers under these Acts;
- beyond the first **period of insurance you** notified **us**.

The most **we'll** pay **you** under this benefit for any one **event** is \$500,000.

If **you** are covered for **your** liability under any other insurance policy with **us**, **you** can only claim for **your** statutory liability under one of these policies.

Spraying drift liability

We'll cover **you** for **your** legal liability for physical damage to other people's property directly arising from **your** spraying of herbicides, fungicides, or pesticides in connection with **your lifestyle farm**, provided that:

- the spraying is not carried out using aircraft; and
- the occurrence happens during the **period of insurance**; and
- the damaged property was in New Zealand when the **loss** occurred.

You are not insured for **your** legal liability unless:

- **you** use the herbicide, fungicide, or pesticide in accordance with the manufacturer's recommendations; and
- **you** hold a current licence for the storage and application of the herbicide, fungicide or pesticide where required; and
- **you** maintain adequate spray records; and
- **you** store and apply the herbicide, fungicide, or pesticide in accordance with the Hazardous Substances and New Organisms Act 1996 or any amendments or substituted legislation.

If **you** make a claim under this additional policy benefit:

- **we** shall be entitled, but not obliged, to take over and control the defence of the claim and may settle any claim;
- **we** may appoint a lawyer of **our** choice to represent **you** in the defence of the claim;

- **we** may pay, if **we** choose, the full amount under this section of the policy, or any lesser amount for which the liability can be settled plus **defence costs** incurred.

If **we** do so this will meet all **our** obligations under this additional policy benefit.

We'll pay up to \$100,000 for any one **event**, unless otherwise shown on the **schedule**. This limit is in addition to the **sum insured**.

If **you** have cover for **your** spraying drift liability under any other insurance policy with **us**, **you** can only claim for **your** spraying drift liability under one of the policies.

What we won't cover

These exclusions apply to all sections of this policy, including the cover provided in the additional policy benefits and the optional policy benefits, unless this policy expressly states otherwise.

Civil Defence announcement

Unless otherwise agreed **we'll** not cover **you** for **loss** or damage caused by **natural disaster**, storm, **flood**, or **wide area damage fire** when there has been an official announcement of a **natural disaster**, storm, **flood**, or **wide area damage fire** warning by Civil Defence, the National Emergency Management Agency, or any other Government department and where **your** request to bind cover, or amend existing cover, is made after the announcement and/or before the warning has been lifted.

Confiscation

We won't cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from or connected with **your house** being confiscated or seized by anyone with a financial interest in **your house**.

Except for physical damage covered under the additional policy benefit 'Authorities damage' **we** won't cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with the confiscation, nationalisation, destruction, acquisition, designation of **your house**, any part of **your house** or any other property by the government, a government agency or **local authority**.

Consequential loss

Except for the cover expressly provided under the following additional policy benefits:

- Compulsory evacuation;
- Disability modifications;
- Electronic programs;
- Fatal injury;
- Fire protection equipment;
- House blessing;
- Keys and locks;
- Landscaping;
- Legal liability;
- Loss of rent;
- Loss of rent for holiday homes;
- Matching items;
- Mortgage discharge cover;
- Spray draft liability;
- Statutory liability;
- Stress payment;
- Temporary accommodation;
- Trauma cover;
- Tree removal;

we won't cover **you** for **consequential loss** of any kind.

Earth and other movements

We won't cover **you** for any **loss**, cost, liability, or damage, or lost rent caused by, arising from or connected with:

- subsidence;
- erosion;
- vibration;
- weakening or removal of support;
- lifting or other movement of **your house**; or
- settlement or any earth movement, except for **loss** covered under the additional policy benefit 'Natural disaster'.

Electronic data

We won't cover **you** for **loss** of or damage to computer software or **electronic data**, other than cover provided under the additional policy benefit 'Electronic programs'.

We won't cover **you** for **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with:

- interference with;
- malfunction of;
- loss of use of;
- reduced functionality of;

software or **electronic data**.

However, this exclusion doesn't apply to any resultant **loss** to other parts of **your house** which aren't electronic equipment.

Excess

We won't cover **you** for **your excess** on this or any other policy.

Existing damage

We won't cover **you** under this policy for:

- any **loss** or damage to **your house** which was present at the beginning of the **period of insurance**; or
- any **loss** or damage to **your house** for which **we** have previously paid a claim, but the **loss** or damage has not yet been repaired or replaced.

Faults and defects

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from, connected with, or consisting of any fault, defect, error or omission in:

- any design, plan, or specification; or
- workmanship, method of construction or materials.

However, this exclusion does not apply to any resultant **loss** to other parts of **your house**.

Glass and windows

We won't cover **you** for the cost of:

- repairs that are necessary to remediate any wear and tear or deterioration to **your house**, which are required before the broken glass can be replaced; or
- replacement of undamaged glass to create a match except for matching items covered under the additional policy benefit 'Matching items'.

Gradual damage

Except for gradual **loss** covered under the additional policy benefit 'Hidden gradual damage' or cover provided under the additional policy benefit 'Use or manufacture of drugs by a tenant', **we** won't cover **you** for:

- wear and tear;
- corrosion or rust;
- rot, mildew or mould;
- depreciation;
- gradual deterioration of any form; or
- any **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with any of the above.

Heritage or historic houses

We won't cover **you** for any additional costs or fees required to comply with any heritage covenants or orders that apply to **your house** or **site**.

Hydrostatic pressure

We won't cover **you** for **loss** to swimming pools, spa pools or other in-ground structure, which is caused by, arises from or involves hydrostatic pressure.

However, this exclusion does not apply to any resultant **loss** to other parts of **your house**.

Intentional damage

Except for **loss** covered under the additional policy benefit 'Intentional acts – Guest' or 'Intentional acts – Tenant', cover provided under the additional policy benefit 'Use or manufacture of drugs by a tenant' or where **you** have selected the optional policy benefit 'Landlord's extension', **we** won't cover **you** for any **loss**, cost, liability, damage, or lost rent directly or indirectly caused by, arising from, or connected with intentional, deliberate, malicious or criminal acts or omissions by:

- **you**;
- **your family**;
- anyone living with **you**;
- a **tenant**; or
- anyone sub-leasing or living with **your tenant**.

Land damage

We won't cover **you** for the costs associated with the repair, preparation, stabilisation or other treatment of the land necessary to enable, or comply with regulations to permit the repair or rebuilding of **your house**.

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent directly or indirectly caused by, arising from or connected with the condition of the land on which **your house** is situated where:

- **you**, or a previous owner of **your house**, received payment from the **NHC** for damage to the land on which **your house** is situated and the land was not appropriately repaired, or
- **you** were aware or ought to have been aware that the land required repair or posed a threat to **your house** at the commencement of this policy.

Legal liability

We won't cover **you** for legal liability:

- for exemplary or punitive damages;
- for legal costs incurred by any other party that **you** may be ordered to pay;
- assumed by agreement unless **you** would have been liable anyway;
- for **loss** to **your** own property; or
- for **loss** to property in **your** care, custody or control.

We'll also not cover **you** for legal liability including **reparation** caused by, arising from or connected with:

- any business, trade, profession or sponsorship;
- the ownership or use of any **motor vehicle** (other than domestic ride on lawn-mowers, mobility scooter or golf carts), trailer, caravan, watercraft, aircraft or other aerial device;
- the ownership or possession of any animals other than **domestic pets**;
- illegal or unlawful activities or events;
- asbestos;
- pollution or contamination; or
- intentional, deliberate or malicious acts or omissions by **you** or **your family**.

Loss caused by electricity

We won't cover **you** for **loss** to fuses, protective devices, lighting or heating elements that is caused by electricity.

However, this exclusion won't apply to any resultant **loss** to other parts of the **house**.

Loss caused by wide area damage events within the first 48 hours

We won't cover **you** for **loss** caused by a storm, **flood**, **wide area damage fire** or landslip which occurs within the first 48 hours of **your** policy commencing.

This exclusion won't apply if the policy starts immediately after another policy that insured the same property against the perils of storm, **flood**, **wide area damage fire** or landslip or if this policy was taken out at the time **you** took possession of the property.

Mechanical or electrical breakdown

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with the failure of any mechanical, electronic or electrical equipment.

However, this exclusion won't apply:

- to any resultant **loss** to other parts of **your house**; or
- if the **loss** results from an **accidental** external cause.

Non-compliance

We won't cover **you** for **loss**, cost, liability, damage, or lost rent directly or indirectly caused by, arising from or connected with the non-compliance of **your house** with New Zealand laws and regulations which apply to it.

Nuclear

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with:

- ionising radiation; or
- contamination by radioactivity; or
- any nuclear waste; or
- the combustion or fission of nuclear fuel or nuclear weapons material.

Pest damage

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with insects, pests, rodents or vermin (except possums).

However, this exclusion won't apply to any resultant **loss** to other parts of **your house**.

Pollution and contamination

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from, or connected with pollution or contamination including the use, consumption, storage or manufacture of any **controlled drug**.

However, this exclusion does not limit the cover provided under the additional policy benefit 'Use or manufacture of drugs by a tenant'.

Recklessness

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from, or connected with recklessness or grossly irresponsible behaviour by **you**.

For example, this exclusion applies but is not limited to any **loss**, cost, liability, or lost rent in connection with:

- a tree falling over where it was known that the tree was unsound or unstable;
- water in any form (including hail and snow) entering **your house** because any roofing material, exterior cladding, window or door has been removed.

Structural additions or alterations

Other than the cover provided under the 'New building work' additional policy benefit **we** won't cover **you** for any:

- **loss** to structural additions or structural alterations;
- **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with any structural additions, structural alterations, any building work, minor repairs or maintenance.

Terrorism

We won't cover **you** for any **loss**, cost, liability or damage caused by, arising from, or connected with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Unlawful substances

We won't cover **you** for **loss**, cost, liability, damage, or lost rent caused by, arising from or in connection with the consumption, manufacture, storage, or distribution of any **controlled drug** at or in the vicinity of **your house** except for:

- **loss** covered under the 'Use or manufacture of drugs by a tenant' additional policy benefit; or
- **loss** covered under the 'Intentional acts – Tenant' additional policy benefit.

Unoccupied houses

We won't cover **you** for **loss** to **your house** if the **schedule** shows that **your house** is a holiday home or a **rental property** and the **house** is **unoccupied**.

This exclusion will not apply if:

- **your house** and its lawns and gardens are kept in a tidy condition; and
- all external doors and windows are kept locked; and
- all papers and mail are collected; and,
- **your house** is inspected inside and outside every 90 days by **you** or a person nominated by **you**.

If a **loss** occurs at a time when **your house** is **unoccupied**, **you** must pay the **unoccupied excess** shown on the **schedule** for each individual **event**.

War

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent directly or indirectly caused by, arising from or in connection with war, invasion, hostilities or war like operations (whether war is declared or not), rebellion, or revolution.

What happens if you need to claim

When **you** need to make a claim, **we'll** be here to help **you**. However, there are some things that **you** must do.

What you must do

Immediately after an **event** occurs, **you** must:

- take all reasonable steps to protect **you** and **your** property;
- take all reasonable steps to prevent further **loss**;
- immediately tell **us** about the **event**;
- notify the police as soon as possible if **you** think the **loss** was caused by a criminal act;
- keep any damaged property and allow **us** to inspect any areas of **your house** where the **loss** occurred;
- provide all reasonable assistance and co-operate with **us** and **our** assessors, investigators, lawyers or anyone else **we** appoint;
- obtain **our** consent before incurring any costs to repair or rebuild **your house**;
- give **us** any information **we** ask for or help which **we** reasonably request; and
- assist **us** without charge if **we** decide to take any recovery action against somebody else in respect of **your loss**.

If **you** become aware of a claim against or a circumstance that could give rise to a claim against **you** which is or could be covered under the policy benefit 'Cover for your liability' **you** must:

- immediately tell **us**;
- as soon as possible, send **us** everything **you** receive from anyone about the claim or possible claim against **you**;
- not admit liability without **our** consent;
- not incur any expense without **our** consent;
- not negotiate with the claimant or make payment to the claimant or make any agreement in relation to any claim.

If **you** make a claim on this policy, **you** must be honest and truthful.

If **your** claim is dishonest or fraudulent in any way, **we** may:

- decline **your** whole claim or part of it, and/or
- recover from **you** anything that **we** have already paid **you** in respect of **your** claim or the **event**;
- declare that this policy and any other policy **you** have with **us**, to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

How we'll settle your claim for loss to your house

We'll settle **your** claim for **loss** that is covered under this policy by following the process set out below.

Economic and able to repair

If it is physically, legally and economically viable to repair the **loss** to **your house**, then at **our** option **we** will:

- repair the **loss** to **your house**; or
- pay **you** the actual reasonable cost **you** incur to repair the **loss** to **your house**, as those costs are incurred by **you**; or
- pay **you** the estimated reasonable cost calculated by **our** experts to repair the **loss** to **your house**; or
- pay **you** the cost to buy another comparable **house** in New Zealand (excluding the value of the land) up to the estimated reasonable cost calculated by **our** experts to repair the **loss** to **your house**.

If **you** don't want the **loss** to be repaired or, if **you** do not commence repair work within 12 months from the date of **loss** (unless the reason for the delay is outside of **your** control), then at **our** option **we** will pay **you** the lesser of:

- the estimated reasonable cost calculated by **our** experts to repair the **loss** to **your house**; or
- the **present day value** of **your house**, or
- the **sum insured**.

Regardless of the option chosen above, the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** is set out in 'The maximum we'll pay' clause (see page 6 of this policy wording).

Uneconomic or unable to repair

If it is not physically, legally or economically viable to repair the **loss** to **your house**, then at **our** option **we** will:

- rebuild **your house**; or
- pay **you** the actual reasonable cost that **you** incur to rebuild **your house** on the same **site**, as those costs are incurred by **you**; or
- pay **you** the actual reasonable cost that **you** incur to rebuild **your house** on a different **site** in New Zealand that **you** provide, as those costs are incurred by **you**; or
- with **your** agreement, pay for **you** to buy another comparable **house** in New Zealand (excluding the value of the land); or
- pay **you** the estimated reasonable cost calculated by **our** experts that **you** would incur to repair that part of **your house** that has suffered the **loss** covered by this policy.

If **we** choose an option where **you** rebuild or purchase a comparable **house** and if **you** do not commence the rebuild work or purchase a comparable **house** within 12 months from the date of **loss** (unless the reason for the delay is outside of **your** control), then at **our** option **we** will pay **you** the lesser of:

- the **present day value** of **your house**; or
- the **sum insured**.

Regardless of the option chosen above the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** is set out in 'The maximum we'll pay' clause (see page 6 of this policy wording).

How we'll repair or rebuild

If **we** rebuild or repair **your house**, or pay for **you** to do so, **we'll** use or make payment on the basis of:

- a building standard or specification which repairs or rebuilds the damaged part of **your house** to a condition similar to but no more extensive or better than, that part's condition when new; and
- the use of building materials and construction methods commonly used at the time of the repair or rebuild; and
- only replicate heritage features if the techniques necessary are still in common use and the building materials are readily available in New Zealand; and
- where the **loss** is covered under the 'Use or manufacture of drugs by a tenant' additional policy benefit, the standard of repair is to the post-remediation level for residues stipulated in the Methamphetamine Testing and Remediation Standard NZS 8510 (or any amendments or substituted legislation).

We may, at **our** option, retain any salvaged property.

Extra costs which we'll pay

If **we** choose to pay **you** the actual reasonable costs incurred to repair or rebuild **your house**, **we'll** also pay **you** the following costs as they are incurred with **our** prior written consent:

- the extra cost of complying with laws and regulations necessary for repairing or rebuilding the **loss to your house** provided that:
 - the compliance cost solely relates to the parts of **your house** that suffered the **loss** covered by the policy;
 - the damaged parts of **your house** complied with all laws and regulations at the time they were built or altered;
- reasonable architects', engineers' and surveyors' fees necessary for repairing or rebuilding the **loss to your house**;
- the reasonable incurred cost of demolition and removal of debris including the contents.

These extra costs are included within the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** as set out in 'The maximum we'll pay' clause (see page 6 of this policy wording).

We won't pay **you** these extra costs:

- if **we** choose to carry out the repair or rebuild work (as **we'll** incur these costs **ourselves**); or
- if **we** pay for **you** to buy a comparable **house**; or
- if **we** pay the **present day value** of the **loss**.

What we won't pay

We won't pay:

- any extra cost of repairing or rebuilding any part of **your house** caused by that part not having a legally required building consent when it was built, or that part being built contrary to the building consent issued;
- if **you** rebuild **your house** at a different location, any extra costs associated with that **different** location which otherwise would not have been incurred at the **site**;
- the cost of repairing or rebuilding any part of **your house** that has not suffered **loss**;
- any compliance costs arising from any central or local government statute, regulation or by-law where the sole purpose of that legislation is to reduce **your house's** or land's exposure to a **natural disaster**;
- the cost of repair or rebuild beyond what is reasonable and practical;
- the cost to repair or rebuild **your house** to exactly its previous shape, location, dimensions, appearance or condition; or

- costs incurred without **our** consent; or
- any more than the amount set out in ‘The maximum we’ll pay’ clause (see page 6 of this policy wording).

What impact does a loss have on your policy

Unless **we** otherwise agree, when **your** claim is accepted by **us** as covered under this policy, **your sum insured** will be reduced by the amount of the **loss**.

In addition, the **sum insured** is deemed to be reduced by the amount of all unrepaired **loss** which occurred in previous **periods of insurance**.

Your sum insured will not reinstate unless and until the **loss** is repaired. The amount of cover will be reinstated as and to the extent that the **loss** is repaired.

The **sum insured** will not reinstate following a **total loss** even if **your house** is rebuilt because **your** policy is at an end. The position set out on page 36 of this policy wording under the heading **total loss** applies.

Our terms and conditions

Assignment

You must not assign or attempt to assign:

- this policy or **your** interest in this policy to anybody else; or
- any claim or claim proceeds under this policy;

without **our** prior written consent.

If **you** don't obtain **our** prior written consent, **we** won't be bound by the purported assignment.

Breach of any condition

If **you** or any other person or entity **we** cover under this policy, or anyone acting on **your** behalf, breaches any of the provisions, terms, conditions and other requirements of this policy, **we** may not pay **your** claim either in whole or in part.

This doesn't affect any of **our** other rights, including the right to avoid the policy for non-disclosure or, where **your** claim is dishonest or fraudulent, to declare that this policy and any other policy **you** have with **us** are of no effect from the date of the dishonest or fraudulent act.

Cancellation

You may cancel **your** policy with **us** at any time unless **you** have made a claim for a **total loss**. If **you** cancel **your** policy, then **we'll** refund any **unused premium** that **you** have paid.

We may cancel **your** policy with **us**:

- if **you** have not paid the premium or a premium instalment within 28 days of the due date. Cancellation will take effect automatically from the first day of the period to which the unpaid premium relates; or
- for any other reason, by advising **you** by letter or email to **your** broker or agent. Cancellation will take effect on the 30th day after the date of **our** email or letter to **your** broker or agent. **We'll** refund any **unused premium** **you** have paid.

Change of terms

We may modify the terms of this policy by advising **you** by letter or email to **your** broker or agent. Modification will take effect on the 30th day after the date of **our** email or letter to **your** broker or agent.

Claim by people who are not the named insured(s)

If a person who is not a named insured in the **schedule** has a claim which is covered by this policy, they must authorise **you** to be their agent in respect of the claim. **We'll** deal with **you** in respect of their claim and any payment **we** make to **you** will be effective as if it was payment to them. **We** won't be obligated to consider or settle a claim brought directly by a person who is not a named insured in the **schedule**.

Costs incurred by you

If **you** are entitled under this policy to claim for any costs incurred by **you** then:

- **you** must obtain **our** consent before incurring the costs; and
- **we'll** only cover **you** for the reasonable amount of any costs incurred.

Double insurance

You must immediately tell **us** if **you** insure anything already insured under this policy again with someone else.

We won't cover **you** under this policy for any **loss**, costs, liability or damage that is also covered under any other policy with a different insurer to the extent of **your** cover under that other policy.

Events

Any series of sudden and unforeseen **events** arising from one source or original cause shall be treated in this policy as if it was a single **event**.

Goods and Services Tax (GST)

The **sum insured** referred to in this policy is exclusive of GST. All other amounts (including all benefit limits and **excesses**) are inclusive of GST.

Governing law

This insurance contract is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction in respect of this policy.

Interested parties

If **you** tell **us** that **you** would like a party who has a financial interest in **your house**, such as a bank or finance company, to be noted as an interested party then **we** may partially or fully settle a claim by making payment to the interested party. This payment will either go towards meeting or completely fulfilling **our** obligations under this policy.

The interested party is not covered by this policy and does not have any right to make a claim under this policy.

You authorise **us** to disclose any of **your** personal information to the interested party.

Joint insureds

If the **schedule** shows multiple insureds, or the insured is a trust, or the policy otherwise covers multiple people, then all insureds and people covered are jointly insured. The joint insureds are deemed to act with the express authority of each other. This means, for example, that if one person breaches the policy or cancels the policy or settles a claim, it will affect all other joint insureds.

Landlord obligations

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

- obtain satisfactory written or verbal references for the **tenant** or **tenants** before entering the residential tenancy agreement, and
- inspect the property, internally and externally, every three months and upon every change of **tenants**, and
- keep a written record of each inspection which **you** can provide to **us**.

Reasonable care

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

Total loss

When **we** settle a claim for a **total loss your** policy ends on the date of the **event** giving rise to the **loss** and **you** are not entitled to any refund of premium.

Your excess

The **excess** is the amount **you** must pay for each individual **event** when **you** make a claim. The amounts of the different **excesses** are described in this policy or shown on the **schedule**.

If a **loss** occurs at a time when **your house** is **unoccupied**, and **we** cover **you** under this policy for the **loss**, **you** must pay the “**unoccupied excess**” shown on the **schedule** for each **event**.

If **your house** suffers a **loss** and **we** have accepted **your** claim and **we** accept another claim arising from the same **event** for **loss to your** contents and/or **your** car then **you** will only be required to pay one **excess**. The **excess** that **you** pay will be the highest of those **excesses** (including the **unoccupied excess** if applicable).

Definitions

Accidental

Means unexpected and unintended by **you**.

Act of terrorism

Means an act by any person, group of people, organisation or government, including but not limited to the use or threatened use of force or violence, which is committed with the probable intention to:

- influence any government; or
- put fear into the public or any section of the public;

and which by its nature or context is probably done for, or in connection with any:

- political;
- religious;
- ideological;
- ethnic;

purpose or reason or similar purpose or reason.

Bodily injury

Means physical injury, death, illness, disease or mental injury to another person.

Booking period

Means each period that **your house** is rented out during the **period of insurance**, provided the maximum stay for each booking is no longer than 28 days. Each booking period starts when **your** paying **guests** are contracted to first occupy **your house** and ends when they are contracted to leave **your house**, regardless of whether they have actually left or not.

Consequential loss

Means any intangible **loss**, **loss** of use or enjoyment, **loss** of value and any additional cost, liability or damage that is a consequence of the **loss**, costs or liability which is directly covered under this policy.

Contamination damage

Means **loss** to **your house** caused by the presence of methamphetamine in levels exceeding acceptable safety standards set by relevant authorities.

Controlled drug

Has the same meaning as in the Misuse of Drugs Act 1975 (or any amended or substituted legislation).

Defence costs

Means the reasonable costs, charges, fees and expenses (including but not limited to lawyers' fees, investigators' fees and experts' fees) incurred with **our** prior written consent which relate directly to the claim.

Domestic pets

Means an animal of a domesticated species (for example cats, dogs, horses or ponies) which **you** own, and which lives permanently with **you** at **your house**.

Electronic data

Means facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

Event

Means an occurrence that causes a **loss**.

Excess

An excess is the amount **you** must pay for each **event** when **you** make a claim.

Fire

Means any fire other than:

- natural hazard fire, as defined in the **NHI Act**; or
- **wide area damage fire**.

Flood

The covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

Guest

Means a person who enters **your house** with **your** consent, or with the consent of a person who lives at **your house**.

House

Means **your** house and includes all the following items which are owned by **you**, used for residential purposes and located within the **residential boundaries** of the insured address shown in the **schedule**:

- residential buildings including attached garages/carports;
- detached garages/carports if the corresponding square metre area is noted on **your schedule**;
- other detached outbuildings (such as sleep-outs, sheds, greenhouses, or pergolas) if the corresponding square metre area is noted on **your schedule**;

- decks, balconies, patios, verandahs;
- pathways, paving, driveways or sports courts, any private road, lane, right-of-way or access way providing access to a driveway owned by or shared by **you** and for which **you're** responsible;
- fences, gates, and free-standing garden walls;
- fixed water tanks, septic tanks and their systems;
- fixed or built-in swimming pools, spa pools and saunas and their systems;
- solar panels and solar heating systems;
- internal or external appliances or fixtures that are permanently plumbed or wired into the building;
- carpets and fixed floor coverings including glued, smooth edge or tacked carpet and floating floors;
- drains, pipes, gas lines, cables and poles for which **you're** legally responsible;
- aerials and satellite dishes that are attached to **your** house.

However, house does not include the following:

- land, earth or fill;
- temporary structures;
- any part of the house being constructed, de-constructed, undergoing structural additions or structural alterations, other than cover provided under the 'New building work' additional policy benefit, and which is not suitable for permanent residential use or occupation during this time;
- any part of the house that is used for business or commercial purposes except where it is used solely as a home office for clerical purposes by **you**, or **we** agree to that use and it is shown in the **schedule**;
- any part of the house that is built for or used for farming purposes;
- structure(s) or property not at the **site** shown on the **schedule** unless otherwise noted on **your schedule**;
- **retaining walls** except for the automatic cover provided under the 'Retaining walls' additional policy benefit;
- lawns, trees, plants, hedges, vines and shrubs except for the automatic cover provided under the additional policy benefit 'Landscaping';
- boat ramps, wharves, jetties, landings, pontoons, piers, water based structures, breakwaters and sea walls, **flood walls** unless otherwise noted on **your schedule**;
- **power generation equipment** unless otherwise noted on **your schedule**;
- cable cars and associated equipment unless otherwise noted on **your schedule**;
- culverts, dams, bridges except for the automatic cover provided under the 'Bridges, culverts, and dams' additional policy benefit, unless otherwise noted on **your schedule**;
- wells and bore holes that exceed \$100,000, unless otherwise noted on **your schedule**;
- fittings not including curtains, blinds, and window dressings;
- household goods and personal effects;
- any neighbouring property owner's share in any residential property, access way, bridge, fence(s), or **retaining wall(s)** jointly owned by **you** and other property owners;

unless **we** have otherwise agreed in writing.

Independent health practitioner

A registered person who:

- holds a current practising certificate in compliance with the Health Practitioners Compliance Assurance Act 2003 (or its replacement); and
- is a member of an appropriate registration body; and
- who **we** consider is appropriately qualified to assess disability modifications required to **your house**.

This cannot be **you**, a member of **your family** or a close relative.

Insurance Claims Register (ICR)

Is an electronic register that holds a central record of claims lodged with participating insurance companies like **us**. These companies can access the claims history of a customer for the specific purpose of checking for fraud.

Livestock

Means all animals **you** own that could reasonably be expected to be found on a New Zealand **lifestyle farm**, including animals kept away from **your house** for non-business use. Including but not limited to: sheep, cattle, pigs, deer, alpacas, llamas, horses, ponies, and poultry.

Lifestyle farm

Means a property of less than 20 acres (unless **we** have otherwise agreed in writing) which is maintained without expectation of being a primary source of income or being run as a commercial farming business. Lifestyle farm includes **lifestyle farm buildings** to the extent the corresponding square metre area for the **lifestyle farm buildings** is noted on **your schedule**.

Lifestyle farm does not include:

- any commercial farm operations or commercial farm building;
- culverts, dams, bridges that exceed \$150,000, unless otherwise noted on **your schedule**; or
- wells and bore holes that exceed \$100,000, unless otherwise noted on **your schedule**;

Lifestyle farm buildings

Means buildings which are used for **lifestyle farm** purposes and for the storage of:

- tools,
- animal feed,
- machinery and/or vehicles.

Local authority

Means a regional council, territorial council or unitary council in New Zealand.

Loss

Means physical **loss** or physical damage.

Market value

Means the market value of **your house**, excluding land, immediately prior to the **loss**, as determined by an independent registered valuer appointed by **us**.

Motor vehicle

Means any type of machine on wheels, or tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.

Natural disaster

Means an earthquake, landslide, volcanic activity, hydrothermal activity, tsunami or natural hazard fire, as defined in the **NHI Act**. It does not include any gradual or slow-moving slips or any imminent damage as set out in Section 24 of the **NHI Act**.

NHC

Means Natural Hazards Commission Toka Tū Ake.

NHI Act

Means the Natural Hazards Insurance Act 2023 (or any amended or substituted legislation).

Period of insurance

Means the period of insurance shown on the **schedule**.

Power generation equipment

Means any wind or fuel powered electricity generation equipment, including any associated structure, wiring, power storage device(s), switching, generators and distribution equipment.

Present day value

Means either, at **our** option, of:

- the **market value**; or
- the depreciated **replacement cost** as assessed by an independent registered valuer appointed by **us**; or
- the estimated cost of repairing the **loss**, less wear and tear and depreciation, but including the cost of complying with government or **local authority** by-laws or regulations;

whichever is the lesser.

Rental property

Means a **house** that **you** rent to someone else under a residential tenancy agreement.

Reparation

Means 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 (and any amended or substituted legislation).

Replacement cost

Means the costs that would be reasonably required to repair, rebuild or replace the damaged part of **your house** to the standard set out in this policy.

Residential boundaries

Means the part of **your** land on which **your** residential building is located, and which is used primarily for residential purposes. It does not include:

- any part of **your** land which is used for commercial purposes; or
- any part of **your** land which is used for farming purposes; or
- any part of **your** land that is more than 100 metres away from the residential dwelling shown on the **schedule**.

Retaining wall(s)

Means a wall which has a specific purpose to retain land whether in full or in part except for a wall which forms part of the structure of any building.

Schedule

Means the latest current policy schedule and any endorsements made to that schedule.

Site

Means the land at the address on the **schedule** on which **your house** is located and includes the yard or garden situated within the legal boundaries of that land. It does not include the roadside area outside **your house** or any area that is common property in a multi-residency property.

Sum insured

Means the sum specified as such in the **schedule**.

Total loss

Means that the **loss to your house** is uneconomic to repair viably, or that the cost to repair the **loss to your house** exceeds the **sum insured**.

Uninhabitable

Means that **your house**:

- is no longer a safe or sanitary place for anyone to occupy; or
- it no longer has any functional bathrooms or kitchens; or
- has been determined by government, **local authorities**, or **us** to be uninhabitable due to physical damage to **your house** or possible future physical damage to **your house**.

Unoccupied

Means **you** or a person authorised by **you** is not using **your house** as a residence for a time longer than 90 days.

Unoccupied excess

Means the additional 'unoccupied excess' shown in the **schedule**.

Unused premium

Means the amount of premium which relates to the period after the policy has been cancelled as a percentage of the whole.

We, us, our

Means Ando Insurance Group Limited on behalf of the insurer(s) noted in the **schedule**.

Wide area damage fire

Means a fire starting outside the **residential boundaries** of the insured address shown on the **schedule** that substantially damages more than 20 properties not including **your house**.

You, your

Means the person(s) or entity named in the **schedule** as the insured.

Your family

Means any family member who lives with **you** permanently, and includes:

- **your** husband, wife, partner and/or any person with whom **you're** living in the nature of marriage;
- **your** children or other dependents;
- a student attending a school, university or polytechnic and living away from **your house** while attending the school, university or polytechnic.

ANDO ELITE HOU 0126

