

Echelon Home Insurance

Policy wording





Welcome to your policy

Thank you for choosing NZI Insurance.

This policy wording, along with your policy schedule, contains all the information you need to know about your insurance cover. Please read these carefully and keep them on hand as you will find them useful if you need to make a claim.



How to contact us

If you have any questions about your policy or think it does not provide the cover you need, please contact your broker.

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Important information about your policy

'You' and 'your' mean any person or entity shown as the Insured in your **policy schedule**. 'We', 'us' and 'our' mean NZI, a business division of IAG New Zealand Limited (IAG).

What your policy is

Your policy is a contract between you and us, and has three parts:

- This policy wording. It explains what we cover and do not cover, your responsibilities, how to contact us and how to make a claim.
- Your **policy schedule**. This contains information specific to you, such as the type of insurance and cover level you have, who and what is insured, your sums insured, the **period of insurance** and the premium that applies.
- Any addendum, endorsement or warranty that we apply. This may add special terms and conditions to your policy. It may be a separate document or printed in your **policy schedule**.

How to read your policy

Words in **bold** have a special meaning. These words and what they mean are listed in the section 'Definitions'.

Headings, examples and comments are a guide only. They do not change the meaning of your policy. The headings help you find your way around this policy wording. The examples and comments in boxes help you understand how your policy works.

What we need to know about as soon as possible

You must let us or your broker know as soon as possible if any of the following applies:

- your circumstances change, and the change may affect the chance of a claim or the amount of a claim under your policy
- information in your **policy schedule** needs to be amended
- other insurance covers your home or **landlord's contents**
- your home will be vacant for more than 60 consecutive days
- something happens that could lead to a claim under your policy.

See also:

- 'Change in circumstances' and 'Duplicate insurance' in the section 'Conditions of your cover'
- 'Limited cover if your home is vacant for more than 60 days' in this section
- 'Claims – what you need to do' that explains what else you need to do for a claim.

If you are not sure whether we need to know about something, it is important that you check with us or your broker.

If your home is tenanted you have obligations as a landlord

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

- Take reasonable care when selecting your tenants by at least getting adequate identification and written or verbal references for each adult tenant. When a reasonable landlord would consider it appropriate, also check their credit and Tenancy Tribunal history.
- Keep written records of the pre-tenancy checks for each adult tenant and give us copies if we ask for them.
- Collect a total of 3 weeks' rent in advance. This amount can be any combination of rent in advance, and bond that will be lodged with Tenancy Services.
- Inspect your home inside and outside at least every 3 months and between each tenancy.
- Keep photographs and a written record of the outcome of each inspection and give us copies if we ask for them.
- Monitor rent payments as they are due. Whenever rent is 14 days overdue, notify your tenants in writing and visit your home in person to check if they are still living there.
- Apply to the Tenancy Tribunal for vacant possession in accordance with the Residential Tenancies Act 1986 if any of the following applies:
 - the rent is 21 days overdue
 - you become aware of illegal activity at your home by an occupant
 - an occupant intentionally damages your home.

If your employee lives at your home as part of their employment package with you, the requirements relating to collecting rent and bond in advance, and to overdue rent, do not apply.

Meeting all these obligations is important. The requirements relating to tenant selection, and to collecting rent and bond in advance, apply to new tenancies that start after the date your policy takes effect.

See 'Unlawful substances' in 'General exclusions' in the section 'Exclusions – what we do not cover' for methamphetamine testing requirements. You must meet these requirements to be covered for your liability as a landlord resulting from methamphetamine contamination.

15-day cooling-off period for your new, renewed or amended policy

You have a 15-day cooling-off period when any of the following happens:

- You take out your new policy. The cooling-off period begins on the date your policy starts.
- Your policy renews. The cooling-off period begins on the renewal date.
- You amend your policy part way through the **period of insurance**. For example, you add an optional benefit or increase a sum insured. The cooling-off period begins on the date your policy amendment takes effect and only applies to the amendment.

If, for any reason, you change your mind about your policy or the amendment to your policy, we will refund the applicable premium you have paid if both the following apply:

- we are notified within the 15 days
- you have not made a claim under the cover that you have changed your mind about.

We then treat your policy or the amendment to your policy as if it never existed.

No cover for certain events for the first 72 hours

We do not cover **loss** that happens during the first 72 hours of your policy, caused by storm, flood, landslide, tsunami, bushfire or volcanic activity. This restriction only applies when you first take out your policy with us.

However, this restriction does not apply if either:

- your policy started immediately following another policy you had, that also insured the same property against the risks of storm, flood, landslide, tsunami, bushfire and volcanic activity
- you took out your policy at the time you purchased your home.

In this clause, 'bushfire' means any wildfire.

Limited cover if your home is vacant for more than 60 days

Cover is limited if you or a person you authorise has not been living at your home for more than 60 consecutive days. In that situation, we do not cover any:

- **loss** caused by any deliberate or intentional act, including vandalism, theft or attempted theft, or an intentionally lit fire
- **loss** caused by water that leaks, overflows or is discharged from any water system, sanitary fixture or appliance installed at your home
- **contamination damage**
- **hidden gradual damage.**

However, this restriction does not apply if either:

- We have been notified and have agreed in writing to cover your home while it is unoccupied. We may, at this time, change the terms of your policy.
- We have recorded your home as a holiday home and all the following apply:
 - your home and contents are inspected inside and outside by you or a nominated person at least every 60 days
 - your home and its grounds and contents are adequately maintained
 - mail is cleared regularly
 - the water supply is turned off
 - all doors are locked and all windows are secured.

This restriction ends as soon as you or a person you authorise lives in your home again.

In this clause, 'water system' means a system of pipes and associated fittings, tanks or other parts that supplies, stores or distributes water at your home.

You pay the excess

The excess is the first amount of your claim that you must pay. The applicable excess is deducted from each claim settlement or from the policy limit if that is less, unless stated otherwise in a benefit. Your **policy schedule** or this policy wording shows the different excesses that apply.

If your policy insures more than one dwelling at the same address, the excess applies individually to each dwelling.

If one **incident** results in a claim under more than one benefit or sub-section of a benefit, we deduct only the highest applicable excess.

If one **incident** results in more than one claim under certain personal property policies you hold at the same address, we deduct only the highest excess of the policies you are claiming under. This applies to a boat, car, caravan, contents, home, landlord's, motorcycle, motorhome, residential contract works or trailer policy you have with us or with any other brand underwritten by IAG.

Examples of how we deduct the excess from your claim or the policy limit

Situation: We accept your claim under a benefit that has a limit of \$5,000. Your claim is \$2,500.

A \$400 excess applies.

Since your claim is less than the benefit limit, we deduct the excess from your claim.

Cover: We pay you \$2,100.

Situation: We accept your claim under a benefit that has a limit of \$2,000. Your claim is \$2,500.

A \$400 excess applies.

Since the benefit limit is less than your claim, we deduct the excess from the benefit limit.

Cover: We pay you \$1,600.

We provide cover if you pay the premium

When you take out your policy, you agree to pay us the premium. In return for paying the premium, we provide the cover you have chosen.

What happens if you do not pay on time

The premium must be paid by the due date to keep your policy active. If the premium remains unpaid, we will cancel your policy for non-payment. Cancellation will take effect from the date your policy was paid up to.

We will not pay any claim for anything that happens after the cancellation takes effect.

You may need to make a claim when the premium is overdue but before we cancel your policy for non-payment. If this happens, you must pay the overdue amount as part of the claim settlement process.

What happens when your policy is about to renew

You will receive notification before your policy expires. You should review any offer of renewal to ensure the insurance cover is still appropriate for you.

On renewal, we may change your **home sum insured** and any **special feature sums insured** to account for general factors that affect the repair, replacement or rebuilding cost.

You are responsible for checking that the sums insured are enough to cover **loss** to your home or any **special features**. If you do not agree with the sums insured in your offer of renewal, please contact us or your broker.

How we collect and use your personal details

We collect and hold personal information in accordance with our privacy policy, which is available on our website. You should also refer to your broker's privacy policy.

We may share your personal information with our service providers and other parties that have a financial interest in the covered property.

You have the right to access and correct any information that we hold about you by contacting us or your broker.

Your cover at a glance

This table summarises the cover and does not form part of your policy. Your policy sets out full details about your cover and the limits, exclusions and conditions that apply.

What we cover	
Sudden and accidental loss or damage	✓
Legal liability	✓
Automatic cover and benefits	
Breakage	✓
Electronic programs	✓
Hidden gradual damage	✓
Landlord's contents	✓
Landscaping	✓
Loss of rent	✓
Methamphetamine contamination	✓
Natural hazard damage	✓
New structure build	✓
Removal of debris	✓
Replacement of keys and locks	✓
Sale and purchase	✓
Stress payment	✓
Sustainability upgrade	✓
Temporary accommodation	✓
Water or sewage pipe blockage	✓
Optional benefit	
Landlord's protection	Available to purchase

Cover for your home

In this section, we explain how we cover your home, and what is included and not included as part of your home. We also set out what happens and what we pay following **loss** to your home, including how your sums insured are reduced and reinstated.

What we cover

We cover sudden and **accidental loss** to your home that happens during the **period of insurance**.

What we mean by 'home'

In your policy, 'home' means each residential dwelling you own at the property address shown in your **policy schedule**.

What 'home' also includes

We also cover the following items you own as part of your home, that are within or on its residential boundary and used only for domestic purposes:

- permanent outbuildings, including garages, carports, sheds, glasshouses and animal shelters
- fixtures and fittings, including home appliances permanently fitted to the gas, plumbing or electrical supply
- fitted floor coverings, including glued, smooth edge and tacked carpets, and floating floors
- kitchen ovens
- patios, permanently constructed paths and paving, decks, steps, gates and fences.

We also cover the following items as part of your home, that are used only for domestic purposes:

- Walls, including garden and **retaining walls**.
- Permanently fixed spa pools and swimming pools, including their necessary equipment such as pumps.
- Tennis courts.
- Permanently sited water storage tanks, septic tanks and heating oil tanks and their associated equipment, excluding their contents.
- Solar power and solar water heating systems.
- Permanently constructed driveways you own that provide direct access to your home.
- Service infrastructure you are legally responsible for that supplies your home, such as power and telephone lines, data cables, and supply and wastewater pipes. This service infrastructure is not limited to items at the property address.

We also cover the following items you own as part of your home, that are used only for domestic purposes, or primarily for domestic purposes and to a lesser extent for rural lifestyle purposes:

- outbuildings within or on the residential boundary of your home and that may be used for the storage of any:
 - tools
 - animal feed
 - uninstalled equipment
 - machinery and vehicles

- bridges, culverts, permanent fords and dams
- wells and boreholes including their pumps, linings and casings
- private utility plant and associated equipment, such as wind and water mills, and diesel generators.

What 'home' also includes, but only if noted as a special feature

We only cover the following items if your **policy schedule** shows the item as a **special feature** with a **special feature sum insured**:

- wharfs, piers, landings or jetties
- cable cars or their associated equipment.

What 'home' does not include

We do not cover any:

- Parts of your home that are used for business or commercial purposes, except if:
 - your home is rented out as a residential property
 - the part of your home is used only as a home office for clerical purposes.
- Parts of your home that are built for or used for farming or rural lifestyle purposes, whether commercial or not. Examples are stables, barns or other farm buildings that provide animal shelter, outbuildings used primarily to store animal feed or machinery, or fences.

However, this does not apply to the extent cover is provided for the limited rural lifestyle use of certain items described above in 'What 'home' also includes'.

- Parts of your home that are being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation, except as provided under the 'New structure build' automatic benefit.
- Temporary structures.
- Loose gravel or shingle, including gravel or shingle driveways, patios, paths or paving.
- Fittings not permanently attached, such as curtains or blinds.
- Loose floor coverings, such as mats, rugs or runners.
- Appliances not permanently fitted to the gas, plumbing or electrical supply, except kitchen ovens.
- Household goods and personal effects, except as provided under the 'Landlord's contents' automatic benefit.
- Live plants, including trees, shrubs, hedges or grass, except as provided under the 'Landscaping' automatic benefit.
- Land, earth or fill.
- Structures or property not at the property address shown in your **policy schedule**.

What we pay – the most we pay

The following clauses set out the most we pay for **loss** to your home.

Home sum insured

The most we pay for **loss** to your home for an **event**, excluding **special features**, is your **home sum insured**.

However, within your **home sum insured**, the most we pay in total for an **event** for **loss** to:

- all **retaining walls** is \$50,000
- a permanently fixed swimming pool, including its necessary equipment such as pumps is \$50,000
- a bridge, culvert, permanent ford or dam is \$15,000.

These limits do not apply if your **policy schedule** shows the item as a **special feature** with a **special feature sum insured**.

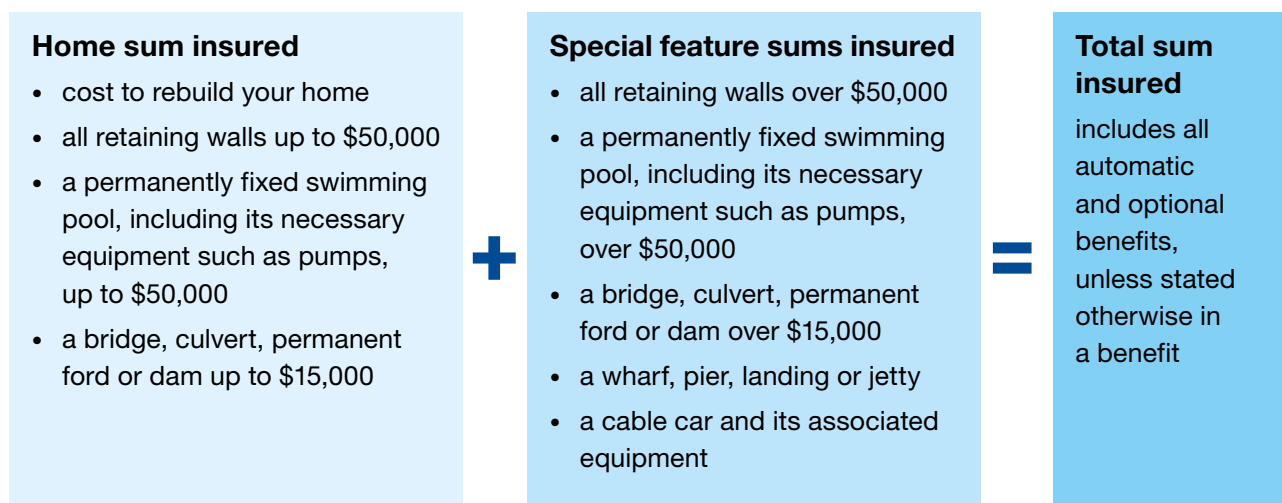
Special feature sum insured

The most we pay for **loss** to a **special feature** for an **event** is its **special feature sum insured**.

Total sum insured

The most we pay for **loss** under 'Cover for your home' in total for an **event** is your **total sum insured**. Your **total sum insured** includes:

- your **home sum insured**
- any **special feature sums insured**
- all benefits, unless stated otherwise in a benefit.



Example of the most we pay

Situation: We accept a claim for loss to your home and retaining wall as a result of a fire that starts in the kitchen. We decide your home and retaining wall are a total loss. You choose to rebuild on the same site.

Your policy schedule shows:

- Home sum insured: \$550,000
- Special feature sum insured for retaining walls: \$70,000.

Cover: We pay you \$620,000 to settle your claim, less the excess. This amount is the cost to replace your home up to its home sum insured of \$550,000 and the cost to rebuild your retaining wall up to its special feature sum insured of \$70,000.

When your sums insured are reduced

When a claim is payable by us, or under the **NHI Act**, for **loss** to your home or **special feature**, the applicable sum insured and your **total sum insured** are reduced. These sums insured reduce from the time of the **loss**, by the amount required to repair that **loss**.

Pre-existing loss

If at the start of the **period of insurance** your home or **special feature** has pre-existing unrepaired **loss**, the applicable sum insured and your **total sum insured** are reduced. These sums insured reduce from the start of the **period of insurance**, by the amount required to repair that **loss**. The **loss** must have been covered under a previous period of insurance, another policy or the **NHI Act**.

Example of how your sums insured are reduced after we settle a claim

Situation: We accept a claim for damage to your retaining wall and determine the cost of repair is \$60,000.

Your policy schedule shows:

- Special feature sum insured for retaining walls: \$100,000
- Total sum insured: \$700,000.

Cover: Your special feature sum insured is reduced by \$60,000 (the cost of repair). Your special feature sum insured is now \$40,000 (\$100,000 less the cost of repair). Your total sum insured is therefore \$640,000 (\$700,000 less the cost of repair).

When your sums insured are reinstated

All sums insured that were reduced by 'When your sums insured are reduced' above are reinstated when, and to the extent that, any payment is applied to repair your home or **special feature**.

When property is shared

The most we pay for **loss** to a shared part of your home is your legal share of the reasonable cost to repair or rebuild that shared part.

In this clause, a 'shared part' means a part of your home that you and other property owners either jointly own or are jointly responsible for.

Examples of shared parts of a home:

- driveways
- walls, including garden and retaining walls
- gates and fences
- data cables, supply and wastewater pipes.

What we pay – how we settle a claim

The following clauses set out how we settle a claim for **loss** to your home. These clauses are subject to ‘What we pay – the most we pay’.

When your home is economic to repair

If we decide it is economic to repair the **loss** to your home, at our option we pay you either:

- the reasonable cost you incur to repair the part of your home that sustained **loss**
- our estimate of the reasonable cost you would incur to repair the part of your home that sustained **loss**.

When your home is a total loss

If we decide your home is a **total loss**, at our option we pay you one of the following:

- the reasonable cost you incur to rebuild the part of your home that sustained **loss**
- our estimate of the reasonable cost you would incur to rebuild the part of your home that sustained **loss**, less any demolition and removal costs we incurred
- the reasonable cost you incur to buy another home anywhere in New Zealand including reasonable legal and associated fees, if you choose to buy another home.

However, if you sell your home before we settle your claim, the most we pay is the lower amount of either:

- your **total sum insured**
- the difference between the market value of your home immediately before and immediately after the **loss**, plus demolition and removal costs we determine are necessary.

We deduct any costs covered under your policy that we have met up to the date on which the sale settles.

You may assign your entitlement to this payment to the purchaser. The condition ‘We must approve any assignment of your insurance’ does not apply to this payment.

Standard of repair or rebuild

Settlement is based on the reasonable cost to repair or rebuild the part of your home that sustained **loss** to an equivalent size and specification on its original site within a reasonable time frame. We pay to repair or rebuild to a condition as near as reasonably possible to when it was new, using current industry accepted building materials and construction methods.

We do not cover any of the following:

- additional materials, work or expense required only to comply with government or local authority bylaws or regulations, except as provided under ‘Compliance costs’ below
- design, engineers’, surveyors’ or building consultants’ fees, or consents or other associated legal fees, except as provided under ‘Professional and other fees’ below.

Compliance costs

If you repair or rebuild your home, we also include the reasonable cost of additional materials, work and expense required only to comply with government or local authority bylaws and regulations. We only pay these costs for the part of your home that sustained **loss** that we accept a claim for.

We do not pay compliance costs if any of the following applies:

- your home does not comply with all requirements that existed at the time it was originally built and at the time of any alteration
- notice of non-compliance had already been served before the **loss**
- you choose not to repair or rebuild your home.

Professional and other fees

If you repair or rebuild your home, we also include the reasonable cost of:

- design, engineers', surveyors' and building consultants' fees
- consents and associated legal fees.

These costs must be necessary to repair or rebuild the part of your home that sustained **loss** and be approved by us before they are incurred.

We do not pay these costs if you choose not to repair or rebuild your home.

Demolition and removal costs

If we accept a claim for **loss** to your home, we also include the reasonable cost to:

- demolish the part of your home that sustained **loss** so that part can be repaired or rebuilt, and the associated debris removed
- remove household contents to enable your home to be repaired or rebuilt, but not the cost of storing them or returning them to your home.

These costs must be necessary and approved by us before they are incurred.

If we pay to demolish any part of your home, this gives us the choice to take the debris and dispose of it as we see fit and retain any salvage.

Costs not covered

We do not pay for any of the following:

- Stabilising, supporting, preparing, repairing, restoring or other treatment of land, earth or fill. This applies even if this work is either:
 - necessary to comply with regulations to permit the repair or rebuild of the part of your home that sustained **loss**
 - covered under the **NHI Act**.
- The cost of engaging another person to prepare, advise on, or negotiate a claim made under your policy.
- Costs relating to an undamaged part of your home, unless we decide this is necessary to repair or rebuild the **loss** covered.

Automatic benefits

You automatically get the following benefits. The terms and conditions of your policy apply.

The amounts we pay under these benefits are included in the amounts payable under 'Cover for your home', unless stated otherwise in a benefit.

Breakage

You pay an excess of \$250 for an **incident** if your claim is only for sudden and **accidental** breakage of any of the following at your home:

- glass in windows, doors (including oven and fire doors), screens, cooktops, fixed lampshades, permanently fixed mirrors or built-in furniture
- sinks, baths, wash basins, toilet bowls, shower cabinets or bases, or bidets.

Electronic programs

If we pay a claim for **loss** to your home's electronic equipment, we also pay the necessary and reasonable cost you incur to restore, reprogram or reset its programs, software and other coded instructions.

We do not cover the loss of any data, or the loss of use or reduced functionality of any data, stored on any of that electronic equipment.

Hidden gradual damage

We cover **accidental hidden gradual damage** to your home or **landlord's contents** that first happens, and is discovered, while you have your home insured with us.

We do not cover the cost to repair the cause of the **hidden gradual damage**. However, we cover any other part of your home or **landlord's contents** that is not directly affected but must be damaged or destroyed to locate or repair the cause of the **hidden gradual damage**. We must approve this work first.

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

Example of what we pay under the 'Hidden gradual damage' automatic benefit

Situation: You discover part of your bathroom wall has rotted away due to water damage. Your plumber determines that the damage is caused by a leaking internal water pipe and makes a hole in the wall to locate and repair the source of the leak.

Cover: We pay up to \$5,000 to repair the water damage to your bathroom wall and the hole in the wall made by your plumber, less the excess. We do not pay to locate and repair the source of the leak.

Landlord's contents

We cover sudden and **accidental loss** to **landlord's contents** at your home while it is a residential rental property and this is shown in your **policy schedule**.

At our option we pay either:

- the cost to repair the item, as near as reasonably possible to the same condition it was in just before the damage, if we decide it is economic to repair the item
- the **present value**.

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

The amount we pay is in addition to any payment under 'Cover for your home'.

Landscaping

We pay the reasonable cost you incur to restore or reconstruct the garden or lawn within or on the residential boundary of your home, if either:

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

The most we pay for an **event** is \$2,500.

The amount we pay is in addition to any payment under 'Cover for your home'.

Loss of rent

We pay the amount of rent you lose while your home is a residential rental property and this is shown in your **policy schedule**, if either:

- your rental home is unliveable because of **loss** or **contamination damage**
- your rental home is liveable but cannot be tenanted 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 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 rental home that leaves it unliveable.

As set out in 'What we pay – how we settle a claim', 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 rent lost for the reasonable estimated time the work would take.

The most we pay for an **event** or a **contamination claim** for each residential dwelling shown in your **policy schedule** is \$30,000.

The amount we pay is in addition to any payment under 'Cover for your home'.

If you have other loss of rent cover with us or with any other brand underwritten by IAG:

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

Methamphetamine contamination

We cover **contamination damage** to your home or **landlord's contents** at your home that first happens, and is discovered, during the **period of insurance**, subject to the following:

Contamination damage by you and certain others not covered

We do not cover **contamination damage** caused by, or connected to, any of the following:

- you or a member of your family
- your **partner** or a member of their family.

In this exclusion, 'you' includes any trustee or beneficiary of the trust if your home is owned by a trust. 'You' includes any director or shareholder of the company if your home is owned by a company, or any unit title holder.

If your home is not your main residence

If your home is not your main residence, we do not cover **contamination damage** connected to any:

- Tenancy or occupancy of more than 90 days, unless you, or the person who manages the tenancy on your behalf, have met all your obligations. You will find those obligations in 'Your obligations as a landlord', in the section 'Important information about your policy'.
- Holiday home, or tenancy or occupancy of 90 days or fewer. This does not apply if the **contamination damage** is caused by an **accidental incident**. That **incident** must be connected to the manufacture, distribution, or storage connected with supply or distribution, of **methamphetamine** at your home.

Pre-existing contamination damage

We do not cover **contamination damage** if any contamination existed or happened before the **period of insurance**, unless either:

- you told us about the pre-existing contamination and we accepted this in writing
- you have continuously insured your home with us or with any other brand underwritten by IAG since the **contamination damage** first happened.

What we pay

If we provide cover under this benefit, all the following apply:

- We reimburse you for the reasonable cost you incur during the **period of insurance** for testing, if both the following apply:
 - the testing is carried out according to New Zealand Standard NZS 8510 or by an operator approved by us
 - the testing confirms **contamination damage** to your home.
- At our option, we pay you either:
 - the reasonable cost you incur to **remediate** the part of your home that sustained **contamination damage**
 - our estimate of the reasonable cost you would incur to **remediate** the part of your home that sustained **contamination damage**.
- The most we pay for a **contamination claim** for each residential dwelling shown in your **policy schedule** is \$30,000.

- You pay an excess of \$2,500 or the excess shown in your **policy schedule** if higher, for a **contamination claim** for each residential dwelling shown in your **policy schedule**.

'Remediate' means we pay to reduce the level of methamphetamine contamination at your home to below the contamination level, not to remove all traces of methamphetamine contamination.

Natural hazard damage

We cover sudden and **accidental loss** to your home caused by a **natural hazard**.

When the property is covered under the NHI Act

If NHCover applies, we pay the difference between:

- your maximum entitlement for the **loss** to your home under the **NHI Act**
- the amount payable for the **loss** under 'What we pay – the most we pay' and 'What we pay – how we settle a claim'.

We do not cover the excess you must pay under the **NHI Act**.

In this benefit, when we say 'NHCover applies', we mean the **loss** to your home is covered under the **NHI Act**, or would have been covered except that any of the following happens:

- you fail to notify a claim to the Natural Hazards Commission Toka Tū Ake (NHC) or its agent within the time required under the **NHI Act**
- the NHC or its agent declines a claim or limits their liability for the **loss** for any reason
- an act or omission by you, your agent, or the NHC affects or limits the NHCover available.

When the property is not covered under the NHI Act

If we pay a claim for **loss** to part of your home that the **NHI Act** does not cover, we deduct an excess of \$5,000 or the excess shown in your **policy schedule** if higher. We settle your claim for this part of your home according to the terms and conditions under 'What we pay – the most we pay' and 'What we pay – how we settle a claim'.

The most you receive

The most that you are entitled to receive for all **loss** caused by a **natural hazard** for an **event** is your **total sum insured** (less any excesses that apply). This applies whether that amount is paid by us or under the **NHI Act**, or a combination of both.

Examples of parts of your home that the NHI Act does not cover:

- permanent surfaces of driveways
- gates or fences
- patios, paths, paving, tennis courts or other artificial surfaces
- swimming pools or spa pools.

New structure build

We cover sudden and **accidental loss** to:

- A new structure being built within or on the residential boundary of your home, if you own it or are responsible for it while it is being built. The new structure must be covered under your policy when complete.
- Materials within or on the residential boundary of your home that are to be included in the new structure above.

The **loss** must be caused by any:

- fire, explosion or lightning
- storm or flood, but not exposure to normal weather conditions
- riot or labour disturbance
- impact by aircraft or other aerial or spatial device, or an item dropped from them
- impact by **motor vehicle** or animal.

The most we pay during the **period of insurance** is \$15,000.

We do not cover the new structure or materials in any of the following situations:

- the expected value of the completed work, or the price of the contract including materials, is more than \$15,000
- the work alters any part of the existing home
- the work involves excavation more than 1 metre deep
- the new structure has not been granted a building consent or similar, if one is required.

Replacement of keys and locks

You do not pay an excess if your claim is only for any key, including any electronic key, swipe card or equivalent device (or combination), if the key is both:

- to access your home, or any safe or strongroom in your home
- lost, stolen or believed on reasonable grounds to have been duplicated without your permission.

We pay the cost you incur to:

- replace any key to your home and alter or replace the locks that the key was for
- open any safe or strongroom.

If you have other keys and locks cover with us or with any other brand underwritten by IAG:

- we only pay one benefit under all policies in total for an **event**
- we pay the benefit most favourable to you.

If any key to your home sustains sudden and **accidental** damage, we settle your claim according to the terms and conditions under 'Cover for your home'. We deduct the applicable excess from your claim settlement.

Sale and purchase

If we accept a claim for **loss** to your home that happens after you enter into an unconditional contract to sell your home, we cover the purchaser for that **loss**. We cover them until the final settlement, or until they take possession of your home, whichever happens first.

The purchaser must both:

- meet the terms and conditions of your policy
- have no other insurance for the home at the time of the **loss**.

Stress payment

If we decide the residential dwelling that forms part of your home is a **total loss**, we also pay you \$2,000 for the stress caused by the **loss**.

The amount we pay is in addition to any payment under 'Cover for your home'.

If you have other stress payment cover with us or with any other brand underwritten by IAG:

- we only pay one benefit under all policies in total for an **event**
- we pay the benefit most favourable to you.

Sustainability upgrade

If we decide the residential dwelling that forms part of your home is a **total loss**, we pay up to \$15,000 to upgrade your home with sustainable products. Both the following must apply:

- you rebuild your home
- we approve the sustainable products.

The amount we pay is in addition to any payment under 'Cover for your home'.

In this benefit, 'sustainable products' means:

- products that make the use of energy or water at home more efficient
- rebuilding materials that reduce environmental impacts.

Examples of sustainable products:

- solar water heating systems
- home sprinkler systems
- heat pumps
- rainwater collection tanks
- best practice insulation as recommended by Standards New Zealand
- environmentally friendly paint
- pellet burners.

Temporary accommodation

If your home is your main residence, we pay the reasonable additional cost you incur for temporary accommodation that is of a similar standard to your home. We pay this cost for you, your **partner**, any family member permanently living with you, and your domestic pets, if either:

- your home is unliveable because of **loss** or **contamination damage**
- your home is liveable but a government or local authority order requires you to evacuate because of 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 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 home that leaves it unliveable.

As set out in 'What we pay – how we settle a claim', 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 additional cost of temporary accommodation for the reasonable estimated time the work would take.

The most we pay for an **event** or a **contamination claim** for each residential dwelling shown in your **policy schedule** is \$30,000.

The amount we pay is in addition to any payment under 'Cover for your home'.

If you have other temporary accommodation cover with us or with any other brand underwritten by IAG:

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

Example of what we pay under the 'Temporary accommodation' automatic benefit

Situation: You are ordered by a local authority to evacuate your home due to an impending cyclone that is expected to cause widespread flooding in your area. As your home is your main residence, you contact us and let us know that you have arranged temporary accommodation similar to your home. After the evacuation order is lifted, you discover your home is unliveable because of the flood damage caused by the cyclone.

Cover: We pay for your temporary accommodation until the evacuation order is lifted. As the cyclone has left your home unliveable we continue to pay for your temporary accommodation, up to \$30,000 in total. We do this until we settle your claim for the damage to your home.

Water or sewage pipe blockage

You do not pay an excess if your claim is only for clearing a blocked underground water or sewage pipe you are legally responsible for.

We do not cover any other maintenance costs.

The most we pay during the **period of insurance** is \$1,000.

Optional benefit

The following benefit is an optional benefit. Cover only applies if your **policy schedule** shows that you have purchased the benefit. The terms and conditions of your policy apply.

The amounts we pay under this benefit are included in the amounts payable under 'Cover for your home'.

Landlord's protection

We cover the following:

- Sudden and **accidental loss** to your home or **landlord's contents** caused by an intentional act, vandalism or theft by a tenant, guest of a tenant or person who occupies your home.

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

- the cost to repair the item, as near as reasonably possible to the same condition it was in just before the damage, if we decide it is economic to repair the item
- the **present value**.

The most we pay for **loss** to your home and **landlord's contents** for an **event** is \$30,000.

- Loss of rent due to your **home** being unliveable as a result of sudden and **accidental loss** covered under the point above.

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

- Loss of rent where the tenant can legally stop paying the rent under the tenancy agreement because of either:

- prevention of access to your home
- failure of public utilities to your home.

The most we pay for an **event** is 8 weeks' rent.

- Loss of rent following the tenant vacating your home without giving the required notice.

The most we pay for an **event** is 15 weeks' rent.

We deduct any amount you can recover from rent paid in advance.

- Loss of rent following eviction of the tenant for non-payment of rent following an eviction notice or an award for vacant possession by the Tenancy Tribunal.

The most we pay for an **event** is 15 weeks' rent.

We deduct any amount you can recover from rent paid in advance.

We only pay the amount of rent you lose during the term of the rental agreement, during the **period of insurance**.

Important: See 'If your home is tenanted you have obligations as a landlord' in the section 'Important information about your policy'.

Your legal liability

In this section, we explain how we cover your legal liability as the property owner for **loss** to another person's property or for **injury** to another person. We also set out the most we pay for your legal liability.

What we cover

We cover your legal liability resulting from:

- **accidental loss** to another person's property
- **injury** to another person.

Cover applies if the **loss** or **injury** is caused by or through, or is connected to, your ownership of your home or its grounds, or **landlord's contents**. The **loss** or **injury** must happen during the **period of insurance** in New Zealand.

Cover includes:

- defence and other legal costs and expenses incurred, that we approve first
- costs that a court orders you to pay
- **reparation**.

What we pay

Limits apply to what we pay for your legal liability.

The most we pay for your legal liability

The most we pay for an **event**, including your legal liability, costs, expenses and **reparation**, is \$2,000,000.

The amount we pay is in addition to any other payment under your policy.

Full and final settlement for your legal liability

We may pay the full amount under this section of your policy, or any lesser amount for which your legal liability can be settled. This payment will meet all our obligations under this section of your policy.

Exclusions – what we do not cover

This section explains what we do not cover. It has three parts – home exclusions, liability exclusions and general exclusions.

Home exclusions

The following exclusions apply to your home and **landlord's contents**.

Causes of loss

We do not cover **loss** to your home or **landlord's contents** caused by, or connected to, any:

- Structural additions or structural alterations at the property address shown in your **policy schedule**, except either:
 - if you notified us of the work beforehand and we agreed in writing to cover this
 - as provided under the 'New structure build' automatic benefit.
- Water in any form (including hail and snow) entering your home because you or another person acting on your authority has removed any roofing material, exterior cladding, window or door.
- Insects, rodents, slugs or snails and the like, or vermin (but not possums). This only applies to the part of the property that is directly affected, not to resultant sudden and **accidental loss** to other parts of your home.
- Hydrostatic pressure to swimming pools or spa pools, unless the **loss** is as a result of earthquake, storm or flood. This only applies to the part of the property that is directly affected, not to resultant sudden and **accidental loss** to other parts of your home.
- **Natural hazard**, except as provided under the 'Natural hazard damage' automatic benefit.

Types of loss

We do not cover any:

- Repair or replacement of any:
 - flooring or floor coverings that are not in the room where the **loss** happened
 - undamaged parts of a bathroom suite or kitchen suite.
- **Loss** to fuses, protective devices, or lighting or heating elements caused by electricity.
- **Loss**, cost or expense arising from any fault, defect, error or omission in any:
 - design, plan or specification
 - work, construction or materials.

This only applies to the part of the property that is directly affected, not to resultant sudden and **accidental loss** to other parts of your home.

- Breakdown, failure or wearing out of mechanical, electrical or electronic equipment, or its parts, except **loss** sustained from burn out caused by an **accidental** and external force.

Liability exclusions

The following exclusions apply to your legal liability.

We do not cover liability connected to any:

- Business (except renting out your home as a residence), trade, profession, commercial enterprise or sponsorship.
- Contract or agreement, unless you would have been liable even without the contract or agreement.
- Ownership or use of any **motor vehicle** (except for a domestic garden appliance covered under **landlord's contents**), trailer, caravan, watercraft, or aircraft or other aerial device.
- Asbestos.
- Personal injury if cover is available under the Accident Compensation Act 2001. We also do not cover the injury if the Accident Compensation Corporation (ACC) would have covered a claim if one had been lodged or lodged on time.

We do not cover a claim that ACC has rejected.

General exclusions

The following exclusions apply to your policy.

Communicable disease

We do not cover anything connected to, or contributed to by, any:

- communicable disease contamination
- loss of value or loss of use of any property or its parts resulting directly or indirectly from communicable disease contamination
- actual or alleged transmission of any communicable disease or the threat or fear of such transmission.

We do not cover any costs or losses if you or any person or pet cannot remain in your home due to any communicable disease.

In this exclusion, some words have specific meanings:

- 'Communicable disease' means any:
 - disease stated to be a quarantinable disease under the Health Act 1956
 - disease in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002
 - disease in respect of which a pandemic or epidemic has been declared by the World Health Organization or the New Zealand government or any New Zealand government agency or lawful authority
 - disease declared by the World Health Organization to be a Public Health Emergency of International Concern
- 'Communicable disease contamination' means the actual, suspected or potential presence, or the threat or fear of such presence, of any communicable disease at, in or on any property.

Computer systems

We do not cover anything caused by, or connected to, the unavailability or corruption of, or failure to access, process, use or operate, any computer or electronic system that forms part of your home or **landlord's contents** covered under your policy.

It does not matter how the unavailability, corruption or failure happened. For example, the unavailability, corruption or failure may be connected to a breakdown, fault or defect, or an external source. An external source may be a computer virus or someone accessing any of your computer or electronic systems without your permission.

However, this exclusion does not apply to any:

- unavailability, corruption or failure that is a direct result of **accidental loss** that is otherwise covered under your policy
- sudden and **accidental loss** to other parts of your home, to other **landlord's contents**, or to other property resulting from the unavailability, corruption or failure, if the **loss** and property are covered under your policy
- extent cover is provided under the 'Electronic programs' or 'Replacement of keys and locks' automatic benefits.

Confiscation

We do not cover anything caused by, or connected to, any:

- confiscation, nationalisation, requisition or acquisition under an order
- destruction of or damage to property under an order.

By 'order', we mean a government order, public or local authority order, or an order under an Act of Parliament or Regulation.

However, this exclusion does not apply if that order is required to prevent or control **loss** that would otherwise have been covered under your policy.

Consequential loss

We do not cover any consequential loss, except as provided under the:

- 'Loss of rent' or 'Temporary accommodation' automatic benefits
- 'Landlord's Protection' optional benefit.

Criminal acts

We do not cover anything caused by, or connected to, any:

- criminal act by you, your **partner**, or any other person covered under your policy
- disregard for, or failure to comply with, any provision, notice or order under any Act of Parliament, by you, your **partner**, or any other person covered under your policy.

Earth movements

We do not cover anything caused by, or connected to, any:

- subsidence, or erosion, such as coastal erosion, bank erosion or sheet erosion

- settling, shrinkage, expansion, warping or cracking caused by earth or other movements, except to the extent cover is provided under the 'Natural hazard damage' automatic benefit.

Electronic data and programs

We do not cover lost electronic data, or anything caused by, or connected to, lost electronic data.

This exclusion includes loss of use, reduced functionality, or any other loss or expense caused by, or connected to, lost electronic data, including if the lost electronic data is caused by a computer virus.

However, this exclusion does not apply to any:

- sudden and **accidental loss** to other property directly resulting from lost electronic data, if the **loss** and property are covered under your policy
- extent cover is provided under the 'Electronic programs' or 'Replacement of keys and locks' automatic benefits.

In this exclusion, 'electronic data' means information changed to a form usable for communications, processing or controlling. This includes, for example, software, programs and other coded instructions for data processing or controlling electronic equipment.

Fines and damages

We do not cover any fine, penalty, or punitive or exemplary damages.

Gradual damage

We do not cover any:

- wear and tear, depreciation, corrosion or rust
- rot, mould or mildew, or gradual deterioration, except as provided under the 'Hidden gradual damage' automatic benefit.

Incidents outside New Zealand

We do not cover anything that happens outside New Zealand.

Incidents outside the period of insurance

We do not cover anything that happens outside the **period of insurance**.

However, this exclusion does not apply to the extent cover is provided under the 'Hidden gradual damage' or 'Methamphetamine contamination' automatic benefits.

Intentional or reckless acts

We do not cover anything caused by, or connected to, any intentional or reckless act or failure to act, by any of the following:

- you or any other person covered under your policy
- a tenant
- a guest of a tenant
- a person who occupies your home.

However, this exclusion does not apply to either:

- **loss** resulting from fire or explosion, if the fire or explosion was not intentionally caused by you or your **partner**
- the extent cover is provided under the 'Methamphetamine contamination' automatic benefit or the 'Landlord's protection' optional benefit.

Nuclear contamination and activity

We do not cover anything caused by, or connected to, any:

- ionising radiation or contamination by radioactivity from any nuclear fuel
- ionising radiation or contamination by radioactivity from any nuclear waste from the combustion or fission of nuclear fuel
- nuclear weapons material
- nuclear power plants, including the use or escape of any nuclear fuel, material or waste.

Sanctions

We do not provide any cover or benefit, or pay anything in connection with your policy, including any premium refund, if doing so may breach or risk exposure to any:

- sanctions, prohibitions or restrictions under United Nations resolutions
- trade or economic sanctions, laws or regulations of New Zealand, Australia, Singapore, the United Kingdom, the United States of America or the European Union.

Seepage, pollution or contamination

We do not cover anything caused by, or connected to, seepage, pollution or contamination, including the cost to clean up.

However, this exclusion does not apply to any:

- **incident** caused by a sudden and **accidental event**, if the **incident** is otherwise covered under your policy
- extent cover is provided under the 'Loss of rent', 'Methamphetamine contamination' or 'Temporary accommodation' automatic benefits.

Terrorism

We do not cover anything connected to, or contributed to by, any:

- terrorism that involves any biological, electromagnetic, chemical, radioactive or nuclear pollution, contamination or explosion
- controlling, preventing, suppressing, retaliating against or responding to terrorism as described in the point above.

In this exclusion, 'terrorism' includes any act, threat of action or preparation for action, by a person or group acting alone or in connection with any organisation or government, which is any of the following:

- designed to influence any rightful or actual government or intimidate the public
- in pursuit of political, religious, ideological, or similar purposes.

The act, threat or preparation involves any of the following:

- violence against any person
- damage to property
- endangering of life, except that of the person committing the action
- risk to the health or safety of any person
- anything designed to interfere with or disrupt an electronic system.

Unlawful substances

We do not cover anything caused by, or connected to, either:

- the presence at your home of any 'controlled drug' as defined in the Misuse of Drugs Act 1975
- contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975.

However, this exclusion does not apply to any of the following:

- **Loss** caused by the **accidental** spread of fire or explosion.
- The extent cover is provided under the 'Loss of rent', 'Methamphetamine contamination' or 'Temporary accommodation' automatic benefits.
- Your liability for **accidental loss** to another person's property as a result of you being a residential landlord. The **loss** must be caused by or through, or be connected to, your ownership of your home or **landlord's contents**. You or the person who manages the tenancy on your behalf must have done both the following:
 - Met all the obligations in 'If your home is tenanted you have obligations as a landlord' in the section 'Important information about your policy'.
 - Tested for the presence of **methamphetamine** before and after each tenancy of your home. The testing must have been completed according to New Zealand Standard NZS 8510 or by an operator approved by us. The testing must have confirmed that **methamphetamine** contamination at your home does not exceed the **contamination level**.

War

We do not cover anything caused by, or connected to (including controlling, preventing or suppressing), any:

- war
- invasion
- act of foreign enemy
- hostilities (whether war is declared or not)
- civil war
- insurrection
- rebellion
- revolution
- military or usurped power.

Weapons

We do not cover anything caused by, or connected to, any chemical, biological, biochemical or electromagnetic weapon.

Claims – what you need to do

This section explains your responsibilities, what you must get our agreement to first and what we may do as part of a claim.

What you must do

If anything happens that may lead to a claim, you must take all the following steps:

- do what you can to take care of the covered property and prevent any further loss, expense or liability
- let us know as soon as possible
- file a police report as soon as possible if you think an illegal act is involved
- keep anything that is or could be part of a claim
- let us or anyone acting on our behalf assess the covered property before any repairs are started
- send us as soon as possible anything you receive from another person about a claim or possible claim against you
- let us know as soon as possible if you are charged with any offence that resulted in **loss** to another person's property or **injury** to another person
- provide any information or documents we require as soon as possible
- attend any meetings, or court hearings to give evidence, if we require this
- give us any help we ask for.

What you must get our agreement to first

As part of a claim, you must get our agreement before you do any of the following:

- incur any expenses connected to a claim under your policy
- negotiate, pay, settle, admit or deny a claim against you
- do anything that may affect our rights of recovery
- negotiate, offer to pay, or pay any **reparation**, such as make an offer as part of a pre-trial conference or sentencing hearing.

What we may do

As part of a claim, we may decide to act on your behalf to do any of the following:

- Negotiate, defend or settle a claim against you that is covered under your policy. We cover the reasonable legal costs of these actions.
- Recover anything covered under your policy from another person. If we do this, we may also recover any uninsured loss you sustain in the same **event**.

We deduct the recovery costs we incurred from any amount recovered and share the remaining amount with you on a proportional basis.

You must co-operate fully with any action we take on your behalf.

See also 'How we pay claims – some examples' at the end of this document.

Conditions of your cover

This section explains the conditions you must meet to have cover under your policy. Some of these conditions also apply to any other person covered under your policy.

Breach of any condition

If you or any other person covered under your policy, or anyone acting on your or their behalf, breaches any of the conditions of your policy, we may do one or both of the following:

- decline your claim, either in whole or in part
- decline any claim connected to the same **event** that you make on any other policies you have with us.

Dishonest or fraudulent act or omission

If you commit a dishonest or fraudulent act or omission, we may avoid your policy and any other policy you have with us. This means we treat your policy or all insurance you have with us as if it no longer exists. The avoidance will take effect from the date of the dishonest or fraudulent act or omission.

This condition also applies to:

- anyone acting on your behalf
- anyone covered under your policy and anyone acting on their behalf.

True statements and answers

You must give true statements and answers in all communications with us, and so must any other person covered under your policy.

Giving true statements and answers includes being truthful when you:

- apply for your policy
- make a change to your policy
- make a claim
- let us know about any change in circumstances.

Cancelling your policy

Your policy can be cancelled in several ways.

By you

You may cancel your policy at any time by letting us or your broker know. Cancellation will take effect once we are notified, or from another date we both agree on.

We refund any premium paid for the period you have no cover. You pay any premium owing for the period you had cover.

By us

We may cancel your policy at any time by sending you or your broker notice in writing or electronically at your or your broker's last known address. Unless stated otherwise in your policy, cancellation will take effect from the 30th day after the date of the notice.

We refund any premium paid for the period you have no cover.

Automatically

If we decide your home is a **total loss**, your policy will be automatically cancelled. The cancellation will take effect from the end of the day of the **loss**.

We do not refund or credit any premium paid.

As your policy will be automatically cancelled, you will need to make new insurance arrangements on any replacement home.

Change in circumstances

You must let us or your broker know as soon as possible if your circumstances change, and the change may affect any of the following:

- the chance of a claim under your policy
- the amount of a claim under your policy
- the information in your **policy schedule**.

If the change in circumstances affects any of these, we may cancel or change the terms of your policy. Any cancellation or change of terms will take effect from the date of the change in circumstances.

Examples of a change in circumstances that we need to know about:

- you start or stop renting out your home
- you are convicted of a criminal offence.

If you are not sure whether we need to know about something, it is important that you check with us or your broker.

Change of terms

We may change the terms of your policy (including the excess) at any time by sending you or your broker notice in writing or electronically at your or your broker's last known address. Unless stated otherwise in your policy, the change in terms will take effect from the 30th day after the date of the notice.

Changes to Crown entities

Any reference to any Crown entity includes any new name given to that entity, and any replacement entity that is responsible for the same or similar functions.

Changes to legislation

Any reference to any Act of Parliament or related regulations or rules your policy refers to includes any amendments made or replacements to that law.

Currency

All amounts shown in your policy are in New Zealand dollars.

Duplicate insurance

You must let us know as soon as possible if any other insurance covers you for any risks covered under your policy. We do not cover **loss** or liability that is insured to any extent under any other insurance. We also do not contribute towards any claim under any other insurance.

Goods and Services Tax (GST)

Where we can recover Goods and Services Tax (GST) under the Goods and Services Tax Act 1985, all the following apply:

- your **total sum insured, home sum insured** (including the policy limits that apply to certain items), and **special feature sums insured** all exclude GST
- all other policy limits and sub limits include GST
- all excesses include GST
- GST will be added, where applicable, to claim payments.

Governing law and jurisdiction

The law of New Zealand applies to your policy and the New Zealand courts have sole jurisdiction.

Insurance Claims Register

We may put details of any claims you make on the Insurance Claims Register. This is a database of insurance claims that participating insurers can access. We may get personal information and details of insurance claims you have made from the Insurance Claims Register.

Joint insurance

If your policy covers more than one person, everyone is jointly covered and must meet your policy terms and conditions. If any person does not meet your policy terms and conditions, we may decline a claim or treat your policy as if it never existed.

Other parties with a financial interest

If any other party has a financial interest over the covered property, we may do any of the following:

- Pay part or all of any claim settlement to that other party. This payment will go towards meeting the obligations we have under your policy.
- Give information about your policy and any claim to that other party.

Any other party who has a financial interest over the covered property is not covered under and cannot claim under your policy.

Reasonable care

You must take reasonable care to avoid situations that could result in a claim. We will not accept a claim resulting from you or any other person covered under your policy being reckless or grossly irresponsible.

We must approve any assignment of your insurance

You must get our written approval before assigning or transferring any of the entitlements or benefits of your policy to another person or entity.

Definitions

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

accidental means unexpected and unintended by you or any other person covered under your policy.

contamination claim means a claim for **contamination damage** from or attributable to, an **event** or multiple **events**. The number of acts, persons, tenancies, occupancies or **incidents** involved does not matter.

contamination damage means **loss** caused by **methamphetamine** contamination that exceeds the **contamination level**.

contamination level means the applicable guideline value for indoor surface contamination as set out in the regulations made under the Residential Tenancies Act 1986. If no such regulations are in place, the most recent version of the New Zealand Standard NZS 8510 applies.

event means any one or more occurrences of covered **loss** or liability during the **period of insurance** arising from one source or original cause or related causes.

hidden gradual damage means hidden rot, hidden mould, hidden mildew or hidden gradual deterioration, caused by water leaking from any of the following installed at your home:

- an internal tank plumbed into the water reticulation system of your home and permanently used to store water
- an internal water pipe
- an internal waste disposal pipe.

home sum insured means the amount shown in your **policy schedule** for your home, excluding **special features**. Your home sum insured includes the policy limits that apply to certain items.

incident means something that happens at a particular point in time, at a particular place and in a particular way.

injury means the **accidental** death of or **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

landlord's contents means household goods that you own or are legally responsible for, that you provide for your tenants to use.

Landlord's contents does not include any:

- personal effects
- items owned by your tenant, a guest of your tenant or a person who occupies your rental home
- computer hardware, such as a desktop or laptop computer and their equipment
- paintings, pictures, works of art or ornaments
- recreational, sporting or camping equipment
- spa pools or swimming pools
- items used at any time for business, trade or commercial purposes
- animals or other creatures
- live plants, except for pot plants
- **motor vehicles**, trailers or caravans, and their parts and accessories, except for domestic garden appliances and their parts and accessories

- watercraft and their parts and accessories
- aircraft or other aerial devices, including aerial recreational items such as hang gliders, parachutes, paragliders or parasails, and their parts and accessories
- items that are part of a common property or insured by a policy taken out by a body corporate or similar body.

loss means physical loss or physical damage.

methamphetamine means the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975. 'Methamphetamine' includes any of their precursor chemicals and by-products.

motor vehicle means any type of machine on wheels or caterpillar tracks that is made to be or intended to be propelled by its own power, and anything that the machine tows. It includes a motorised personal transportation device that meets the definition of 'motor vehicle' in the Land Transport Act 1998, such as any:

- electric scooter with a maximum power output of over 300 watts
- motorised skateboard, e-roller skate or e-unicycle.

natural hazard means damage caused by earthquake, hydrothermal activity, landslide, tsunami, volcanic activity, or **natural hazard fire**.

natural hazard fire means fire caused by, or connected to, any other **natural hazard**.

NHI Act means the Natural Hazards Insurance Act 2023.

partner means your husband or wife, or the person living with you in the nature of marriage.

period of insurance means the period of insurance shown in your **policy schedule** that specifies the start and end dates of your policy.

policy schedule means the latest version of your policy schedule outlining the details of your cover.

present value means the estimated reasonable cost to replace an item with one from a supplier based in New Zealand, that is of equivalent age, quality and capability, and in the same general condition.

remediate means to reduce the level of **methamphetamine** contamination to below the **contamination level**.

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.

retaining wall means a wall of permanent construction that was built for the primary purpose of retaining land, and to the required building standards and regulations at the time it was constructed. It does not include any retaining wall that also forms part of a building.

special feature means an item that is listed in your **policy schedule** as a special feature.

special feature sum insured means the amount shown in your **policy schedule** for the **special feature**.

total loss means any of the following situations apply following **loss** covered under your policy:

- your residential dwelling is destroyed
- your residential dwelling is repairable but we determine it would be more economic to demolish and rebuild it
- your **home sum insured** is not enough to repair or rebuild your residential dwelling.

total sum insured means the amount shown in your **policy schedule** of the same name. Your total sum insured includes all the following:

- your **home sum insured**
- any **special feature sums insured**
- all benefits, unless stated otherwise in a benefit.

How we pay claims – some examples

The following examples show how a claim payment might be calculated and what amount you may be required to pay. These examples do not cover all scenarios or benefits and do not form part of your policy.

Claim example 1 – repairing your home

A storm damages the roof of your home.

Home sum insured	\$500,000
Standard excess	\$400

You make a claim and provide details of the incident and damage. We accept your claim.

What the costs are

We estimate the cost of repair to your home's roof is \$3,500.

How we settle your claim

We pay you \$3,100, being our estimated cost of repair of \$3,500 less the standard excess of \$400.

You arrange for a builder to repair the damage and pay them the cost of repair you have both agreed.

Claim example 2 – your home is a total loss

Your home is destroyed by flood.

Total sum insured	\$650,000
Standard excess	\$400

You make a claim and provide details of the incident and damage. We accept your claim.

What the costs are

The cost you would incur to rebuild your home is more than your total sum insured. We decide your home is a total loss.

How we settle your claim

You choose to rebuild your home on the same site. We estimate that rebuilding your home will take 11 months (47 weeks).

We pay you \$2,000 for the stress caused by the loss.

We agree to upgrade your home with a solar water heating system at a cost of \$7,000.

We also agree to cover your temporary accommodation at a cost of \$600 per week while your home is being rebuilt.

We pay you \$686,800 in total to settle your claim, calculated as:

Total sum insured	\$650,000
Stress payment automatic benefit	\$2,000
Sustainability upgrade automatic benefit	\$7,000
Temporary accommodation automatic benefit (\$600 per week x 47 weeks)	\$28,200
Less the standard excess	- \$400
Total	\$686,800

What happens next

As your home is a total loss, we automatically cancel your policy from the end of the day of the loss.

Claim example 3 – liability claim

Your neighbour discovers damage to a section of their drainage pipe caused by the roots of your tree that is close to their boundary.

Liability limit	\$2,000,000
Standard excess	\$400

Your neighbour makes a claim against you for the damage to their drainage pipe. You make a claim for legal liability. We agree you are liable for the claim made against you and accept your claim.

What the costs are

Your neighbour arranges for a plumber to repair the damage and pays them \$2,000 for the cost of repair.

How we settle your claim

We act on your behalf.

You pay us the standard excess of \$400, which we include in the settlement we pay to your neighbour.

We pay your neighbour \$2,000, the cost we agree is reasonable for the repair.

