

# AMP Home Plan Policy Document

Protecting your Home, Contents, Motor vehicle and Boat

Effective 1 October 2022





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## The online version of this document is interactive

Click a section on the index page, or any page number in the document, to go straight there.

To search for a keyword, type Ctrl + F on a PC or Command + F on a Mac.

# Welcome to your AMP Home Plan insurance policy

Thank you for choosing this AMP Home Plan insurance policy to protect what's important to you.

Vero Insurance New Zealand Limited (Vero) is the insurer that provides these AMP branded general insurance policies. Once you've purchased your insurance policy, you'll deal with Vero for the ongoing management of your insurance and for any claims you need to make.

In this policy wording booklet, we set out what's covered and what's not covered under your policy, your responsibilities, and how we work together with you at claim time.

## Who we mean by 'you'

When we say 'you' or 'your', we mean the insured person or people named on your *schedule*, and their partner. A partner is either a:

- marriage or de facto partner under the Property (Relationships) Act 1976
- civil union partner under the Civil Union Act 2004.

Under the Contents insurance policy wording, when we say 'you' or 'your', we mean the insured person or people named on your *schedule*, and their partner, their parents and/or their children (including dependent children within their care) – if they permanently live at the *home* with you and aren't covered by any other contents insurance.

## Who we mean by 'we'

When we say 'we', 'us', or 'our', we mean Vero Insurance New Zealand Limited.

## The different sections of this policy wording booklet

This booklet includes four insurance policy wordings.

The type of insurance you've bought will be shown on your *schedule*. Make sure you read and understand it.

You'll find information that applies to all the policies at the start and end of the booklet. The middle sections describe the cover and exclusions and how we settle claims for each policy.

## AMP Home Plan insurance policy wordings

You will have one or more of these policies. Make sure you read and understand the policy you've bought, that's shown on your *schedule*.

Home	page 6
Contents	page 40
Motor vehicle	page 68
Boat	page 90

## Two types of cover under Home policy

The Home wording includes two different cover options.

Cover Option – Maxi	page 7
Cover Option – Flexi	page 20

## Two types of cover under Contents policy

The Contents wording includes two different cover options.

Cover Option – Maxi	page 41
Cover Option – Flexi	page 50

## Three types of cover under the Motor vehicle policy

The Motor vehicle policy wording includes three different cover types.

Comprehensive	page 72
Third Party, Fire and Theft	page 80
Third Party	page 83

## Information that applies to all policies

The policy wording booklet includes the information below, and following sections, which apply across all four insurance policies.

How to contact us	page 5
How to make a claim	page 5
How to make a complaint	page 5
Making a claim	page 102
What your responsibilities are	page 106
Policy conditions and other important information	page 109
Definitions	page 115

## The documents that make up your insurance policy — keep them safe

Your insurance policy is made up of three parts.

1. This policy wording booklet. It explains what we do and don't cover, how to contact us, the responsibilities you have under the policy, and how to make a claim.
2. The policy *schedule*. It gives details specific to you, including who and what is insured, when cover starts and ends, and the *premium* you've agreed to pay. The policy *schedule* also includes any special terms that might apply, which might also detail things that we do and don't cover.
3. The information in the proposal, application, or declaration.

## Read your policy documents so you know what we do and don't cover

We agree to give you insurance cover as outlined in this policy wording booklet and your *schedule*, as long as your *premium* payment is up to date.

Read your insurance policy documents carefully, so you know what you are, and are not, covered for. Keep them together in a safe place.

Once you've read this policy wording booklet, contact your AMP adviser or broker if you would like more information.

## Headings in this policy wording are descriptive

The headings used in this policy wording are descriptive — they're here to help you find information. They're not part of the terms and conditions, so you can't rely on them to interpret the policy's meaning.

## Words in italics have specific meanings

When words are in *italics*, they have specific meanings that we've defined in the 'Definitions' section on page 115. When we use these words, we mean the definitions we give in the 'Definitions' section.

## How to contact us

For any questions or issues please contact your AMP adviser or broker, or get in touch with our claims and customer service teams. We're always happy to help.

<b>Claims</b>	<b>0508 806 244</b>
From outside NZ	<b>+64 508 806 244</b>
New claims email	<a href="mailto:newclaims@ampg.co.nz">newclaims@ampg.co.nz</a>
Existing claims email	<a href="mailto:myclaim@ampg.co.nz">myclaim@ampg.co.nz</a>
<b>Customer service</b>	<b>0508 267 271</b>
From outside NZ	<b>+64 508 267 271</b>
Email	<a href="mailto:ampgpersonallines@suncorp.com.au">ampgpersonallines@suncorp.com.au</a>

## How to make a claim

If something happens and you think you may need to make a claim, first make sure everyone is safe.

Then, contact your AMP adviser, broker, or us as soon as possible.

Once we have all the information we need, we'll decide the best way to advance your claim.

For more information, read the 'Making a claim' section of this booklet on page 102.

## How to make a complaint

We take your concerns seriously. If you have a concern, contact us. We'll listen to you, and work with you to resolve it quickly and effectively.

If you're not satisfied after talking to us, we have a formal complaints process we can take you through.

If you have a complaint about a claim that can't be resolved, we can refer you to our independent, external complaints service.

## Contact us first

If you have a concern, contact us first.

<b>Customer service</b>	<b>0508 267 271</b>
From outside NZ	<b>+64 508 267 271</b>
<b>Claims</b>	<b>0508 806 244</b>
From outside NZ	<b>+64 508 806 244</b>
Email	<a href="mailto:complaints@vero.co.nz">complaints@vero.co.nz</a>
Postal address	Customer Care Adviser Vero Insurance New Zealand Limited Private Bag 92120 Auckland 1142

# Home insurance – your Home insurance cover under this policy

The cover we provide under this policy depends on the cover option on your *schedule*.

You'll have either Cover Option – Maxi or Cover Option – Flexi.

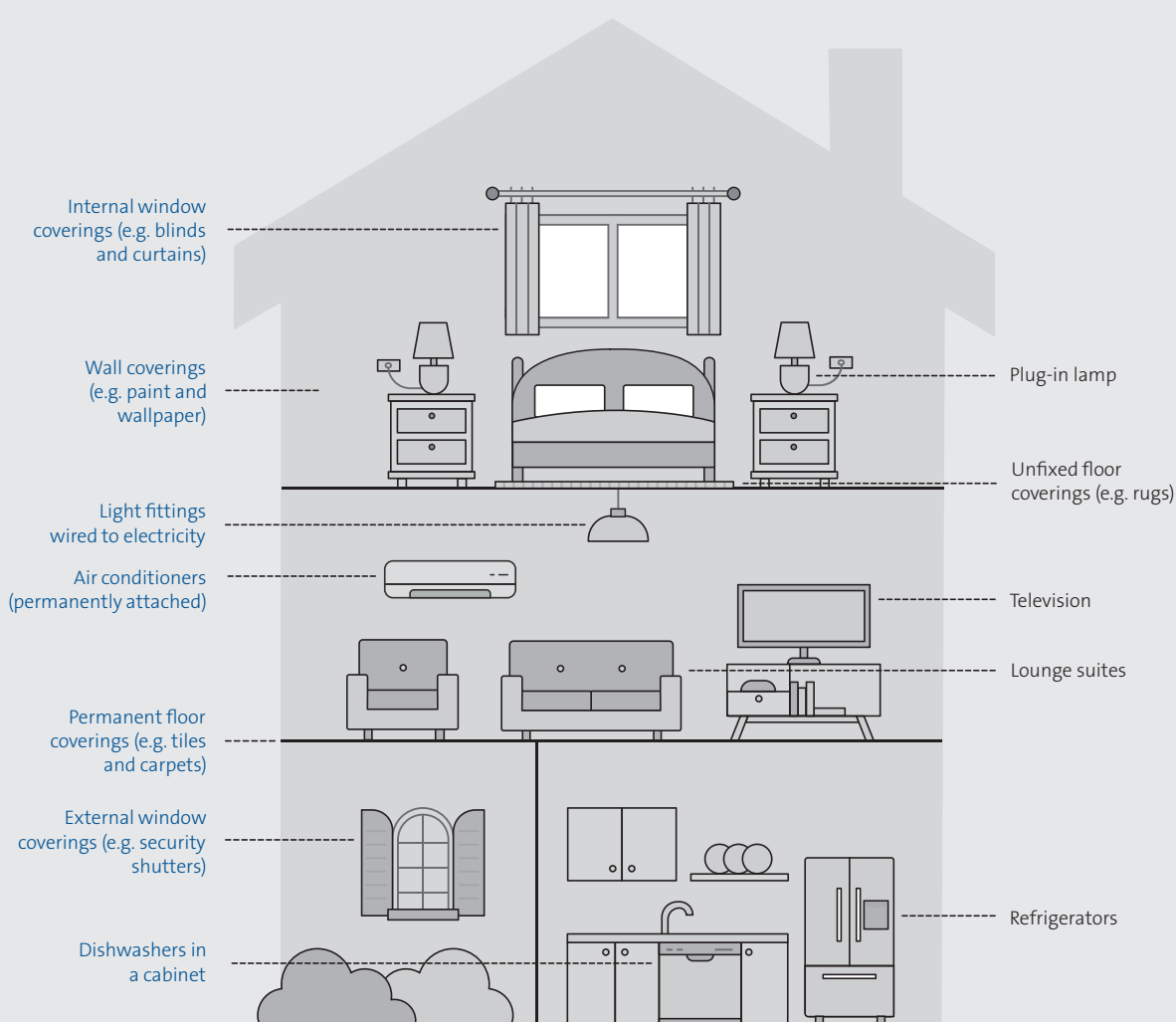
## Your home and contents

### Your home

The residential building at the insured address and includes structural improvements, fixtures, fittings and domestic outbuildings.

### Your contents

Includes your furniture, furnishings, valuables, personal possessions and unfixed household goods.



# What your Home is covered for under Cover Option – Maxi

If your *schedule* shows you have Cover Option – Maxi, we'll cover you for *loss* to your *home* at the address on your *schedule*. Any *loss* must happen during the *period of insurance*.

Your cover also includes the benefits below, if the circumstances they outline apply.

Your cover, including benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

## Benefits we include in your cover

This section explains in detail the benefits we provide, and what we'll pay for each.

✓ — the benefit is paid from within your *home sum insured*

+ — the benefit is paid in addition to your *home sum insured*

Benefit	Page	Benefit	Page
+ Alternative accommodation	8	+ Property owner's liability	13
✓ Authorities damage	8	✓ Resetting or reprogramming your security system	14
✓ Electronic programmes	9	✓ Retaining walls	15
+ Environmental improvements	9	✓ Stolen keys	15
✓ Gradual damage	9	+ Stress payment	16
+ Landscaping	10	+ SumExtra	16
✓ Methamphetamine contamination	10	✓ Temporary removal of fixtures and fittings	17
✓ Natural disaster	11	✓ Tree removal	17
✓ New building work	12	✓ Water or sewage pipe blockage	17
✓ Power generation equipment	13		



## Alternative accommodation — we'll pay for temporary accommodation if your home is uninhabitable

If you own and live in your *home*, we'll cover your reasonably incurred extra costs for temporary accommodation if you can't live in your *home* because it is *uninhabitable* due to:

- *loss* this Home policy wording covers
- *loss* to the *home* that happens during the *period of insurance* that is covered entirely by the Earthquake Commission
- prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* because of possible or impending damage to an otherwise safe or sanitary *home*.

The temporary accommodation must be of a similar standard to your *home*.

This cover includes boarding your *domestic pets*, storing your *contents*, and moving your *contents* to and from storage or temporary accommodation.

We'll cover up to 12 months of temporary accommodation. We may choose to remove the 12-month limit if there's a widespread *natural disaster*.

For any one event, we'll pay up to 5% of your *home sum insured* on your *schedule* or \$50,000, whichever is greater.

### What we won't cover under this benefit

Under this benefit, we won't cover:

- any costs you would normally pay if your *home* was habitable, such as travel, consumables, phone charges, electricity, gas, or water supply services — or any increase in these costs associated with the temporary accommodation
- any costs of alternative premises for your *home office* or *healthcare practice*, or for any other business-related use of your *home*.

### Situations where this benefit won't apply

This benefit will never apply if:

- your *home* is not *uninhabitable* (other than when authorities stop you from accessing your *home* as outlined above)
- we haven't agreed in writing that it's necessary for you to move out of your *home* while it's being repaired or rebuilt
- the *loss* covered by the Earthquake Commission is only *loss* to land.

+ Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## Authorities damage — we'll cover damage caused to prevent other loss

We'll cover physical damage to your *home* that government or local authorities cause to prevent *loss* that this policy covers.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Electronic programmes — we'll cover resetting electronic equipment in your home

If electronic equipment installed in your *home* suffers *loss* that this policy covers, we'll pay the reasonable cost of resetting, restoring or reprogramming software necessary to use that equipment.

This benefit doesn't cover the loss of any *data* stored on the equipment.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Environmental improvements — we'll pay for home improvements that make your home more environmentally friendly

We'll pay up to \$3,500 for the extra costs associated with buying and installing new environmental improvements to your *home*.

Environmental improvements are alterations or additions of equipment to your *home* to help protect or conserve the environment — such as rainwater tanks, solar systems, and compost equipment.

For you to claim this benefit, all the following circumstances need to apply.

- We've accepted a claim for *loss* under this policy worth more than 80% of the *home sum insured*.
- We're authorising or arranging the repairs to your *home*.
- Your *home* does not already have the environmental equipment.
- We have agreed to the environmental improvements before you buy or install them.

This benefit doesn't cover environmental improvements needed for the repair or rebuilding of your *home* to comply with the latest building regulations, whether or not we actually meet those costs as outlined under the heading 'Statutory requirements' on page 34.

+ Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## Gradual damage — we'll cover gradual damage caused by leaking water pipes

We'll pay up to \$5,000 for any one event for the repair of gradual physical damage to your *home* resulting from water leaking or overflowing from any internal water system.

This includes the reasonable cost of searching for the source of the leak or overflow, as long as we've accepted a claim for the gradual damage. We won't pay to repair the actual pipe or vessel that is leaking or overflowing.

We'll only pay if both of the following apply.

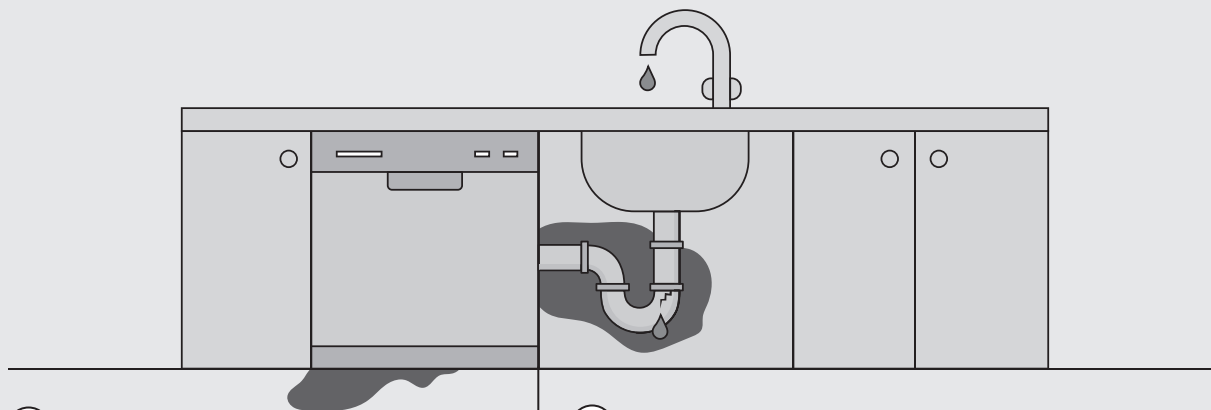
- The damage must have first started after you bought the *home*.
- The leak or overflow causing the *loss* wasn't visible, noticeable, or obvious.

An internal water system is either of the following:

- any water pipe, waste disposal pipe, or water storage tank which is permanently connected and contained within the walls, cupboards, floors, ceiling, or roof of the *home*
- any pipe hidden from view that is connected to a water cylinder, refrigerator, water purifier, washing machine, dishwasher, or similar household item that is designed to both receive and release water. An internal water system does not include the appliance itself.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Gradual damage



We cover gradual damage resulting from water leaking or overflowing from any internal water system.

We cover reasonable cost of searching for the source of the problem, as long as we have accepted a claim for the gradual damage.

We won't pay to repair the actual pipe or vessel that is leaking or overflowing.

Read the bullets in the 'Gradual damage' benefit on page 9 for a description of the internal water systems we cover.



We won't cover gradual damage caused by water leaking from a hose or pipe that is temporarily connected or is exposed.

## Landscaping — we'll cover your gardens and lawns

We'll pay up to \$5,000 for any one event for damage to your gardens (including hedges, trees, shrubs, and plants), garden edging, and lawns. One of the following must apply.

- The same event also damaged your *home*, and we've agreed to pay a claim for *loss* to your *home*.
- A vehicle that you don't own or weren't in control of caused damage to your gardens, garden edging or lawns by impact, without damaging your *home*. The damage must happen during the *period of insurance*.

† Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## Methamphetamine contamination — we'll cover methamphetamine contamination in rental properties

We'll pay for the testing, decontamination, and repair of your *home* if it suffers *loss* as a result of the use, consumption, storage or manufacture of methamphetamine or its precursor chemicals.

We'll provide cover under this benefit if all the following apply.

- Your *schedule* shows the *home* is *tenanted*.
- You comply with the Landlord obligations — page 108.
- At the time of the claim, testing confirms that your *home* has a level of chemical contamination that exceeds 15µg (micrograms) per 100cm<sup>2</sup>.
- The people who contaminated the *home* are your *tenants*, or are at the *home* with your *tenants'* permission.

### How we define contamination

We define contamination as a level of chemical contamination that exceeds 15µg (micrograms) per 100cm<sup>2</sup>.

### What we will and won't pay

We'll pay reasonable costs for the following.

- Costs incurred for testing to identify the contamination. We only pay these costs once testing has confirmed contamination.
- Decontamination of the *home* to a level less than 1.5µg/100cm<sup>2</sup>.
- Costs incurred to repair or rebuild a damaged part of your *home* to *replacement condition*, if that is needed to achieve a level less than 1.5µg/100cm<sup>2</sup>.

The most we'll pay is \$50,000 for any one event.

We'll only pay for one claim under this benefit while the *home* is let to the same *tenants*, or under the same *tenancy agreement*.

We won't pay to decontaminate or repair land, even if it's necessary to decontaminate, repair or rebuild your *home* or to comply with government or local authority laws or regulations.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Natural disaster — we'll cover natural disasters along with EQC

The Earthquake Commission (EQC) provides some *natural disaster* cover for homes under the Earthquake Commission Act 1993 (the EQC Act). If *loss* to your *home* is caused by *natural disaster*, any cover under this policy depends upon whether there is cover for your *home* under the EQC Act.

### Loss to parts of your home which EQC insures

Where *loss* to your *home* is caused by *natural disaster*, we'll pay up to a maximum of the difference between these two amounts:

- the cost of repairing or rebuilding your *home*
- the amount payable under the EQC Act

less any *excess* we usually charge.

EQC must have done both of the following:

- accepted liability for your claim
- already paid the maximum under the EQC Act for the *loss*.

We don't cover any *excess* charged by EQC.

### Loss or damage to parts of your home which EQC does not insure

Under the EQC Act, EQC does not insure some parts of your *home*. We'll pay for *loss* caused by *natural disaster* to the following permanently installed items which EQC does not cover:

- drains, pipes, and cables
- driveways, paths, patios, fences, and walls (apart from retaining walls covered by the 'Retaining walls' benefit)
- swimming or spa pools
- tennis courts.

An additional *excess* of \$5,000 applies to amounts we pay for these parts of your *home*.

### *The total you receive for natural disaster is limited to your sum insured*

The most you will receive for *loss* caused by *natural disaster* from EQC and us combined is your *home sum insured*.

All other policy terms and conditions apply to this benefit, along with the basis for settling claims.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## New building work — we'll cover structures and materials if you do new building work

**This benefit is not designed to provide the same cover as a Contract Works policy.**

We'll cover up to \$25,000 during the *period of insurance* for *loss* to minor building work from certain causes.

### *The new building work that we cover*

New building work includes any or all of the following.

- Any new separate structure being built at the address shown on your *schedule*, that you own (or are responsible for while it's being built). The structure must fall within the definition of *home* and be covered by this policy when complete.
- Structural work being done to upgrade existing fittings or features in the *home*.
- Materials at the location shown on the *schedule* that will be part of the new structure.

### *The causes of loss that we cover*

We cover new building work for *accidental loss* caused by:

- fire, explosion, or lightning
- impact by a vehicle or animal
- impact from aircraft or other aerial or spatial device (like a *drone* or a satellite), or articles dropped or falling from them
- *natural disaster*
- riot, civil commotion, strikes, or labour disturbance
- storm or *flood* (excluding any exposure to normal weather conditions).

### *Circumstances where we don't provide new building work cover*

This benefit won't cover structures or work if any of these circumstances apply.

- The expected value of the completed work, or the price of the contract including materials, is more than \$50,000.
- Excavation is more than 1 metre deep.
- An extension, such as an extra *room*, is being added to an existing *home*.
- You're building for commercial purposes.
- You don't have building consent or similar, if it's required.
- The work is covered by a separate contract works insurance policy.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.



## Power generation equipment — we'll cover wind- or fuel-powered generation equipment

We'll pay up to \$10,000 during the *period of insurance* for loss to power generation equipment if it results from any of the following.

- Fire, explosion, or lightning.
- Impact by a vehicle or animal.
- Impact from aircraft or other aerial or spatial device (such as a *drone* or satellite), or articles dropped from them.
- *Natural disaster*.

This benefit applies if all the following apply:

- You own the power generation equipment.
- It's on land you own, and your *home* is on that same land.
- It provides power to your *home*.

### How we define power generation equipment

Power generation equipment is any wind- or fuel-powered equipment for generating electricity. It includes any support structure, generator, power storage and associated wiring, switching and distribution equipment.

Solar panels are not covered under this benefit — they're included in your cover as part of your *home*.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Property owner's liability — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *loss* to someone else's property, or *accidental bodily injury*.

The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- results from your ownership of the *home*.

### Landlord's liability

As a landlord you have responsibilities under the Health and Safety at Work Act 2015. If you fail to comply with these and a judgment is made against you under the Act, we'll pay an *award* due to *accidental bodily injury*. We'll do this as long as you have met the cover requirements above and your *home* is *tenanted*.

### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

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

### What we won't pay under Property owner's liability

We won't pay for any punitive or exemplary damages awarded against you.

We won't pay for legal liability:

- for *loss* to property that you own or that is under your control
- arising from:
  - any business, profession, or employment, except where cover is provided under 'Landlord's liability' above
  - the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft, or boat
  - the ownership and/or possession of any animals, other than *domestic pets*.
- where any exclusion in either of the following sections applies:
  - 'What we don't cover under this policy — Home insurance exclusions' (see pages 25 to 29)
  - 'What we don't cover under this policy — overall exclusions' (see pages 99 to 101).

We won't cover liability assumed by agreement (unless you would have been liable anyway). But we do cover liability normally agreed to by a landlord under a standard form tenancy or lease agreement.

### Limits on what we'll pay for Property owner's liability

For any one event, we'll pay:

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

The most we'll pay for all legal liabilities for an *award*, *damages*, or *reparation* is a combined total of \$2,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above.

### We also pay legal defence costs if you are legally liable to pay damages or an award

Where you're legally liable to pay *damages* or an *award*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or when you're legally liable to pay *reparation*.

✚ Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## Resetting or reprogramming your security system — we'll pay to reset your security system after a break-in

We'll pay up to \$500 during the *period of insurance* for the reasonable costs of resetting or reprogramming a security system installed at your *home*.

The security system must have been activated during a break-in or attempted break-in that happened during the *period of insurance*.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Retaining walls — we'll cover walls that retain land

We'll pay up to \$80,000 for *loss* to retaining walls for any one event. This includes your share in retaining walls that you jointly own with other property owners.

To be covered, the retaining walls must meet all of the following criteria.

- Be complete — we don't cover retaining walls if they were incomplete, or were not functioning or maintained when the *loss* occurred.
- Have the sole purpose of retaining land (meaning their purpose doesn't include repelling water of any kind).
- Have all necessary permits, consents, and certificates from local authorities.
- Have been damaged in a single *accidental* event — we don't cover gradual damage to retaining walls.

We'll pay for the cost of repairing the wall to the condition it was in immediately before the *loss*. We'll also pay for the following things if they are directly necessary for the work to the retaining wall or part of the retaining wall that has suffered *loss*.

- Gaining access to the wall.
- Stabilising the soil.
- Providing footings and drainage materials.

### *We may pay more for retaining walls if they're valued over \$80,000*

We may pay more than \$80,000 to repair retaining walls, if:

- when making a claim you give us a valuation for your property, issued by a qualified valuation or construction expert or professional, like a quantity surveyor, qualified valuer, or builder
- the valuation was done before the *loss*
- the valuation separately identifies the *replacement value* for all retaining walls
- your *home sum insured* reflects the total *replacement value* for your *home* as shown in the *valuation*.

If all the above circumstances apply, we'll pay up to the value of the retaining walls identified in the valuation.

### *How we define replacement value*

When we say *replacement value* in this benefit, we mean the amount that would be required to completely rebuild your *home* to the *replacement condition* if your *home* was totally destroyed.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Stolen keys — we'll pay to replace stolen keys and re-set keypads

We'll pay reasonable costs to change or replace locks and keys or change the electronic keypad's entry code, if any of the following happen.

- A key to your *home* is stolen.
- A key to your *home* is believed on reasonable grounds to have been duplicated without your agreement following its disappearance.
- A keypad entry code is shared without your agreement.

We'll also pay the reasonable cost of opening any safe after its key or combination details disappear or are stolen.

We'll pay up to \$2,000 in total for any one event.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Stress payment — we'll pay you an additional amount if your home is a total loss

If we pay a *total loss* under this policy, we'll pay you an extra \$5,000 for the stress caused by this *loss*.

✚ Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## SumExtra — we may pay more than your home sum insured

Under this benefit, if the *replacement cost* for your *home* is more than the *home sum insured*, we'll pay one of the following.

- The part of the *replacement cost* that exceeds the *home sum insured*, if the *loss* arises from any cause we cover other than *natural disaster*.
- Up to an extra 10% of the *home sum insured* towards the *replacement cost* if the *loss* arises from *natural disaster*.

### Conditions for qualifying for SumExtra

You will qualify for SumExtra if all of the following apply.

1. We settle your claim by paying the *replacement cost* using any of the options numbered 1 to 4, under the heading 'How we settle your Home insurance claim under Cover Option – Maxi' on page 30.
2. At the time of *loss*, the *home sum insured* equals or exceeds a written estimate of costs reasonably necessary to rebuild your *home*. The standard of the rebuild used for the written estimate of costs must:
  - be to a standard or specification similar to, but no better than, your *home's* condition when new
  - use equivalent techniques and building materials readily available in New Zealand.
3. You must have obtained the written estimate of costs from one of the following.
  - The online rebuilding cost calculator on our website, or another online rebuilding cost calculator that we accept.
  - A registered valuer, registered quantity surveyor, building practitioner holding a suitable trade licence, or another building specialist, that we accept.
  - Any other method or source that we accept.
4. The written estimate of costs provides a complete and correct description of your *home* and is less than 3 years old at the time the *home sum insured* was most recently agreed – which could be when you purchased the policy, anytime during the *period of insurance*, or at your last renewal.
5. When you make a claim, you must provide us proof of the estimate for rebuilding your *home*, that you obtained before you set your *home sum insured*.
6. You may have increased the size or improved the quality of your *home* since you obtained your written estimate of costs. In this case, you must have increased the *home sum insured* in line with the increase in the rebuilding cost of your *home*. If you haven't, we'll pay only up to an extra 10% of your *home sum insured*. That's regardless of whether the *loss* is caused by *natural disaster* or any other event we insure against.

### How SumExtra affects your cover

This benefit doesn't increase the *home sum insured*, or increase any cover that's based on a percentage of the *home sum insured*.

✚ Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## Temporary removal of fixtures and fittings — we'll cover fixtures and fittings while they're away for repairs

We'll pay for *loss* to fixtures and fittings that form part of your *home* while they're with a professional tradesperson or organisation for repair.

This benefit covers the fixtures and fittings while they're removed from your *home* for up to 60 days. The *loss* must happen during the *period of insurance*.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Tree removal — we'll pay to remove trees that fall on your home

If we've accepted a claim for *loss* to your *home* caused by a tree or part of a tree falling onto your *home*, we'll pay to remove any part of the tree that's necessary to allow repairs to the *home*.

We'll also pay up to \$2,000 for costs you reasonably incur to remove the rest of the tree from your property. This includes any parts of the tree that haven't fallen.

We won't pay if you knew the tree was unsound or unstable and needed to be removed. We'll never pay to remove stumps from the ground.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Water or sewage pipe blockage — we'll cover clearing blockages to underground water and sewage pipes

We'll pay the reasonable cost of clearing an *accidental* blockage in an underground water or sewage pipe.

We'll pay if all the following apply.

- The blockage wasn't caused by the roots of any tree or plant.
- The blockage happened during the *period of insurance*.
- The blocked pipe is within the *residential boundaries* of your *home*.

If clearing the blockage damages part of a driveway, patio, path, paving, tennis court, or other permanent structure that forms part of the *home*, we'll cover the cost of repairing or rebuilding the damaged part.

The maximum we'll pay under this benefit is up to \$1,500 during any one *period of insurance*.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.



## Optional benefit — the additional cover you can choose

If you've chosen the following optional benefit, it will appear on your *schedule*.

### Landlord's extension — for tenanted properties

We'll provide the cover below for the number of self-contained dwelling units shown on your *schedule*. All the following must apply.

- You've paid an extra *premium* for this benefit, and your *schedule* shows this benefit is included.
- Each unit has a *tenant* living in it, and is at the address shown on your *schedule*.
- You meet all of the Landlord obligations in the 'What your responsibilities are' section on page 106.

We'll reduce any payment we make under this benefit by any *rent* you received in advance, and any bond that you or Tenancy Services hold, that you could use to compensate the *loss*.

#### *Landlord's furnishings — we'll pay the indemnity value*

We'll pay you the *indemnity value* of *landlord's furnishings*, if they suffer *loss* caused by:

- an event this policy covers
- malicious damage or theft as outlined in the 'Malicious damage or theft' section of this benefit below.

For any one event, we'll pay whichever is higher:

- \$20,000 for *landlord's furnishings* for each dwelling unit that suffers *loss*
- the amount on your *schedule* for *landlord's furnishings*.

#### *Malicious damage or theft — we'll cover deliberate damage or theft by tenants or their guests*

We'll cover you for:

- malicious, intentional, or deliberate damage to the *home*
- theft of any part of the *home*

committed by your *tenants*, or people at the *home* with your *tenants'* permission.

We'll pay either:

- the reasonable cost of rebuilding, repairing, or replacing the damaged part of your *home* to the *replacement condition*
- the *indemnity value*, if you don't decide to have your *home* repaired, rebuilt, or replaced within a reasonable time.

The most we'll pay is \$30,000 for any single event. This limit does not apply to damage caused by fire or explosion resulting from malicious, intentional, or deliberate damage to the *home* by *tenants* or their guests.

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

#### *Loss of rent due to loss covered under this policy*

We'll pay or reimburse you for loss of *rent* if your *home* is *uninhabitable* for either of the following reasons.

- *Loss* covered by this policy, or that would be covered by this policy but is instead covered by EQC because of the Earthquake Commission Act 1993.
- Prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* because of possible or impending damage to an otherwise safe or sanitary *home*.

We'll pay or reimburse you from the date your *home* becomes *uninhabitable*.

We'll provide this benefit if one of the following applies.

- A *tenant* was living in your *home* when it became *uninhabitable*.
- Before your *home* became *uninhabitable*, you had a signed *tenancy agreement* with a new *tenant* to let your *home* continuously for at least 90 days.

We'll pay the average weekly *rent* you received for renting out your home while *tenants* were living in it over the 12 months before the *loss*. If you had a *tenancy agreement* signed for a new *tenant* before the *loss*, we'll pay the weekly *rent* in the agreement.

We'll keep paying this benefit for:

- the time necessary to rebuild or repair your *home*, up to 12 months
- up to 2 months if you don't want to repair or rebuild your *home*
- the time during which authorities are preventing access to your *home*, up to 12 months.

For any one event, we'll pay up to whichever is higher:

- \$40,000 for each dwelling unit that is *uninhabitable* and experiencing a loss of *rent*
- the amount on your *schedule* for loss of *rent*.

### *Loss of rent due to non-payment by tenants*

We'll pay or reimburse you for loss of *rent* if your *tenants* don't pay their *rent* for any of the following reasons.

- Your *tenants* can lawfully move out of your *home* because authorities are preventing access or if public utilities fail. We'll pay up to 8 weeks *rent*.
- Your *tenants* move out of your *home* without giving the required notice. We'll pay up to 8 weeks *rent*.
- You lawfully evict your *tenants* from your *home* because they didn't pay *rent*. We'll pay up to 12 weeks *rent*.
- The Tenancy Tribunal orders your *tenants* to leave your *home* and the tenancy to end. We'll pay up to 12 weeks *rent* if you or your property manager have enforced the order within 5 working days of it being issued.

Loss of *rent* is calculated from the date unpaid *rent* was first due until either the *home* is re-*tenanted*, or we have paid the maximum number of weeks *rent* that applies to the reason your *tenants* have stopped paying — as explained above.

# What your Home is covered for under Cover Option – Flexi

If your *schedule* shows you have Cover Option – Flexi, we'll cover you for specific types of *loss* to your *home* at the address on your *schedule*. Any *loss* must happen during the *period of insurance* and arise only from the following events.

- Breakage of any gas pipes, fresh-water pipes, underground water and septic tanks, underground drainage and sewerage pipes, electricity, data, or telephone cables.
- Breakage of fixed glass or porcelain forming part of your *home*.
- Burglary or theft.
- Burning out by electrical current.
- Collision or impact by vehicle or animal.
- Fire, explosion, or lightning.
- Impact from aircraft or other aerial or spatial devices, or items or debris dropped from them.
- Malicious damage or vandalism.
- *Natural disaster*.
- Plumbing installations freezing in your *home*, except for installations outside or in outbuildings or detached garages.
- Possums entering your *home*.
- Riots, civil commotion, strikes, or labour disturbance.
- Storm or *flood*.
- Water or oil suddenly escaping or overflowing from any domestic water or heating equipment, sink, bath, toilet, or pipes installed in your *home*.

Your cover also includes the benefits listed below, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

## Benefits we include in your cover

This section explains in detail the benefits we provide, and what we'll pay for each.

✓ — paid out of your *home sum insured*

+ — paid in addition to your *home sum insured*

Benefit	Page	Benefit	Page
+ Alternative accommodation	21	✓ Natural disaster	22
✓ Authorities damage	21	+ Property owner's liability	22
+ Landscaping	21		

## Alternative accommodation — we'll pay for temporary accommodation if your home is uninhabitable

If you own and live in your *home*, we'll cover your reasonably incurred extra costs for temporary accommodation if you can't live in your *home* because it is *uninhabitable* due to:

- *loss* this *home* policy wording covers
- *loss* to the *home* that happens during the *period of insurance* that is covered entirely by the Earthquake Commission
- prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* because of possible or impending damage to an otherwise safe or sanitary *home*.

The temporary accommodation must be of a similar standard to your *home*.

This cover includes boarding your *domestic pets*, storing your *contents*, and moving your *contents* to and from storage or temporary accommodation.

We'll cover up to 12 months of temporary accommodation. We may choose to remove the 12-month limit if there's a widespread *natural disaster*.

For any one event, we'll pay up to 5% of your *home sum insured* on your *schedule* or \$30,000, whichever is greater.

### What we won't cover under this benefit

Under this benefit, we won't cover:

- any costs you would otherwise pay if your *home* was habitable, such as travel, consumables, phone charges, electricity, gas, or water supply services — or any increase in these costs associated with the temporary accommodation
- the costs of an alternative premises for your *home office*, *healthcare practice* or for any other business-related use of your *home*.

### Situations where this benefit won't apply

This benefit will never apply if:

- your *home* is not *uninhabitable* (other than when authorities stop you from accessing your *home* as outlined above)
- we haven't agreed in writing that it's necessary for you to move out of your *home* while it's repaired or rebuilt
- the *loss* covered by the Earthquake Commission is only *loss* to land.

+ Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## Authorities damage — we'll cover damage caused to prevent other loss

We'll cover physical damage to your *home* that government or local authorities cause to prevent *loss* that this policy covers.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Landscaping — we'll cover your gardens and lawns

We'll pay up to \$2,500 for any one event for damage to your gardens (including hedges, trees, shrubs, and plants), garden edging, and lawns. One of the following must apply.

- The same event also damaged your *home*, and we've agreed to pay a claim for *loss* to your *home*.
- A vehicle that you don't own or weren't in control of causes damage to your gardens, garden edging or lawns by impact during the *period of insurance*, without damaging your *home*.

+ Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## Natural disaster — we'll cover natural disasters along with EQC

The Earthquake Commission (EQC) provides some *natural disaster* cover for homes under the Earthquake Commission Act 1993 (the EQC Act). If *loss* to your *home* is caused by *natural disaster*, any cover under this policy depends upon whether there is cover for your *home* under the EQC Act.

### *Loss to parts of your home which EQC insures*

Where *loss* to your *home* is caused by *natural disaster*, we'll pay up to a maximum of the difference between these two amounts:

- the *indemnity value* of your *home*
- the amount payable under the EQC Act

less any *excess* we usually charge.

EQC must have done both of the following:

- accepted liability for your claim
- already paid the maximum under the EQC Act for the *loss*.

We don't cover any *excess* charged by EQC.

### *Loss to parts of your home which EQC does not insure*

Under the EQC Act, EQC does not insure some parts of your *home*. We'll pay for *loss* to the following permanently installed items which EQC does not cover:

- drains, pipes, and cables
- driveways, paths, patios, fences, and walls
- swimming or spa pools
- tennis courts.

An additional *excess* of \$5,000 applies to amounts we pay for these parts of your *home*.

### *The total you receive for natural disaster is limited to your sum insured*

The most you will receive for *loss* caused by *natural disaster* from EQC and us combined is your *home sum insured*.

All other policy terms and conditions, including the 'Land' exclusion apply to the *natural disaster* benefit, along with the basis for settling claims.

✓ Any amount we pay under this benefit, we'll pay out of your *home sum insured*.

## Property owner's liability — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *loss* to someone else's property, or *accidental bodily injury*.

The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- results from your ownership of the *home*.



### Landlord's liability

As a landlord you have responsibilities under the Health and Safety at Work Act 2015. If you fail to comply with these and a judgment is made against you under the Act, we'll pay an *award* due to *accidental bodily injury*. We'll do this as long as you have met the cover requirements above and your *home* is *tenanted*.

### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you're charged with any offence in connection with your ownership of the *home*, which resulted in *bodily injury* to another person or *loss* to someone else's property.
- Obtain our written approval before any offer of *reparation* is made.

### What we won't pay under Property owner's liability

We won't pay for any punitive or exemplary damages awarded against you.

We won't pay for legal liability:

- for *loss* to property that you own or that is under your control
- arising from:
  - any business, profession, or employment, except where cover is provided under 'Landlord's liability' above
  - the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft, or boat
  - the ownership and/or possession of any animals, other than *domestic pets*.
- where any exclusion in either of the following sections applies:
  - 'What we don't cover under this policy — Home insurance exclusions' (see pages 25 to 29)
  - 'What we don't cover under this policy — overall exclusions' (see pages 99 to 101).

We won't cover liability assumed by agreement (unless you would have been liable anyway). But we do cover liability normally agreed to by a landlord under a standard form tenancy or lease agreement.

### Limits on what we'll pay for Property owner's liability

For any one event, we'll pay:

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

The most we'll pay for all legal liabilities for an *award*, *damages*, or *reparation* is a combined total of \$2,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above.

### We also pay legal defence costs if you are legally liable to pay damages or an award

Where you're legally liable to pay *damages* or an *award*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or when you're legally liable to pay *reparation*.

+ Any amount we pay under this benefit, we'll pay in addition to your *home sum insured*.

## Optional benefit — the additional cover you can choose

If you have chosen the following optional benefit, it will appear on your *schedule*.

### Landlord's extension — for tenanted properties

We'll provide the cover below for the number of self-contained dwelling units shown on your *schedule*. All the following must apply.

- You've paid an extra *premium* for this benefit, and your *schedule* shows this benefit is included.
- Each unit has a *tenant* living in it, and is at the address shown on your *schedule*.

#### *Landlord's furnishings — we'll pay the indemnity value*

We'll pay you the *indemnity value* of *landlord's furnishings* if they suffer *loss* caused by an event this policy covers.

For any one event, we'll pay up to \$5,000 for *landlord's furnishings* for each dwelling unit that suffers *loss*.

#### *Loss of rent due to loss covered by this policy*

We'll pay or reimburse you for *rent* you lose if your *home* is *uninhabitable* for either of the following reasons.

- *Loss* covered by this policy, or that would be covered by this policy but is instead covered by EQC because of the Earthquake Commission Act 1993.
- Prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* because of possible or impending damage to an otherwise safe or sanitary *home*.

We'll pay or reimburse you from the date your *home* becomes *uninhabitable*.

We'll provide this benefit if one of the following applies.

- A *tenant* was living in your *home* when it became *uninhabitable*.
- Before your *home* became *uninhabitable*, you had a signed *tenancy agreement* with a new *tenant*, to let your *home* continuously for at least 90 days.

We'll pay the average weekly *rent* you received for renting out your *home* while *tenants* were living in it over the 12 months before the *loss*. If you had a *tenancy agreement* signed for a new *tenant* before the *loss*, we'll pay the weekly *rent* in the agreement.

We'll also pay any other costs incurred with our written permission.

We'll keep paying this benefit for:

- the time necessary to rebuild or repair your *home*, up to 12 months
- up to 2 months if you don't want to repair or rebuild your *home*
- the time authorities are preventing access to your *home*, up to 12 months.

For any one event, we'll pay up to whichever is higher:

- \$20,000 for each dwelling unit that is *uninhabitable* and experiencing a loss of *rent*
- the amount on your *schedule* for loss of *rent*.

# What we don't cover under this policy — Home insurance exclusions

We won't cover you in these situations. These exclusions apply whether you have Cover Option — Maxi or Cover Option — Flexi.

There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on pages 99 to 101.

## Business use

We won't cover any *loss* or liability arising from your *home* being used for business.

This exclusion doesn't apply to:

- any part of the *home* used as a *home office* or *healthcare practice*.
- *loss* arising from any other business-related use of your *home* that we've agreed to and is shown on your *schedule*.

## Costs to mitigate loss

We won't cover any costs directly or indirectly arising from either of the following, even if they're necessary to prevent or lessen *loss* to your *home*.

- Stabilising or improving land.
- Erecting or upgrading any improvements to land.

## Damage by insects and vermin

We won't cover *loss* caused by insects or vermin — except possums.

However, if there's resulting *loss* to other parts of the *home* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

## Damage during cleaning, repair, renovation, or restoration

We won't cover any *loss* caused by any cleaning process, renovation, repair, or restoration — but this only excludes the property that has undergone that process. This exclusion doesn't limit cover under the 'New building work' benefit.

However, if there's resulting *loss* to other parts of the *home* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

## Defective workmanship

We won't cover *loss* caused by poor or defective workmanship.

However, if there's resulting *loss* to other parts of the *home* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

## Defects

We won't cover *loss* caused by any defect in design or inherent fault.

However, if there's resulting *loss* to other parts of the *home* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

## Deliberate damage by people living in your home

We won't cover *loss* caused by burglary, theft, malicious, intentional, or deliberate damage committed by anyone renting, living, or staying in your *home*.

However, if your *home* is *tenanted*, we'll cover any *loss* from fire or explosion caused by malicious, intentional, or deliberate damage by *tenants*.

This exclusion doesn't apply to cover under the 'Landlord's extension' optional benefit, but only if:

- your *home* is *tenanted*
- your *schedule* shows you have Cover Option – Maxi and the 'Landlord's extension' optional benefit.

## Gradually operating causes

We won't cover *loss* caused by the action of micro-organisms, mould, mildew, rot, fungi, or any other gradual cause.

We won't cover *loss* caused by corrosion or rust.

This exclusion doesn't limit cover under the 'Gradual damage' benefit.

## Home defects

We won't cover any *loss* to your *home* that is in any way connected to your *home* failing to include:

- materials
- a design
- a system
- or standard of workmanship

that effectively prevents or manages the presence or penetration of moisture or water that your *home* might be reasonably subjected to.

## Household pets

We won't cover *loss* caused by any pets scratching, chewing, tearing, or soiling.

This exclusion only applies if you don't live in your *home*.

## Hydrostatic pressure

We won't cover any *loss* to swimming and spa pools caused by hydrostatic pressure.

## Illegal drug contamination

We won't cover *loss* or liability arising from anyone making, supplying, storing, possessing, or using any illegal drugs or substances in or near your *home*.

This exclusion also applies to any precursor chemicals or materials used in the making, supplying, storing, possessing, or use of illegal drugs or substances.

However, we'll cover any *loss* to your *home* from fire or explosion.

## We'll provide some cover if you have Cover Option — Maxi

If your *schedule* shows you have Cover Option — Maxi, this exclusion doesn't apply in either of the following circumstances.

- Your *home* is *tenanted*, and we cover you under the 'Methamphetamine contamination' benefit.
- You normally live in your *home*, and *loss* is caused by unknown people entering your *home* without your permission while it's unattended (but not *unoccupied*). We'll extend the 'Methamphetamine contamination' benefit to cover the *loss*, and this exclusion won't apply to that cover. The normal limit for what we pay for the 'Methamphetamine contamination' benefit won't apply. Instead, we'll pay within the *home sum insured*.

## Land

We won't cover any of the following.

- Land.
- *Loss* to land.
- Repairing or stabilising land so you can repair or rebuild your *home*.
- Treating land so it's suitable for repairing or building your *home*.
- Any costs in any way connected with stabilising or making improvements to land, or erecting or upgrading any improvements to land, which are needed to prevent or reduce *loss* to the *home*.
- *Loss* that is in any way connected with subsidence, settling, ground heave, shrinkage, or erosion.
- *Loss* in any way connected with land, where you know the land needs repair, or you know the land poses a threat to the *home*.
- *Loss* in any way connected with the condition of the land if you, or a previous owner of the *home*, have received money from the Earthquake Commission to repair the land, but not done so.

We'll only cover work to land if it's either:

- work we cover under the 'Retaining walls' benefit
- digging foundations or piles which are both:
  - necessary to allow for the repair or rebuild of your *home* after a *loss* we cover
  - required by government or local authority statutes, bylaws, or regulations.

You must ensure your land provides an acceptable platform for any repairing or rebuilding of your *home* that we cover.

## Lifting or moving your home

We won't cover *loss* that is in any way connected with lifting or moving your *home*.

## Mechanical or electrical breakdown

We won't cover *loss* caused by either:

- mechanical or electrical breakdown
- inability to operate any mechanical or electrical device this policy covers.

This exclusion doesn't apply to *loss* caused by actual burning out as a direct result of an *accidental* external cause, or if the *loss* arises from:

- impact
- earthquake or *flood*
- fire or lightning
- an external power surge that originated outside of the *home*
- volcanic eruption
- malicious acts.

We never cover *loss* where arcing occurs in the ordinary working of any lighting or heating element, fuse, protective device, or electronic contact.

However, if there's resulting *loss* to other parts of the *home* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

## Natural disaster

We won't cover *loss* in any way connected with any of these:

- earthquakes or natural landslips
- volcanic eruptions or hydrothermal activity
- tsunamis
- fire resulting from any of the above.

This exclusion doesn't limit cover under the 'Natural disaster' benefit.

## Some events in the first 72 hours of this policy

We won't cover any *loss* that happens during the first 72 hours of the policy, if the *loss* is caused by storm, *flood*, landslip, bush fire, or volcanic activity.

This exclusion only applies when you first take out this policy. This exclusion doesn't apply if either:

- this policy starts immediately after another policy that insures your *home* against storm, *flood*, landslip, bush fire, or volcanic activity
- you took out this policy when you first bought your *home*.

## Structural changes we haven't agreed to

We won't cover *loss* caused by either of the following.

- Adding to or changing the structure of your *home*, unless the 'New building work' benefit applies.
- Removing any external walls, roofing, external cladding, windows, or doors.

We'll cover you if you told us about the work before it began, and we agreed in writing to keep covering you.



## Uncertified home

We won't cover any *loss* that's in any way connected to your *home* failing to meet the standard that any regulation, Act, or bylaw prescribes.

## Unoccupied homes

We won't cover any *loss* to your *home* while your *home* is:

- *unoccupied*
- unattended, if you normally use it as a holiday *home* or weekend *home*.

However, we'll cover you if we know the *home* is a holiday *home*, or we agreed in writing to cover you while your *home* was *unoccupied*.

All of the following must be met.

- Your *home*, its lawns, and its gardens are kept tidy.
- All external doors and windows are kept locked.
- All papers and mail are collected regularly.
- Your *home* is under regular supervision.

If you normally live in your *home*, but your travel or medical commitments mean it's *unoccupied* for more than 60 days, we'll keep covering it for an additional 30 days. You must still meet the conditions above.

## Vibration

We won't cover *loss* caused by vibration, weakening of support, or removal of support.

## Wear and tear

We won't cover *loss* caused by wear and tear.

However, if there's resulting *loss* to other parts of the *home* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

# How we settle your Home insurance claim under Cover Option – Maxi

If your *home* suffers a *loss* which we accept under your Cover Option – Maxi home policy, we may choose to settle your claim in one of the following ways. No matter what we choose, we'll only pay up to the *home sum insured*.

If your *schedule* shows a *sum insured* for other parts of your *home*, the maximum we'll pay for those parts is the specific *sum insured* for them on your *schedule*.

## 1. Repair or rebuild your home

We'll repair or rebuild your *home* to the *replacement condition*.

We'll decide the best way to advance your claim, including inspecting any damage, choosing the repairer, and arranging the repair.

If we choose to repair your *home*, we'll get independent quotes from our approved repairers or suppliers. You can recommend repairers or suppliers to provide quotes for us to consider. We'll choose who will repair your *home*, oversee any repairs, and keep you up to date with what's happening.

## 2. Pay up to the replacement cost, to repair or rebuild your home

We'll pay up to the *replacement cost* to let you repair or rebuild your *home*. We'll only pay after you've incurred that cost. You must keep us up to date about the repair or rebuild. We can inspect the repair or rebuild and any relevant documents at any time.

## 3. Pay up to the replacement cost

We'll pay up to the *replacement cost* we believe you'll incur within 12 months. Before we choose this option, you must agree with us on the terms outlining how you will secure our payment until you incur the cost.

## 4. Pay the replacement cost to rebuild somewhere else

We'll pay up to the *replacement cost* to let you to build a *home* somewhere else. We won't pay for any extra costs associated with building at that location. You must finish building within 12 months unless we agree to extend that time. You must keep us up to date about the build. We can inspect the build and any relevant documents at any time.

## 5. Pay the replacement cost to buy a home somewhere else

We'll pay up to the *replacement cost* to let you to buy a *home* somewhere else within 12 months. You must agree with us on the terms outlining how you will secure our payment until you incur the cost.

## 6. Pay the indemnity value

We'll pay the *indemnity value* where you don't intend to repair or rebuild within 12 months unless we agree to extend that time.

## 7. We'll pay your mortgagee then settle any remainder

We'll first pay any part of the *replacement cost* to any mortgagee or party with a secured financial interest in your *home*. If there is any remaining part of the *replacement cost* after this payment, we will settle it by choosing one of the options above.

## There are some limits on what we'll pay

### We'll reduce the sum insured if you haven't repaired, replaced, or rebuilt previous losses

The *home sum insured* will be reduced from the sum on your *schedule* by the amount needed to repair, replace, or rebuild any *loss* which occurred in any previous *period of insurance*.

This only applies where you haven't repaired, replaced, or rebuilt a *loss* that happened in a previous *period of insurance*.

### We'll pay up to \$50,000 for roads, lanes, and bridges

We'll pay up to \$50,000 for your share of incurred costs during the *period of insurance*, for *loss* to any private:

- road
- lane
- right-of-way
- access way
- bridge, including a bridge within the *residential boundaries* of the property your *home* is on
- guttering, drains, piping, cables, and lighting associated with any of the above.

We'll pay if the structures listed above provide access to a driveway that you own or share with other homeowners and you are responsible for.

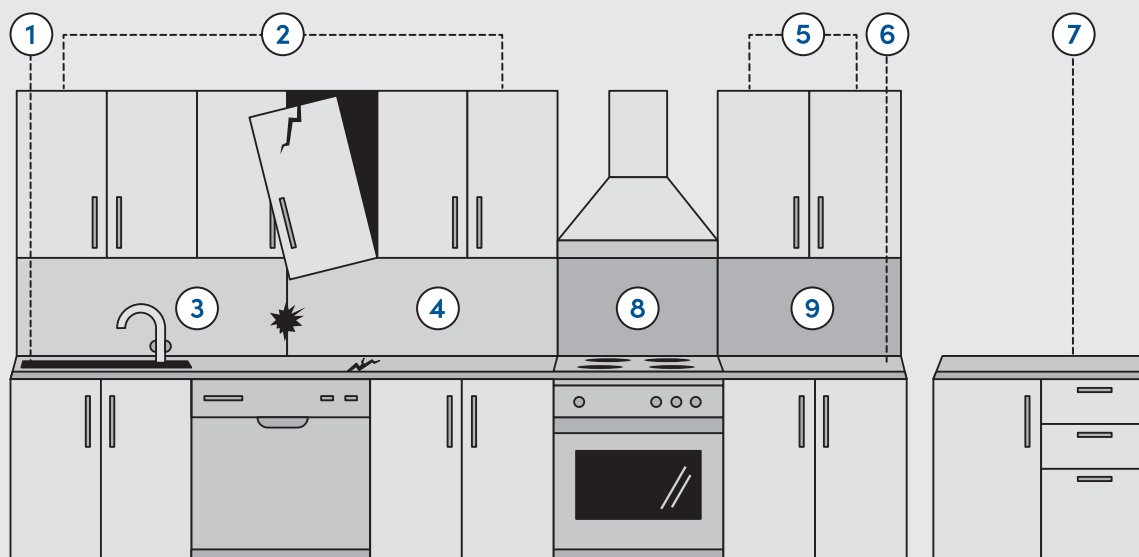
## If damaged items are part of a group, we'll only pay for those damaged items

If items that suffer *loss* are part of a group of *similar items*, we'll only pay for those items that actually suffered *loss*. We'll pay up to the value of those items, or the cost to replace them.

We don't have to exactly replace, repair, or rebuild items that have suffered *loss*.

### Repairs to your kitchen

We'll repair the damaged areas of your kitchen and any undamaged areas that are considered part of the same section because they are continuously joined, are on the same level and made of the same materials.



In this example we would replace the long bench up to the stove (1), the overhead cupboards (2) and both glass splash backs (3 & 4).

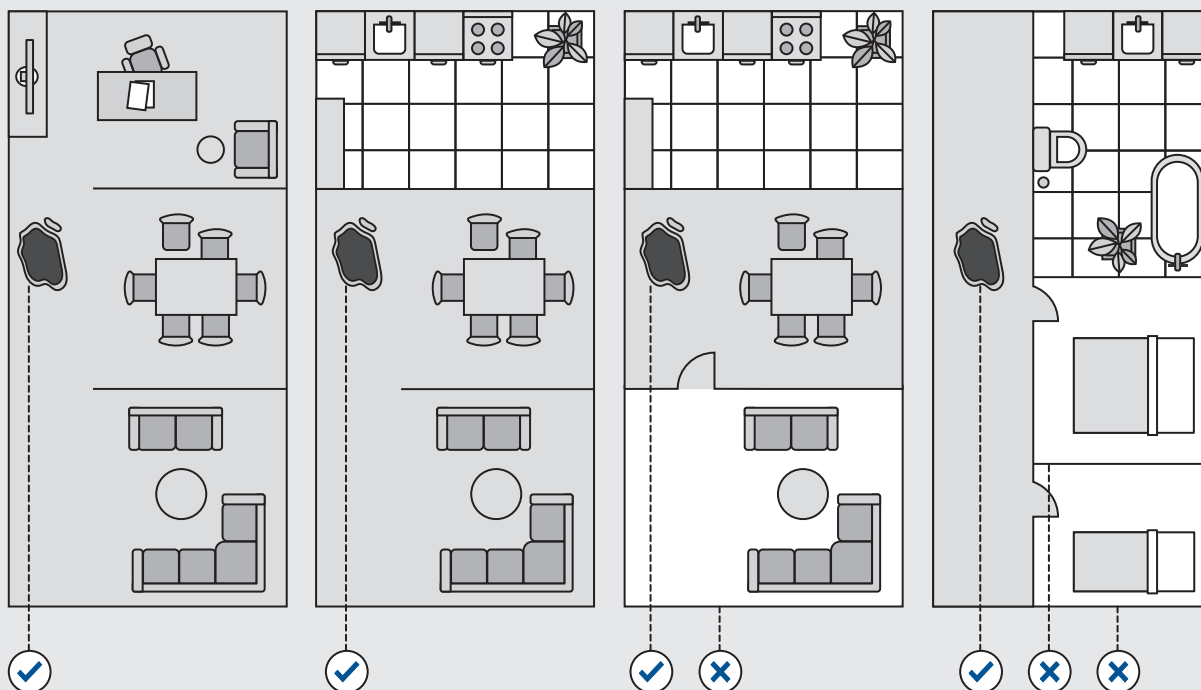


In this example we would not replace overhead cupboards (5), the separate bench tops (6 & 7), or the glass splash backs (8 & 9) as these are considered separate sections.

## We'll only replace wallpapers, floor coverings and curtains in the room where the loss happens

We'll only replace damaged wallpaper, floor coverings, drapes, curtains, and blinds in the *room* where the *loss* happened.

### Floor coverings



As all the rooms are open plan and all have the same floor covering, we would replace the floor covering in all three rooms.

As the two rooms are open plan, we would replace the floor covering in both rooms.

As there is a door between the two rooms, we would replace only the floor covering in the dining room.

In this case, we would replace the hallway floor covering only.

## We won't pay to comply with heritage covenants

If your *home* is registered with the Heritage New Zealand Pouhere Taonga, we won't pay any extra costs or fees needed to comply with any heritage covenants that apply to your *home*.

## We won't pay to repair land beneath damaged driveways

If an area of driveway suffers damage, we'll only pay to repair the base, the top layer, or both. We won't pay to repair the land beneath the driveway.

## We'll pay the indemnity value for older floor coverings

If you don't live in your *home*, we'll only pay the *indemnity value* for any fixed floor coverings over 5 years old. A fixed floor covering includes if it's floating, glued, tacked or smooth-edged.

## We'll pay the indemnity value for older shade sails

We'll only pay the *indemnity value* for outdoor shade cloth or fabric (shade sails) over 5 years old.

## Costs we'll pay that are associated with your claim

We'll pay the following costs from your *home sum insured*.

### Professional fees and clearance costs

We'll pay the following reasonable costs if they are necessary for the building work needed to repair or rebuild your *home*.

- Costs you incur from demolishing the damaged part of your *home*, clearing the building site, and removing any debris from your *home*.
- Fees you incur for the service of architects, surveyors, consultants, lawyers, and council. The fees must be directly necessary to repair or rebuild your *home* following any *loss* this policy covers. You must get our permission before you incur these fees. This does not include costs which would not usually be required to enable building work of the type required for the repair or rebuild to proceed.

## Statutory requirements — we'll pay to make your home compliant

When we pay to rebuild or repair your *home*, we'll pay the costs required to repair or rebuild the damaged portion of the *home* that is needed solely to comply with government or local authority statutes, by-laws and regulations ('the cost of compliance').

We'll only pay these costs if all the following apply.

- You didn't know about, or you had not been served with notice of, the *home* failing to comply with the statutes, by-laws, or regulations before the *loss* happened.
- An entry has not been made on your Certificate of Title under section 36 of the Building Act 1991, or section 74 of the Building Act 2004. However, we'll provide cover relating to the entry if we had agreed in writing before the *loss* happened.
- The costs don't relate to design issues that this policy excludes under the 'Home defects' exclusion on page 26.
- The damaged part of the building complied with relevant statutes, by-laws, or regulations when it was built, and whenever it was altered. If it didn't comply at those times, it had since been certified as compliant.

We'll only pay the cost of compliance:

- for the part of your *home* that has suffered physical damage that this policy covers
- that relates solely to repairing that *loss*.

We won't pay:

- the cost of compliance for any undamaged part of the *home*, whether or not it complies with statutes, by-laws, or regulations
- any extra costs or fees needed to comply with heritage covenants on your *home*, if it's registered with the Heritage New Zealand Pouhere Taonga
- to repair, prepare, stabilise, or treat the land if that's necessary to comply with regulations to allow repair or rebuilding of your *home*.

## The maximum we'll pay for your claim

The most we'll pay under the Cover Option – Maxi home policy wording is the following list, added together.

- The *home sum insured* shown on your *schedule* (including benefits paid from within it).
- Any GST that you've paid or is payable on the *home sum insured*.
- Any amounts we are required to pay under these benefits:
  - Alternative accommodation (page 8)
  - Environmental improvements (page 9)
  - Landscaping (page 10)
  - Property owner's liability (page 13)
  - Stress payment (page 16)
  - SumExtra (page 16)
  - Optional benefit – Landlord's extension (page 18), if your *schedule* shows that you have this benefit.



# How we settle your Home insurance claim under Cover Option – Flexi

If your *home* suffers a *loss* that we cover under your Cover Option – Flexi home policy, we'll pay the *indemnity value* of your *home*, up to the *home sum insured*.

## There are some limits on what we'll pay

### We'll reduce the sum insured if you haven't repaired, replaced, or rebuilt previous losses

The *home sum insured* will be reduced from the sum on your *schedule* by the amount needed to repair, replace, or rebuild any *loss* which occurred in any previous *period of insurance*.

This only applies where you haven't repaired, replaced, or rebuilt a *loss* that happened in a previous *period of insurance*.

### We'll pay up to \$50,000 for roads, lanes, and bridges

We'll pay up to \$50,000 for your share of incurred costs during the *period of insurance*, for *loss* to any private:

- road
- lane
- right-of-way
- access way
- bridge, including a bridge within the *residential boundaries* of the property your *home* is on
- guttering, drains, piping, cables, and lighting associated with any of the above.

We'll pay if the structure listed above provides access to a driveway that you own or share with other homeowners and you are responsible for.

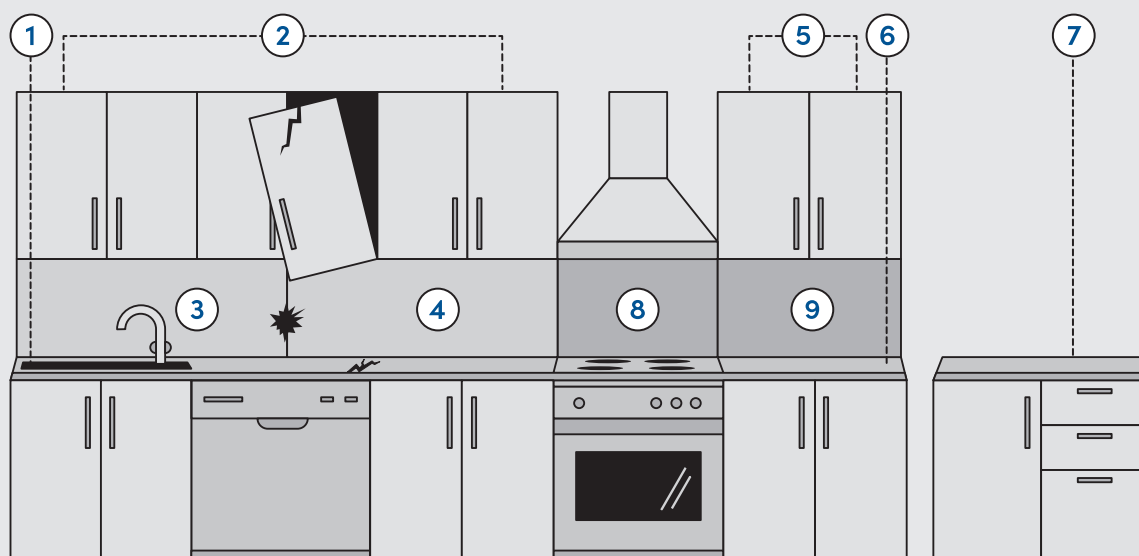
## If damaged items are part of a group, we'll only pay for those damaged items

If items that suffer *loss* are part of a group of *similar items*, we'll only pay for those items that actually suffered *loss*. We'll pay up to the value of those items, or the cost to replace them.

We don't have to exactly replace, repair, or rebuild items that have suffered *loss*.

### Repairs to your kitchen

We'll repair the damaged areas of your kitchen and any undamaged areas that are considered part of the same section because they are continuously joined, are on the same level and made of the same materials.



In this example we would replace the long bench up to the stove (1), the overhead cupboards (2) and both glass splash backs (3 & 4).

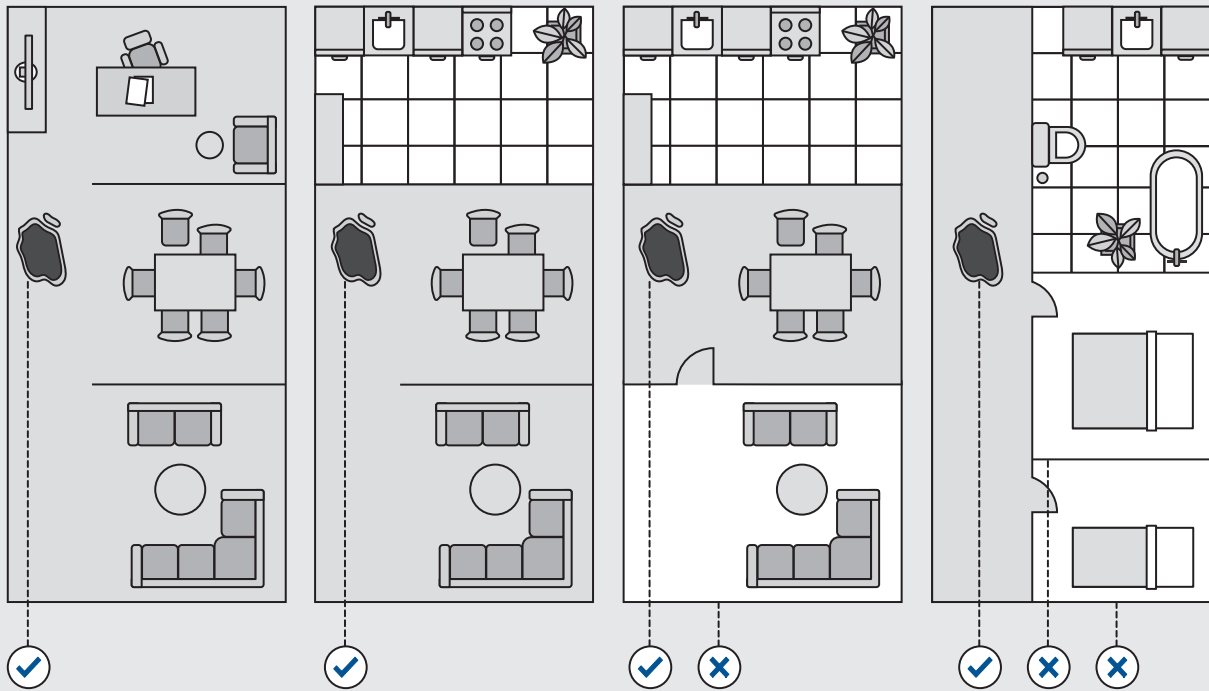


In this example we would not replace overhead cupboards (5), the separate bench tops (6 & 7), or the glass splash backs (8 & 9) as these are considered separate sections.

## We'll only replace wallpapers, floor coverings and curtains in the room where the loss happens

We'll only replace damaged wallpaper, floor coverings, drapes, curtains, and blinds in the *room* where the *loss* happened.

### Floor coverings



As all the rooms are open plan and all have the same floor covering, we would replace the floor covering in all three rooms.

As the two rooms are open plan, we would replace the floor covering in both rooms.

As there is a door between the two rooms, we would replace only the floor covering in the dining room.

In this case, we would replace the hallway floor covering only.

## We won't pay to comply with heritage covenants

If your *home* is registered with the Heritage New Zealand Pouhere Taonga, we won't pay any extra costs or fees needed to comply with any heritage covenants that apply to your *home*.

## We won't pay to repair land beneath damaged driveways

If an area of driveway suffers damage, we'll only pay to repair the base, the top layer, or both. We won't pay to repair the land beneath the driveway.

## Costs we'll pay that are associated with your claim

We'll pay the following costs out of your *home sum insured*.

### Professional fees and clearance costs

We'll pay the following reasonable costs if they are necessary for the building work needed to repair or rebuild your *home*.

- Costs you incur from demolishing the damaged part of your *home*, clearing the building site, and removing any debris from your *home*.
- Fees you incur for the service of architects, surveyors, consultants, lawyers, and council. The fees must be directly necessary to repair or rebuild your *home* following any *loss* this policy covers. You must get our permission before you incur these fees. This does not include costs which would not usually be required to enable building work of the type required for the repair or rebuild to proceed.

## Statutory requirements — we'll pay to make your home compliant

When we pay to rebuild or repair your *home*, we'll pay the costs required to repair or rebuild the damaged portion of the *home* that is needed solely to comply with government or local authority statutes, by-laws and regulations ('the cost of compliance').

We'll only pay these costs if all the following apply.

- You didn't know about, or you had not been served with notice of, the *home* failing to comply with the statutes, by-laws, or regulations before the *loss* happened.
- An entry has not been made on your Certificate of Title under section 36 of the Building Act 1991, or section 74 of the Building Act 2004. However, we'll provide cover relating to the entry if we had agreed in writing before the *loss* happened.
- The costs don't relate to design issues that this policy excludes under the 'Home defects' exclusion on page 26.
- The damaged part of the building complied with relevant statutes, by-laws, or regulations when it was built, and whenever it was altered. If it didn't comply at those times, it had since been certified as compliant.

We'll only pay the cost of compliance:

- for the part of your *home* that has suffered physical damage that this policy covers
- that relates solely to repairing that *loss*.

We won't pay:

- the cost of compliance for any undamaged part of the *home*, whether or not it complies with statutes, by-laws, or regulations
- any extra costs or fees needed to comply with heritage covenants on your *home*, if it's registered with the Heritage New Zealand Pouhere Taonga
- to repair, prepare, stabilise, or treat the land if that's necessary to comply with regulations to allow repair or rebuilding of your *home*.

## The maximum we'll pay for your claim

The most we'll pay under the Home Flexi policy wording is the following list, added together.

- The *home sum insured* shown on your *schedule* (including benefits paid from within it).
- Any GST that you've paid or is payable on the *home sum insured*.
- Any amounts we are required to pay under these benefits:
  - Alternative accommodation (page 21)
  - Landscaping (page 21)
  - Property owner's liability (page 22)
  - Optional benefit – Landlord's extension (page 24), if your *schedule* shows that you have this benefit.

# Contents insurance — your contents insurance cover under this policy

The cover we provide under this policy depends on the cover option on your *schedule*. You'll have either Cover Option — Maxi or Cover Option — Flexi.

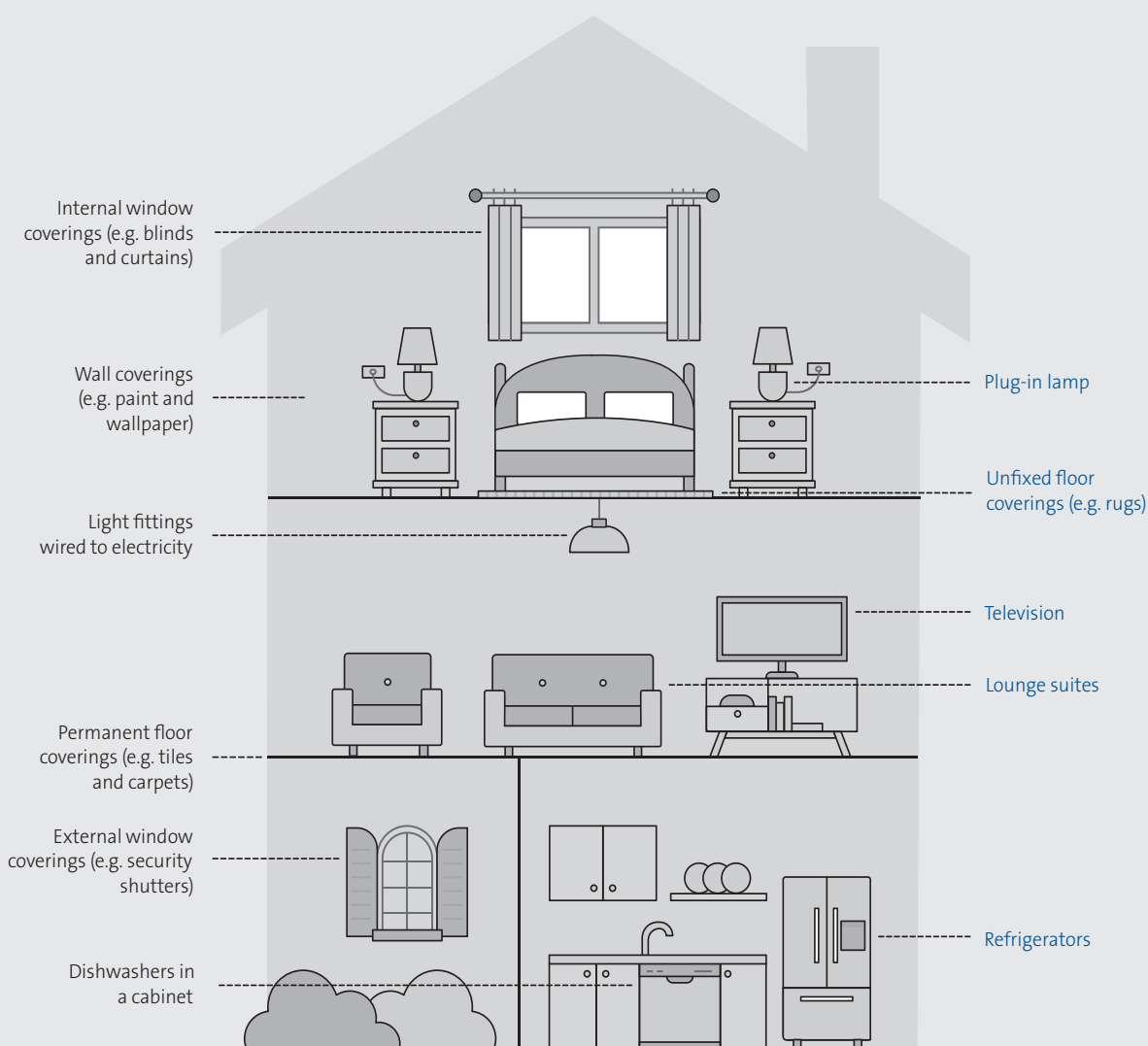
## Your home and contents

### Your home

The residential building at the insured address and includes structural improvements, fixtures, fittings and domestic outbuildings.

### Your contents

Includes your furniture, furnishings, valuables, personal possessions and unfixed household goods.



# What your Contents are covered for under Cover Option – Maxi

If your *schedule* shows you have Cover Option – Maxi, we'll cover you for *loss* to your *contents* while they're:

- at your *home*
- temporarily moved from your *home* to use anywhere in New Zealand.

Any *loss* must happen during the *period of insurance*.

Your cover also includes the benefits below, if the circumstances they outline apply.

Your cover, including the benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

## Benefits we include in your cover

This section explains in detail the benefits we provide, and what we'll pay for each.

- ✓ — the benefit is paid from within your *contents sum insured*  
 + — the benefit is paid in addition to your *contents sum insured*

Benefit	Page	Benefit	Page
+ Alternative accommodation	42	+ Occupier's and personal liabilities	45
✓ Authorities damage	43	✓ Overseas travel	47
✓ Boarding school	43	✓ Property used for trade, professional, or business use	47
✓ Change of situation and transit cover	43	✓ Specified Items	47
✓ Credit and debit cards	43	✓ Stolen keys	48
+ Fatal injury	44	✓ Storage of contents	48
✓ Fusion of electric motors	44	✓ Tenant's improvements	48
✓ Gifts	44	✓ Tertiary accommodation	48
✓ Gradual damage	44	✓ Vehicle accessories within an employer's motor vehicle	49
✓ Home office or healthcare practice	45		
✓ Misuse of mobile/cellular phones	45		

## Alternative accommodation — we'll pay for temporary accommodation if your home is uninhabitable

We'll cover your reasonably incurred extra costs for temporary accommodation if you can't live in your *home* because it is *uninhabitable* due to:

- *loss* this contents policy wording covers
- *loss* to the *home* that happens during the *period of insurance*, and the *contents* we're covering are in that *home*
- *loss* to the *home* that happens during the *period of insurance* that is covered entirely by the Earthquake Commission
- prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* because of possible or impending damage to an otherwise safe or sanitary *home*.

The temporary accommodation must be of a similar standard to your *home*.

This cover includes boarding your *domestic pets*, storing your *contents*, and moving your *contents* to and from storage or temporary accommodation.

### *If you own and live in the home*

If you own and live in the *home* where your *contents* are insured, we'll pay up to 12 months of temporary accommodation or \$40,000, whichever is less.

If there has been a widespread *natural disaster*, we can choose to pay beyond the 12-month period.

### *If you are renting the home*

If you rent the *home* where your *contents* are insured, we'll pay up to 1 month of temporary accommodation or \$5,000, whichever is less.

### *What we won't cover under this benefit*

Under this benefit, we won't cover:

- any costs you would normally pay if your *home* was habitable, such as travel, consumables, phone charges, electricity, gas, or water supply services — or any increase in these costs associated with the temporary accommodation
- any costs of alternative premises for your *home office* or *healthcare practice* or for any other business-related use of your *home*.

### *Situations where this benefit won't apply*

This benefit will never apply if:

- your *home* is not *uninhabitable* (other than when authorities stop you from accessing your *home* as outlined above)
- we haven't agreed in writing that it's necessary for you to move out of your *home* while it's repaired or rebuilt
- the *loss* covered by the Earthquake Commission is only *loss* to land.

+ Any amount we pay under this benefit, we'll pay in addition to your *contents sum insured*.



## Authorities damage — we'll cover damage caused to prevent other loss

We'll cover physical damage to your *contents* that government or local authorities cause to prevent *loss* that this policy covers.

The item limits in this policy still apply (see page 62).

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Boarding school — we'll cover your children's contents while they're at boarding school

We'll cover your children's *contents* if your children are temporarily living away from *home* at a boarding school.

The item limits in this policy still apply (see page 62).

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Change of situation and transit cover — we'll cover your contents at your old and new addresses when you move

We'll stop covering the *contents* at the previous address 30 days after the *contents* are first removed, unless we've agreed in writing, before any *loss*, to continue providing cover.

When you move house, we'll cover your *contents* at both your old and new address for up to 30 days, as long as you tell us about the new address within the 30 days.

While your *contents* are being moved between your old and new *home*, we'll cover them for *accidental loss* arising from fire or theft from a locked vehicle. We'll also cover your *contents* if the vehicle being used to move them overturns or is in a collision. The most we'll pay for *contents* lost or damaged in transit is \$10,000 for each event. The item limits in this policy still apply (see page 62).

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Credit and debit cards — we'll reimburse unauthorised use

If someone uses your lost or stolen credit or debit card, we'll reimburse you for your financial loss. We'll pay up to \$1,000 for any one event.

We'll pay if all the following apply.

- You complied with the conditions the card was issued under.
- You told the police and your card issuer within 24 hours of discovering the financial loss.
- The financial loss can't be recovered from anywhere else.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Fatal injury — we'll make an additional payment for fatal injury from fire and burglary

We'll pay \$10,000 to your legal representative or estate if you are injured at *home* in a fire or burglary and you die of the injury within 3 months.

✚ Any amount we pay under this benefit, we'll pay in addition to your *contents sum insured*.

## Fusion of electric motors — we'll cover fusion or burnout

We'll pay to replace electric motors if they burn out or fuse.

We'll also pay for an exchange sealed compressor for motors in a sealed refrigeration or air-conditioning compression unit and for re-gassing the unit.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Gifts — we'll cover special occasion gifts

We'll cover gifts for weddings, Christmas, and other special occasions if they are in your *home* temporarily and belong to someone other than you.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Gradual damage — we'll cover hidden gradual damage caused by leaking water pipes

We'll pay up to \$5,000 for any one event for gradual physical damage to your *contents* resulting from water leaking or overflowing from any internal water system.

We'll only pay if both of the following apply.

- The damage must have first started after you moved into your *home*.
- The leak or overflow causing the *loss* wasn't visible, noticeable, or obvious.

An internal water system is either of the following:

- any water pipe, waste disposal pipe, or water storage tank which is permanently connected and contained within the walls, cupboards, floors, ceiling, or roof of the *home*.
- any pipe hidden from view that is connected to a water cylinder, refrigerator, water purifier, washing machine, dishwasher, or similar household item that is designed to both receive and release water. An internal water system does not include the appliance itself.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Home office or healthcare practice — we'll cover your equipment

We'll pay up to \$15,000 for *loss* to home office and healthcare equipment if all the following apply.

- You own the equipment.
- You use it for business purposes.
- The *loss* happens in your *home*.

### What we mean by home office equipment

Home office equipment includes:

- office furniture
- computer and peripheral equipment
- fax machines
- photocopiers
- stationery.

### What we mean by healthcare equipment

Healthcare equipment includes any:

- home office equipment as listed above
- equipment appropriate to the practice of a legally qualified health practitioner, as defined by the Health Practitioners Competence Assurance Act 2003.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Misuse of mobile/cellular phones — we'll reimburse unauthorised use

If your mobile phone is lost or stolen, we'll pay up to \$500 for any unauthorised use your network service provider bills you for.

You must tell your network service provider as soon as you discover the loss or theft of your phone – we'll only pay for the first 24 hours of unauthorised use.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Occupier's and personal liabilities — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation* for *loss* to someone else's property, or *accidental bodily injury*, that happens during the *period of insurance*.

The liability must arise from an event that happens in New Zealand.

### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you're charged with any offence which resulted in *bodily injury* to another person or *loss* to someone else's property.
- Obtain our written approval before any offer of *reparation* is made.

### Extended liability

As long as the above requirements for cover are met, we'll also extend cover for liability for *damages* and liability for *reparation* to include:

- your children who are covered by the 'Boarding school' benefit (page 43) and 'Tertiary accommodation' benefit (page 48)
- your involvement in paid part-time baby-sitting
- using ride-on mowers, other domestic garden appliances, children's motorcycles under 50cc, electric wheelchairs, and electric mobility aids
- using any canoe, kayak, surfboard, surf ski, kite surfer, paddle board, windsurfer, or boat. We won't cover liability arising from the use of any boat that has a *market value* of more than \$3,000
- non-competitively using any of the following radio-controlled scale-models.
  - Aircraft
  - Watercraft
  - Motor vehicle.

### What we won't pay under Occupier's and personal liabilities

We won't pay for any punitive or exemplary damages awarded against you.

We won't pay for legal liability:

- for *loss* to property that you own or that's under your custody and control, except for your *home* when you live in it as a *tenant*
- arising from:
  - your ownership of any building or land, including your *home*
  - any business, profession, or employment
  - your ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft (including *drones*), or any boat where the *market value* of the boat is more than \$3,000
  - the ownership or possession of any animals, other than *domestic pets*.
- assumed by agreement, except if you would have been liable anyway
- where any exclusion in either of the following sections applies:
  - 'What we don't cover under this policy — Contents insurance exclusions' (see pages 56 to 60)
  - 'What we don't cover under this policy — overall exclusions' (see pages 99 to 101).

### Limits on what we'll pay for Occupier's and personal liabilities

For any one event, we'll pay:

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

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined total of \$2,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above.

### We also pay legal defence costs if you are legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or when you're legally liable to pay *reparation*.

+ Any amount we pay under this benefit, we'll pay in addition to your *contents sum insured*.

## Overseas travel — we'll cover some contents you take to Australia or the Pacific Islands

While you're travelling to, from and within Australia or the Pacific Islands for personal or business reasons during the *period of insurance*, we'll cover your:

- clothing and personal effects
- suitcases and bags
- jewellery and watches
- cameras.

We'll pay this benefit if all the following apply.

- Your entire trip is no longer than 30 days in total.
- A travel insurance policy doesn't cover your *contents*.
- You report *loss* by theft or burglary to local police within 24 hours of discovering it.

We'll pay up to \$5,000 in total during any one *period of insurance*. The item limits in this policy still apply (see page 62).

✓Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Property used for trade, professional, or business use — we'll cover business tools

We'll cover your tools and other items you use for trade, professional, or business purposes.

This benefit doesn't cover products, or any stock of goods or materials, whether they're raw or finished.

We'll pay up to \$2,000 in total for any one event.

✓Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Specified items — we'll extend cover for certain items in your schedule

If your *schedule* shows that you have specified an individual item of *contents*, we'll cover that item for its *replacement value*, up to the amount your *schedule* specifies.

If you don't want to repair or replace a specified item, we'll pay you whichever is less:

- the *indemnity value* of the item
- the cost to repair the item.

✓Any amount we pay under this benefit, we'll pay out of your *total contents sum insured*.

## Stolen keys — we'll pay to replace stolen keys and re-set keypads

We'll pay reasonable costs to change or replace locks and keys or change the keypad's entry code, if any of the following happen.

- A key to your *home* is stolen.
- A key to your *home* is believed on reasonable grounds to have been duplicated without your agreement following its disappearance.
- A keypad code is shared without your agreement.

We'll also pay the reasonable cost of opening any safe after its key or combination details disappear or are stolen.

We'll pay up to \$2,000 in total for any one event.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Storage of contents — we'll cover some contents in short-term storage

If you store your *contents* at another location, we'll cover them at that location for up to 90 days.

We'll pay the *indemnity value* up to \$20,000 within the 90-day period. The item limits in this policy still apply (see page 62).

If your *contents* are not stored in a secured unit at a commercial storage facility and under a contract in your name, we won't cover:

- loss arising from theft (unless there is forcible or violent entry to the building or *room* where the *contents* are kept)
- unexplained loss
- water damage.

This benefit applies if you are storing your *contents* for any reason other than a valid claim under this policy.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Tenant's improvements — we'll cover improvements you make to the home you rent

We'll pay up to \$5,000 for any one event for items that you own that are permanently installed and attached to the *home* you rent and live in.

If you or someone who lives with you has *home* or *contents* insurance at the same address shown on your *schedule*, we'll only pay this benefit under one policy or section of policy for each event.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Tertiary accommodation — we'll cover contents of your children in tertiary accommodation, if they normally live with you

We'll cover your children's *contents* if your children are temporarily living away from *home* in accommodation provided by a tertiary educational institution.

If the *contents* are stolen from the accommodation, we won't pay, unless there is either:

- forcible or violent entry to the building or *room* where the *contents* are kept
- actual or threatened physical violence against your child.

The most we'll pay is \$5,000 for each child. The item limits in this policy still apply (see page 62).

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Vehicle accessories within an employer's motor vehicle — we'll cover theft of your vehicle accessories from your employer's vehicle

We'll cover your portable entertainment and navigation accessories if they are stolen from your employer's motor vehicle. The vehicle must be one that your employer owns and provides to you for your use.

This benefit only applies if there's no other cover available for these accessories under your employer's motor vehicle insurance policy.

We'll pay the *indemnity value* of the items you're claiming, up to \$1,500 in total for any one event. The additional *excess* for portable electronic equipment also applies to this benefit.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.



# What your Contents are covered for under Cover Option – Flexi

If your *schedule* shows you have Cover Option – Flexi, we’ll cover you for some types of *loss* to your *contents* while they’re at your *home*. Any *loss* must happen during the *period of insurance* and arise only from the following events.

- Breakage causing a fracture through the entire thickness of mirrors, plate-glass tops on furniture, or fixed glass in furniture.
- Burglary or theft.
- Burning out by electrical current.
- Collision or impact by vehicle or animal.
- Fire, explosion, or lightning.
- Impact from aircraft or other aerial or spatial device, or items or debris dropped from them.
- Malicious damage or vandalism.
- *Natural disaster*.
- Possums entering your *home*.
- Riots, civil commotion, strikes, or labour disturbance.
- Storm or *flood*.
- Water or oil suddenly escaping or overflowing from any domestic water or heating equipment, sink, bath, toilet, or pipes installed in your *home*.

Your cover also includes the benefits below, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

## Benefits we include in your cover

This section explains in detail the benefits we provide, and what we’ll pay for each.

- ✓ — paid out of your *contents sum insured*
- + — paid in addition to your *contents sum insured*

Benefit	Page	Benefit	Page
+ Alternative accommodation	51	+ Occupier’s and personal liabilities	53
✓ Authorities damage	51	✓ Property used for trade, professional, or business use	54
✓ Change of situation and transit cover	52	✓ Specified items	54
✓ Credit and debit cards	52	✓ Stolen keys	55
+ Fatal injury	52		
✓ Fusion of electric motors	52		

## Alternative accommodation — we'll pay for temporary accommodation if your home is uninhabitable

We'll cover your reasonably incurred extra costs for temporary accommodation if you can't live in your *home* because it is *uninhabitable* due to:

- *loss* this contents policy wording covers
- *loss* to the *home* that happens during the *period of insurance*, and the *contents* we're covering are in that *home*
- *loss* to the *home* that happens during the *period of insurance*, that is covered entirely by the Earthquake Commission
- prevention of access to the *home* by government or local authorities which is initiated during the *period of insurance* because of possible or impending damage to an otherwise safe or sanitary *home*.

The temporary accommodation must be of a similar standard to your *home*.

This cover includes boarding your *domestic pets*, storing your *contents*, and moving your *contents* to and from storage or temporary accommodation.

### If you own and live in the home

If you own and live in the *home* where your *contents* are insured, we'll pay up to 12 months of temporary accommodation or \$30,000, whichever is less.

If there has been a widespread *natural disaster*, we can choose to pay beyond the 12-month period.

### If you are renting the home as a tenant

If you rent the *home* where your *contents* are insured, we'll pay up to 1 month of temporary accommodation or \$5,000, whichever is less.

### What we won't cover under this benefit

Under this benefit, we won't cover:

- any costs you would normally pay if your *home* was habitable, such as travel, consumables, phone charges, electricity, gas, or water supply services— or any increase in these costs associated with the temporary accommodation
- any costs of alternative premises for your *home office* or *healthcare practice* or for any other business-related use of your *home*.

### Situations where this benefit won't apply

This benefit will never apply if:

- your *home* is not *uninhabitable* (other than when authorities stop you from accessing your *home*)
- we haven't agreed in writing that it's necessary for you to move out of your *home* while it's repaired or rebuilt
- the *loss* covered by the Earthquake Commission is only *loss* to land.

✚ Any amount we pay under this benefit, we'll pay in addition to your *contents sum insured*.

## Authorities damage — we'll cover damage caused to prevent other loss

We'll cover physical damage to your *contents* that government or local authorities cause to prevent *loss* that this policy covers.

The item limits in this policy still apply (see page 65).

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Change of situation and transit cover — we'll cover your contents at your old and new addresses when you move

We'll stop covering the *contents* at the previous address 30 days after the *contents* are first removed, unless we've agreed in writing, before any *loss*, to continue providing cover.

When you move house, we'll cover your *contents* at both your old and new address for up to 30 days, as long as you tell us about the new address within the 30 days.

While your *contents* are being moved between your old and new *home*, we'll cover them for *accidental loss* arising from fire or theft from a locked vehicle. We'll also cover your *contents* if the vehicle being used to move them overturns or is in a collision. The most we'll pay for *contents* lost or damaged in transit is \$10,000 for each event. The item limits in this policy still apply (see page 65).

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Credit and debit cards — we'll reimburse unauthorised use

If someone uses your lost or stolen credit or debit card, we'll reimburse you for your financial loss. We'll pay up to \$1,000 for any one event.

We'll pay if all the following apply:

- You complied with the conditions the card was issued under.
- You told the police and your card issuer within 24 hours of discovering the financial loss.
- The financial loss can't be recovered from anywhere else.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Fatal injury — we'll make an additional payment for fatal injury from fire or burglary

We'll pay \$10,000 to your legal representative or estate if you are injured at *home* in a fire or burglary and you die of the injury within 3 months.

✚ Any amount we pay under this benefit, we'll pay in addition to your *contents sum insured*.

## Fusion of electric motors — we'll cover fusion or burnout

We'll pay to replace electric motors if they burn out or fuse.

We'll also pay for an exchange sealed compressor for motors in a sealed refrigeration or air-conditioning compression unit and for re-gassing the unit.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Occupier's and personal liabilities — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation* for *loss* to someone else's property, or *accidental bodily injury*, that happens during the *period of insurance*.

The liability must arise from an event that happens in New Zealand.

### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you're charged with any offence which resulted in *bodily injury* to another person or *loss* to someone else's property.
- Obtain our written approval before any offer of *reparation* is made.

### Extended liability

As long as the above requirements for cover are met, we'll also extend cover for liability for *damages* and liability for *reparation* to include:

- your involvement in paid part-time baby-sitting
- using ride-on mowers, other domestic garden appliances, children's motorcycles under 50cc, electric wheelchairs, and electric mobility aids
- using any canoe, kayak, surfboard, surf ski, kite surfer, paddle board, windsurfer, or boat. We won't cover liability arising from the use of any boat that has a *market value* of more than \$3,000
- non-competitively using any of the following radio-controlled scale-models.
  - Aircraft
  - Watercraft
  - Motor vehicle.

### What we won't pay under Occupier's and personal liabilities

We won't pay for any punitive or exemplary damages awarded against you.

We won't pay for legal liability:

- for *loss* to property that you own or that's under your custody and control, except for your *home* when you live in it as a *tenant*
- arising from:
  - your ownership of any building or land, including your *home*
  - any business, profession, or employment
  - your ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft (including *drones*) or any boat where the *market value* of the boat is more than \$3,000
  - the ownership or possession of any animals, other than *domestic pets*.
- assumed by agreement, except if you would have been liable anyway
- where any exclusion in either of the following sections applies:
  - 'What we don't cover under this policy — Contents insurance exclusions' (see pages 56 to 60)
  - 'What we don't cover under this policy — overall exclusions' (see pages 99 to 101).

### Limits on what we'll pay for Occupier's and personal liabilities

For any one event, we'll pay:

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

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined total of \$2,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above.

### We also pay legal defence costs if you are legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or when you're legally liable to pay *reparation*.

✚ Any amount we pay under this benefit, we'll pay in addition to your *contents sum insured*.

## Property used for trade, professional, or business use — we'll cover business tools

We'll cover your tools and other items you use for trade, professional, or business purposes.

This benefit doesn't cover products, or any stock of goods or materials, whether they're raw or finished.

We'll pay up to \$2,000 in total for any one event.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Specified items — we'll extend cover for certain items in your schedule

If your *schedule* shows that you have specified an individual item of *contents*, we'll extend cover for that item in the following ways.

- We'll cover the item for any event we would cover under Cover Option – Maxi.
- We'll cover the item while you've temporarily moved it from your *home* to use anywhere in New Zealand during the *period of insurance*.
- If the item is being repaired or replaced, we'll cover it for its *replacement value*, up to the amount your *schedule* specifies.
- If you choose not to have the item repaired or replaced, we'll cover it for its *indemnity value*, up to the amount your *schedule* specifies.

This extended cover lasts for as long as the item is specified.

✓ Any amount we pay under this benefit, we'll pay out of your *total contents sum insured*.

## Stolen keys — we'll pay to replace stolen keys and re-set keypads

We'll pay reasonable costs to change or replace locks and keys or change the electronic keypad's entry code, if any of the following happen.

- A key to your *home* is stolen.
- A key to your *home* is believed on reasonable grounds to have been duplicated without your agreement following its disappearance.
- A keypad entry code is shared without your agreement.

We'll also pay the reasonable cost of opening any safe after the theft or disappearance of its key or combination.

We'll pay up to \$2,000 for any one event.

✓ Any amount we pay under this benefit, we'll pay out of your *contents sum insured*.

## Optional benefits – the additional cover you can choose

If you have chosen any of the following optional benefits, they will appear on your *schedule*.

### Accidental damage to contents — we'll cover more causes of loss

We'll cover you for *loss* to your *contents* arising from any event we would cover under Cover Option – Maxi, rather than the limited events we cover under Cover Option – Flexi.

All other terms relevant to Cover Option – Flexi will still apply.

### Cover anywhere within New Zealand — we'll cover your contents while you take them around New Zealand

We'll keep covering your *contents* while you've temporarily moved them from your *home* to use anywhere in New Zealand during the *period of insurance*.

We'll pay up to \$10,000 for any one event, except where we're covering items under the 'Specified items' benefit noted on page 54.

### Replacement value for contents — we'll pay replacement for most items

We'll pay the *replacement value* of your *contents*, limited to the level of cover we would provide under Cover Option – Maxi under 'How we'll settle your claim' on page 61.

However, we'll cover *contents* for their *indemnity value* if they're more than 10 years old, except where we're covering items under the 'Specified items' benefit noted on page 54.

# What we don't cover under this policy —

## Contents insurance exclusions

We won't cover you in these situations. These exclusions apply whether you have Cover Option — Maxi or Cover Option — Flexi.

There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on page 99.

### Business use

We won't cover any *loss* or liability arising from your *contents* being used for business.

This exclusion doesn't limit cover:

- under the 'Property used for trade, professional, or business use' benefit
- under the 'Home office or healthcare practice' benefit
- for *loss* to your *contents* arising from any other business-related use of your *home* that we've agreed to and is shown on your *schedule*.

### Damage by insects and vermin

We won't cover *loss* caused by insects or vermin — except possums.

However, if there's resulting *loss* to other items of *contents* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

### Damage during cleaning, repair, renovation, or restoration

We won't cover any *loss* caused by any cleaning process, renovation, repair, or restoration — but this only excludes the property that has undergone that process.

However, if there's resulting *loss* to other items of *contents* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

### Defective workmanship

We won't cover *loss* caused by poor or defective workmanship.

However, if there's resulting *loss* to other items of *contents* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

### Defects

We won't cover *loss* caused by any defect in design or inherent fault.

However, if there's resulting *loss* to other items of *contents* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

## Deliberate damage by anyone living at your home

We won't cover *loss* caused by burglary, theft, or malicious, intentional, or deliberate damage committed by anyone renting, living, or staying in your *home*.

However, if your *home* is *tenanted*, we'll cover any *loss* to *contents* from fire or explosion caused by malicious, intentional, or deliberate damage by *tenants*.

## Gradually operating causes

We won't cover *loss* caused by the action of micro-organisms, mould, mildew, rot, fungi, or any other gradual cause.

We won't cover *loss* caused by corrosion or rust.

This exclusion doesn't limit cover under the 'Gradual damage' benefit.

## Household pets

We won't cover *loss* caused by any pets scratching, chewing, tearing, or soiling.

This exclusion only applies if you don't live in your *home*.

## Hydrostatic pressure

We won't cover any *loss* to swimming and spa pools caused by hydrostatic pressure.

## Land

We won't cover any of the following.

- *Loss* to land.
- Costs associated with stabilising land, even where it's necessary to prevent or lessen *loss* to your *contents*.
- Costs associated with erecting or upgrading improvements to land, even where it's necessary to prevent or lessen *loss* to your *contents*.
- *Loss* caused by subsidence, settling, ground heave, shrinkage, expansion, or erosion.

## Lifting or moving your home

We won't cover *loss* that is in any way connected with lifting or moving your *home*.



## Mechanical or electrical breakdown

We won't cover *loss* caused by either:

- mechanical or electrical breakdown
- inability to operate any mechanical or electrical device this policy covers.

This exclusion doesn't apply to *loss* caused by actual burning out as a direct result of an *accidental* external cause, or if the *loss* arises from:

- impact
- earthquake or *flood*
- fire or lightning
- an external power surge that originated outside of the *home* the *contents* are located in, or outside of any other location your *contents* are in while they are temporarily removed from the *home*
- volcanic eruption
- malicious acts.

We never cover *loss* where arcing occurs in the ordinary working of any lighting or heating element, fuse, protective device, or electronic contact.

However, if there's resulting *loss* to other items of *contents* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

## Removed Property

### Contents you've permanently moved or are moving between homes

We won't cover *loss* to *contents* you've permanently removed from your *home* or are moving between *homes*, including loading onto and unloading from a vehicle.

This exclusion doesn't limit cover under the 'Change of situation and transit cover' benefit.

### Contents you're keeping elsewhere or storing

We won't cover *loss* to *contents* you're keeping at any other address or loaning to anyone.

We also won't cover *loss* to *contents* you've moved anywhere for storage.

This exclusion doesn't limit cover under the 'Alternative accommodation' benefit, 'Change of situation and transit cover' benefit or the 'Storage of contents' benefit.

### Contents you've moved to sell

We won't cover *loss* to *contents* you've moved to any place to sell, exchange for monetary benefit, or exhibit.

## Some events in the first 72 hours of this policy

We won't cover any *loss* that happens during the first 72 hours of the policy, if the *loss* is caused by storm, *flood*, landslip, bush fire, or volcanic activity.

This exclusion only applies when you first take out this policy. This exclusion doesn't apply if this policy starts immediately after another policy that insured your *contents* against storm, *flood*, landslip, bush fire, or volcanic activity.

## Structural changes we haven't agreed to

We won't cover *loss* that's in any way connected with any structural changes to your *home*, like additions, alterations, or removing any external walls, roof cladding, windows, or doors.

However, we'll cover you if you told us about the work before it began, and we agreed in writing to keep covering you.

## Tyres

We won't cover *loss* to the tyres of bicycles, and other mechanically propelled vehicles this policy covers, caused by:

- applying brakes
- punctures
- cuts
- bursts or bursting.

This exclusion doesn't apply if either:

- the bicycle or vehicle suffers other *loss* in an *accident*
- a person that this policy doesn't cover deliberately caused the *loss*.

However, if there's resulting *loss* to other items of *contents* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

## Unsecured outboard motors

We won't cover *loss* to or arising from theft of outboard motors, if the motors aren't:

- securely locked to a boat
- stored in a securely locked part of a boat
- placed in a securely locked building.

## Unoccupied homes

We won't cover any *loss* to your *contents* while your *home* is:

- *unoccupied*
- unattended, if you normally use it as a holiday *home* or weekend *home*.

However, we'll cover your *contents* if we know the *home* is a holiday *home*, or we agreed in writing to cover you while your *home* was *unoccupied*.

All of the following must be met.

- Your *home*, its lawns, and its gardens are kept tidy.
- All external doors and windows are kept locked.
- All papers and mail are collected regularly.
- Your *home* is under regular supervision.

If you normally live in your *home*, but your travel or medical commitments mean it's *unoccupied* for more than 60 days, we'll keep covering your *contents* for an additional 30 days. You must still meet the conditions above.

## Vibration

We won't cover *loss* caused by vibration, weakening, or removal of support.

## Wear and tear

We won't cover *loss* caused by wear and tear.

However, if there's resulting *loss* to other items of *contents* caused by the excluded *loss*, we'll cover it (unless it's excluded under another part of this policy).

# How we settle your Contents insurance claim under Cover Option – Maxi

If your contents suffer a *loss* which we accept under your Cover Option – Maxi contents policy, we may choose to settle your claim in one of the following ways. The most we'll pay for *loss* to your *contents* is the *contents sum insured* shown on your *schedule*.

## We'll decide how to advance your claim

We'll decide the best way to advance your claim, including inspecting any damage, choosing the repairer or supplier, and arranging the repair or replacement of the *contents*.

If we choose to repair your *contents*, we'll get independent quotes from our approved repairers or suppliers. You can recommend repairers or suppliers to provide quotes for us to consider. We'll choose who will repair your *contents*, oversee any repairs, and keep you up to date with what's happening.

## We'll pay replacement value for most items

We'll pay the *replacement value* for most *contents*. However, we'll pay *indemnity value* for the items listed below.

## We'll pay indemnity value for the following items

We'll pay *indemnity value* for:

- clothing and footwear
- video tapes, audio tapes, records, and discs
- books and magazines
- sports equipment more than 2 years old
- camping, fishing, and diving equipment more than 2 years old
- bicycles (including e-bikes) more than 5 years old
- *drones* more than 3 years old
- laptops, tablets, mobile or smart phones, or any other similar handheld electronic devices that are more than 3 years old and can do any of the following.
  - Communicate with other people or devices
  - Receive, run, or display and store executable *data* programmes, or applications
- *contents* at a *home* you own, if you rent your *home* to anyone who is not entitled to cover under this policy.

## The most we'll pay for some items

This table shows the most we'll pay for the listed items, unless they are specified on your *schedule* for another amount as per cover under the 'Specified items' benefit (page 47).

The limits include the item and its accessories.

Item	Limit on what we'll pay
Each unspecified item, pair, or set of jewellery or watches	\$5,000  For any one event, we'll pay up to a maximum of 15% of the <i>sum insured</i> on your <i>schedule</i> (excluding specified items of jewellery and watches) or \$15,000 — whichever is greater
Each item of photographic, digital, and video camera equipment  We count a camera body and a standard lens as one item, unless separately specified on the <i>schedule</i> . Any extra lens not permanently attached to a camera body, or one that's designed to be interchangeable, we count as its own item.	\$3,000, unless specified otherwise on your <i>schedule</i>
Any bicycle (including any e-bike)	\$5,000, unless specified otherwise on your <i>schedule</i>
Any <i>drone</i>	\$3,000, unless specified otherwise on your <i>schedule</i>
Any canoe, kayak, surfboard, surf ski, kite surfer, paddle board, or windsurfer	\$3,000, unless specified otherwise on your <i>schedule</i>
Any boat (other than canoes, kayaks, surfboards, surf skis, kite surfers, paddle boards, or windsurfers)	\$3,000  Under this policy we won't cover any boat that has a <i>market value</i> of more than \$3,000
Motor and marine parts and accessories, including children's car seats, while they're out of any vehicle or boat	\$2,000 in total
Remote-controlled scale models	\$2,000 in total
Each coin, card, or stamp in a collection	\$1,000  \$3,000 in total for any collection of coins, cards, or stamps, unless specified otherwise on your <i>schedule</i>
Unset precious stones or minerals, gold or silver bullion or ingots, and precious metals	\$1,000 in total, unless specified otherwise on your <i>schedule</i>
All money, negotiable securities, certificates, documents, and travel tickets	\$1,000 in total

## We'll settle some claims in specific ways

### If you don't want to repair or replace an item

If you don't want to repair or replace an item, we'll pay the lesser of the *indemnity value* or the cost of repairs.

This doesn't apply to unspecified jewellery and watches (see below).

### If you don't repair or replace unspecified watches or jewellery

If you don't want to repair or replace an unspecified item of jewellery or watch, we'll pay the lesser of the *market value* or 50% of the *replacement value*.

The item limits for jewellery or watches will still apply (see page 62).

### We'll only pay for floor coverings, drapes, curtains, and blinds in the room where the loss happens

We'll only pay to replace damaged floor coverings, drapes, curtains, and blinds in the *room* where the *loss* happened.

### We'll only pay for consumables you had when the loss happened

If any consumables suffer *loss*, we'll only pay for the proportion you had when the *loss* happened.

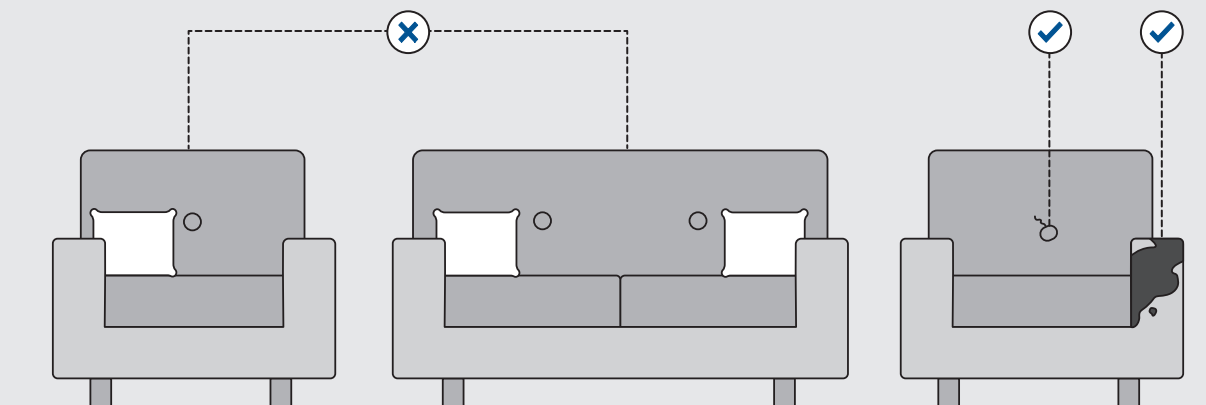
### If damaged items are part of a group, we'll only pay for those damaged items

If items that suffer *loss* are part of a group of *similar items*, we'll only pay for those items that actually suffered *loss*. We'll pay up to the value of or cost to replace those items. This condition doesn't apply to jewellery.

We don't have to exactly replace, repair, or reinstate items.

#### Repairs to furniture

We'll only repair or pay for items that actually suffer *loss*. If the items that suffer *loss* are part of a group of *similar items*, we'll pay up to the value of or cost to replace those items only.



## Obtain pre-loss valuations for any specified jewellery

If you have any specified items of jewellery on your *schedule*, you must support any claim for burglary, theft, or unexplained loss with a pre-loss valuation for each item you're claiming for.

If you don't have a pre-loss valuation for the specified item being claimed for, it can affect the claim settlement for that item.

Any pre-loss valuation must be from a suitably qualified jewellery valuer who is a member of a New Zealand jewellery valuers or appraisers society.

## Keep higher valued specified jewellery and watches in a locked safe when not in use

You must keep the following items in a locked safe in certain circumstances:

- any individual specified item of jewellery or watch worth over \$50,000
- all specified items of jewellery or watches, if their total value is over \$100,000.

You must keep these specified items in a locked safe when you're either:

- not wearing or carrying the items
- absent from the building you leave the items in.

The safe must be all of the following:

- manufactured by a reputable safe manufacturer
- of a standard sufficient to protect the specified items from burglary
- securely anchored to the floor or wall, following the manufacturer's installation instructions.

If you don't follow these requirements, we won't cover the items for burglary, theft, or unexplained loss.

## Costs we'll pay that are associated with your claim

### Removal of debris

We'll pay the reasonable costs incurred to remove the *contents* debris from your *home*.

We must agree to any costs in advance.

✚ Any amount we pay under this section, we'll pay in addition to your *contents sum insured*.

## The maximum we'll pay for your claim

The maximum amount we'll pay is the following list, added together.

- The *sum insured* shown on your *schedule* (including benefits paid from within your *sum insured*).
- Any GST that you've paid or is payable on the *sum insured*.
- Any amounts we pay for specified items as shown on your *schedule*.
- Any amounts we are required to pay under these benefits:
  - Alternative accommodation (page 42)
  - Fatal injury (page 44)
  - Occupier's and personal liabilities (page 45).
- Any amount we pay for Removal of debris as outlined under the heading 'Costs we'll pay that are associated with your claim' above.

# How we settle your Contents insurance claim under Cover Option – Flexi

If your *contents* suffer a *loss* which we accept under your Cover Option – Flexi contents policy, we'll pay the *indemnity value* of your *contents*, up to the *contents sum insured* shown in the *schedule*.

However, any items of *contents* that you specify under the 'Specified items' benefit on page 54 will be covered for their *replacement value* as outlined in the benefit.

## The most we'll pay for some items

This table shows the most we'll pay for the listed items, unless they are specified on your *schedule* for another amount under the 'Specified items' benefit' (page 54).

The limits include the item and its accessories.

Item	Limit on what we'll pay
Each unspecified item, pair, or set of jewellery or watches	\$3,000  For any one event, we'll pay up to a maximum of 15% of the <i>contents sum insured</i> on your <i>schedule</i> (excluding specified items of jewellery and watches) or \$15,000 — whichever is greater
Each item of photographic, digital, and video camera equipment  We count a camera body and a standard lens as one item, unless separately specified on the <i>schedule</i> . Any extra lens not permanently attached to a camera body, or one that's designed to be interchangeable, we count as its own item.	\$3,000, unless specified otherwise on your <i>schedule</i>
Any bicycle (including any e-bike)	\$3,000, unless specified otherwise on your <i>schedule</i>
Any <i>drone</i>	\$3,000, unless specified otherwise on your <i>schedule</i>
Any canoe, kayak, surfboard, surf ski, kite surfer, paddle board, or windsurfer	\$3,000, unless specified otherwise on your <i>schedule</i>
Any boat (other than canoes, kayaks, surfboards, surf skis, kite surfers, paddle boards, or windsurfers)	\$3,000  Under this policy, we won't cover any boat that has a <i>market value</i> of more than \$3,000
Motor and marine parts and accessories, including children's car seats, while they're out of any vehicle or boat	\$2,000 in total
Remote-controlled scale models	\$2,000 in total
Each coin, card, or stamp in a collection	\$1,000  \$3,000 in total for any collection of coins, cards, or stamps, unless specified otherwise on your <i>schedule</i>
Unset precious stones or minerals, gold or silver bullion or ingots, and precious metals	\$1,000 in total, unless specified otherwise on your <i>schedule</i>
All money, negotiable securities, certificates, documents, and travel tickets	\$1,000 in total



## We settle some claims in specific ways

### If you don't repair or replace unspecified watches or jewellery

If you don't want to replace or repair any unspecified item of jewellery or watch, the most we'll pay up to is 50% of the *indemnity value*.

If you have the optional 'Replacement value for contents' benefit (page 55), we'll pay the lesser of the *market value* or 50% of the *replacement value*.

The item limits for jewellery or watches will still apply (see page 65).

### We'll only pay for floor coverings, drapes, curtains, and blinds in the room where the loss happens

We'll only pay for damaged floor coverings, drapes, curtains, and blinds in the *room* where the *loss* happened.

### We'll only pay for consumables you had when the loss happened

If any consumables suffer *loss*, we'll only pay for the proportion you had when the *loss* happened.

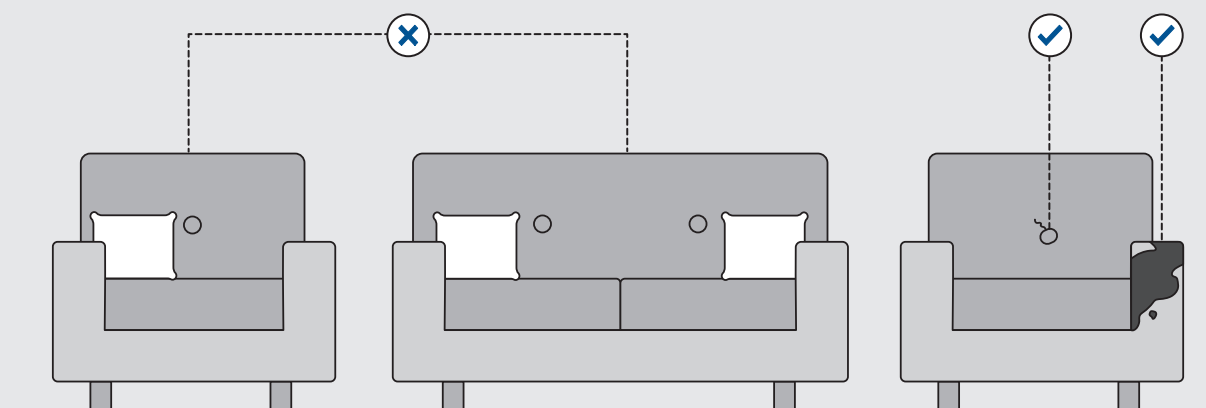
### If damaged items are part of a group, we'll only pay for those damaged items

If items that suffer *loss* are part of a group of *similar items*, we'll only pay for those items that actually suffered *loss*. We'll pay up to the value of or cost to replace those items. This condition doesn't apply to jewellery.

We don't have to exactly replace, repair, reinstate or rebuild items.

#### Repairs to furniture

We'll only repair or pay for items that actually suffer *loss*. If the items that suffer *loss* are part of a group of *similar items*, we'll pay up to the value of or cost to replace those items only.



## Obtain pre-loss valuations for any specified jewellery

If you have any specified items of jewellery on your *schedule*, you must support any claim for burglary, theft, or unexplained loss with a pre-loss valuation for each item you're claiming for.

If you don't have a pre-loss valuation for the specified item being claimed for, it can affect the claim settlement for that item.

Any pre-loss valuation must be from a suitably qualified jewellery valuer who is a member of a New Zealand jewellery valuers or appraisers society.

## Keep higher valued specified jewellery and watches in a locked safe when not in use

You must keep the following items in a locked safe in certain circumstances:

- any individual specified item of jewellery or watch worth over \$50,000
- all specified items of jewellery or watches, if their total value is over \$100,000.

You must keep these specified items in a locked safe when you're either:

- not wearing or carrying the items
- absent from the building you leave the items in.

The safe must be all of the following:

- manufactured by a reputable safe manufacturer
- of a standard sufficient to protect the specified items from burglary
- securely anchored to the floor or wall, following the manufacturer's installation instructions.

If you don't follow these requirements, we won't cover the items for burglary, theft, or unexplained loss.

## Costs we'll pay that are associated with your claim

### Removal of debris

We'll pay reasonable costs incurred to remove the *contents* debris from your *home*.

We must agree to any costs in advance.

+ Any amount we pay under this section, we'll pay in addition to your *contents sum insured*.

## The maximum we'll pay for your claim

The maximum amount we'll pay is the following list, added together.

- The *contents sum insured* shown on your *schedule* (including benefits paid from within it).
- Any GST that you've paid or is payable on the *contents sum insured*.
- Any amounts we pay for specified items as shown on your *schedule*.
- Any amounts we are required to pay under these benefits:
  - Alternative accommodation (page 51)
  - Fatal injury (page 52)
  - Occupier's and personal liabilities (page 53).
- Any amount we pay for Removal of debris as outlined under the heading 'Costs we'll pay that are associated with your claim' above.

# Motor vehicle insurance – your Motor vehicle cover under this policy

## What we cover depends on your cover option

This policy wording includes three different cover types. Make sure you read and understand the cover type you've bought, as shown on your *schedule*:

Comprehensive	page 72
Third Party, Fire and Theft	page 80
Third Party	page 83

## The types of vehicle use we do and don't cover

Your *schedule* will show the kind of use your *vehicle* is insured for — either private or business.

### Private use: what we cover

If your *schedule* shows private use, we'll cover your *vehicle* for:

- social, domestic, recreational, or farming purposes
- religious, social welfare, or youth organisation work
- use by you to get to or from work or to carry out occasional work-related use (provided your *vehicle* is not owned or insured under a company name).

### Business use: what we cover

If your *schedule* shows business use, we'll cover your *vehicle* for private use, and business use relating to any of the following:

- any form of sales, service, and maintenance callouts for your business (unless your business is motor trade, which we never cover under this policy)
- insurance assessing
- carrying goods or samples for your trade or business
- work as a stock or station agent or real estate agent.

## ⚠ Vehicle use: what we never cover

Even if your *vehicle* is being used for one of the private or business uses above, your *vehicle* is never covered by this policy for any of the uses below:

- motor trade (including vehicle sales yards, motor mechanics, and vehicle servicing)
- courier or delivery work (including any food delivery service)
- instructing others how to drive, in exchange for pay or reward
- motor vehicle hire
- use as a courtesy or loan vehicle
- carrying fare-paying passengers (including any use as a taxi or for ride-share driving)
- security work.

See the 'Certain uses of your vehicle' exclusion on page 86 for information about other uses we don't cover.

# Who can and can't drive your vehicle – driver options

## Driver options you can choose

The driver option you have chosen from the list below will appear on your *schedule*. The option you choose can impact the *excess payable* — refer to page 105 for *excess* details.

### Open driver

When this option is noted on the *schedule* for your *vehicle*, anyone with a valid driver's licence is covered while driving your *vehicle*.

### Excluding under-25-year-old drivers

When this option is noted on the *schedule* for your *vehicle*, we won't cover your *vehicle* while it's being driven by, or is under the care or control of, anyone under 25.

This doesn't limit cover under the 'Vehicle servicing and emergency' benefit.

### Voluntary named drivers

When this option is noted on the *schedule* for your *vehicle*, anyone with a valid driver's licence is covered while driving your *vehicle*.

You can choose to name the people who will be driving your *vehicle*, and we will list them on your *schedule*.

If your *vehicle* is driven by anyone not listed on the *schedule* at the time of a claim, the unnamed driver *excess* on the *schedule* will apply in addition to any other applicable *excesses*.

### Voluntary named drivers and exclude under-25-year-old drivers

When this option is noted on the *schedule* for your *vehicle*, we won't cover your *vehicle* while it's being driven by, or is under the care or control of, anyone under 25.

You can choose to name the people who will be driving your *vehicle*, and we'll list them on your *schedule*.

If your *vehicle* is driven by anyone 25 years or older not listed on the *schedule* at the time of a claim, the unnamed driver *excess* on your *schedule* will apply in addition to any other applicable *excesses*.

# Cover variations – driver restrictions we might apply

Your *schedule* will show if we've restricted your cover by applying one of the clauses below, or applied any other restrictions. Depending on the kind of *vehicle* you have, or who might be driving, we might restrict who is covered to drive your *vehicle*.

## Compulsory Named Driver

If your *schedule* shows the 'Compulsory named driver' clause applies to a *vehicle*, we'll only cover that *vehicle* if the person driving it is listed on your *schedule*.

## Excluded Driver

If your *schedule* shows the 'Excluded driver' clause applies to a *vehicle*, we won't cover that *vehicle* if the person driving it is someone we've named on the *schedule* as an excluded driver.

# What your vehicle is covered for if you have Comprehensive cover

If your *schedule* shows you have Comprehensive cover, you're covered for *accidental loss* or damage to your *vehicle* anywhere in New Zealand during the *period of insurance*.

If your *schedule* shows you're covered for *agreed value*, this is the maximum we will pay for your *vehicle*.

If your *schedule* shows you're covered for *market value*, this is the maximum we will pay for your *vehicle*.

Your cover also includes the benefits listed under the heading 'Comprehensive cover – the benefits we include' if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

## Comprehensive cover – the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

### Emergency costs — we'll pay for emergency transport and repairs

If required after an *accident*, we'll pay the reasonable cost of either:

- moving your *vehicle* to the nearest repairer or safe place
- essential repairs so you can get your *vehicle* to your destination or a repairer.

If your *vehicle* can't be driven, we'll pay reasonable costs up to \$500 for accommodation and transport to get you and your passengers to your *home*.

We'll also cover the cost of transporting your *vehicle* back to your *home* after it has been repaired or recovered after being stolen.

This benefit only applies if we are paying a claim for *loss* or damage covered by this policy.

## Hire car after theft — we can arrange a hire vehicle, or reimburse you

If we have agreed to pay a claim because of the theft of your *vehicle*, you can choose one of the following hire vehicle options.

### *Option one: we can arrange a hire vehicle for you*

You can ask us to arrange and pay for a hire vehicle for you. We'll arrange the vehicle as long as our provider has a suitable vehicle available and you meet our provider's hire acceptance criteria.

We'll pay the reasonable cost of a 'compact' category hire vehicle, including the cost of reducing the standard hire vehicle excess. We won't pay for any of the following:

- the cost of fuel
- deposits
- bonds
- charges for extras.

### *Option two: we can reimburse you for a hire car you arrange*

You can ask us to reimburse you for a hire vehicle you arrange using a provider of your choice.

We'll reimburse you for the reasonable hire cost of a 'compact' category hire vehicle, including the cost of reducing the standard hire vehicle excess. We won't pay for any of the following:

- the cost of fuel
- deposits
- bonds
- charges for extras
- any amount more than we would have paid our provider for the hire of a 'compact' category vehicle from our provider's nearest location.

### *We limit how long we pay this benefit for*

Regardless of the option you choose, the most we will pay for any one event is up to 14 days' hire costs.

We'll stop paying hire costs before 14 days, if any of the following happens.

- Your *vehicle* is returned undamaged.
- We repair your *vehicle* and it is available for collection or we return it to you.
- We have settled your claim and 48 hours have passed to allow for funds to clear to you, whether funds have cleared or not.

## Keys and locks — we'll pay to replace keys and change their locks

If your *vehicle* key is stolen or duplicated without your agreement, we'll pay the reasonable costs of replacing or changing the locks or replacing the keys. We'll pay up to \$1,000 for each event.



## Legal liability — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* damage to someone else's property, or *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- is caused by an *accident* involving your *vehicle*.

### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you or any other person entitled to cover under this policy is charged with any offence which resulted in damage to someone else's property or *bodily injury* to another person.
- Obtain our written approval before you make any offer of *reparation*.

### Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these three circumstances.

- Your liability arises from an *accident* caused by a trailer or caravan that is attached to your *vehicle*.
- You allow someone else to drive your *vehicle*. However, we won't cover them if they're excluded from cover or otherwise insured. Where there is cover for this person under this section of the policy, the word 'you' in this policy also includes the person entitled to cover.
- You're driving a vehicle that belongs to someone else, provided that it is not hired to you under a hire purchase or lease agreement. We won't pay for *loss* to the vehicle you're driving. This extension does not apply where your *vehicle* is a motorcycle, trailer, or caravan.

### What we won't pay under Legal liability

We won't pay under any of these legal liability benefits for damage to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover damage to:

- a disabled vehicle being towed (other than for reward)
- the property of passengers.

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy, or fails to meet the policy's terms and conditions.

We won't pay for any exemplary or punitive damages.

### Limits on what we'll pay for Legal liability

For any one event, we'll pay:

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

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above.

### *We also pay legal defence costs if you're legally liable to pay damages*

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating to an offence, or where you're legally liable to pay *reparation*.

### *You won't pay an excess if you're not claiming for damage to your vehicle*

We won't charge an excess for your liability claim if you're not claiming for damage to your own *vehicle*.

## **New vehicle option — we may replace your vehicle if it's new**

We'll offer to replace your *vehicle*, if it is less than 1 year old and has travelled less than 15,000 kilometres. We'll do this if either of the following applies.

- The cost to repair the *vehicle* is more than 60% of its *market value*.
- The *vehicle* is stolen and not recovered.

We will (at your option) replace your *vehicle* with a new *vehicle* of the same make, model, and specification, as long as it's available in New Zealand.

## **Personal injury — we'll make an additional payment for personal injuries after an accident**

We'll provide cover under this benefit if you, your spouse, or any other family members suffer injury by violent, *accidental*, external, and visible means in direct connection with your *vehicle*.

We'll only provide cover if the person we're covering was using a seatbelt or other restraint where required by law.

We'll pay:

- up to \$5,000 per person and \$15,000 in total for one event if any of the following happens within 3 calendar months of the *accident*:
  - \$5,000 if you, your spouse, or any other family member dies
  - \$2,500 for the total, permanent and irrecoverable loss of sight of one eye, or \$5,000 for both eyes
  - \$2,500 for the total, permanent and irrecoverable use of one hand or foot, or \$5,000 for more than one hand, foot, or both.
- up to \$1,000 per person per event for medical and dental expenses resulting from the injury.

We won't pay this benefit in any of the following situations.

- The death or injury was caused by suicide or attempted suicide.
- The insureds named on your *schedule* are organisations or companies rather than individual people.
- Your *vehicle* is a motorcycle, caravan, or trailer.

Injury means an external or internal bodily injury caused solely, directly, and independently of any other cause by either of the following:

- Violent, *accidental*, external, and visible means (including exposure to the elements or by inhaling water or gas)
- A medical misadventure or treatment injury (as defined by the Accident Compensation Act 2001).

## Trailers — we'll pay up to \$1,000 for trailers

**This benefit and its limits below do not apply if your vehicle (as shown on your schedule) is a trailer.**

We'll automatically cover any trailer you own, hire, or lease for *accidental loss* or damage, up to \$1,000 for any one event. We'll charge an excess of \$100 for any claim for *accidental loss* or damage to the trailer.

Under this benefit, we won't automatically cover:

- caravans
- boat, horse, or camper trailers
- the contents of any trailer
- any trailer that is separately listed on your *schedule*
- any trailer that is insured under this or any other policy
- any trailer that can't be towed by your *vehicle*.

## Vehicle change — we'll temporarily cover replacement or additional vehicles

If you change your *vehicle* or buy another one for your own use, we'll cover it automatically for up to 30 days.

We cover the replacement or additional *vehicle* for its *market value*, as long as it's valued at no more than \$100,000 — but otherwise on the same policy terms that apply to the current *vehicle* shown on your *schedule*.

You must give us full details of the replacement or additional *vehicle* within 30 days of buying it. If you don't, cover for it stops automatically.

## Vehicle parts and accessories — we'll cover parts and accessories that aren't fitted to your vehicle

We'll pay up to \$1,000 for any one event for all the following while they are not fitted to your *vehicle* and kept at your *home*.

- Spare parts.
- *Vehicle accessories* — including *accessories* that are normally required to be fitted to your *vehicle*.

This benefit only covers *accidental loss* or damage caused by fire or theft.

## Vehicle servicing and emergency — we won't apply driver restrictions

If there are driver restrictions on your policy, we won't apply them if your *vehicle* is being driven:

- by a member of the motor trade while they are servicing or repairing it
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while they deliver the *vehicle* to your home or workplace
- to a medical facility in a medical emergency.

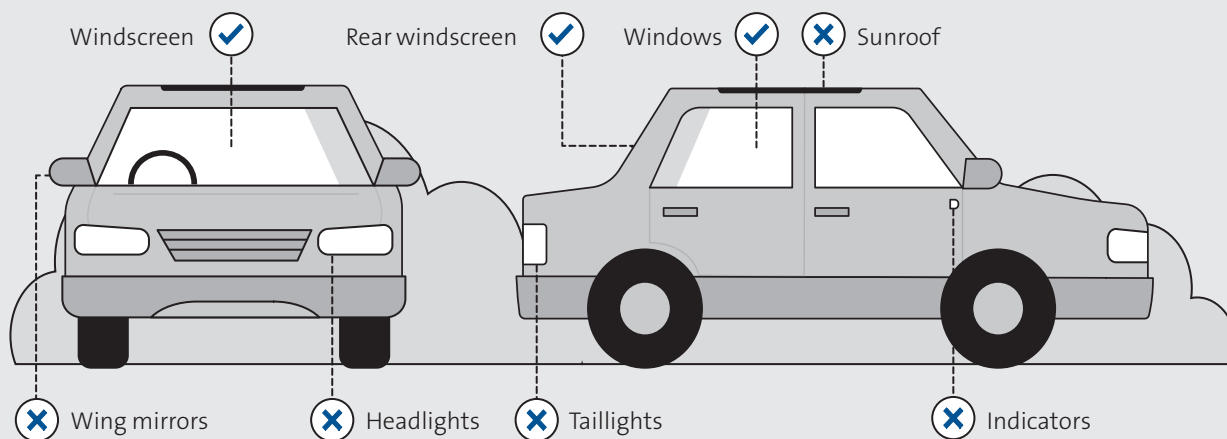
## Windscreen and window glass — excess-free windscreen and window glass repairs

We will pay for *accidental* damage to your *vehicle's* windscreen or window glass.

- If your windscreen or window glass has a chip that can be repaired, you won't have to pay an *excess*.
- If your windscreen or window glass needs to be replaced, you'll need to pay your policy *excess*.

### Understanding your windscreen and window glass cover

- ✓ Items with a 'tick' are included in the 'Windscreen and window glass' benefit above
- ✗ Items with a 'cross' are not included in the 'Windscreen and window glass' benefit, but are covered by your policy as part of your *vehicle*



## Caravan benefits — benefits we include if you have a caravan

The following benefits only apply if your *vehicle* is a caravan.

### New caravan option — we may replace your caravan if it's new

We'll offer to replace your caravan if both the following apply.

- The cost to repair your caravan is greater than 60% of its *market value*.
- Your caravan is less than 3 years old.

We'll replace your caravan with a new one of the same make, model, and specification, as long as it's available in New Zealand.

### Personal effects — we'll cover personal effects in your caravan

We'll pay for *accidental loss* or damage to personal effects, clothing, and domestic utensils in the caravan.

We'll pay the *indemnity value* of the items immediately before the *loss* or damage occurred, up to \$1,000 in total. The items must belong to you, or to any member of your family who lives with you.

## Optional benefits — the additional cover you can choose

If you've chosen the following optional benefits, they'll appear on your *schedule*. You need to have paid the additional *premium* for it to apply.

### Excess-free windscreen and window glass replacement

You won't have to pay an *excess* if your *vehicle's* windscreen or window glass needs to be replaced due to *accidental* damage.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

You will still have to pay the *excess* that applies if you claim for any other *loss* or damage to your *vehicle*, or for legal liability.

### Hire car after accident — we can arrange a hire vehicle, or reimburse you

If we have agreed to pay a claim due to an *accident*, and your *vehicle* either:

- cannot be safely driven
- is being repaired
- has been stolen

You can choose one of the hire vehicle options outlined below.

### *Option one: we can arrange a hire vehicle for you*

You can ask us to arrange and pay for a hire vehicle for you. We'll arrange the vehicle as long as our provider has a suitable vehicle available and you meet our provider's hire acceptance criteria.

We'll pay the reasonable cost of a 'compact' category hire vehicle, including the cost of reducing the standard hire vehicle excess. We won't pay for any of the following:

- the cost of fuel
- deposits
- bonds
- charges for extras.

### *Option two: we can reimburse you for a hire car you arrange*

You can ask us to reimburse you for a hire vehicle you arrange using a provider of your choice.

We'll reimburse you for the reasonable hire cost of a 'compact' category hire vehicle, including the cost of reducing the standard hire vehicle excess. We won't pay for any of the following:

- the cost of fuel
- deposits
- bonds
- charges for extras
- any amount more than we would have paid our provider for the hire of a 'compact' category vehicle from our provider's nearest location.

### *We limit how long we pay this benefit for*

Regardless of the option you choose, the most we will pay for any one event is up to 14 days' hire costs.

We'll stop paying hire costs before 14 days, if any of the following happens:

- your *vehicle* is returned undamaged
- we repair your *vehicle* and it is available for collection or we return it to you
- we have settled your claim and 48 hours have passed to allow for funds to clear to you, whether funds have cleared or not.

### *If your car is stolen, you can combine this benefit with the 'Hire car after theft' benefit*

If your *vehicle* is stolen, you can use the cover under the 'Hire car after theft' benefit and then use cover under this option to give you a longer period of vehicle hire.

## **No claim discount preservation — you can keep your no claim discount after one at-fault claim**

If you choose this optional benefit you can have one at-fault claim during your *period of insurance* without affecting your no claim discount for the following year.

## **Roadside assistance — you can purchase roadside assistance**

If you choose this benefit, we'll provide you the details in a separate agreement.

# What your vehicle is covered for if you have Third Party, Fire and Theft cover

If your *schedule* shows you have Third Party, Fire and Theft cover you're covered:

- anywhere in New Zealand during the *period of insurance*
- for *accidental loss* or damage to your *vehicle* caused by fire or theft.

The maximum we'll pay for your *vehicle* is the *market value*.

Your cover also includes the benefits listed below, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

## Third Party, Fire and Theft cover — the benefits we include

This section explains the benefits we provide, and what we'll pay for each.

### Accidental loss or damage — we'll cover damage by an uninsured driver

We'll cover *accidental loss* or damage to your *vehicle* caused by an uninsured driver.

We must be satisfied of all these three things.

- The driver or person in charge of your *vehicle* is free of blame.
- The person at fault is identified.
- The person at fault has no valid insurance.

The most we'll pay for your *vehicle* is the *market value*, up to:

- \$3,000 if we're insuring your car
- \$1,000 if we're insuring your motorcycle.

### Legal liability — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* damage to someone else's property, or *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- is caused by an *accident* involving your *vehicle*.

#### *What you must do to claim for liability for reparation*

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you or any other person entitled to cover under this policy is charged with any offence which resulted in damage to someone else's property or *bodily injury* to another person.
- Obtain our written approval before you make any offer of *reparation*.

### Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these three circumstances.

- Your liability arises from an *accident* caused by a trailer or caravan that is attached to your *vehicle*.
- You allow someone else to drive your *vehicle*. However, we won't cover them if they're excluded from cover or otherwise insured. Where there is cover for this person under this section of the policy, the word 'you' in this policy also includes the person entitled to cover.
- You're driving a vehicle that belongs to someone else, provided that it is not hired to you under a hire purchase or lease agreement. We won't pay for *loss* to the vehicle you're driving. This extension does not apply where your *vehicle* is a motorcycle, trailer, or caravan.

### What we won't pay under Legal liability

We won't pay under any of these legal liability benefits for damage to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover damage to:

- a disabled vehicle being towed (other than for reward)
- the property of passengers.

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy, or fails to meet the policy's terms and conditions.

We won't pay for any exemplary or punitive damages.

### Limits on what we'll pay for Legal liability

For any one event, we'll pay:

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

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above.

### We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating to an offence, or where you're legally liable to pay *reparation*.

## Vehicle change — we'll temporarily cover replacement or additional vehicles

If you change your *vehicle* or buy another one for your own use, we'll cover it automatically for up to 30 days.

We cover the replacement or additional *vehicle* for its *market value*, as long as it's valued at no more than \$100,000 — but otherwise on the same policy terms that apply to the current *vehicle* shown on your *schedule*.

You must give us full details of the replacement or additional *vehicle* within 30 days of buying it. If you don't, cover for it stops automatically.



## Vehicle servicing and emergency — we won't apply driver restrictions

If there are driver restrictions on your policy, we won't apply them if your *vehicle* is being driven:

- by a member of the motor trade while they are servicing or repairing it
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while delivering the *vehicle* to your home or workplace
- to a medical facility in a medical emergency.

## Optional benefits — the additional cover you can choose

If you've chosen the following optional benefits, they'll appear on your schedule. You need to have paid the additional premium for it to apply.

### Excess-free windscreen and window glass

We'll cover *accidental* damage to your *vehicle's* windscreen or window glass. You won't have to pay an *excess*, as long as you're not claiming for any other *loss* or damage to your *vehicle* or for legal liability.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

### Roadside assistance — you can purchase roadside assistance

If you choose this benefit, we'll provide you the details in a separate agreement.

# What your vehicle is covered for if you have Third Party cover

If your *schedule* shows you have Third Party cover, we don't cover your *vehicle* unless the 'Accidental loss or damage benefit' below applies.

Your cover also includes the other benefits listed below, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

## Third Party cover — the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

### Accidental loss or damage — we'll cover damage by an uninsured driver

We'll cover *accidental loss* or damage to your *vehicle* caused by an uninsured driver. We must be satisfied of all these three things.

- The driver or person in charge of your *vehicle* is free of blame.
- The person at fault is identified.
- The person at fault has no valid insurance.

The most we'll pay for your *vehicle* is the *market value*, up to:

- \$3,000 if we're insuring your car
- \$1,000 if we're insuring your motorcycle.

### Legal liability — we'll cover your legal liability if you cause loss, damage or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* damage to someone else's property, or *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- is caused by an *accident* involving your *vehicle*.

#### *What you must do to claim for liability for reparation*

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you or any other person entitled to cover under this policy is charged with any offence which resulted in damage to someone else's property or *bodily injury* to another person.
- Obtain our written approval before you make any offer of *reparation*.

### Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these three circumstances.

- Your liability arises from an *accident* caused by any trailer or caravan that is attached to your *vehicle*.
- You allow someone else to drive your *vehicle*. However, we won't cover them if they're excluded from cover or otherwise insured. Where there is cover for this person under this section of the policy, the word 'you' in this policy also includes the person entitled to cover.
- You're driving a vehicle that belongs to someone else, provided that it is not hired to you under a hire purchase or lease agreement. We won't pay for *loss* to the vehicle you're driving. This extension does not apply where your *vehicle* is a motorcycle, trailer, or caravan.

### What we won't pay under Legal liability

We won't pay under any of these legal liability benefits for damage to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover damage to:

- a disabled vehicle being towed (other than for reward)
- damage to the property of passengers.

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy, or fails to meet the policy's terms and conditions.

We won't pay for any exemplary or punitive damages.

### Limits on what we'll pay for Legal liability

For any one event, we'll pay:

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

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000 during any *period of insurance*.

### We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating to an offence, or where you're legally liable to pay *reparation*.

## Vehicle change — we'll temporarily cover replacement or additional vehicles

If you change your *vehicle* or buy another one for your own use, we'll cover it automatically for up to 30 days.

We cover the replacement or additional *vehicle* for its *market value*, as long as it's valued at no more than \$100,000 — but otherwise on the same policy terms that apply to the current *vehicle* shown on your *schedule*.

You must give us full details of the replacement or additional *vehicle* within 30 days of buying it. If you don't, cover for it stops automatically.

## Vehicle servicing and emergency — we won't apply driver restrictions

If there are driver restrictions on your policy, we won't apply them if your *vehicle* is being driven:

- by a member of the motor trade while they are servicing or repairing it
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while delivering the *vehicle* to your home or workplace
- to a medical facility in a medical emergency.

## Optional benefits — the additional cover you can choose

If you've chosen the following optional benefits, they'll appear on your *schedule*. You need to have paid the additional *premium* for it to apply.

### Excess-free windscreen and window glass

We'll cover *accidental* damage to your *vehicle's* windscreen or window glass. You won't have to pay an *excess*, as long as you're not claiming for any other *loss* or damage to your *vehicle* or for legal liability.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

## Roadside assistance — you can purchase roadside assistance

If you choose this benefit, we'll provide you the details in a separate agreement.

# What we don't cover under this policy —

## Motor Vehicle exclusions

We won't cover you in these situations. These exclusions apply whether you have Comprehensive, Third Party Fire and Theft, or Third Party cover.

There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on pages 99 to 101.

### Alcohol or drugs

We won't cover any *loss*, damage, or liability if the person using or driving your *vehicle* at the time of the *accident*:

- had a breath or blood alcohol level higher than allowed under New Zealand law
- refused to take a breath test or give a blood sample when asked
- was under the influence of an intoxicating drug or drugs.

We'll assume the alcohol in the driver's blood or breath when the *accident* happened is no less than the amount shown in any blood sample or breath test taken following the *accident*.

This exclusion applies to anyone who is driving your *vehicle* with your permission.

### Breach of, invalid or incorrect driver's licence

We won't cover any *loss*, damage, or liability where any driver of your *vehicle* at the time of the *accident*:

- is breaching the conditions of their driver's licence
- doesn't hold a valid driver's licence
- doesn't hold a driver's licence appropriate to the class of vehicle being driven.

This exclusion applies to anyone who is driving your *vehicle* with your permission.

This exclusion doesn't limit cover under the 'Vehicle servicing and emergency' benefit.

### Certain uses of your vehicle

We won't cover your *vehicle* if it's being used:

- outside of the private use described in this policy wording, if your *schedule* shows private use
- outside of the private or business use described in this policy wording, if your *schedule* shows business use
- for any business use we have not agreed to
- anywhere for racing of any kind, or tests to prepare for racing, pace-making, trials, tests, performance demonstrations, driver training on racetracks, vehicle handling lessons on racetracks, or any similar events, whether organised or not
- on any racetrack, sealed or not, whether other vehicles are there or not.

### Depreciation, loss of use, consequential loss, or loss of value

We won't cover any *loss*, damage, or liability that is in any way connected with:

- depreciation
- loss of use
- consequential loss
- loss of value.

## Excluded drivers

We won't cover any driver of your *vehicle* who is excluded from the policy cover at the time of the *accident*.

## Existing damage

We won't cover the cost to fix any defect or damage which existed prior to the *accident*.

## Faults

We won't cover *loss* or damage caused by a defect or fault in your *vehicle's* design, specification, or materials.

## Illegally leaving the scene of an accident

We won't cover *loss*, damage, or liability if the person driving your *vehicle* fails to stop or leaves the scene of an *accident* when it's an offence to do so.

This exclusion applies to anyone who is driving your *vehicle* with your permission.

## Incorrect fuel

We won't cover *loss* or damage to your *vehicle*, including damage to its engine or fuel system, caused by using the wrong type of fuel.

## Mechanical or electrical breakdown

We won't cover breakdown, breakage, or failure of:

- any part or *accessory*
- the engine
- the transmission
- mechanical, electrical, or electronic systems.

If any of the above do break down, break, or fail, we also won't cover any *loss* that their failure may cause to the rest of these systems.

This exclusion won't apply if an external factor that originated outside of your *vehicle* caused the breakdown, breakage, or failure of the above.

## Tyres

We won't cover damage to tyres caused by:

- applying brakes
- punctures
- cuts
- bursts or bursting.

This exclusion doesn't apply if the tyre damage occurs in the following situations:

- Your *vehicle* suffers other *loss* or damage in an *accident*.
- The *loss* or damage is deliberate and is caused by a person not insured by this policy.
- The *loss* or damage was caused by a person using your *vehicle* without your permission.

## Unoccupied caravan

We won't cover *loss* to any caravan you've left *unoccupied* or unattended for more than 30 days, unless it's in a supervised caravan park or another location we have agreed to cover the caravan at.

## Unsafe vehicles

We won't provide cover if your *vehicle* is in an unsafe or damaged condition, unless you can prove either of the following.

- The *vehicle's* condition didn't contribute to the *loss* or damage.
- You and the driver were unaware of the *vehicle's* unsafe or damaged condition and had taken all reasonable steps to maintain it in a safe condition.

## Wear and tear, gradual damage, corrosion

We won't cover *loss* or damage caused by wear and tear, gradual damage, or corrosion.

# How we settle your Motor vehicle insurance claim

If your *vehicle* suffers *loss* or damage, which we accept under this policy, we may choose to settle your claim in one of the following ways.

## Repair your vehicle

If we decide your *vehicle* can be safely and economically repaired, we'll arrange for it to be repaired. We'll pay to repair your *vehicle* to a condition as close as possible to the condition it was in before the *accident*.

## We'll select the repairer

We'll select a repairer from our approved repairer network. These are businesses and individuals we've approved to repair your *vehicle* due to their high standard of workmanship.

We'll guarantee repairs by our approved repairer network for as long as you own the *vehicle*.

If your *vehicle* is not repaired by a member of our approved repairer network, we do not guarantee the repairs.

## Some limits on what we pay

We limit what we pay in some situations — either in amounts, or what we'll cover.

### *We'll only pay to repaint damaged areas*

We'll pay to repaint areas that have been damaged. We won't pay any additional cost to match the new and existing paint, or to paint areas that weren't damaged.

### *We won't pay to replace undamaged parts*

We won't pay to replace any part that isn't damaged.

### *When a part isn't available in New Zealand*

If a part or *accessory* is not available in New Zealand, we'll pay the lowest of these three options:

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

### *We don't pay freight on parts coming from overseas*

We won't pay the cost of freighting any part to New Zealand.

### *We limit what we pay for non-standard accessories or fittings*

We pay no more than \$1,000 in total for *accessories* that are not the manufacturer's standard fitting for your model, unless your *schedule* shows a higher amount.

### *We may ask you to pay towards the cost of repairs*

If your *vehicle* is in much better condition or is worth more money after the repairs than it was before the *accident*, we may ask you to contribute to the cost of repairs.



## If your vehicle is a total loss (a 'write-off')

If we decide your *vehicle* is unable to be safely or economically repaired, or if it has been stolen and not recovered, we will settle your claim as a *total loss*. We only settle your claim as a *total loss* where the *loss* or damage to, or theft of, your *vehicle* is covered by the cover type shown on your *schedule*.

## If you're insured for agreed value

If your *schedule* shows you're insured for *agreed value*, the most we'll pay for your *vehicle* is the amount shown as the *agreed value*.

## If you're insured for market value

If your *schedule* shows you're insured for *market value*, the most we'll pay for your *vehicle* is the *market value* at the time of the *accidental loss* or damage. We'll pay up to any maximum limit which applies to your *vehicle* based on the cover type shown on your *schedule*.

We'll calculate the *market value*. We do this by obtaining an independent valuation of how much your *vehicle* was worth immediately before the *accident* happened.

## Your policy ends once we've paid your total loss claim

Once we've paid your *total loss* claim, your policy comes to an end. We keep the damaged *vehicle*, including all insured *accessories*.

We'll refund any *premium* you have paid for the part of the *period of insurance* after the date of the *accidental loss* or damage.

## We'll pay a different amount for caravans, trailers, and motorbikes

If your *vehicle* is a caravan, trailer, or motorcycle, we'll pay up to whichever is less:

- the *market value*
- the *sum insured* on your *schedule*.

## Sum insured limit

If your *schedule* shows the 'Sum insured limit' clause applies to a *vehicle*, the most we'll pay for that *vehicle* is the lesser of:

- the *market value*
- the *sum insured* on your *schedule*.

# Boat insurance – your Boat cover under this policy

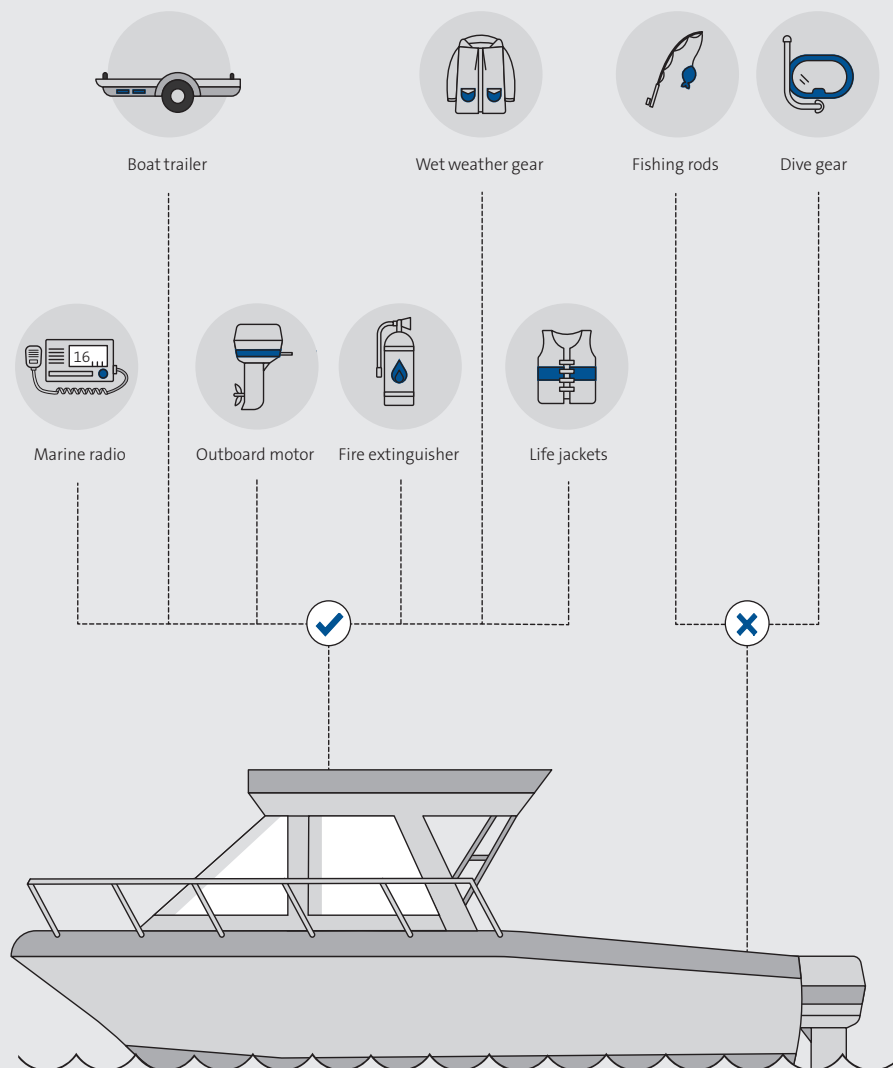
You're covered for *accidental loss* anywhere in New Zealand during the *period of insurance* to:

- your *boat* — as noted on your *schedule*
- *other property*
- fishing, diving, and sporting gear if it is specified on your *schedule*.

Your cover also includes the benefits listed under the heading 'Benefits we include in your cover' on page 92, if the circumstances they outline apply.

Your cover, including the benefits and optional benefit, is subject to the limitations, exclusions, conditions, and cover limits that apply to this policy.

## Boat and accessories



## Benefits we include in your cover

This section explains in detail the benefits we provide, and what we'll pay for each.

### Boat change — we'll temporarily cover replacement or additional boats

If you change your *boat* or buy another one for your own use, we cover it automatically for 30 days.

We cover the replacement or additional *boat* for its *market value*, up to \$50,000 — but otherwise on the same policy terms that apply to the *boat* currently listed on your *schedule*.

You must give us full details of the replacement or additional boat within 30 days of buying it. If you don't, cover for it stops automatically.

### Boat parts and accessories at home — we'll cover parts and accessories that aren't fitted to your boat

We'll cover *boat accessories* or spare parts that are not fitted to your *boat*, and that you keep at your *home*. We'll cover them if they are:

- stolen
- *accidentally* damaged by fire.

We'll pay up to \$500 for any one event, after deducting your *excess*.

### Emergency costs — we'll cover emergency transport and repairs

If you have an *accident* that we've agreed to cover under this policy, we'll pay for some emergency costs if you need us to. We'll pay for:

- the reasonable cost incurred by you for the rescue of you, your crew, and passengers — up to \$1,000
- accommodation and transport to get you, your crew, and passengers to your home if your *boat* is unusable after the *accident* — up to \$500
- getting your *boat* to the nearest repairer or safe place, or the cost of essential repairs so you can get the *boat* to your destination or a repairer
- returning your *boat* to your home after it's repaired, or if it was stolen and recovered.

### Legal liability — we'll cover your legal liability if you cause damage, loss, or injury

We'll cover you for your legal liability to pay *damages* or *reparation* for *accidental loss* to someone else's property, or *accidental bodily injury*.

The liability must:

- arise from a single *accidental* event during the *period of insurance*
- be caused in some way by your *boat*
- happen *in New Zealand*.

#### *What you must do to claim for liability for reparation*

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you're charged with any offence that resulted in damage to someone else's property or *bodily injury* to another person.
- Obtain our written approval before you make any offer of *reparation*.

### Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* if any of the following apply.

- You're using a boat that belongs to someone else and is not hired to you under a hire purchase or lease agreement. We won't pay for *loss* to the boat you're using.
- Someone else is using your *boat* with your permission, or is being towed by your *boat* while water-skiing (or similar) — as long as they're not otherwise excluded from cover or otherwise insured. Where there is cover for this person under this benefit, the word 'you' also includes the person entitled to cover.
- The *loss* to someone else's property, or *bodily injury*, is caused by you raising, removing, or destroying the wreck of your *boat*, or trying or failing to do any of these.

### What we won't pay under Legal liability

We won't pay under any of these legal liability benefits for *loss* to property that you own, or that's in your custody and control.

We won't pay for any exemplary or punitive damages awarded against you.

We won't pay for any legal liability:

- arising from the ownership, possession or use of any mechanically propelled vehicle which is both of the following:
  - Registered under the Transport Act 1962.
  - Able to tow or carry property insured under this Boat policy wording.
- relating in any way to any business or employment, or to any passenger who's paid a fare.
- where any exclusion in either of the following sections applies:
  - 'What we don't cover under this policy — Boat insurance exclusions' (see pages 95 to 97)
  - 'What we don't cover under this policy — overall exclusions' (see pages 99 to 101).
- where you, anyone else, or any organisation covered under this benefit either:
  - is entitled to cover under any other policy
  - fails to meet the terms and conditions of this policy.

### Limits on what we'll pay for Legal liability

For any one event, we'll pay:

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

During any one *period of insurance*, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$5,000,000.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above. The maximum we will ever pay for any one event is \$5,000,000.

### We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll pay your legal defence costs and expenses incurred by you. We won't pay legal defence costs and expenses in relation to an offence or where you're legally liable to pay *reparation*.

## Medical payments — if someone suffers an injury on your boat

If there's an *accident* causing an injury to any person while they're on board, boarding or leaving your *boat*, we'll pay up to \$2,000 towards their reasonable medical and ambulance costs.

We'll pay for costs incurred within one year of the injury.

## Replacing flares and extinguishers — if they were used to try to minimise loss

If we accept a claim under this policy, we'll pay up to \$1,500 to replace flares or extinguishers used in an attempt to minimise *loss* or damage.

## Salvage and associated costs — removing a wreck after an accident

If you abandon your *boat* after an *accident* that we cover, we'll pay the reasonable costs for:

- salvage and wreck removal costs, you're liable for
- expenses you incur in minimising further *loss* from the *accident*.

## Storage or repair — for boat parts or other property removed from your boat

We'll cover any part of your *boat*, or *other property*, if you temporarily remove it from the *boat* to repair or store it in securely locked premises.

We'll also cover the part of your *boat* or *other property* while it's in transit to be repaired or securely stored.

## Optional benefit — the additional cover you can choose

If you've chosen the following optional benefit, it will appear on your *schedule*.

### Racing risk cover for sail boats — we'll cover accidental damage to equipment while racing

If you're racing your sail *boat* and it suffers *accidental loss*, we'll pay the cost to repair or replace your:

- masts
- spars
- booms
- spinnaker poles
- sails
- rigging
- anchors.

We'll pay up to the *market value* at the time of the claim for the damaged equipment listed above.

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

We'll apply the additional *excess* listed on your *schedule* to any claim under this benefit.

# What we don't cover under this policy —

## Boat insurance exclusions

We won't cover you in these situations. There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on pages 99 to 101.

### Alcohol or drugs

We won't provide cover if, at the time of the *accident*, the person in control of your *boat* or towing your *boat*:

- had a breath or blood alcohol level higher than allowed by New Zealand law
- refused to take a breath test or give a blood sample when asked
- was under the influence of intoxicating drugs.

We'll assume the alcohol in the person's blood or breath when the *accident* happened is no less than the amount shown in any blood sample or breath test taken following the *accident*.

This exclusion applies to anyone who is in control of your *boat* or towing your *boat* with your permission.

### Defects or faults

We won't cover any cost to remedy a design fault or defect in design or construction. We won't cover any cost to alter your *boat's* design.

However, if there's resulting *loss*, we'll cover it (unless it's excluded under another part of this policy).

### Hire or charter

We won't cover any *loss*, damage, or liability that is caused while your *boat* is let out on hire or charter, or used for anything other than private pleasure purposes.

### Illegally leaving the scene of an accident

We won't cover any *loss*, damage, or liability if the person in control of your *boat* or towing your *boat* doesn't stop or leaves the scene of an *accident* when it's an offence to do so.

This exclusion applies to anyone who is in control of your *boat* or towing your *boat* with your permission.

### Invalid or breach of driver's licence

We won't cover *loss*, damage, or liability if the person towing your *boat* either:

- didn't have a valid licence to drive the vehicle at the time and place of the *accident*
- wasn't complying with the conditions of their driver's licence.

## Mechanical or electrical breakdown

We won't cover breakdown, breakage, or failure of:

- any part or *accessory*
- the engine
- the transmission
- mechanical, electrical, or electronic systems.

If any of the above do break down, break, or fail, we also won't cover any *loss* that their failure may cause to the rest of these systems.

This exclusion won't apply if the breakdown, breakage or failure of the above was caused by any of the following:

- A malicious act
- Collision
- Impact
- Earthquake
- Fire
- *Flood*
- Lightning
- Overturning of your *boat*
- Theft
- Illegal conversion
- Volcanic eruption.

## Moorings

We won't cover *loss*, damage, or liability caused by or involving any one of these situations.

- Your *boat* being unattended at anchor or on a swing mooring for more than 24 hours. We will provide cover if this is your *boat's* usual mooring or berth, or if the mooring meets the standards of the Port Authority or Local Authority.
- Permanent moorings that are not in good order, or don't meet the minimum standards of the Port Authority or Local Authority.
- Swing moorings that haven't been inspected and maintained within the last 3 years.

## Outboard motors unsecured

We won't cover *loss* by theft of outboard motors unless they were secured in one of these ways.

- Securely locked to a *boat*.
- Stored in a securely locked part of a *boat*.
- Stored in a securely locked building.

## Racing your motorboat

If your *boat* is mainly motor powered, we won't cover *loss* while it's racing, or being prepared for a race, reliability or time trial, or similar event.

## Racing your sail boat

Unless your *schedule* shows you have the optional 'Racing risk cover for sail boats' benefit (see page 94), while you're racing your sail *boat*, we won't cover either:

- *loss* to sails or protective covers caused by wind, or
- any damage to masts, spars, booms, spinnaker poles, rigging, or anchors.

## Wear and tear, corrosion, or depreciation

We won't cover:

- depreciation
- wear and tear
- leakage and breakage
- *loss* or damage caused by the action of light
- inherent nature of the insured property
- delamination, corrosion, rust, electrolysis, rot, mildew, mould, or gradual deterioration
- damage caused by marine organisms, insects, or vermin (except possums).



# How we settle your Boat insurance claim

If your *boat* or *other property* suffers *loss* which we accept under this policy, we'll decide if it's safe and economical to repair, or if it needs to be replaced.

We will pay the cost of repairing or replacing your *boat* and *other property* up to their *market value* at the time of the claim.

## We may ask you to contribute to the cost of repairs

We may ask you to contribute to the cost of repairs for your *boat* or *other property*. We'll do that if, after the repairs, it is in much better condition or worth more money than before the *accident*.

We won't ask you to contribute if the *boat* or *other property* is less than 1 year old when the damage occurs.

# What we don't cover under this policy – overall exclusions

As well as the specific exclusions under each policy wording in this booklet, we also won't cover you in the following situations.

## Communicable disease

We won't cover any *loss*, damage, interruption, liability, claim, cost, expense or any other sum of any kind that arises directly or indirectly out of, is contributed to by, or is in connection with any of the following.

1. Communicable disease.
2. The actual, or perceived, fear or threat of communicable disease.
3. Actions by any person, entity or public authority to respond to, control, prevent or suppress communicable disease.

Any other sum of any kind also includes any increased or additional costs or expenses of a claim that this exclusion does not otherwise apply to.

This exclusion:

- takes priority over any other term in this policy or any endorsement (including any that might contradict it)
- applies regardless of any other cause or event contributing at the same time or in any other order to 1–3 above.

When we say communicable disease, we mean any of these things.

- Any human, animal, plant or other disease that can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent, including without limitation, any:
  - virus
  - bacterium
  - parasite
  - other organism
  - any variation of any of the above, whether living or not.
- Any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956.

## Confiscation

We won't cover any *loss*, damage, or liability in any way connected to confiscation, acquisition, designation, or destruction by local or government authorities, or any decision of theirs.

## Criminal or reckless activity

We won't cover any *loss*, damage, cost, or liability in any way connected with:

- criminal activity involving anything this policy covers, unless you prove that you didn't have reason to suspect that criminal activity was happening
- any deliberate, intentional, knowing, wilful or reckless act, or failure to act, whether criminal or otherwise, committed by you, or anyone this policy covers.

## Cyber acts and incidents

We won't cover any *loss*, damage, liability, cost, or expense in any way connected to a *cyber act* or *cyber incident*. This exclusion does not apply if a *loss* covered by this policy causes a *cyber incident*.

However, if there's resulting *loss* to property insured under this policy caused by a *cyber act* or *cyber incident*, we'll cover it (unless it's excluded under another part of this policy).

## Data

We won't cover any *loss*, damage, liability, cost, or expense of any kind in any way connected to:

- *Data* being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted, or misappropriated
- errors in creating, amending, entering, deleting, or using *data*
- total or partial inability or failure to receive, send, access, or use *data* for any time
- any loss of use of *data*, or *data* being reduced in functionality, repaired, replaced, restored, or reproduced
- the value of any *data*.

This exclusion applies whether any other causes or events contribute at the same time, or in any order, to any of the above.

## Excesses

We won't cover any *excesses*.

## Fire and Emergency Act 2017

We won't cover you where your liability arising directly or indirectly from any fire you intentionally lit that didn't comply with either:

- the Fire and Emergency Act 2017
- any other statutory or local body requirements governing the lighting of fires.

## Loss of use, consequential loss, or loss of value

We won't cover any *loss*, damage, or liability that involves, or is in any way connected with loss of use, consequential loss, or loss of value.

## Loss that's covered by ACC

We won't cover any amount that anyone (including the victim of an offence) can claim under the Accident Compensation Act 2001.

This includes if:

- the victim hadn't made an ACC claim, or didn't make an ACC claim within the time required under the Act
- ACC declined the claim or limited their liability for any reason.

However, this exclusion doesn't reduce or limit cover under:

- Motor vehicle insurance Comprehensive cover – 'Personal injury' benefit.

## Nuclear activity

We won't cover *loss*, damage, or liability in any way connected with nuclear weapons, ionising radiation, or contamination by radioactivity from nuclear fuel, or the combustion of waste from nuclear fuel.

## Pre-existing damage

We won't cover any pre-existing damage.

## Terrorism

We won't cover *loss*, damage, or liability in any way connected with any act of terrorism. This includes any act of terrorism in any way connected to pollution, contamination, or explosion that is:

- biological
- chemical
- radioactive
- nuclear.

An act of terrorism means any act which:

- may include the use of force or violence, or the threat of its use; and
- is carried out or arranged by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

From its nature or context, the act:

- is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes; and
- may include the intention to influence any government or to put fear in the public or any section of the public.

## War

We won't cover *loss*, damage or liability that is in any way connected with:

- war
- acts of foreign enemies
- hostilities or warlike operations (whether war is declared or not)
- civil war
- military or usurped power
- rebellion
- insurrection
- civil commotion that amounts to an uprising
- invasion
- revolution
- mutiny
- popular uprising
- military uprising.

# Making a claim

If something happens and you think you may need to make a claim, first make sure everyone is safe.

Then, contact your AMP adviser, broker, or us as soon as possible.

Once we have all the information we need, we'll decide the best way to advance your claim.

## If you've been in a motor vehicle or boat accident

If you've been in an *accident* involving another vehicle or boat, gather as much information as you can. If you can, take pictures. Find out:

- the registration number of the other vehicle
- details of any other boats involved
- the details of any other driver or skipper involved — their:
  - name
  - address
  - phone number
  - insurance company details.
- if you can, the name and phone number of any independent witnesses.

## What you must do if something happens that might lead to a claim

If anything happens that might lead to a claim under this policy, you must do all the following.

- Tell the Police if there's been theft, burglary, or vandalism.
- Tell your AMP adviser, broker, or us about what's happened.
- Take all reasonable steps to minimise the *loss* or damage.
- Send us any communications you get about an event that might lead to a claim.
- Obtain our permission before you start repairs (unless you're replacing or repairing window glass).
- Let us inspect any damaged property. If you need to immediately remove or destroy *contents* because of health and safety, take photos of the damage and send them to us.
- Provide us with any information or help we may need, including proof that you own the property you're claiming for and evidence of its value. Proof could be receipts, bank or credit card statements, valuations, photos, or contracts of sale.
- Help us take any recovery action we choose against anyone we consider responsible for the *loss*.
- At your cost, cooperate with our assessors, investigators, lawyers, and anyone else we appoint to help us. This includes attending meetings with them when we need you to.
- Don't refund the bond to your *tenant* if they're potentially legally liable for any *loss* you're claiming, and you can lawfully withhold some or all of the bond.

## ⚠ If you don't fulfil these responsibilities

If you don't fulfil the responsibilities outlined above, we may:

- reduce the amount we pay you
- refuse to pay, or decline, your claim
- require you to pay back to us anything we've paid for the claim.

## What you must do to help us settle your claim

### Obtain our permission before you incur expenses or negotiate claims

You must obtain our written permission before you incur any expense or negotiate, pay, settle, admit, reject, or make any agreement about any claim.

### We will act in your name

In your name, we can:

- take any proceedings necessary to use your legal right of recovery from anyone else
- take over, defend, and settle any claim against you for *damages*.

If we act in your name, we'll do so at our expense. You must provide all reasonable help and cooperation, at your cost.

### When we accept your claim, your damaged contents become our property

When we accept your claim, any damaged items of *contents* become our property to dispose of or salvage.

### We will share and collect information about your claim

You allow us to share information with third parties about any claim you make under this policy. You also allow us to get information from third parties that's relevant to any claim you make under this policy.

### You must complete documents agreeing settlement

Before we settle your claim, you must complete documents describing our settlement for your claim.

### Excess – you will have to pay an excess

The *excess* is the amount you must pay towards the cost of any claim.

The *excess* forms the first part of any *loss* you're claiming for.

We'll take the *excess* away from the amount of your claim, not from any policy limit.

If *loss* arises from multiple incidents, occasions, or events, the *excess* (or each relevant *excess*) applies to each incident, occasion, or event that causes *loss*.

### One event, one excess

Usually, you'll pay an *excess* for every claim. However, if you need to claim under more than one policy with us for *loss* caused by a single event at the same location, you'll only pay one *excess*. This will be the largest applicable *excess* of all your policies.

## Additional excesses can apply to Home or Contents insurance

More than one type of *excess* could apply — the specific circumstances of your claim will determine the total value of the *excess* you need to pay. If more than one type of *excess* applies, they'll apply cumulatively — they'll be added together to reach the total *excess*. Any amount shown on your *schedule* or described in this policy wording as an *excess* could apply.

### *Home additional excesses*

The following additional *excesses* apply, unless the *loss* arises from fire, *flood*, or *natural disaster*.

- \$250 for each event, if you let your *home* to *tenants* other than you.
- \$1,000 for each event, if you make your *home* available to anyone for casual use in return for any form of payment.

### *Contents additional excesses*

The following additional *excesses* apply, unless the *loss* arises from fire, *flood*, or *natural disaster*.

- \$250 for each event, if you let your *home* to *tenants* other than you.
- \$1,000 for each event, if you make your *home* available to anyone for casual use in return for any form of payment.

An additional \$150 *excess* applies to any claim for portable electronic equipment that's lost or stolen from your motor vehicle.

An additional \$250 *excess* applies to any claim for *loss* to *contents* if they are stolen during a burglary at your *home* and all the following apply.

- You've told us you have a security alarm system, which we have given you a discount for.
- The alarm was not turned on and/or not activated.
- You weren't at *home* at the time of the *loss*.

## Additional excesses can apply to Motor vehicle insurance

The types of additional excesses that might apply are explained below. Additional excesses must be paid on top of any others that apply.

### *Imposed excess*

Imposed excess — an additional excess that may apply to a particular *vehicle*.

### *Special excess*

Special excess — an additional excess that may apply to a particular person.

### *International excess*

International excess — an additional excess applying to any driver who, at the time of the *accident*, holds a driver's licence from any country other than New Zealand. We don't apply this excess if the driver's licence is from any of the countries considered exempt by Waka Kotahi New Zealand Transport Agency.

### *Unnamed driver excess*

Unnamed driver excess — an additional excess applying to any drivers who are not named on your *schedule*. This excess will only apply if you have chosen a voluntary named driver option, as shown on your *schedule*.

### *New driver excess*

New driver excess — an additional excess applying to any drivers aged 25 or over who held a New Zealand driver's licence for less than 12 months at the time of the *accident*.

### *Underage excess*

Underage driver excess — an additional excess that applies to any driver aged under 25 at the time of the *accident*.

## If you're not at fault, your excess can be refunded for motor vehicle claims

We may refund your excess for a claim, if we are satisfied that both of the following conditions are met.

- The driver or person in charge of your *vehicle* is free of blame.
- The person at fault is identified.



# What your responsibilities are

This section outlines the responsibilities you, and anyone else insured under this policy, must meet.

## Information given to us must be correct

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

All statements and information you give us, or anyone gives us on your behalf, must be complete and correct. This includes statements and information:

- in any proposal, application, or declaration — whether we get the statements and information verbally, electronically, or in printed form
- that support this policy or any claim.

If you give incorrect or false information in relation to your claim, or if your claim is fraudulent in any way, we won't pay the claim. If your claim is fraudulent, your policy automatically ends — we will cancel your policy from the date you made the claim or gave us the false information.

If you give us incorrect or incomplete information, or if information is withheld, and your claim is declined or we *avoid* your policy, this may affect your ability to obtain insurance in the future.

## You have a duty of disclosure

You have a duty of disclosure, which means you must tell us everything we'd consider material to decide:

- whether to issue, renew, or change this policy
- the terms on which we'd issue, renew, or change this policy, including the *premium* we charge.

Your duty of disclosure applies each time you renew or change this policy. If you don't meet your duty of disclosure, we can refuse a claim, reduce any claim payment, or *avoid* the policy. This may affect your ability to obtain insurance in the future.

## Tell us if anything changes

Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the *premium* we charge. Here are some examples of situations you need to tell us about.

- Your *home* is going to be *unoccupied*.
- You, someone living with you at your *home*, or anyone driving your insured *vehicle*, is convicted of a criminal offence.
- You make structural changes or additions to your *home*.
- You change the address where your *vehicle* or *boat* is kept overnight.
- You modify your *vehicle* or *boat* from the manufacturer's standard specifications.

If you're not sure whether something is important, tell us anyway. If you don't keep us up to date, we can refuse a claim, or reduce any claim payment, or *avoid* the policy.

## ⚠ If we avoid your policy

If we *avoid* your policy, we treat it as though it never existed. You'll have to pay back any claim payments we have made to you, and we'll refund you any *premium* you have paid to us.

This might mean you find it difficult to get other insurance in the future.

## You're responsible for setting your Contents sum insured

You are responsible for setting your *contents sum insured*. You must ensure at all times it is sufficient to cover *loss* to your *contents*.

## You're responsible for setting your Home sum insured

Your *home sum insured* is the figure you estimate as the total cost of rebuilding your *home*, including all associated costs. It is not the value of your property on the open housing market.

You must review your *home sum insured* regularly, as it's your responsibility to ensure you have enough insurance cover to rebuild your whole *home* if you need it.

## You must take all reasonable steps to prevent loss

You must, at your cost or expense, take all reasonable steps to prevent *loss* and keep the property covered by this policy in good condition. We always have the right to examine any property this policy covers.

You must also try to avoid any *loss* that you could be held legally liable for.

We won't cover *loss* or legal liability in the event that you are reckless or grossly negligent.

Reckless or grossly negligent means you've failed to act in the way a reasonable person would, given the circumstances you faced when the *loss* happened.

## If you're paid reparation, you may need to pay it to us

If anyone covered by this policy is paid *reparation* for *loss* or damage to property that we are paying (or have paid) a claim for, you must tell us. You must give us the *reparation* payments to repay the claim payments that we have made, up to the amount of the *reparation* received.

## You can't pass on your rights or interests under this policy

Without our prior written agreement, you can't assign, or attempt to assign, either of the following to any other party:

- this policy or your interest in it
- your rights to any claims proceeds under this policy.

## Landlord obligations — responsibilities you must meet if your home is tenanted

If your *home* is *tenanted*, you must meet the responsibilities below. If you don't meet all of these, we can refuse to pay your claim.

### Select tenants with care

You or your managing agent must take all reasonable care when choosing each *tenant*. This includes:

- obtaining satisfactory written references for each adult *tenant* before that *tenant* moves into your *home*
- keeping records of checks you make and references you obtain, and giving them to us if we ask for them.

### Inspect your property every time the tenancy changes and at least once every 6 months

You or your managing agent must inspect the property inside and out, both:

- whenever the *tenant* changes
- every 6 months, at a minimum.

You or your managing agent must also keep photos and written records of the condition of the property at the time of the inspection, and give them to us if we ask for them.

### You have additional obligations if you've chosen Landlord's extension

If you have purchased the optional 'Landlord's extension' benefit, you must also meet the following additional responsibilities.

#### *Actively monitor the rent, and take steps to get overdue rent paid*

You or your managing agent must do all the following.

- Actively monitor the *rent* for your *home*.
- Give written notice to the *tenant* if the *rent* is 10 days overdue, requiring them to pay that *rent*.
- If the unpaid *rent* is not received within a further 5 days, both:
  - personally deliver a second notice to the *tenants* requiring them to pay that *rent*
  - find out whether your *tenants* are still living at your *home*.

#### *Find new tenants as soon as possible*

You must mitigate any loss of *rent* by taking all reasonable steps to find suitable new *tenants* as quickly as possible. You must give us records of the steps you took if we ask for them.

# Policy conditions and other important information

## Your premium

Your *premium* is the payment you make in exchange for your insurance cover. Your *premium* is detailed on your policy *schedule*.

## Paying your premium

Your insurance policy is an annual contract. You can choose to pay annually in full, or in instalments.

Your *premium* will be higher if you pay by anything other than annual instalments, as we charge you instalment fees.

Making changes to your policy details may affect the *premium* you need to pay or have paid for the remainder of your *period of insurance*.

If you pay annually and don't pay the full amount, we may reduce the *period of insurance* to align with the amount you paid.

## Your premium must be paid up to date, before we'll pay a claim

If you need to make a claim and you have *premium* that is less than 28 days overdue, we may do one of these things:

- withhold the claim payment until you've paid the overdue *premium*
- deduct the overdue *premium* from the claim payment.

## Your policy ends if your premium is more than 28 days overdue

If your *premium* is overdue by more than 28 days, your insurance cover under this policy ends. Cover stops from the date you have paid up to.

## Your Home insurance reduces after a claim, before repairs are done

If we pay a claim for *loss* under this policy, your policy continues. However, the amount of cover available to pay future claims out of the *sum insured* reduces by the value of the *loss*.

We restore the amount of cover in line with the repair or rebuilding of the *loss*. But before we can restore the amount of cover, both of the following things must happen.

- You must pay any extra *premium* that we may charge.
- We must be satisfied that the *sum insured* shown on your *schedule* is a reasonable estimate of the cost of repairing or rebuilding the entire *home*.

We'll only restore your cover once during the *period of insurance*, unless we agree otherwise in writing. We won't restore your cover if there's been a *total loss* under this policy.

## Your Contents insurance reduces after a claim, before contents are repaired or replaced

If we pay a claim for *loss* under this policy, your policy continues. However, the amount of money available to pay future claims out of the *sum insured* reduces by the value of the *loss*.

We'll restore the amount of cover in line with either:

- the replacement or repair of the *contents*
- the payment we make to you for the *loss*.

Before we restore the amount of your cover, both of the following things must happen.

- You must pay any extra *premium* that we may charge.
- We must be satisfied that the *sum insured* shown on your *schedule* is a reasonable estimate of the *replacement value* or *indemnity value* of your *contents*.

We'll only restore your cover once during the *period of insurance*, unless we agree otherwise in writing. If your claim is for the *total loss* of your *contents*, or if we pay the total *sum insured*, this condition won't apply, and your policy will end.

## How your policy can be cancelled

### You can cancel your policy

#### *You have a cooling-off period if you change your mind*

When you first purchase this policy, you can cancel your policy within 30 days if you change your mind. We'll refund all the *premium* you've paid, if you haven't made a claim.

#### *You can cancel after the cooling-off period*

You can cancel your policy at any time after the 30-day cooling-off period. If you haven't made a claim, we'll refund any *premium* you've already paid for insurance cover after the cancellation date.

### We can cancel your policy

#### *We can write to you to cancel your policy*

We can cancel this policy at any time by writing to either:

- you at the address or email address on our records
- your AMP adviser or broker.

Your policy will be cancelled from 4.00pm on the 14th day after we send the letter. We will refund any *premium* you've already paid us for cover after the effective date of the cancellation.

#### *We'll cancel your policy if you make a fraudulent or false claim*

If you make a fraudulent or false claim, this policy automatically ends. We don't need to cancel it in writing, but we may confirm to you in writing that it was automatically cancelled at a particular time. We will refund any *premium* you have already paid for cover after the cancellation date.

## **We may automatically adjust your Home insurance sum insured at renewal**

When we renew your policy, we consider factors that can influence the cost of repairing, rebuilding, or other costs.

As a result, we may adjust the *sum insured* for your *home*. If we do, we'll show your new *home sum insured* on your *schedule*, and adjust your *premium* accordingly.

We don't guarantee, represent, or advise that any change to your *home sum insured* will be enough to compensate you fully for any *loss*. You must always ensure your *home sum insured* is enough to cover *loss* to your *home*, and associated costs.

## **We may automatically adjust your Contents insurance sum insured at renewal**

When we renew your policy, we consider factors that can influence the cost of repairing or replacing items of *contents*.

As a result, we may adjust the *sum insured* for your *contents*. If we do, we'll show your new *contents sum insured* on your *schedule*, and adjust your *premium* accordingly.

We don't guarantee, represent, or advise that any change to your *contents sum insured* will be enough to compensate you fully for any *loss*. You must always ensure your *contents sum insured* is enough to cover *loss* to your *contents*, and associated costs.

## **If your Motor vehicle is insured for agreed value, the agreed value may change at renewal**

If your *schedule* shows your *vehicle* is insured for *agreed value*, we may choose to adjust the *agreed value* of your *vehicle* as it depreciates with age and use. We'll show the new *agreed value* on your *schedule* – you accept this by paying your *premium*.

If you'd like to discuss the *agreed value*, just get in touch with your AMP adviser, broker, or us.

## **We don't cover you if you breach these terms**

To be covered under your policy, you must comply with the terms and conditions outlined in this policy wording booklet.

If we find that anyone insured by your policy has breached any of these terms or conditions, we can decline a claim, or reduce the payment.

However, nothing in this policy wording booklet affects our rights or yours under common law, including our right to *avoid* your policy for not making full disclosure in accordance with your duty of disclosure.

## **This policy can cover multiple parties as joint insureds**

This policy is a joint policy if your *schedule* shows joint names, or includes the name of a Trust, as being insured.

We view each insured person as acting with the explicit permission of any other. You each have the right to change this policy, make or settle a claim under this policy, or cancel this policy.

Any breach of the policy terms or conditions by one person will prevent all insured people from claiming under this policy.

## We may change the terms of the policy

If we can no longer obtain or retain full reinsurance protection from any *natural disaster* this policy covers, we may change the terms of this policy including the *excess*.

We'll send a letter or e-mail to the latest address we have for you, or to your AMP adviser or broker. The change takes effect at 4.00 pm on the 14th day after we send the letter.

## How GST applies when we pay a claim

Dollar figures for benefits, *excesses*, and limits to items in this policy include GST. However, we'll pay GST that is paid or payable on top of the *sum insured*.

## We only pay once if more than one policy could apply

Some cover under this policy can only be used once per event, even if you have more than one policy or section of a policy with us that has the same cover.

This condition applies if you, or someone you live with, has any of the following benefits with us under more than one policy:

Home insurance:

- Alternative accommodation
- Property owner's liability
- Resetting or reprogramming a security system
- Stolen keys
- Stress payment.

Contents insurance:

- Alternative accommodation
- Occupier's and personal liabilities
- Stolen keys
- Tenants' improvements.

Motor vehicle insurance:

- Legal liability.

Boat insurance:

- Boat parts and accessories at home
- Legal liability.

## We don't cover you if you have other insurance

Except for cover provided under the 'Fatal injury' benefit under the Contents insurance section of this policy, we won't cover you for *loss* or *liability* where insurance cover is provided by another insurer for the same *loss* or *liability*. We won't contribute towards any claim under any other policy.

## If your property is secured by an interested party

If your property is mortgaged, or secured by another kind of financial agreement, we may make any claim payment to the interested party. This will meet our responsibilities under this policy.

Where required, we'll share personal information about you with any party that holds a financial interest in your property.

We don't cover parties with a financial interest under this policy, and those parties can't make claims.

## New Zealand law applies to this policy

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

When this policy mentions an Act of New Zealand Parliament, this includes any substitution, amendment, or replacement of the Act. If the Act has been repealed and there is no substitution or replacement, we mean any part of an Act with substantially the same purpose and function. It includes the regulations under the Act.

## How Government EQC cover works when you insure more than one site

If your policy covers property at more than one named location, each location is considered a separate insurance policy for the purposes of the Earthquake Commission Act 1993.

## We'll cover your home until it changes hands

If you've signed a contract to sell your *home*, we'll cover the buyer under this policy until they take possession of your *home* or until settlement, whichever is earlier. However, we only cover the buyer if they're not covered under another policy.

The limitations, exclusions, conditions, and cover limits of this policy apply to both you and the buyer, as if you were jointly insured.

## We'll put details of your claims on the Insurance Claims Register

In buying this policy, you allow us to put details of any claims you make on the Insurance Claims Register (ICR) so other insurers can see them. You also allow us to obtain personal information and details of claims you've made from the ICR.

The ICR is a database of insurance claims. It helps prevent insurance fraud by enabling insurance companies to share details of claims. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington 6140.



## Your privacy and personal information

Vero holds the personal information you gave when you bought this policy. AMP may also hold this information.

Vero also holds the personal information you give us while you're insured with us, including when you make a claim.

## Your rights to access and correct your information

You have the right to access and correct the personal information that Vero and AMP hold about you, under the Privacy Act 2020.

To contact Vero, write to:

Vero Insurance  
Private Bag 92120  
Auckland 1142  
New Zealand

To contact us about your personal information, call 0508 267 271 or speak with your AMP adviser or broker.

Vero or AMP may charge a fee.

# Definitions

This section defines some words and phrases that have specific meanings in this policy wording booklet. When we use the words or phrases below, we use italics, and we mean the definition we give in this section.

## ***Accessory and accessories***

Any of the following:

- car seat covers
- child restraints and seats
- first aid kit, torch, fire extinguisher, maps
- fitted entertainment, communications, and navigation systems
- other equipment permanently fitted to your *vehicle*
- roof racks, roof boxes, bike racks and tow bars when fitted to your *vehicle*
- tools and breakdown equipment you permanently keep in your *vehicle*, or bought by you to repair your *vehicle*.

## ***Accident, accidental, and accidentally***

A sudden and unforeseen event not intended or expected by you.

## ***Agreed value***

The amount we agree to insure your *vehicle* for, as shown on your *schedule*.

## ***Avoid (a policy)***

We'll treat your policy as though it never existed, in accordance with the legal principles which govern the duty of disclosure and its remedies.

## ***Award (in respect of the Health and Safety at Work Act)***

Any of the following imposed by a New Zealand Court in relation to prosecution against you under the Health and Safety at Work Act 2015:

- damages
- restitution
- compensation
- reparation order.

Award does not include:

- any payment that is unlawful to insure against
- fines, penalties, or infringement fees under the Health and Safety at Work Act 2015.

## ***Boat***

Any type of craft or vessel that's made or intended to float on or in, or travel through water.

Boat includes the hull and any fixtures, fittings, and equipment, which are permanently on board, including:

- sails, masts, spars, and rigging
- machinery and motors (inboard and outboard)
- anchors and warps
- fish finders, depth sounders, other navigational aids, and marine radios
- boat trailers.

### ***Bodily injury***

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

### ***Computer system***

Any of the following in any configuration:

- computers, hardware, and software
- communications systems
- electronic devices, including smart phones, laptops, tablets, and wearable devices
- electronically controlled equipment, including *data* processing equipment
- server, cloud, or microcontroller equipment
- any similar system, input, output, data storage device, networking equipment or back up facility.

### ***Contents***

Anything in your:

- possession or located at the *home*, belonging to you, or hired by you
- custody or control for which you are responsible, that is not insured elsewhere.

Contents doesn't include any of the following.

- Mechanically propelled vehicles, trailers, caravans, or aircraft (except ride-on mowers and other domestic garden appliances, children's motorcycles under 50cc, electric wheelchairs and electric mobility aids, *drones* while they are not in use, and remote-controlled scale models).
- Vehicle *accessories* in or on a vehicle, except for the cover provided by the 'Vehicle accessories within an employer's motor vehicle' benefit.
- Vehicle keys or vehicle remote controls.
- Entertainment and communications systems that are in or on a vehicle, including any parts that attach to these systems.
- Navigation systems or radar detectors in or on a vehicle, including any parts that attach to them.
- Trees, shrubs, and plants (other than pot plants).
- Fixtures, fittings, sculptures, or artwork (and their accessories) permanently attached to the *home* or to land.
- Contents used in any way for professional or business purposes, except for:
  - laptop computers, tablets, mobile or smart phones, or any other similar handheld electronic device that you also use for personal use
  - the cover provided by the 'Property used for trade, professional or business use' benefit and the 'Home office or healthcare practice' benefit.
- Contents normally housed in an address not named on the *schedule*.
- Any item of contents that you have sold, gifted, or given away, that is no longer in your possession, or any item which you have taken ownership of or responsibility for, but you have not yet taken possession of.
- Any artificial body parts, surgical implants, or attachments that are permanently fitted to you or to any animal.
- Any animal.
- The *home*.
- *Drones* while they are in use.

### ***Cyber act***

One or more unauthorized, malicious, or criminal acts, involving accessing, processing, using, or operating any *computer system*. *Cyber act* also includes the threat or hoax of these acts.

**Cyber incident**

Either of the following.

- Any error, omission or series of related errors or omissions involving accessing, processing, using, or operating any *computer system*.
- Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using, or operating any *computer system*.

**Damages**

Money you have to pay because of a judgment against you, a settlement we negotiate, or both. Damages can include the other party's costs, and interest.

Damages does not include:

- punitive or exemplary damages
- *reparation*
- fines
- taxes
- any other kinds of penalty or compensation, financial or not
- any other payment that is unlawful to insure against.

**Data**

Any kind of information, including facts, concepts, or code.

In this definition, we mean information that is converted, recorded, or transmitted in a form that a *computer system* can access, communicate, display, distribute, interpret, process, transmit, store or use.

**Domestic pets**

Any animal that's tamed and kept for pleasure and companionship. It doesn't include any animal that is:

- not usually found living in urban households
- kept as a working or sporting animal
- kept for breeding or for any economic purpose.

**Drone(s)**

Any unmanned, unpiloted, or remotely operated aerial device.

**Excess(es)**

The amount you must pay towards the cost of any claim.

**Flood**

The inundation of land by water that has either:

- escaped or been released from the normal confines of the sea, a watercourse, reservoir, pond, dam, or lake
- run off, accumulated, or pooled.

The definition does not apply if it is only your property that is inundated.

## ***Healthcare practice***

The part of your *home* that either:

- you exclusively use to carry on the business of a health practitioner, as defined by the Health Practitioners Competence Assurance Act 2003
- your customers use to access to that part of your *home*.

## ***Home***

The dwelling, including residential flat or holiday home, which is:

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

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

- Each additional self-contained dwelling unit that's capable of being lived in and is intended by you to be, or actually is the *home* of one or more persons (if your *schedule* specifically indicates that the *home* includes additional dwelling units).
- Any separate outbuildings that are not self-contained or capable of being lived in, and any garages.
- Permanent decks.
- Greenhouses and garden sheds, patios, pergolas, and built-in furniture.
- Aerials and satellite dishes that are attached to the *home*.
- Fixed floor coverings (floating, glued, tacked or smooth edged).
- Coverings fixed to the ceiling or wall.
- Curtains, drapes, and blinds.
- Fixed light fittings and appliances permanently wired or plumbed to a gas, plumbing, or electricity supply.
- Letter boxes, exterior blinds and awnings, fixed clotheslines, and built-in barbeques.
- Septic tanks, heating oil tanks, service tanks, water tanks, and their fixed pumps and systems.
- Permanent spa pools or swimming pools, including their fixtures, covers, pipes, and fixed pumps.
- Walls, fences, and gates.
- Solar panels.
- Gas pipes, fresh-water pipes, underground drainage, and sewerage pipes.
- Cables and poles associated with electricity, *data*, and telephone services.
- Any driveways, paths, patios, bridges, paving, and tennis courts.
- Any private road, lane, right-of-way, access way, or bridge (including associated guttering, drains, piping, cables, and lighting) providing access to a driveway that you own, or share with other residential property owners, and for which you're responsible for.
- Permanently installed ornamental fishponds and water features connected to the dwelling's water supply.
- Sculptures and artwork that are permanently fixed to buildings or land.
- Your share in any walls (except retaining walls), fences, gates, pipes, cables, or driveways that you jointly own with other property owners.
- Any part of the home used as a *home office* or *healthcare practice*.

'Home' doesn't include any of the following.

- *Contents*.
- Temporary structures.

- Retaining walls, except for the cover provided under the 'Retaining walls' benefit (page 15) of the Home section of this policy under Cover Option - Maxi.
- Power generation and power storage equipment, except for the cover provided under the 'Power generation equipment' benefit (page 13) of the Home section of this policy under Cover Option - Maxi.
- Hedges, trees, shrubs, plants, lawns, and garden edging except where cover is provided under the 'Landscaping' benefit applicable to your Home Cover Option.
- *Landlord's furnishings*, unless your *schedule* shows you have the Home optional 'Landlord's extension' benefit.
- Any boarding house (as defined by the Residential Tenancy Act 1986).
- Wharves, piers, jetties, or similar structures.
- Culverts, ponds, dams, and slipways.
- Sea walls, *flood* walls, and levees.
- Other property owners' shares in any walls, retaining walls, fences, gates, pipes, cables, or driveways that you jointly own with those property owners.
- Land, earth, or fill.

### ***Home office***

The part of your *home* that either:

- you exclusively use to do administrative, clerical, or professional business
- your customers use to access that part of your *home*.

### ***Indemnity value***

Either of the following:

- the value of the damaged property immediately before the *loss* occurred
- the cost to restore it to a condition no better than when it was new — less an amount for depreciation, wear, and tear.

### ***In New Zealand***

Any of the following locations:

- in New Zealand
- in transit within New Zealand
- within 150 kilometres of New Zealand's coastline, but not on trips to or from ports and/or places outside New Zealand.

### ***Landlord's furnishings***

The following items that you own in a *tenanted* property and are not permanently wired into the *home*.

- Dishwashers.
- Stoves.
- Refrigerators.
- Washing machines.
- Dryers.
- Built-in microwaves.

### ***Loss***

*Accidental* physical loss or physical damage. It doesn't mean prevention of use or loss of functionality or usefulness.

### **Market value**

The reasonable:

- value of the *contents* immediately before the *loss* — for contents insurance
- second-hand value of your *vehicle* immediately before the *loss*, based on factors including your *vehicle's* age, condition, and kilometres travelled — for motor vehicle insurance
- value of your *boat* or *other property* immediately before the *loss* — for boat insurance.

### **Natural disaster(s)**

An earthquake, natural landslip, volcanic eruption, tsunami, or hydrothermal activity — or fire resulting from any of these. It does not include a gradual or slow-moving natural landslip.

### **Other property**

Your dinghy, gear, and equipment kept permanently on board your *boat* but not permanently attached to it, including:

- life jackets
- flares
- fire extinguishers
- tools
- clothing and wet-weather gear
- bedding
- food and cooking utensils
- other similar accessories.

### **Period of insurance**

The timeframe we provide your insurance cover for (usually 12 months), as shown on your *schedule*.

### **Premium**

The amount you need to pay us to ensure cover commences and remains in force. This is the initial premium or any subsequent premium, and includes any government levies and taxes.

### **Rent**

The payments due to you from *tenants* for your *home* under the current *tenancy agreement*.

### **Reparation**

An amount a New Zealand court orders you to pay to the victim of an offence under section 32 of the Sentencing Amendment Act 2014.

Reparation does not include:

- reparation resulting from prosecution of an offence under the Health and Safety at Work Act 2015
- *damages*, court cost, fines, penalties, any other kind of penalty (financial or not), taxes, and any payment that is unlawful to insure against
- your legal defence costs or expenses in relation to an offence.

### ***Replacement condition***

What we determine is reasonably required to rebuild your *home*. The rebuild amount will include rebuilding:

- to a building standard or specification similar to, but not more extensive or better than, the *home's* condition when new
- using techniques and building materials that are currently equivalent and readily available in New Zealand.

Replacement condition only includes replicating heritage features if it's possible with the techniques or building materials (or both) that are currently equivalent and readily available in New Zealand.

### ***Replacement cost***

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

### ***Replacement value***

The cost of replacing, repairing, or reinstating *contents*, without deducting for wear and tear or depreciation.

### ***Residential boundaries***

The part of the land the *home* dwelling sits on, which you, members of your family, or your *tenants* mainly use for *residential purposes*.

Residential boundaries doesn't include any part of the land:

- which is used for commercial or farming purposes
- that's more than 150 metres away from a dwelling or garage used for *residential purposes*, if the *home* is on a property larger than 10,000 square metres and isn't serviced by a dedicated town mains water supply.

### ***Residential purposes***

The ordinary domestic activities of life — this doesn't include activities that have a business or commercial purpose.

### ***Room***

Any room(s), common area(s), and passageway(s) openly connected and not separated by any doors, doorways, or stairs.

### ***Schedule***

The most recently issued policy schedule, policy change, endorsement, expiry notice, or renewal notice issued to you or your AMP adviser or broker.

### ***Similar items***

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

### ***Sum insured***

The amount your *schedule* shows for a particular item.

### ***Tenancy agreement***

A written contract lasting for at least 90 days, giving the *tenants* the right to occupy your *home* in exchange for regularly paying *rent*.



***Tenant, tenants***

The person (or people) who sign a *tenancy agreement* with you, including their spouse or partner and their family.

***Tenanted***

Your *home* is occupied by *tenants* and your *schedule* shows your *home* is occupied by *tenants* or is a rental property.

***Total contents sum insured***

The amount your *schedule* shows your *contents* are insured for, including the GST-exclusive value of any specified items.

***Total loss***

We have declared that your property is damaged beyond economic repair or is stolen and remains unrecovered.

***Uninhabitable***

We, or government or local authorities, determine your *home* is not a safe or sanitary place to live because of actual, possible, or impending physical damage — and we or they have therefore given you notice of this.

Uninhabitable doesn't mean you or your *tenants* not wanting to live in an otherwise safe or sanitary *home*.

***Unoccupied***

No authorised person has slept overnight in the *home* within the last 60 days.

***Vehicle***

Any vehicle that your *schedule* describes, including:

- equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally stay in the vehicle
- the vehicle's *accessories*
- the vehicle's keys.

Under the 'What we don't cover under this policy — Motor Vehicle exclusions' section starting on page 86, *vehicle* also means any other vehicle this policy covers.

## Contact us

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[amp.co.nz](https://amp.co.nz)

Thank you for choosing AMP to protect your home and assets.  
Contact your AMP Adviser or Broker if you need any further assistance.