



## ANZ ASSET PROTECTOR

POLICY DOCUMENT  
EFFECTIVE 11 SEPTEMBER 2016

# WELCOME!

**Thanks for choosing ANZ Asset Protector. Your policy is underwritten by Vero and Vero has agreed to provide you with insurance cover in exchange for your premium payments.**

Your policy is made up of three parts:

- All of the information you have provided to Vero (for example when you applied for cover, made changes to your policy or made a claim)
- The policy **schedule** which includes details about who and what is insured, when your cover starts and ends and the premium you've agreed to pay
- This policy document, which explains what is and isn't covered under each section of your policy, who you should contact for service and how to make a claim.

Please check your **schedule** carefully and call us as soon as possible if any details are incorrect. This is very important as any incorrect or incomplete details may affect your cover.

**0800 831 123** for Customer Service

**0800 269 252** for Claims Service

Our policy administration and claims service teams are here to help you any time of the day or night, seven days a week. If you have any questions or concerns about your policy, call our service team on 0800 831 123 or send us an email at [anzinsurance@vero.co.nz](mailto:anzinsurance@vero.co.nz).

To talk to us about a claim, please call our claims team on 0800 269 252 or send an email to [anzclaims@vero.co.nz](mailto:anzclaims@vero.co.nz).

## HOW THIS POLICY WORKS

Your policy document is made up of different sections:

### General terms and conditions

These are the details that apply to the whole policy, for example important legal statements, cancellation details and general instances that aren't covered.

### Claims

The Claims section tells you how to make sure your claim is dealt with as quickly as possible. It also explains how we manage claims, assess the loss or damage and decide who will repair or replace your property.

### Premiums

The Premium payments section provides information about payment options and what happens when premiums are overdue.

### Cover details

There are separate sections for each **cover type** available under the policy, providing the details that are particular to each one. Only the **cover types** shown in your **schedule** are relevant to you.

### Dictionary

There is also a dictionary to explain the special meanings that certain words have throughout the policy. All words that are bolded are included in the dictionary. Words with special meanings relating to only one **cover type** are explained in that section.

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# 1. GENERAL TERMS AND CONDITIONS

## The insurer

ANZ Asset Protector is underwritten by Vero Insurance New Zealand Limited, 48 Shortland Street, Auckland. This is who is meant whenever we use the words 'Vero', 'we', 'us' or 'our' in this policy.

## Who is covered?

Anyone who is named on the **schedule** as an insured person and their married, de facto or civil union partner is insured and is included wherever the words 'you' and 'your' are used in this policy. Under Contents cover, any member of your or your partner's immediate family is also covered if they live with you and aren't insured under any other policy. You cannot pass on your interest in the policy to anyone else without our written agreement.

## Money back guarantee

If you are not happy with your policy for any reason you can cancel it within 30 days of the start date and if you haven't made a claim, we will give you a full refund of any premiums paid. To cancel the policy, please write to us at ANZ Insurance Customer Services, Private Bag 92120, Auckland 1142 or email to [anzinsurance@vero.co.nz](mailto:anzinsurance@vero.co.nz).

## Your privacy

The personal information collected from you will be used by Vero to evaluate your insurance requirements, to determine whether to issue insurance cover and if so on what terms, and to administer your policy and any claims.

Your personal information may also be held by ANZ in order to monitor your insurance requirements, conduct market research, data processing and statistical analysis. By taking this policy out, you authorise ANZ to use the information you supply to provide you with information about other facilities, products and services.

You also authorise ANZ to disclose information about you to its related companies (as defined by the Companies Act 1993), agents or contractors for the above purposes.

In accordance with the Privacy Act 1993, individuals have a right to request access to and correction of their personal information (a fee may be payable) by contacting Vero, 48 Shortland Street, Auckland or enquiring at any ANZ branch. Your personal information is held by Vero and ANZ.

## Breach of terms

Your insurance cover is subject to the terms and conditions explained in this policy document. If we find that you have breached any of these terms or conditions, we can at our option reduce or refuse to pay any claim you make. However nothing in this policy affects our right to **avoid** the policy.

If more than one person is insured under your policy, a breach of the policy terms by any insured person will prevent any other person from successfully claiming under the policy.

## Correctness of information and fraud

All information provided by you or on your behalf in respect of this policy or any claim must be complete and correct in all respects. Any incorrect information provided by you or on your behalf prior to your policy being issued, or any non-disclosure or mis-statement at renewal may entitle us to **avoid** your policy or decline any claim that you make.

If any claim under this policy is in any respect fraudulent or false or if a claim is supported by any incorrect information then your claim is not payable and this entire policy automatically terminates from the date that the fraudulent or false claim was made or the incorrect information was provided to us.

## Keeping us informed 0800 831 123

You must tell us as soon as you know about any change of circumstance that might affect your cover or the premium we charge. For example if:

- You make structural changes or additions to your home
- Your house is to be **unoccupied**
- You modify your vehicle or boat from the manufacturer's standard specifications
- The address where your vehicle is normally kept overnight changes
- You or anyone living with you at an insured house or driving an insured vehicle is convicted of a criminal offence
- You become bankrupt
- Any other changes occur that might mean an increased premium or change of terms or that may make us decide not to insure you.

If you are not sure whether something is important you should tell us anyway. If you don't keep us informed, we can reduce or refuse to pay any claim or **avoid** the policy.

## Renewing your policy

In most cases we will offer to renew your policy at the end of the current **period of insurance**. We will send you a notice before your policy ends, advising you of the premium for the next year and telling you if there are any changes to the cover we provide.

## Cancellation by us

We can cancel this policy at any time by writing to you at your last known address, facsimile number or email address on our records. Cancellation will be effective from 4pm on the 14th day after the letter has been sent and we will refund any unused part of the premium you have paid. In the event of any fraudulent, false or untrue claim being made under this policy, this entire policy automatically terminates and we need not cancel this policy in writing.

## Cancellation by you

If you want to cancel your policy at any time after the 30 day money back period, write to ANZ Insurance Customer Services, Private Bag 92120, Auckland 1142 or email to [anzinsurance@vero.co.nz](mailto:anzinsurance@vero.co.nz). We will cancel the policy as soon as we receive the notice or on the date you specify, whichever is later. Provided you haven't made a claim, we will refund the unused premium you have paid.

### Change of terms

In the event that we are no longer able to obtain or retain full reinsurance protection from **natural disaster** events covered by this policy, we may change the terms of this policy (including the excess) during the **period of insurance** by sending a letter, facsimile or email to this effect to you at your last known postal address, facsimile number or email address. The change or changes will take effect at 4pm on the 14th day after the communication has been sent.

### Complaints

If you have a concern or a complaint, in the first instance you should contact us on 0800 831 123 or write to New Zealand Manager, ANZ Venture, Vero Insurance New Zealand Limited, Private Bag 92120, Auckland 1142. We take all complaints very seriously and will listen and deal with your issue promptly and effectively. However, if you are still not satisfied after addressing your complaint to us, you can direct your concerns to the Insurance and Financial Services Ombudsman, phone 0800 888 202, or write to IFSO Scheme, PO Box 10-845, Wellington, 6143.

### Government EQC cover

Where the policy covers property at more than one named location, for the purposes of the Earthquake Commission Act 1993 each location is considered subject to a separate contract.

### GST

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

### Law and currency

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it. All values mentioned in this policy are in New Zealand dollars and all claim payments will be made in New Zealand dollars.

In this policy document, any reference to an Act of the New Zealand Parliament in force at the commencement of the **period of insurance**, or which comes into force during the **period of insurance**, includes any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.

### Multiple benefits

Where your policy provides several **cover types** or if you are covered under more than one policy with us, you will only receive payment under one **cover type** or policy for each loss or damage or liability.

### Other insurance

This policy does not cover loss or liability where cover is provided by other insurance.

### Reparation

If any person is ordered to pay **reparation** to anyone we insure under this policy for loss or damage to any property that we have paid or will pay a claim under this policy for, then you must tell us. Any payments received must first

reimburse our claims payment up to the amount of any **reparation** received.

### Reasonable precautions

You must take all reasonable precautions to avoid or minimise loss or damage. You must also maintain your property in a safe and sound condition.

If your reckless act or omission causes loss, damage or liability, you will not be covered under this policy.

### Other interests

If your property is mortgaged, is subject to Hire Purchase or secured by any other financial agreement, we may make the claim payment directly to the interested party.

### Punitive damages and legal fees

We won't pay for any punitive or exemplary damages awarded against you by any court under any part of this policy or for legal fees or related expenses that we have not agreed to in advance.

### The Insurance Claims Register (ICR)

The ICR is a database of insurance claims that helps prevent insurance fraud by sharing the details of claims between insurance companies. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

By taking this policy out with us, you authorise us to place details of any claims made against this policy on the ICR database for other insurers to inspect. You also authorise us to obtain from ICR Ltd personal information about you and claims that you have made that we think is relevant to this policy or any claims you make against it.

### Updating your details 0800 831 123

To make sure we are able to provide you with the best service possible, please let us know if your address, phone numbers or bank account details change. Call us anytime on 0800 831 123 or email to [anzinsurance@vero.co.nz](mailto:anzinsurance@vero.co.nz).

### Variations

Any special conditions, limitations or excesses that have been imposed on your policy will be noted on your **schedule**.

### What isn't covered – general exclusions

These are the events and situations that are not covered under any part of the policy. Other events and situations specific to the different **cover types** are explained in later sections of this document.

We won't pay for any loss, damage or liability that is caused by, involves or is in any way contributed to by any of the following:

- Confiscation, destruction, acquisition, designation, or decision by government or local authorities
- War, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- Nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel

- Any **act of terrorism** including biological, chemical, radioactive or nuclear pollution, nuclear contamination or nuclear explosion
- The loss of or damage to any electronic data
- Loss of use or consequential loss and/or loss of value
- Your failure to keep property in good repair or prevent its loss or damage
- Fraud or fraudulent means used by you or anyone acting on your behalf to obtain benefit from this policy
- Any criminal activity carried out at, or involving, any property insured under this policy unless you establish that you did not have reason to suspect that criminal activity was taking place
- The failure of your home to include materials or a design or a system or standard of workmanship which effectively prevents or manages the presence or penetration of moisture or water to which your home and contents might reasonably be subjected
- Asbestos or the need to remove asbestos.

We will not pay for any loss, damage or liability which is caused or incurred deliberately or intentionally by:

- You;
- Anyone acting on your behalf;
- Anyone who normally lives with you including a boarder;
- Any guests in your home; or
- Any **tenant** or guest of a **tenant**,

but we will pay for loss or damage from fire or explosion which is caused by malicious or deliberate damage by **tenants** or their guests. This exclusion does not apply to the extent of the cover provided in the Malicious damage or theft cover in the Landlord's extension optional benefit.

We will not pay for any amounts that can be recovered under the Accident Compensation Act 2001, but this doesn't reduce or limit your cover under the Comprehensive motor cover, Personal **injury** benefit or the Boat cover, Medical payments benefit if Comprehensive motor cover or Boat cover are shown on your **schedule**.



## 2. CLAIMS

**For claims service call 0800 ANZ CLAIM (0800 269 252)**

If something happens that means you need to make a claim, you should notify us as soon as possible – our helpline operates 24 hours a day, seven days a week. In many cases we can offer you immediate assistance such as arranging a tow truck or emergency repairs to your home.

If you are involved in a motor vehicle **accident**, the more information you can gather the better. For example, the registration number of the other vehicle, the name, address, telephone number and insurance company details of any other driver involved are all important. It is also helpful to collect the name and telephone number of any independent witnesses.

If there has been a crime, you should notify the police immediately.

Our claims team will explain what you need to do and how to ensure your claim is handled quickly and efficiently. In most cases we won't even need you to fill in a claim form.

Once we have all the information we need we will decide the best way to advance your claim, including inspecting any damage, choosing the repairer and arranging the repair.

### **Your responsibilities**

You must take all reasonable care to prevent any further damage or loss to your property. You must keep any damaged property and allow us access to inspect the damage or loss and to arrange quotes for repair.

With the exception of emergency repairs, you mustn't undertake or authorise any repairs without our written agreement.

It is important that you don't admit liability, enter into any settlement or incur any costs without our agreement. If you receive any letters, notices or court documents that relate to the claim, you must pass these on to us as soon as possible.

It is also important that you don't do anything that limits our ability to recover money from another person who is responsible for the loss or damage.

### **Proof of ownership**

When you make a claim you may be asked to provide proof that you own the property you are claiming for and evidence of its value. Having this information ready and available will help us to settle your claim more quickly.

Proof of ownership might include receipts, bank or credit card statements, valuations, photographs of valuables (even family photos showing the items or property in the background) and contracts of sale.

If you are unable to provide proof that you own the property or of its value, we may reduce the amount paid to you or refuse to pay your claim.

### **Assisting us**

You must provide any information and assistance we reasonably request in considering, negotiating, defending or settling any claim against your policy. This may include providing written statements, undergoing interviews about the circumstances of the claim, appearing in court to give evidence and exercising for our benefit your legal right of recovery against any other party.

If legal proceedings are brought against you that relate to a possible claim against this policy, we are entitled (but not obliged) to defend you and to control, settle and deal with those proceedings as we see fit. Where you face a claim for **damages** that is covered by this policy, we will pay all reasonable legal and related costs of defending you, provided we appoint the solicitors and we have agreed in writing to do so, but we won't pay any costs not agreed to in advance or any punitive or exemplary damages awarded against you.

If you fail in these obligations we may reduce the amount paid to you or refuse to pay your claim, or require you to pay back what we have paid for all claims.

### **The excess**

The excess is the amount you must contribute toward the cost of any claim. There can be more than one excess for some **cover types**, and an excess may be imposed for a specific person or item of property.

When you make a claim we will either ask you to pay the excess or we may deduct it from the payment we make.

Your **schedule** will show the different excesses that apply to each **cover type** under your policy. An excess will apply to each separate claim you make, but if a single incident means you need to claim under several **cover types**, only one standard excess (the largest) will generally apply. However all voluntary and imposed excesses will always have to be paid by you.

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

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

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

### Excess refund

If you have chosen this optional benefit then we won't pay any claim that falls under this preset amount, but we will pay the full amount of a claim that reaches or exceeds this level without deducting your standard or voluntary excess. However, this will not include the increased portion of the standard excess in the case of a **total loss** where the premium has been paid by instalment as referred to above.

Only standard and voluntary excess amounts will be waived in this way. All other excesses noted on your **schedule** will still be deducted from the claim payment. If damage is caused by several events, each separate event must give rise to a claim that exceeds the preset amount before we will pay you anything.

## MOTOR VEHICLE

### Glass damage 0800 269 252

If a cracked or chipped windscreen is dealt with immediately it can often be repaired, and may even be done while you wait.

Call our claims team on 0800 269 252 and they will put you in touch with our approved windscreen repairer. Our repairer offers a mobile or branch based assessment, repair and replacement operation around the country. Their work also carries a lifetime guarantee.

### Vehicle damage

Our claims team are experienced specialists. They'll manage your claim from start to finish and keep you informed every step of the way. In order to ensure a smooth process, we will organise the assessing, choose the repairer and arrange the repairs for you.

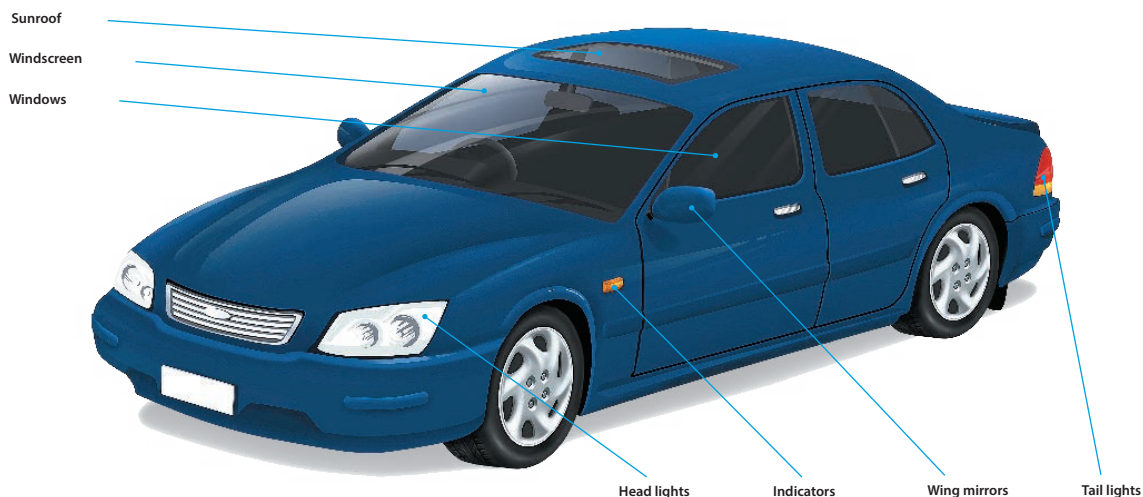
### Assessing and repairing the damage

We have **approved repairers** throughout New Zealand and we will organise for the repairer to complete the assessment and repair. A list of **approved repairers** is available online at [www.vero.co.nz](http://www.vero.co.nz).

Whenever we assess your vehicle we will always select an **approved repairer** who can deliver the best result, taking into account time, quality and cost. In this way we minimise any inconvenience to you and ensure the best possible result.

## BROKEN GLASS COVER

Examples of what is covered by the broken glass benefit



Examples of what isn't covered by the broken glass benefit



### Repair guarantee

Our **approved repairers** are professionals who provide high standards of workmanship and service. They provide fast, priority service and we guarantee their workmanship for as long as you continue to own the vehicle. And because you are not required to provide repair estimates, the process is faster.

### Total loss

If we decide your vehicle is too damaged to be safely or economically repaired, we may decide the vehicle is a **total loss**. We will pay the appropriate amount (see the motor cover section of your policy), less all applicable excesses, and this part of your policy will come to an end. There will be no refund of premium. We will keep the damaged vehicle, including all insured **accessories** and the value of whatever is left of your registration.

### Vehicle theft

If your vehicle has been stolen you must report it to the police immediately and call us as soon as possible. Most stolen vehicles are recovered, often undamaged.

If the vehicle is stolen and damaged the same assessment and repair process will be used that we have described above, and we will pay for an AA check to make sure the vehicle hasn't been mechanically damaged.

If your vehicle isn't recovered within 14 days, we will declare it to be a **total loss** and will pay out the appropriate amount (see the motor cover section of your policy), less all applicable excesses. There will be no refund of premium. In some instances we may agree to replace your vehicle (please read the motor cover section of your policy).

## HOME BUILDINGS

### Assessing the damage

As soon as possible after you tell us about the damage or loss to your building we will arrange for:

- A Loss Adjustor to meet with you to inspect the building and confirm the details of the loss or damage (if required)
- Temporary repairs to be made, securing the building and limiting further damage (if required)
- Temporary accommodation if your home is **uninhabitable** (please read the Home buildings section of your policy).

Once we have assessed the damage, we will determine what is necessary to repair or rebuild the damaged portion of your home to the same size and standard as it was before the damage occurred, up to the maximum **sum insured**.

### Repairs

If we choose to repair the building we will seek independent quotes from several qualified repairers or suppliers. If you wish you can recommend a repairer or supplier to provide a quote for consideration.

We will select who is to repair the building, oversee any repairs and keep you informed of progress.

If you choose to make changes to the design or structure of the building that differ from the original building, any changes will be your responsibility and cost.

If your building can't be repaired and we decide to pay out the cost of rebuilding, the Home buildings part of your policy will come to an end. We will deduct all applicable excesses from any payment made to you. There will be no refund of premium.

## REPAIRS TO YOUR KITCHEN

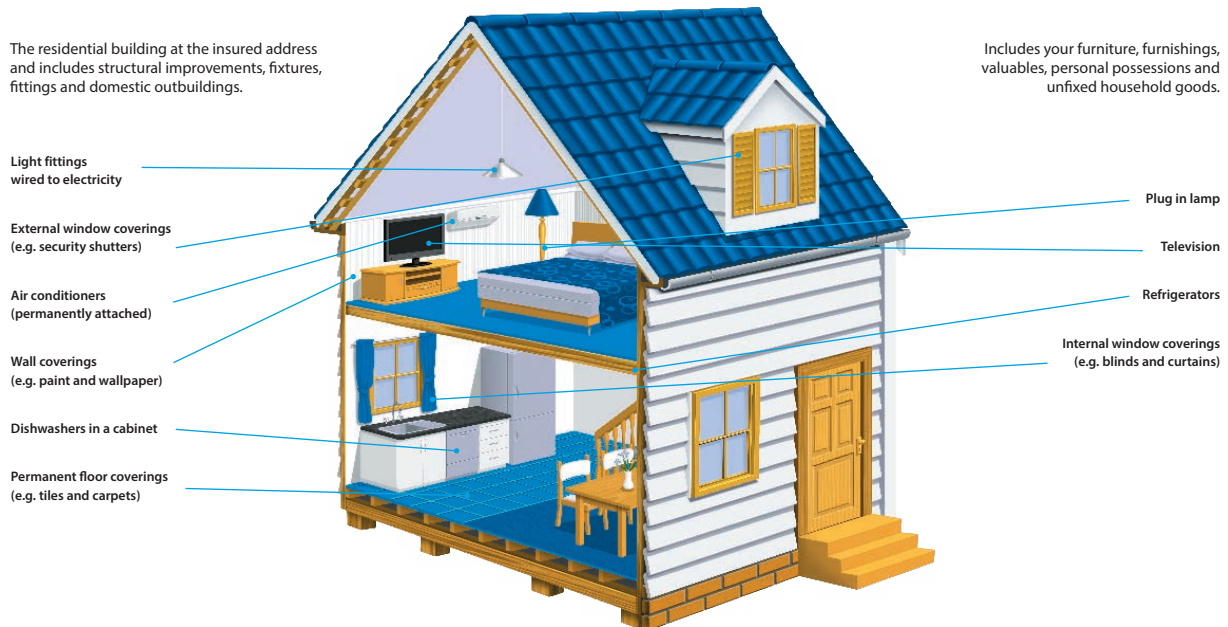
We will repair the damaged areas of your kitchen and any undamaged areas that are considered part of the same section because they are continuously joined, are on the same level and made of the same materials. We will always endeavour to match or negotiate a solution that will deliver the best result for you.

In this example we would replace the overhead cupboards (2), both glass splash backs (5 & 6) and the long bench up to the stove (8). We would not repair overhead cupboards (1), the glass splash backs (3 & 4), or the separate bench tops (7 & 9) as these are considered separate sections.



## YOUR HOME

## YOUR CONTENTS



## HOME CONTENTS

### Assessing the damage

We will endeavour to settle your claim as quickly as possible, often as soon as you call us. In some cases we will arrange for immediate replacement of the items.

Where required we will arrange for a Loss Adjuster to meet with you and confirm the full details of the loss or damage.

### Repair or replace

To repair or replace your contents we will seek independent quotes from our **approved repairers** or suppliers. If you want you can recommend a repairer or supplier to provide a quote for consideration.

We will select who is to repair or replace your contents and arrange for this to be done, keeping you informed of progress.

If your claim is for the **total loss** of your contents or if we pay out the total **sum insured**, the Home contents section of your policy will come to an end. We will deduct all applicable excesses from any payment made to you. There will be no refund of premium.

### 3. PREMIUM PAYMENTS

#### Payment options

Your insurance policy is an annual contract but the premiums can be paid in various ways:

- Annually by cash, cheque, Visa, MasterCard, American Express or Diners Card or by direct debit from your bank account or by internet banking payment
- Half yearly, quarterly (three monthly) or monthly by Visa, MasterCard, American Express or Diners Card or by direct debit from your bank account
- Fortnightly by direct debit from your bank account.

Cheques should be made payable to Vero Insurance New Zealand Limited, your policy number written on the back of the cheque and posted to Vero Insurance New Zealand Limited, Private Bag 92120, Auckland 1142.

If you pay monthly or fortnightly by direct debit you can choose the day of the month or week the premiums are to be paid.

If you wish to change how you pay, the payment frequency or the date of your payments, call us on 0800 831 123.

Your premium will be slightly higher if you choose to pay by instalment instead of making one annual payment.

If you make a change to your policy details this may affect the premium you need to pay or have paid for the remainder of your **period of insurance**.

If you do not pay the full amount, we may reduce the **period of insurance** so it is in line with the amount you paid.

#### Overdue premiums

It is very important that your premiums are kept up to date. If any premiums remain unpaid for 28 days, your policy will automatically terminate and all cover will cease from the date the unpaid premium was first due.

If any premiums are unpaid when you make a claim but your policy has not automatically terminated, we may withhold making a claim payment until all unpaid premiums have been paid, or we may deduct all unpaid premiums from the claim payment.

#### Paperless direct debit

If you have chosen to pay your premiums by direct debit from your bank account, you may have arranged this in-branch or over the telephone without being asked to fill in a direct debit authority.

Under this paperless process we are able to accept your verbal agreement as authority to debit your nominated bank account without requiring your signature. The obligations of each party are the same as if you had completed a form, including the requirement to notify you if the amount to be debited from your account changes. A copy of the conditions of authority to accept direct debits will be provided to you when we confirm your instalment payment arrangements.

## 4. COVER DETAILS

### HOME BUILDINGS

#### YOUR COVER

Under this section of the policy you are covered for **accidental** loss or damage during the **period of insurance** to your home buildings.

The following benefits are included in your cover and are explained under 'What we pay':

- **Accidental** loss or damage
- Continuation of cover
- **Natural disaster**
- **Sum insured** adjustment on renewal
- No claims bonus
- Sale and purchase.

The following benefits are included in your cover, are within your **sum insured** and are explained under 'What we pay':

- Gradual damage
- Retaining walls
- Damage caused by authorities
- Demolition and removal of debris
- Professional fees
- Rebuilding elsewhere
- Statutory requirements
- Stolen or lost keys
- Tree removal
- Water or sewage pipe blockage
- Power generation equipment
- New building work
- Resetting or reprogramming security system.

The following benefits are included in your cover, are additional to your **sum insured** and are explained under 'What we pay':

- Temporary accommodation
- SumExtra
- Landscaping
- ANZ home lending payment
- Demand surge inflation protection
- Property owner's liability.

The following optional benefits are also explained but only apply if shown on your **schedule**:

- Excess refund
- Landlord's extension
- No excess on window glass.

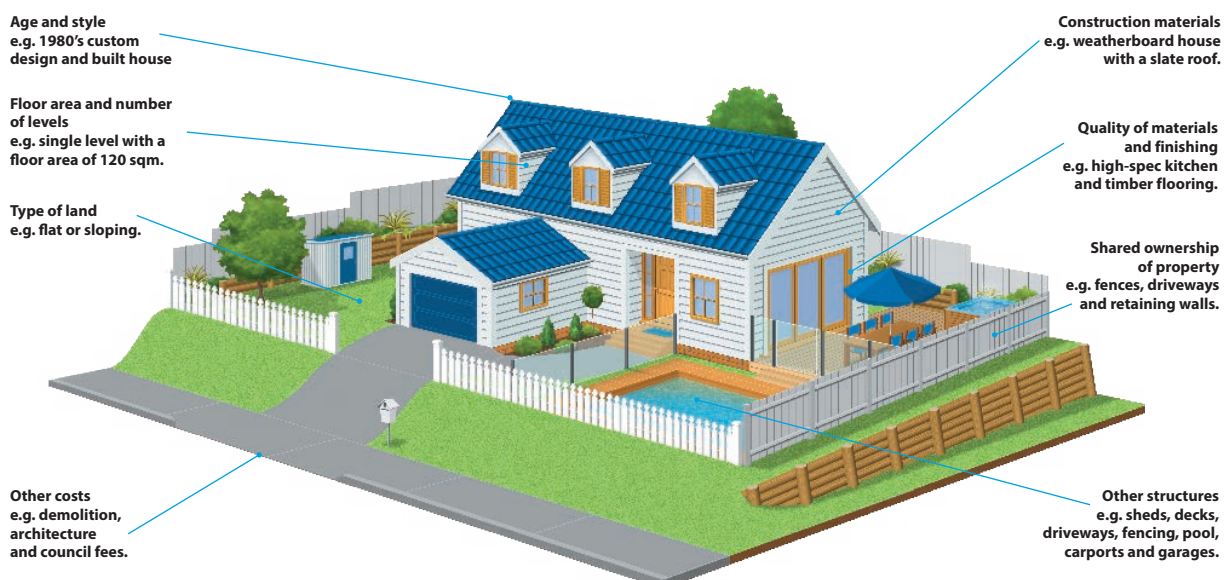
#### What does 'home building' or 'home' include?

When we use the word 'home building' or 'home', we mean each house, residential flat or holiday home within the boundaries of the location identified on your **schedule**.

Home or home building includes:

- Permanent domestic outbuildings, greenhouses and garages, decks and terraces
- Fixtures and fittings that are permanently attached to the buildings or the site such as aerials; fixed wall and floor coverings; fixed light fittings and appliances permanently fitted to a gas, plumbing or electrical supply; letterboxes, exterior blinds and awnings, fixed clotheslines and built-in barbeques; septic tanks, heating oil tanks, service and water tanks, including their fixed pumps; permanent spa or in-ground swimming pools including their fixtures, pipes and fixed pumps and solar panels
- Walls, fences and gates; any driveways, paths, patios, footpaths and tennis courts

#### WHAT TO CONSIDER WHEN ESTABLISHING A SUM INSURED?



- Any above or below ground services that you own or are liable for such as gas pipes, freshwater pipes, underground sewerage and drainage pipes, electricity and telephone cables
- Any private road, lane, right of way, access way or bridge owned by you and that provides access to a driveway owned by you
- Any part of the building used as a **home office** or **healthcare practice**.

'Home building' or 'home' doesn't include any of the following:

- Land
- Any commercial or farming premises
- Hedges, trees, shrubs, lawns and plants, except where cover is provided under the Landscaping benefit
- Retaining walls whose sole purpose is to retain land except for the cover provided under the Retaining walls benefit
- Landlord's furnishings, unless the Landlord's extension is shown on your **schedule**
- Curtains, drapes or blinds
- Wharves, piers, jetties or the like; culverts, dams and slipways; bridges or anything on them
- Cable cars, lifts or elevators external to the dwelling
- Adjacent property owner's share of walls, fences, gates, retaining walls, pipes, cables, driveways, private roads, rights of way, access ways or bridges, where those things are owned by the other property owner
- Power generation equipment (excluding solar panels), except for the cover provided by the Power generation equipment benefit.

## WHAT WE PAY

### Accidental loss or damage

We will decide if your home can be repaired or if it needs to be rebuilt, and we will pay the cost of repairing or rebuilding to an as new condition using equivalent materials and techniques that are currently available. If we decide that your home is uneconomic to repair or rebuild we may instead choose to offer you a cash settlement based on the estimated cost of repairing or rebuilding the damaged portion of your home, less any costs for Demolition and removal of debris that have been incurred.

Where shown on your **schedule** that your cover is for indemnity value, or when you elect not to have your home repaired or rebuilt, we can instead choose to pay the indemnity value. This is the cost to restore the home to a condition no better than when it was new, less an amount for depreciation, wear and tear.

### Some limits on what we pay:

The maximum amount we will pay under this section of the policy is:

- The **sum insured** shown on the **schedule** for Home building; plus
- Any GST you have paid or that is payable on this sum; plus
- Any amounts we may be liable to pay for under the following benefits:
  - ANZ home lending payment
  - Temporary accommodation
  - SumExtra
  - Landscaping
  - Demand surge inflation protection
  - Property owner's liability; plus
- Landlord's extension (if shown on your **schedule**).

## REPAIRS TO YOUR KITCHEN

We will 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. We will always endeavour to match or negotiate a solution that will deliver the best result for you.

In this example we would replace the overhead cupboards (2), both glass splash backs (5 & 6) and the long bench up to the stove (8). We would not repair overhead cupboards (1), the glass splash backs (3 & 4), or the separate bench tops (7 & 9) as these are considered separate sections.





All other benefits and optional benefits shown on the **schedule** are paid within the **sum insured** stated on the **schedule** for Home building.

The amount of cover available following **accidental** loss or damage to your home may temporarily reduce from the **sum insured** stated in the **schedule**. The Continuation of cover benefit below describes when this reduction can occur and how it can be restored.

Damaged fixed wall and floor coverings will only be replaced in the room where the damage occurred.

We pay indemnity value only on fixed floor coverings over five years of age if your home is **tenanted**.

The maximum amount we will pay for loss or damage to any private road, lane, right-of-way, access way or bridge covered by this policy is \$50,000.

#### Continuation of cover

Where the home sustains loss or damage which is covered by this policy, the amount of cover available for future claims will be reduced from the **sum insured** stated in the **schedule** by the amount of that loss or damage.

The amount of cover shall be restored as and to the extent that loss or damage is repaired or rebuilt.

But, before any amount of your cover is restored following loss or damage:

- You must pay any additional premium that we may charge; and
- We must be satisfied that the **sum insured** stated on the **schedule** is a reasonable estimate of the repair or rebuild costs of the entire home.

This benefit will not operate where you choose not to have your house rebuilt following a **total loss**.

#### Natural disaster

If loss or damage to your home is caused by **natural disaster**, we will pay:

- The difference between the cost of repairing or rebuilding your home or the indemnity value if that is paid and the amount payable under the Earthquake Commission Act 1993, provided the Earthquake Commission has accepted liability for your claim and has already paid the maximum amount for which it is liable under the Act for the loss or damage less any excess which we ordinarily apply to a claim for loss or damage to your home. We will not be liable for any excess imposed by the Earthquake Commission Act;
- For loss or damage to any permanently installed swimming or spa pools, drains, pipes, cables, paths, patios, driveways, garden walls (other than retaining walls where cover is subject to the Retaining walls benefit) and tennis courts, less the **natural disaster** excess shown on your **schedule**.

The combined amount recovered from the Earthquake Commission and paid by us is limited to the amount that we would have paid under your policy if the loss or damage was caused by something other than a **natural disaster**.

The basis for settling claims and all other policy terms and conditions apply to the **natural disaster** benefit.

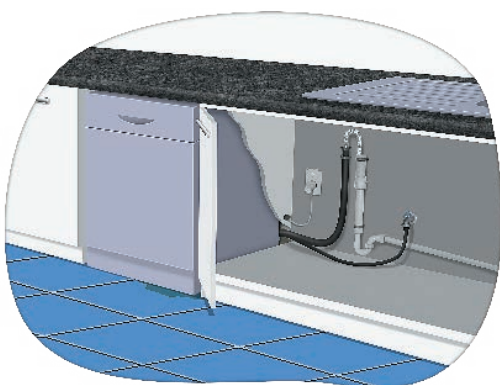
#### Gradual damage

We will pay up to \$3,000 for the repair of gradual physical damage to your home resulting from water leaking or overflowing from any internal water system. The damage must have first started after you bought the home.

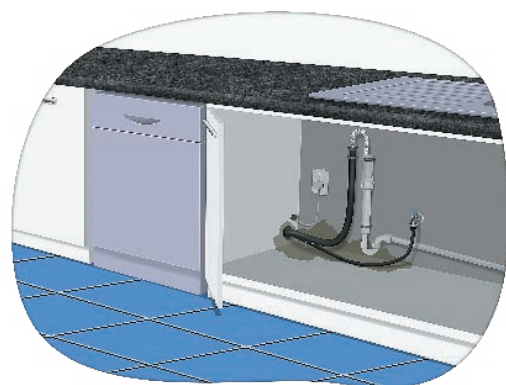
The reasonable cost of searching for the source of the problem is included in this benefit, as long as we have accepted a claim for the gradual damage, but we will not pay to repair the actual pipe or vessel that is leaking.

An internal water system means any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of your home, and any pipe which is hidden from view that is connected to an appliance such as a washing machine or dishwasher.

## GRADUAL DAMAGE



We will cover gradual damage caused by water leaking or overflowing from any internal water system. The reasonable cost of searching for the source of the problem is included in this cover, as long as we have accepted a claim for the gradual damage. We do not pay for the damaged/leaking pipe or vessel to be fixed. An internal water system means any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of your home, and any pipe which is concealed in a built in inaccessible bench.



We will not cover gradual damage caused by water leaking from a hose or pipe that is temporarily connected or is exposed.



### Temporary accommodation

If your home is **uninhabitable** because of loss or damage covered by this section of your policy (including claims where the total physical damage claim is recoverable from the Earthquake Commission), we will cover the reasonable cost incurred by you of your temporary accommodation, including boarding domestic pets and removing and storing your contents, for up to twelve months. The most we will pay is an amount equal to 5% of your **sum insured** or \$30,000, whichever is greater. We may pay over the twelve month limit, at our sole discretion, in the event of a widespread **natural disaster**.

### SumExtra

The SumExtra benefit is available when your **schedule** shows you are insured for cover for your home and the cover is not limited to indemnity value.

If we elect to settle your claim for loss or damage to your home on the basis that we pay the cost of repairing or rebuilding and that cost exceeds the **sum insured**, we will pay:

- Up to a further 10% of the **sum insured** towards the cost of repairing or rebuilding where the loss or damage is caused by **natural disaster** or
- The cost of repairing or rebuilding where the loss or damage arises from any insured cause other than **natural disaster**

provided the **sum insured** at the time of loss is equal to or greater than a written estimate of costs to rebuild your home that you obtained:

- From the online rebuilding cost calculator accessed through [anz.co.nz/InsuranceHub](http://anz.co.nz/InsuranceHub), or from such other online rebuilding cost calculator as we accept
- By a registered valuer, registered quantity surveyor, building practitioner holding an appropriate trade licence, or such other building specialist, as we accept or
- By such other method or source as we accept

and provided also:

- That the written estimate of costs provides a complete and correct description of the home and is less than 3 years old at the time the **sum insured** was most recently agreed and
- Where you subsequently increased the size, or improved the quality, of your home, that you increased the **sum insured** proportionately to the increase in rebuild cost of your home, otherwise we will pay only up to a further 10% of the **sum insured** whether the loss or damage is caused by **natural disaster** or arises from any insured cause other than **natural disaster**.

When you make a claim you may be asked to provide proof of the estimate of costs to rebuild your home that you obtained prior to setting your **sum insured**. Having this information ready and available will help us settle your claim more quickly.

The cover provided by this benefit does not increase the **sum insured**. Any cover that is based on a percentage of the **sum insured** does not increase. This benefit will not apply where you claim for the Demand surge inflation protection benefit.

### Landscaping

We will pay up to \$2,500 to restore lawns and gardens (including hedges, trees, shrubs and plants) as long as your home was also damaged in the same event and we have agreed to pay for that damage or to pay you the indemnity value.

### Tree removal

We will pay for the reasonable costs incurred in removing a tree or part of a tree that has fallen onto the home and caused **accidental** loss or damage to the home. Payment will only be made under this benefit where we have agreed to pay a claim covered by this section of the policy. We will also pay up to \$2,000 for costs incurred in removing any parts of the tree that have not fallen.

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

### Water or sewage pipe blockage

We will pay up to \$1,500 during the **period of insurance** for the reasonable costs of clearing an **accidental** blockage in an underground water or sewage pipe. The blocked pipe must be within the part of the land on which your home is situated, which is used for domestic purposes, and must not be more than 60 metres from the home. The blockage must not have been caused by the roots of any tree or plant.

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

### Retaining walls

We will pay up to \$80,000 for **accidental** loss or damage to retaining walls arising out of a single **accidental** event (gradual damage is not covered), including your share in retaining walls that are jointly owned by you and other property owners. This includes the cost of gaining access to the wall, stabilising the soil and providing footings and drainage materials.

We may pay over the limit if you are able to provide us with a valuation for your property, issued by an appropriately qualified valuation or construction expert/professional, such as a quantity surveyor, qualified valuer or builder, before the loss, that separately identifies the total replacement value for all retaining walls and your **sum insured** reflects the combined value of all property improvements. In these circumstances we will pay up to the value of the retaining walls identified in the valuation.

Only completed retaining walls are covered, and only those whose sole purpose is to retain land. Retaining walls that are of or above a height for which local authority permits, consents or certificates are required are only covered if the appropriate local authority has issued all necessary permits, consents or certificates.

### Power generation equipment

We will pay up to \$10,000 during the **period of insurance** for **accidental** loss or damage to power generation equipment resulting from:

- **Natural disaster**
- Fire, explosion or lightning

- Impact from aircraft or other aerial or spatial device, or articles dropped from them
- Impact by any vehicle or animal.

Power generation equipment means any wind or fuel powered electricity generation equipment, including support structure, generator, power storage, and associated wiring, switching and distribution equipment.

#### **Damage caused by authorities**

We will pay for damage to your home caused by government or local authorities if the damage was necessary to prevent other loss or damage that is covered by your policy.

#### **Demolition and removal of debris**

We will pay the reasonable cost of demolishing the damaged part of your home, clearing the building site and removing any debris if required. We must agree to any costs in advance.

#### **Sum insured adjustment on renewal**

We will consider a range of factors that can influence the cost of rebuilding, repair or other costs. As a result we may choose to make an adjustment to your home **sum insured**. Where we take this action your new **sum insured** will be shown on the renewal **schedule**, and your premium will be adjusted accordingly. However, you must ensure at all times your **sum insured** is sufficient to cover loss or damage to your home. We do not guarantee that any change to your **sum insured** will be sufficient to compensate you fully for any loss or damage you may sustain.

#### **New building work**

We will cover up to \$25,000 during the **period of insurance** for **accidental** loss or damage to new building work.

New building work includes:

- Any new separate structure being built at the location shown on the **schedule** that you own (or are responsible for while it is being built), provided that it falls within the definition of home and will be covered by this policy when complete
- Any work being undertaken to upgrade existing fittings or features in the home
- Any materials at the location shown on the **schedule** that are to be included in the new structure
- Any decks or patios except where there are any alterations to an external wall or existing structure.

Cover will only apply to **accidental** loss or damage caused by any of the following:

- **Natural disaster**
- Fire, explosion or lightning
- Storm or **flood** (excluding any exposure to normal weather conditions)
- Riot, civil commotion, strikes, or labour disturbance
- Impact from aircraft or other aerial or spatial device, or articles dropped from them
- Impact by any vehicle or animal.

This benefit will not cover structures or work in any of the following circumstances:

- Where the expected value of the completed work, or the price of the contract including materials, is more than \$25,000 including GST
- That involves excavation more than 1 metre deep
- That involves an extension, such as an additional room, being added to an existing home
- That you are building for commercial purposes
- That has not been granted a Building Consent or similar, if one is required
- That is subject to a separate contract works insurance policy.

#### **No claims bonus**

If you haven't had a home buildings claim with any insurer in the past year, we will give you a no claim bonus discount on your premium. If you make a claim the discount will be removed at the next renewal, but the no claim bonus will be reinstated again at the following renewal if no further claims are made.

#### **ANZ home lending payment**

If we pay a claim for **total loss** under this section of the policy, and you have ANZ home lending secured over the home, we will pay an additional \$2,000 for you to use at your discretion.

#### **Professional fees**

We will pay reasonable fees for the services of architects, surveyors, consultants, lawyers, valuers and council fees necessary to rebuild or repair your home if required. We must agree to any costs in advance.

#### **Rebuilding elsewhere**

If we have agreed to pay for loss or damage to your home and you want to rebuild it in a different place, you can do so if you have our written agreement.

You will have to pay any extra costs associated with rebuilding elsewhere and the rebuilding must be completed within twelve months of the date the loss or damage happened unless we have agreed to a delay.

#### **Resetting or reprogramming security system**

We will cover you for up to \$250 during the **period of insurance** for the reasonable costs of resetting or reprogramming a security system installed at the home. We will only make payment under this benefit where we are satisfied that the security system was activated during a break-in or attempted break-in occurring in the **period of insurance**. This benefit does not cover any maintenance costs.

#### **Sale and purchase**

If you have signed a contract to sell your home, the purchaser is covered under this policy until they take possession of your home or until settlement, whichever is earlier, provided they are not covered under another policy. The terms, conditions and exclusions of this policy apply to both you and the purchaser as if you were jointly insured.

### Stolen or lost keys

If a key or key pad entry code to your home is stolen, lost or duplicated without your agreement we will pay up to \$2,000 each time to alter or replace locks and their keys or change the combination number of the electronic key pad.

### Statutory requirements

Where we pay to rebuild or repair the home, we will pay the costs required to rebuild or repair the damaged portion of the home needed solely to comply with government or local authority statutes, by-laws, or regulations, provided that:

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

### Demand surge inflation protection

We may, at our discretion, increase the **sum insured** that is shown on the **schedule** for Home building, where a:

- Storm
- **Flood**
- Earthquake
- Natural landslide
- Volcanic eruption
- Hydrothermal activity
- Tsunami or
- Fire resulting from any of these

causes widespread physical loss or damage to the surrounding area within which your home is located, and:

- Your home has sustained **accidental** loss or damage that is covered by this policy; and
- Your claim has been accepted on the basis of a rebuild or repair that takes place at the location shown on the **schedule**; and

- In our opinion, there has been a significant increase in the cost of building materials, transport and/or labour, which is the direct and sole result of a statistically proven surge in demand due to the widespread physical loss or damage; and
- The actual cost to repair or rebuild is greater than the **sum insured** shown on the **schedule** for Home building because of the increase in the cost of building materials, transport and/or labour.

The maximum amount that we will pay under this benefit is 10% of the **sum insured** that is shown on the **schedule** for Home building.

For the purposes of this benefit, **schedule** means the policy **schedule** current at the time that loss or damage occurred.

### Property owner's liability

If you have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

#### Liability for damages

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

#### Liability for reparation

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

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

### Forest and Rural Fires Act 1977

We will cover your legal liability under the Forest and Rural Fires Act 1977 arising out of your ownership of the home from an event that occurs in New Zealand during the **period of insurance** to pay:

- Costs under section 43 of the Act incurred and apportioned by any Fire Authority
- Costs and levies under section 46 and 46A of the Act
- Costs claimed by any other party in order to protect their property from fire.

We will not cover you if you intentionally light a fire and it didn't comply with the Act or any other statutes or local body requirements concerning the lighting of fires.

### We won't pay

We won't pay under any of these legal liability benefits for:

- Loss or damage to property owned by you or in your custody and control
- Legal liability relating to any business or employment (other than part-time babysitting)
- Legal liability relating to the ownership, possession or use of any mechanically propelled vehicle (except ride-on mowers and other domestic garden appliances, remote controlled models, children's battery powered or mechanically propelled motor toys up to 50CC, wheelchairs and mobility scooters), trailer, aircraft, boat or watercraft.

Liability assumed by agreement is also not covered (unless you would have been liable anyway) except liability normally agreed to by a landlord under a standard form tenancy or lease agreement.

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

#### Limits on what we will pay under Property owner's liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$2,000,000
- For **bodily injury**, up to \$1,000,000
- For liability under the Forest and Rural Fires Act 1977, up to \$1,000,000.

In addition, where your legal liability is to pay **damages**, or costs and levies under the Forest and Rural Fires Act 1977, we will pay your legal defence costs and expenses incurred with our prior written consent. However we will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay **reparation**.

#### Multiple benefits

Our liability to you under all legal liability benefits (Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

#### Methamphetamine contamination

This benefit only applies if:

- Your home is **tenanted**; and
- You comply with Landlord obligations in this Home buildings section.

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

Cover under this benefit will only apply where, at the time of the claim being made, the level of chemical contamination exceeds the guidelines for acceptable

indoor surface residues issued by the Ministry of Health in its Guidelines for the Remediation of Clandestine Methamphetamine Laboratory Sites. We will only pay for decontamination to the extent required to achieve the acceptable post-remediation re-occupancy levels for indoor surface residues outlined in the Guidelines.

We will pay, within the **sum insured**, the reasonable cost incurred by you in decontaminating the home. If a damaged portion of the home needs to be repaired or rebuilt in order to achieve the levels outlined in the Guidelines, we will pay the reasonable cost incurred in repairing or rebuilding the damaged portion to an as new condition using equivalent materials and techniques that are currently available.

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

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

We will only provide cover under this benefit for loss or damage caused by one event while the home was let to the same **tenants** or under the same **tenancy agreement**. For the purposes of the cover in this benefit, an event means a single incident or occurrence of methamphetamine contamination.

If it is shown on your **schedule** that your cover is for indemnity value, no cover will apply under this benefit.

## OPTIONAL BENEFITS

The following benefits apply only if they are shown on your **schedule**.

#### Excess refund

If you have chosen this optional benefit then we won't pay any claim that falls under this preset amount, but we will pay the full amount of a claim that reaches or exceeds this level without deducting your standard or voluntary excess. However, this will not include the increased portion of the standard excess in the case of a **total loss** where the premium has been paid by instalment.

Only standard and voluntary excess amounts will be waived in this way. All other excesses noted on your **schedule** will still be deducted from the claim payment. If damage is caused by several events, each separate event must give rise to a claim that exceeds the preset amount before we will pay you anything.

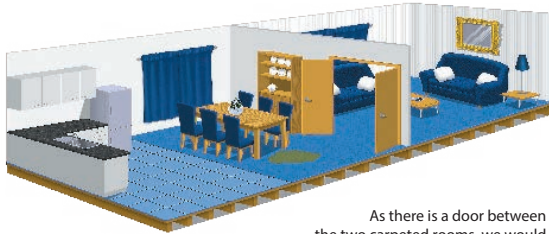
#### Landlord's extension

We will provide the cover set out below for each self-contained dwelling unit that you have told us about, provided that:

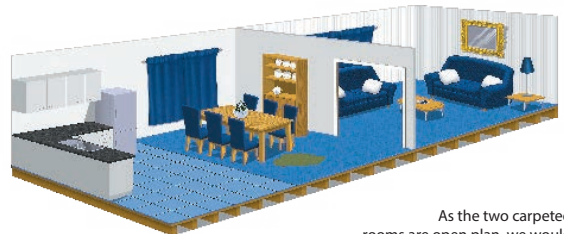
- Each is occupied by a **tenant**, and is located at the situation address shown on your **schedule**; and
- You comply with Landlord obligations in this Home buildings section.

## CARPETS

We will always endeavour to match or negotiate a solution that will deliver the best result for you.



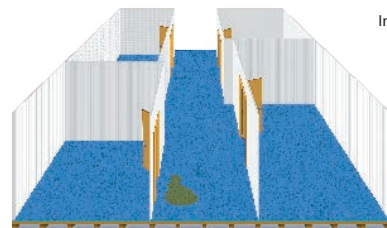
As there is a door between the two carpeted rooms, we would replace only the carpet in the dining room



As the two carpeted rooms are open plan, we would replace the carpet in both rooms



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



In this case, we would replace the hallway carpet only

Any payment made by us for any loss or damage including loss of **rent** covered under the Landlord's extension will be reduced by the amount payable to you of **rent** received by you in advance and/or any bond.

Cover under this optional benefit is subject to all of the policy terms, exclusions, conditions and limits.

### Damage to landlord's furnishings

We will cover **accidental** loss or damage to any of the following items owned by you in a **tenanted** property; dishwasher, stove, refrigerator, washing machine, dryer, microwave, drapes, curtains, blinds and fixed light fittings. These items are also covered under this benefit for loss or damage within the terms of the Malicious damage or theft benefit.

We will pay the indemnity value of the items up to \$20,000 per dwelling (or the **sum insured** shown on the **schedule** for landlord's furnishings if this is higher) for any single event. The indemnity value is either the **market value** of the items before the event, or the cost of restoring the items to a condition no better than when new, less an amount for depreciation, wear and tear.

For loss or damage to drapes, curtains or blinds, we will only pay for those items that are in the room or rooms where the loss or damage happened.

### Malicious damage or theft

We will cover you for:

- Malicious, intentional or deliberate damage to the home
- Theft of any part of the home

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

We will decide if the home can be repaired or if the damaged portion needs to be rebuilt. We will pay the cost of repairing or rebuilding to an as new condition using equivalent materials and techniques that are currently available.

If you do not elect within a reasonable time to have your home repaired or rebuilt, we can instead choose to pay the indemnity value, which is either the **market value** of the damaged property before the damage, or the cost to restore it to a condition no better than when it was new, less an amount for depreciation, wear and tear.

The most we will pay is \$30,000 for any single claim.

Damage to fixed wall and floor coverings will only be replaced in the room where the damage occurred.

We pay indemnity value only on fixed floor coverings that are over five years of age.

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

### Loss of rent due to property damage

We will cover you for lost **rent** if your **tenanted** home is **uninhabitable** because of loss or damage covered by this policy. At the time the loss or damage happened the home must have been rented out or you must have already signed a **tenancy agreement** to let it.

We will pay the equivalent of the average weekly rental you received in the twelve months prior to the loss or damage (during the weeks the property was rented) or where a **tenancy agreement** was signed prior to the loss or damage, we will pay the weekly rental in the **tenancy agreement**. No loss of **rent** will be paid after repairs have been completed or if we have paid the claim.



We will continue to pay the agreed weekly amount until your home is repaired or replaced, up to a maximum of \$40,000 per dwelling (or the **sum insured** for loss of **rent** shown on the **schedule** if this is higher), for any single event. If you don't want to reinstate your home, the most we will pay is an amount equal to two months lost **rent**.

#### Loss of rent due to allowable non-payment

We will cover you for lost **rent** if your **tenant** withholds payment for reasons allowed by the **tenancy agreement** related to prevention of access or failure of public utilities. We will pay the value of the **rent** agreed under the **tenancy agreement** for up to eight weeks from the date when payment was legally withheld.

#### Loss of rent due to abandonment

We will cover you for lost **rent** if your **tenant** vacates the premises without giving the required notice. We will pay the value of the **rent** agreed under the **tenancy agreement** for up to eight weeks from when your **tenant** vacated the premises.

#### Loss of rent due to eviction

We will cover you for lost **rent** if your **tenant** is evicted from the premises due to non-payment of **rent**. We will pay the value of the **rent** agreed under the **tenancy agreement** for up to twelve weeks from the date your **tenant** was evicted.

Loss of **rent** payments under these loss of **rent** benefits ('due to abandonment', 'due to allowable non-payment' and 'due to eviction') will end when the home is re-**tenanted** or the maximum period in the relevant circumstance above is reached.

#### Liability for tenant's property

The most we will pay under the Property owner's liability 'liability for **damages**' benefit for one event is increased to up to \$3,000,000 for liability for loss or damage to **tenant's** property.

#### No excess on window glass

We will cover **accidental** breakage of window glass in your home without you having to pay an excess if no other damage is being claimed for.

### SPECIAL EXCESS

Except where the loss or damage arises from fire, **flood** or **natural disaster**, the following special excesses apply:

- Where your home is let to **tenants**, an additional \$250 for each event; or
- Where your home is made available for casual use by anyone in return for any form of payment, an additional \$1,000 for each event.

### LANDLORD OBLIGATIONS

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

The breach of any of these conditions means we can refuse to pay any claim you may make.

#### Selection of tenants

You must exercise all due care in the selection of your **tenants**, including obtaining satisfactory written references before the start of the tenancy. You must keep records of the checks undertaken and references obtained and provide these to us if we ask for them.

#### Inspection of the property

At six monthly intervals (or sooner if there is a change of **tenant**) you or your managing agent must complete an internal and external inspection of the property. You must keep photos and written records of the inspections and provide these to us if we ask for them.

#### Rent in arrears and mitigation of loss

You must not refund the bond to the **tenant** if the **tenant** is potentially legally liable for the loss or damage including loss of **rent** claimed under the policy and you are lawfully entitled to withhold some or all of the bond.

If you have purchased the Landlord's extension optional benefit, in addition to complying with the above requirements you or your managing agent must monitor **rent** and notify **tenants** in writing if the **rent** is ten days overdue. If **rent** is not received within a further five days then a second letter requiring payment of the overdue **rent** must be personally delivered to the **tenants** and you or your managing agent must determine whether or not the **tenants** are still in residence.

You also have an obligation to mitigate any claim you make for your loss of **rent** under this policy by taking all reasonable steps to find suitable alternative **tenants** and must provide us with records of steps taken if we ask for them.

### THE EXCLUSIONS

#### We won't pay for...

Damage to swimming or spa pools caused by hydrostatic pressure.

Loss or damage caused by any of the following:

- Mechanical or electronic breakdown or failure unless actual burning out occurs. However where arcing occurs in any lighting or heating element, fuse, protective device or electronic contact, loss or damage is always excluded
- Any defect in design or inherent fault
- Wear and tear
- Insects or vermin (except by opossums)
- Scratching, chewing, tearing or soiling by domestic cats, dogs or birds, where the occupant of the home is anyone other than you
- Any defect in workmanship or any damage caused by any cleaning process, renovating, repairing or restoring any property, but only in respect of the property that has undergone that process, except where cover is provided by the New building work benefit.

However, we will cover any resulting loss or damage provided it is not also excluded.



Loss or damage caused by or as a result of any of the following:

- Corrosion or rust
- The action of micro-organisms, mould, mildew, rot, fungi or any other gradual cause that is not covered under the Gradual damage benefit
- Lifting or moving your home
- Any structural changes to your home such as additions or alterations or the removal of any external wall or roof cladding, unless we have been notified prior to the work being carried out and have agreed in writing to maintain your cover, except where cover is provided by the New building work benefit
- Vibration, weakening or removal of support
- Burglary, theft, or malicious, intentional or deliberate damage or vandalism committed by you;
- Burglary, theft, or malicious, intentional or deliberate damage or vandalism committed by anybody renting, living, or staying in the home, except that we will cover loss or damage from fire or explosion following malicious or deliberate damage by **tenants** or their guests.

This exclusion doesn't apply to the extent of the cover provided by the optional benefits if:

- The home is **tenanted**
- It is shown on your **schedule** that you have purchased the Landlord's extension optional benefit
- Earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these (except where cover is provided under the **Natural disaster** cover), subsidence, settling, ground heave, shrinkage or erosion
- Your deliberate or reckless failure to comply with any determination, policy, consent, compliance schedule, notice or regulation made pursuant to any Act, regulation or by-law.

Any costs directly or indirectly associated with the stabilising of land, making improvements to land, or erecting or upgrading any improvements to land, which are required to avert or mitigate loss to the home.

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

Loss or damage that happens while your home is **unoccupied**, unless we are aware that the home is a holiday or weekend home or we agreed in writing to maintain your cover whilst your home was **unoccupied** and provided that:

- The home and its lawns and gardens are kept in a tidy condition
- All external doors and windows are kept locked
- All papers and mail are stopped or collected each week

- The home is under regular supervision.

Loss or liability arising from the manufacture, supply, storage, possession or use of any illegal drugs or substances including methamphetamine or any pre-cursor chemicals or materials used in any of these activities in or near your home. This exclusion doesn't apply:

- Where you normally reside in the home as your place of residence, including where you share the home with a **tenant**, and the loss is caused by unknown persons breaking into or entering your home without your permission when your home is unattended but is not **unoccupied** unless we agreed in writing to maintain your cover whilst your home is **unoccupied**. In this case:
  - We will extend the Methamphetamine contamination benefit to cover the loss to the home and this exclusion doesn't apply to the extent of the cover provided for in that benefit;
  - The limit of liability otherwise applicable to the Methamphetamine contamination benefit will not apply in these circumstances and cover under the benefit will instead apply within the **sum insured**; and
  - The exclusion from the Methamphetamine contamination benefit for homes insured for indemnity value will only apply if the home is **tenanted** and will otherwise not apply if you normally reside in the home as your place of residence, including where you share the home with a **tenant**.
- To the extent of the cover provided for in the Methamphetamine contamination benefit where your home is **tenanted**
- To any loss to the home from fire or explosion, regardless of whether your home is occupied by you or **tenanted**.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## FREQUENTLY ASKED QUESTIONS

- Q** What should I do if there is a storm and my roof is badly damaged?
- A** Call us immediately on 0800 269 252, keep safe and if you can you should move any belongings that could be damaged to a safer spot. Our Loss Adjuster will contact you and come to your home to assist you with your claim
- Q** What if the storm damage happens in the middle of the night and water is pouring in?
- A** You can still call us straight away. We are available seven days a week, 24 hours a day. Our Loss Adjuster will contact you and give you advice and arrange to visit your home.
- Q** If the carpet in my hallway is **accidentally** damaged, will you recarpet the whole house?
- A** No. We will only repair or replace the carpet that is damaged in the room where the damage occurred.

- Q** What happens if my house is so badly damaged I can't stay in it?
- A** If your claim is accepted and your house can't be lived in until it is repaired, we will cover the reasonable cost of temporary accommodation for up to an amount equal to 5% of your **sum insured** or \$30,000 (whichever is greater) for a period up to twelve months.
- Q** If I am going on holiday and leaving my house **unoccupied** what should I do?
- A** If you are going away for 60 days or more you need to tell us your home will be **unoccupied** and let us know what security measures you are taking. We may apply some special conditions to the policy, and if we do this we will discuss them with you.
- Q** Is my Para pool or portable spa covered by my home buildings or contents insurance?
- A** Your pool is covered by your insurance only if it is built into the property, for example if it is built into a deck. Otherwise it is covered under your contents insurance.

## CONTENTS

### YOUR COVER

Under this section of the policy you are covered for **accidental** loss or damage during the **period of insurance** to your home contents anywhere in New Zealand (items that are ordinarily away from your home aren't covered and you should read the exclusions section to clarify this).

The following benefits are included in your cover and are explained under 'What we pay':

- **Accidental** loss or damage
- Continuation of cover
- **Natural disaster**
- **Sum insured** adjustment on renewal
- No claims bonus.

The following benefits are included in your cover, are within your **sum insured** and are explained under 'What we pay':

- Gradual damage
- Boarding school
- Tertiary accommodation
- Business tools
- Credit and debit cards
- Damage caused by authorities
- Fusion of electric motors
- **Home office** or **healthcare practice**
- Misuse of mobile/cellular phones
- Stolen or lost keys
- **Tenant's** improvements
- Moving house

- Storage of contents.

The following benefits are included in your cover, are additional to your **sum insured** and are explained under 'What we pay':

- Temporary accommodation
- ANZ credit card payment
- Fatal **injury**
- Occupier's and personal liability
- Removal of debris
- Gifts.

The following optional benefits are also explained but only apply if shown on your **schedule**:

- Business tools extension
- Excess refund
- Moving house extension
- Storage of contents extension.

### What does 'contents' include?

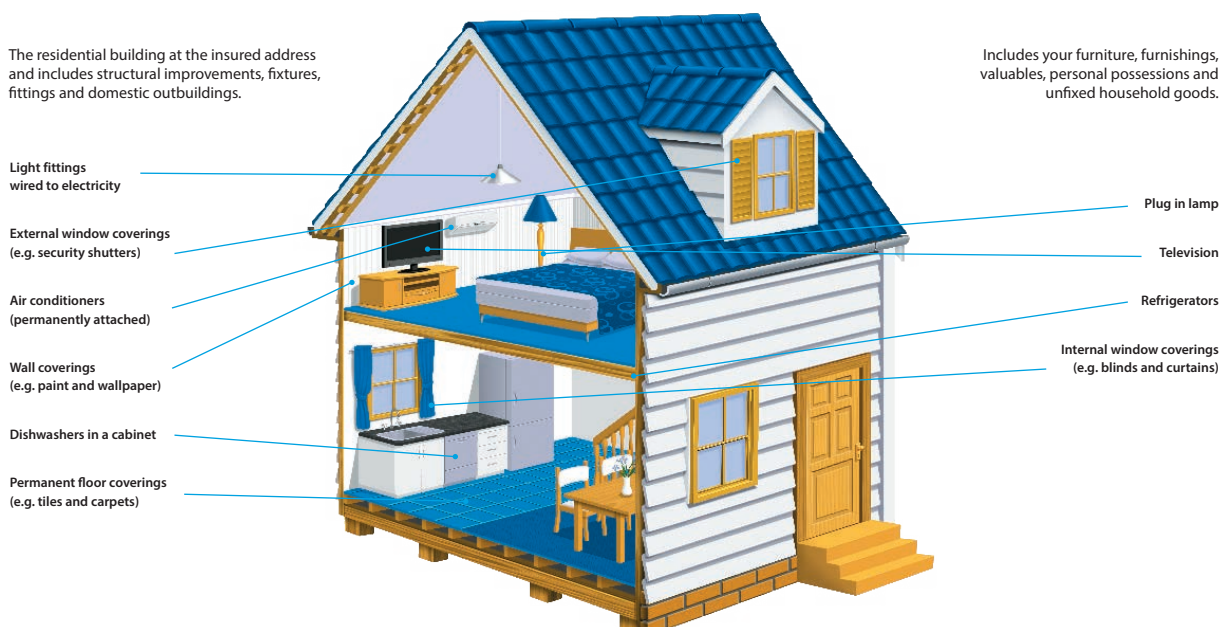
When we use the word 'contents' we mean anything that is normally in or around your home that you own or have hired, or any item that is in your custody and for which you are responsible, that is not insured elsewhere.

'Contents' doesn't include any of the following:

- Mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, remote controlled models, children's battery powered or mechanically propelled motor toys up to 50CC, wheelchairs and mobility scooters), trailers, caravans or aircraft
- Vehicle **accessories** in or on a vehicle
- Entertainment and communication systems that are in or on a vehicle, including any parts that attach to these systems

### YOUR HOME

### YOUR CONTENTS



- Navigation systems or radar detectors in or on a vehicle, including any parts that attach to them
- Livestock and pets
- Trees, shrubs and plants (other than pot plants)
- Fixtures and fittings (and their accessories) that are permanently attached to your home except as allowed under the 'Tenant's improvements' benefit
- Medical appliances or prosthesis permanently attached to you or within you
- Custom written software or data
- Items used in any way for professional or business purposes except as allowed under the 'Business tools' and 'Home office' benefits
- Items that are owned by anyone other than you.

## WHAT WE PAY

### Accidental loss or damage

#### Replacement value

We will pay the cost to replace, repair or reinstate your contents without deducting anything for wear and tear or depreciation, on all contents except the following:

- Clothing and footwear
- Books
- Cosmetics and toiletries
- Video tapes, audio tapes, records, compact discs (CDs), digital versatile discs (DVDs) and game discs
- Business tools
- Sports equipment (other than bicycles), including that used for fishing, hunting, water sports, snow sports and camping equipment that are more than 2 years old
- Mobile phones, portable computers (laptop, notebook, tablet), portable digital versatile disc (DVD) players, portable music players and game consoles (including

speakers and docking stations) and other similar portable electronic devices that are more than five years old.

#### Indemnity value

For the items listed above we will instead pay the indemnity value, which is either the **market value** at the time of the loss or damage, or the cost to restore the contents to a condition no better than when new, less an amount for depreciation, wear and tear.

#### Some special conditions:

If you don't want an item repaired or replaced, we will only pay the lower of the indemnity value or the cost of repairs. We won't pay the replacement cost.

If jewellery or watches aren't replaced or repaired, the most we will pay is 50% of the replacement value up to the limits for jewellery or watches listed below.

We will only replace damaged loose floor coverings, drapes, curtains or blinds in the room or rooms where the loss or damage happened.

If your home is rented to anyone other than you, we will only pay the indemnity value on all contents.

#### Some limits on what we pay:

The maximum amount we will pay under this policy is:

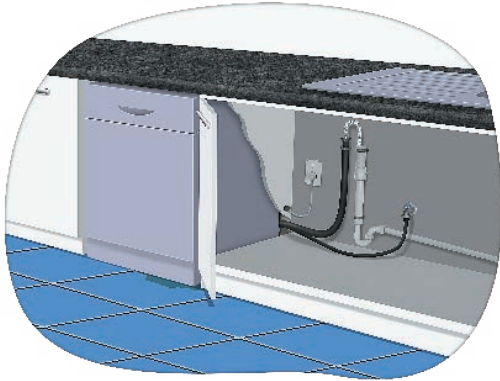
- The **sum insured** shown on the **schedule** for Contents; plus
- Any GST you have paid or that is payable on this sum; plus
- Any amounts we may be liable to pay for under the following benefits:
  - ANZ credit card payment
  - Temporary accommodation
  - Fatal **injury**
  - Occupier's and personal liability

## REPAIRS TO FURNITURE

We'll only repair or pay for items that are damaged. If lost or damaged items are part of a pair, set or co-ordinated group of articles, we will not repair the whole set, group or pair. We will however try to match the item as best we can.



## GRADUAL DAMAGE



We will cover gradual damage caused by water leaking or overflowing from any internal water system. The reasonable cost of searching for the source of the problem is included in this cover, as long as we have accepted a claim for the gradual damage. We do not pay for the damaged/leaking pipe or vessel to be fixed. An internal water system means any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of your home, and any pipe which is concealed in a built in inaccessible bench.

- Removal of debris
- Gifts.

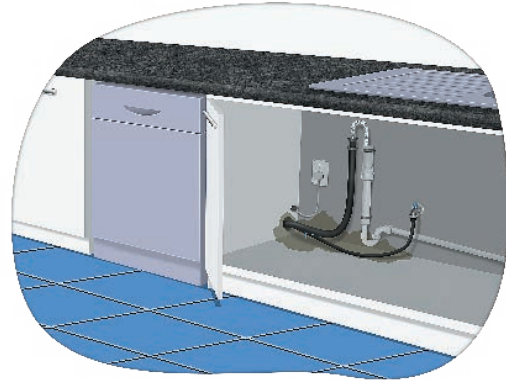
All other benefits and optional benefits shown on the **schedule** are paid within the **sum insured** stated on the **schedule** for Contents.

The amount of cover available following **accidental** loss or damage to your contents may temporarily reduce from the **sum insured** stated in the **schedule**. The Continuation of cover benefit below describes when this reduction can occur and how it can be restored.

We will only pay for items that are **accidentally** lost or damaged. If a lost or damaged item is part of a pair, set or co-ordinated group of articles, we will not pay for the whole set, group or pair. We will however try to match the item as best we can.

The following shows the most we will pay for any of the listed items unless the item is specified on your **schedule** for another amount. The limits below include accessories and ancillary equipment.

- \$3,000 For each item of jewellery or watch, with a maximum of 15% of the **sum insured** appearing on the **schedule** or \$15,000, whichever is greater, for any one event
- \$3,000 For each item of photographic or video camera equipment. The camera body and the standard lens is one item. Any extra lens not permanently attached to a camera body or designed to be interchangeable is treated as one item
- \$3,000 In total for any coin or stamp collection
- \$3,000 For any bicycle



We will not cover gradual damage caused by water leaking from a hose or pipe that is temporarily connected or is exposed.

- \$3,000 For any canoe, kayak, surfboard, surf ski, kite surfer, paddle board, windsurfer or similar watercraft
- \$2,000 In total for motor and marine parts and **accessories** (including child car seats) while detached from any vehicle or boat
- \$1,500 For any boat (except those listed above)
- \$1,000 In total for unset precious stones, bullion or gold or silver (other than goldware or silverware) or precious metals
- \$1,000 In total for all money, negotiable securities, bonus bonds, travellers' cheques or travel tickets, certificates or documents.

### Continuation of cover

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

The amount of cover shall be restored as and to the extent that contents are replaced, repaired or reinstated or you receive payment to indemnify you for their loss or damage.

But, before any amount of your cover is restored following loss or damage:

- You must pay any additional premium that we may charge; and
- We must be satisfied that the **sum insured** stated on the **schedule** is a reasonable estimate of the replacement or indemnity value (as appropriate) of all contents.

This benefit will not operate where your claim is for the **total loss** of your contents or where we pay the total **sum insured** for this section of the policy.



### Natural disaster

If loss or damage to your contents is caused by **natural disaster**, we will pay:

- The difference between the cost of repairing, replacing or reinstating your contents and the amount payable under the Earthquake Commission Act 1993, provided the Earthquake Commission has accepted liability for your claim and has already paid the maximum amount for which it is liable under the Act for the loss or damage, but we will not be liable for any excess imposed by that Act;
- For loss or damage to your contents that aren't covered by the Earthquake Commission Act 1993;
- Up to \$5,000 for alternative accommodation, providing the total physical damage claim is recoverable from the Earthquake Commission and no other claim has been made under this section of the policy. However, if a claim is accepted, the Temporary accommodation benefit set out below will instead apply.

The combined amount recovered from the Earthquake Commission and paid by us is limited to the amount that we would have paid under your policy if the loss or damage was caused by something other than a **natural disaster**.

The basis for settling claims and all other policy terms and conditions apply to the **natural disaster** benefit.

### Gradual damage

We will pay up to \$3,000 for gradual physical damage to your contents resulting from water leaking or overflowing from any internal water system. The damage must have first started after you moved into your home.

An internal water system means any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of your home, and any pipe which is hidden from view that is connected to an appliance such as a washing machine or dishwasher.

### Temporary accommodation

If your home is **uninhabitable** because of loss or damage covered by this section of your policy, we will cover the reasonable cost incurred by you of your temporary accommodation, including boarding domestic pets and removing and storing your contents. If you own your home, we will pay up to the lesser of twelve months or \$30,000. We may pay over the twelve month limit at our sole discretion, in the event of a widespread **natural disaster**.

If you are renting the home, we will cover your reasonable costs for temporary accommodation up to one month.

### Boarding school

We will cover contents belonging to your children if they are temporarily living away from home at a boarding school.

### Tertiary accommodation

We will cover contents belonging to your children if they are temporarily living away from home in accommodation provided by a tertiary institution. The most we will pay is \$5,000 per person, subject to the per item limits listed earlier.

We will only pay for theft of contents if there is actual forcible and violent entry to the building or room in which the contents are kept, or actual threatened physical violence to your children.

### Business tools

We will cover you for up to \$2,000 for the loss or damage to items or sets of items from which you obtain a financial return, excluding products or stock. The loss or damage must be the result of fire, lightning, explosion or theft from a secure building or locked vehicle provided there has been actual forcible and violent entry to the building or vehicle, or actual threatened physical violence to you.

### ANZ credit card payment

If we pay a **total loss** under this section of the policy, we will pay an additional \$500 to an existing credit card held by you with ANZ. The card must have been in existence at the time of the loss.

### Credit and debit cards

If your credit or debit cards are lost or stolen we will reimburse up to \$1,000 for your financial loss from their unauthorised use. You must have complied with the conditions under which the card was issued, notified the police and your card issuer within 24 hours of discovery and the loss can't be recoverable from any other source.

### Damage caused by authorities

We will pay for damage to your contents caused by government or local authorities if the damage was necessary to prevent other loss or damage that is covered by your policy.

### Fatal injury

We will pay \$5,000 to your legal representative or estate if you are injured at home during a fire or burglary and you die of the injuries within three months.

### Fusion of electric motors

We will repair or replace, at our option, any electric motor that burns out or fuses that is up to 10 years old, or the indemnity value if it is more than 10 years old. We will also pay for an exchange sealed compressor for motors in a sealed refrigeration or air conditioning compression unit that are less than 10 years old, and to re-gas the unit.

### Gifts

We will cover wedding, Christmas or other special occasion gifts that you have temporarily in your home.

### Home office or healthcare practice

We will pay up to \$10,000 for loss or damage to **home office** or healthcare equipment that you own and that is located at home:

- **Home office** equipment includes office furniture, computer and peripheral equipment, facsimile machine, photocopier, printer, scanner and stationery, but not products or samples
- Healthcare equipment includes **home office** equipment appropriate to the practice of a legally qualified health practitioner as defined by the Health Practitioners Competence Assurance Act 2003.



### **Sum insured adjustment on renewal**

We will consider a range of factors that can influence the cost of repairing or replacing items of contents. As a result we may choose to make an adjustment to your contents **sum insured**. Where we take this action your new **sum insured** will be shown on the renewal **schedule**, and your premium will be adjusted accordingly. However, you must ensure at all times your **sum insured** is sufficient to cover loss or damage to your contents. We do not guarantee that any change to your **sum insured** will be sufficient to compensate you fully for any loss or damage you may sustain.

### **Misuse of mobile/cellular phones**

If your mobile phone is lost or stolen, we will pay up to \$500 for any unauthorised use billed to you by your network service provider for the 24 hours immediately following its loss or theft. You must have notified your network service provider immediately you discovered the loss or theft to be eligible for this benefit.

### **No claims bonus**

If you haven't had a home contents claim with any insurer in the past year, we will give you a no claim bonus discount on your premium. If you make a claim the discount will be removed at the next renewal, but the no claim bonus will be reinstated again at the following renewal if no further claims are made.

### **Removal of debris**

We will pay the reasonable cost of removing contents debris from your home, provided we have agreed to the costs in advance.

### **Stolen or lost keys**

If a key or key pad entry code to your home is stolen, lost or duplicated without your agreement, or if the key or combination to your home safe is lost or stolen, we will pay up to \$2,000 each time to alter or replace locks and their keys, change the combination number of any electronic key pad or open your safe.

### **Tenant's improvements**

We will pay up to \$5,000 in total for any items you own that are permanently installed and attached to the home you rent and live in.

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

### **Moving house**

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

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

We will also cover the contents for **accidental** loss or damage arising from fire, theft from securely locked vehicle, and collision and overturning of the conveying vehicle, while they are in transit from your old home to your new home. The most we will pay is \$10,000 for any one event, subject to the maximum item limits shown in this section of the policy.

### **Storage of contents**

We will continue to provide cover where, for reasons other than a valid claim under this policy, you choose to move contents from the home to store them at another location. Cover will continue for a maximum period of 90 days from the date that the contents were first removed from the home, up to a maximum of \$20,000 in total for any one event and/or 90 day period. Cover will be for the indemnity value of the item/s and will be subject to the maximum item limits in this section of the policy.

If the contents are not stored within a secured unit, at a commercial storage facility under a contract in your name, we will not cover:

- Loss or damage arising from theft (unless there is forcible and violent entry to the building or room in which the contents are kept)
- Unexplained loss or damage
- Water damage.

### **Occupier's and personal liability**

If you have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

#### **Liability for damages**

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

#### **Liability for reparation**

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

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

### **Forest and Rural Fires Act 1977**

We will cover you for your legal liability under the Forest and Rural Fires Act 1977 arising from an event that occurs in New Zealand during the **period of insurance** to pay:

- Costs under section 43 of the Act incurred and apportioned by any Fire Authority
- Costs and levies under sections 46 and 46A of the Act

- Costs claimed by any other party in order to protect their property from fire.

We will not cover you if you intentionally light a fire and it didn't comply with the Act or any other statutes or local body requirements concerning the lighting of fires.

#### **We won't pay**

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

- Your ownership of your home, its land and or any other buildings or land
- You carrying on any business, profession or employment (other than part-time babysitting)
- Your ownership, possession or use of any mechanically propelled vehicle (except ride-on mowers and other domestic garden appliances, remote controlled models, children's battery powered or mechanically propelled motor toys up to 50CC, wheelchairs and mobility scooters), trailer, aircraft, boat or watercraft (other than canoes, kayaks, surfboards, surf skis, kite surfers, paddle boards, windsurfers, boats or other watercraft that have a **market value** of less than \$3,000).

Liability assumed by agreement is also not covered (unless you would have been liable anyway).

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

#### **Limits on what we will pay under Occupier's and personal liability**

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$2,000,000
- For **bodily injury**, up to \$1,000,000
- For liability under the Forest and Rural Fires Act 1977, up to \$1,000,000.

In addition, where your legal liability is to pay **damages**, or costs and levies under the Forest and Rural Fires Act 1977, we will pay your legal defence costs and expenses incurred with our prior written consent. However we will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay **reparation**.

#### **Multiple benefits**

Our liability to you under all legal liability benefits (Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

## **OPTIONAL BENEFITS**

The following optional benefits apply only if they are shown on your **schedule**.

#### **Business tools extension**

You can extend your cover for business tools to a maximum of \$10,000, subject to an additional excess of \$500 for any claim.

#### **Excess refund**

If you have chosen this optional benefit then we won't pay any claim that falls under this preset amount, but we will pay the full amount of a claim that reaches or exceeds this level without deducting your standard or voluntary excess. However, this will not include the increased portion of the standard excess in the case of a **total loss** where the premium has been paid by instalment.

Only standard and voluntary excess amounts will be waived in this way. All other excesses noted on your **schedule** will still be deducted from the claim payment. If damage is caused by several events, each separate event must give rise to a claim that exceeds the preset amount before we will pay you anything.

#### **Moving house extension**

You can extend the cover for contents while in transit from the amount provided in the Moving house benefit by calling us on 0800 831 123 in advance of your move.

If you have packed your contents yourself and arranged transport with a removal company, we will cover your contents while they are in transit for loss or damage caused by fire or if the removal vehicle is involved in an **accident** or overturns.

If your contents have been professionally packed and transported, we will cover **accidental** loss or damage to your contents while they are in transit, including scratching, denting or chipping.

In either case, we must have approved the removal company in advance and an additional excess of \$500 will apply to any claim.

#### **Storage of contents extension**

You can extend the cover for storage of contents from the amount provided in the Storage of contents benefit by calling us on 0800 831 123 in advance of storing your contents.

We will cover your contents while in a secure storage facility (that we have approved in advance) for loss or damage caused by fire, lightning or explosion, or by theft provided there has been actual forcible and violent entry to the storage facility, or actual threatened physical violence to staff of the facility. An additional excess of \$500 will apply to any claim.

## SPECIAL EXCESS

If you share your home with **tenants**, flatmates or boarders, an additional excess of \$250 applies to every claim. Special excesses will also be applied if you have chosen to include optional cover for Business tools extension, Moving house extension or Storage of contents extension.

## THE EXCLUSIONS

### We won't pay for...

Damage to swimming or spa pools caused by hydrostatic pressure.

Loss or damage to or theft of outboard motors unless they are securely locked to a boat or stored in a securely locked part of a boat or in a securely locked building.

Loss or damage caused by a computer virus.

Loss or damage to commercially available software unless purchased by you and for which you held a legitimate user license at the time of the loss.

Loss or damage caused by any of the following:

- Mechanical or electronic breakdown or failure, unless actual burning out occurs. However where arcing occurs in any lighting or heating element, fuse, protective device or electronic contact, loss or damage is always excluded
- Any defect in design or inherent fault
- Wear and tear
- Insects or vermin (except by opossums)
- Any defect in workmanship or any damage caused by any cleaning process, renovating, repairing or restoring any property, but only in respect of the property that has undergone that process.

However, we will cover any resulting loss or damage provided it is not also excluded.

Loss or damage caused by or as a result of any of the following:

- Corrosion or rust
- The action of micro-organisms, mould, mildew, rot, fungi or any other gradual cause that is not covered under the Gradual damage benefit
- Lifting or moving your home
- Any structural changes to your home such as additions or alterations or the removal of any external wall or roof cladding, unless we have been notified prior to the work being carried out and have agreed in writing to maintain your cover
- Vibration, weakening or removal of support
- Burglary, theft, malicious or deliberate damage committed by anyone who normally lives with you including a boarder, any guest in your home or any **tenant** or guest of a **tenant** (but we will cover loss or damage from fire or explosion following malicious or deliberate damage by **tenants** or their guests)

- Earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these (except where cover is provided under the **Natural disaster** benefit), subsidence, settling, ground heave, shrinkage or erosion
- Your deliberate or reckless failure to comply with any determination, policy, consent, compliance schedule, notice or regulation made pursuant to any Act, regulation or by-law.

Loss or damage to contents ordinarily away from your home or removed to any place for sale, storage or exhibition, or during the course of household removal, including loading and unloading, except to the extent that they are covered by the Moving house benefit, the Moving house extension, the Storage of contents benefit and/or the Storage of contents extension.

Loss or damage that happens while your home is **unoccupied**, unless we are aware that the home is a holiday or weekend home or we agreed in writing to maintain your cover whilst your home was **unoccupied**.

If your home is normally used as a holiday or weekend home, we won't cover any loss or damage to your contents that happens while it is **unoccupied** unless:

- It is kept in a tidy condition
- All external doors and windows are kept locked
- All papers and mail are stopped or collected each week; and
- Your home is under regular supervision.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## FREQUENTLY ASKED QUESTIONS

- Q** Am I covered for the replacement cost of my contents?
- A** In most cases yes, but check the list at the beginning of this section of your policy as there are some items we only pay the indemnity value for. Indemnity value takes into account depreciation and wear and tear.
- Q** Am I covered for water damage from a leaking pipe?
- A** Yes, but if the damage has been happening gradually, cover is limited to \$3,000.
- Q** If I want to replace my spectacles because they are worn out, am I covered for this?
- A** No. This policy doesn't cover general wear and tear.
- Q** If I have a burglary what should I do?
- A** Call the police immediately, keep safe, secure your house and notify us on 0800 269 252 as soon as you can. We will appoint a Loss Adjuster to contact you and come to assist you with the claim.
- Q** What happens if I have a party and one of my guests steals some of my property?
- A** You aren't covered for this loss as you allowed the person into your home.

## COMPREHENSIVE MOTOR

### YOUR COVER

Details of the vehicles that are insured will be shown on your **schedule**. Your vehicle is insured for **accidental** loss or damage during the **period of insurance** anywhere in New Zealand, and we cover your legal liability if you **accidentally** damage someone else's property during the **period of insurance**. The following benefits are included in your cover and are explained under 'What we pay':

- **Accidental** loss or damage
- Broken glass
- Cleaning costs
- Changing your vehicle
- Emergency costs
- Keys and locks
- Parts and **accessories**
- Personal effects
- Premium credit
- Servicing and medical emergency
- Trailers
- Legal liability
- Personal **injury**.

The following optional benefits are also explained but only apply if shown on your **schedule**:

- No claim discount preservation
- Roadside assistance
- Young driver exclusion.

#### What does 'vehicle' include?

When we use the word 'vehicle', we mean any vehicle noted on the **schedule**, including keys, equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally remain within the vehicle and **accessories**.

#### Private use or business use

Your vehicle is insured while it is being used for social, domestic, pleasure and farming purposes, or by religious, social welfare or youth organisation workers in the course of their work.

Unless your **schedule** shows that your vehicle is insured for business use, your vehicle isn't covered while it is being used in connection with motor trades, any form of selling and/or collection, insurance assessing, motor driving instruction for reward, carriage of goods or samples in connection with any trade or business (except farming), hire, carriage of fare-paying passengers, stock or station agency or real estate agency.

#### Market value or agreed value

Your **schedule** will show whether you are insured for **market value** or **agreed value**:

- **Market value** is the amount your vehicle would have sold for immediately before the loss or damage happened. The most we will pay is the **market value** at the time of the claim, which we determine by taking the average of two pre-accident valuations supplied by registered valuers.
- **Agreed value** is the amount shown in your **schedule** that we have agreed to insure your vehicle for and this is the most we will pay for any claim. Before issuing your policy we check this amount against the **Red Book** pricing service to ensure it is a fair value. This value doesn't change for the **period of insurance**, but will be adjusted (in line with **Red Book**) at renewal.

### WHAT WE PAY

#### Accidental loss or damage

If your vehicle is **accidentally** lost or damaged or is stolen and not recovered within 14 days, we will pay the cost to repair or replace it. The most we will pay is the **market value** or the **agreed value** shown on your **schedule**.

#### Selecting the repairer

When repairs are required to any vehicle, we will select an **approved repairer** who can deliver the best result, taking into account time, quality and cost, minimising any inconvenience to you and ensuring the best possible result. (Please read the Claims section of this document).

#### New vehicles

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

#### Some limits on what we pay

If a part or **accessory** is not available in New Zealand, we will pay the manufacturer's last known list price in New Zealand, or the price of the part's closest equivalent available here, or the cost of having a new part made in New Zealand, whichever is the lower cost.

We won't pay the cost of freighting any part to New Zealand, or pay to replace any part that isn't damaged.

For **accessories** that are not the manufacturer's standard fitting for your model, cover is limited to a maximum of \$1,000 in total for all such **accessories** unless a higher amount is shown on the **schedule**.

We will pay to repaint those areas that have been damaged but we won't pay any additional cost to match the new and existing paint, or to paint areas that weren't damaged.

You may be asked to contribute to 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**.

### Broken glass

We will cover **accidental** breakage of your windscreen, windows and sunroof. If no other damage is being claimed for you won't have to pay an excess and your no claim discount won't be affected.

### Cleaning costs

If your vehicle is broken into and you only need to claim under the broken glass benefit, we will pay up to \$250 to have your vehicle professionally cleaned and valeted. You won't have to pay an excess and your no claim discount won't be affected.

### Changing your vehicle

If you change your vehicle or buy another one for your own use, we will automatically cover the replacement or additional vehicle for 30 days only for its **market value** on the same terms that apply to your current vehicle. You must give us full details of the new vehicle within 30 days of buying it, failing which the cover on the replacement or additional vehicle ceases automatically. The most we will pay for a replacement or additional vehicle is \$100,000.

### Emergency costs

After an **accident** we will pay the reasonable cost of having your vehicle towed or transported to the nearest repairer or safe place, or the cost of essential repairs so you can get the vehicle to your destination or to a repairer.

If your vehicle can't be driven, we will pay up to \$500 to accommodate and transport you and your passengers to your home, and we will cover the cost of transporting your vehicle back to your home after it has been repaired, or if it was stolen and recovered.

### Keys and locks

If your vehicle key is stolen, lost or duplicated without your agreement, we will pay up to \$1,000 to replace the locks and the keys.

### Parts and accessories

Vehicle **accessories** or spare parts that aren't fitted to your vehicle and are kept at your home are covered for **accidental** loss or damage by fire or theft only. We will pay up to \$1,000 for vehicle **accessories** and spare parts.

### Personal effects

If your vehicle is a caravan, motorhome or campervan we will pay up to \$1,000 for **accidental** loss or damage to personal effects, clothing and domestic utensils that were in the caravan, motorhome or campervan and that belonged to you or to any member of your family who lives with you.

### Premium credit

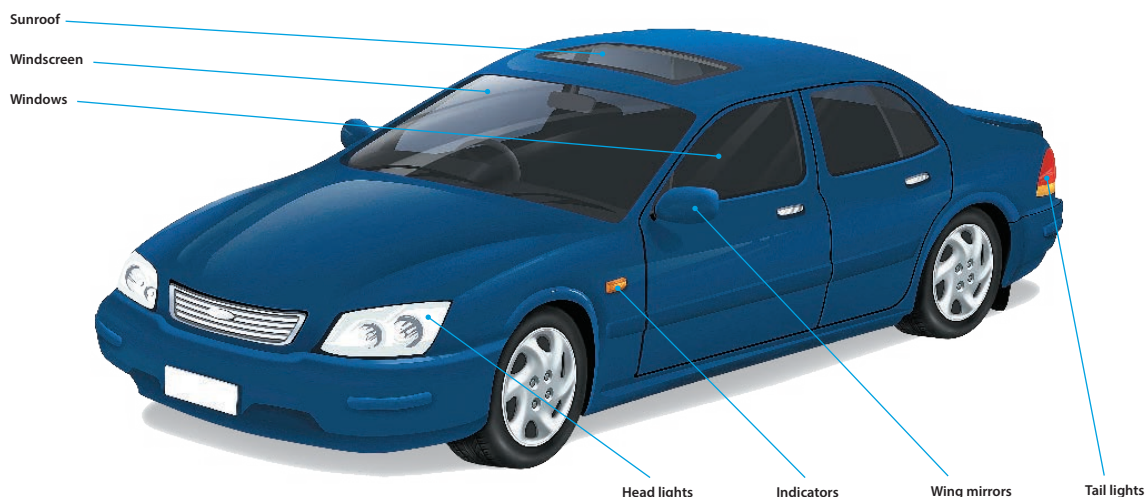
If your vehicle is a **total loss** and you want us to insure the replacement, we will credit the unused portion of your premium against the cover for the replacement vehicle, as long as the person in control of your vehicle was free of blame and the person who caused the damage is identified.

### Servicing and medical emergency

If there are any 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, a valet parking attendant while parking or retrieving it, or a professional dial a driver while delivering it to your home or workplace. Driver restrictions will also be waived if your vehicle is being driven to a medical facility in a medical emergency.

## BROKEN GLASS COVER

Examples of what is covered by the broken glass benefit

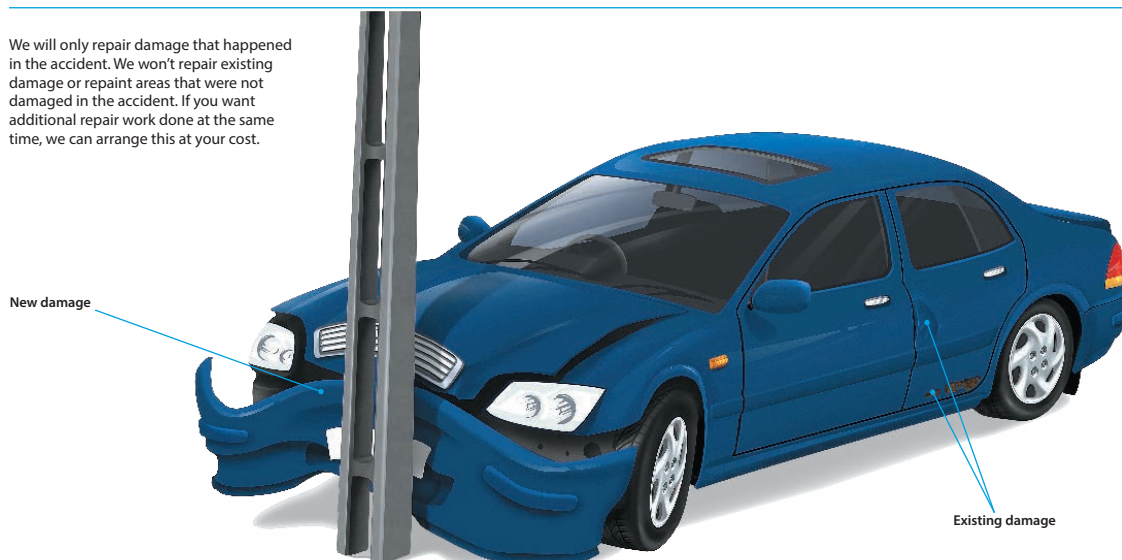


Examples of what isn't covered by the broken glass benefit



## PRE-EXISTING DAMAGE

We will only repair damage that happened in the accident. We won't repair existing damage or repaint areas that were not damaged in the accident. If you want additional repair work done at the same time, we can arrange this at your cost.



### Trailers

We will automatically cover any trailer you own, hire or lease for **accidental** loss or damage up to \$1,000 (less an excess of \$100). We won't cover caravans or boats, horse or camper trailers, the contents of any trailer, any trailer that is covered elsewhere under this or any other policy, or any trailer that can't be towed by your vehicle.

### Legal liability

If you, or anyone entitled to cover under this section of the policy, have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

#### Liability for damages

We will cover you for your legal liability to pay **damages** for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving your vehicle in New Zealand during the **period of insurance**.

#### Liability for reparation

We will cover you for your legal liability to pay **reparation** for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving your vehicle in New Zealand during the **period of insurance**, provided that:

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

#### Forest and Rural Fires Act 1977

We will cover you for your legal liability under the Forest and Rural Fires Act 1977 to pay:

- Costs under section 43 of the Act incurred and apportioned by any Fire Authority
- Costs and levies under section 46 and 46A of the Act
- Costs claimed by any other party in order to protect their property from fire

arising from an **accident** while driving your vehicle in New Zealand during the **period of insurance**.

We will not cover you if you intentionally light a fire and it didn't comply with the Act or any other statutes or local body requirements concerning the lighting of fires.

#### Extended liability

Provided all the requirements for cover are met, we will extend the Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977 benefits to provide cover where:

- The liability arises from an event caused by any trailer or caravan that is attached to your vehicle or any disabled vehicle while it is being towed by your vehicle
- Someone else is driving your vehicle with your permission provided they aren't otherwise excluded from cover or otherwise insured (for the purposes of this cover, the word 'you' in this policy also includes the person entitled to cover)
- You are driving someone else's vehicle that doesn't belong to you and isn't hired to you under a hire purchase or lease arrangement, but we won't pay for loss or damage to the vehicle you are driving.

### We won't pay

We won't pay under any of these legal liability benefits for loss or damage to property owned by you or in your custody and control.

We won't pay where you or any other person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fail to comply with the terms and conditions of this policy.

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

### No excess

You won't be charged an excess for your liability claim if you are not claiming for damage to your own vehicle.

### Limits on what we will pay for Legal Liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$20,000,000
- For **bodily injury**, up to \$1,000,000
- For liability under the Forest and Rural Fires Act 1977, up to \$1,000,000.

In addition, where your legal liability is to pay **damages**, or costs under the Forest and Rural Fires Act 1977, we will pay your legal defence costs and expenses incurred with our prior written consent. However we will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay **reparation**.

### Multiple benefits

Our liability to you under all legal liability benefits (Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977), will be limited to the applicable sub-limits, and will never exceed \$20,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

### Personal injury

If you or any member of your immediate family are involved in an **accident** in your vehicle and suffer an **injury**, we will pay:

- Up to \$5,000 per person and \$15,000 in total for one event if any of the following conditions occur within three calendar months of the **accident**:
  - Death \$5,000, or
  - Total, permanent and irrecoverable loss of the:
    - Sight of one eye \$2,500 or both eyes \$5,000
    - Use of one hand or foot \$2,500
    - Use of more than one hand and/or foot \$5,000
- Up to \$1,000 per person for medical and dental expenses resulting from the **injury**.

We won't pay anything under this Personal **injury** benefit unless there is otherwise a valid claim under this policy.

No Personal **injury** benefit is payable if your insured vehicle is a motorcycle, caravan or trailer.

### OPTIONAL BENEFITS

The following benefits apply only if they are shown on your **schedule**.

#### No claim discount preservation

With 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

If you have chosen this benefit, the details will be provided to you under a separate agreement.

#### Young driver exclusion

If you have chosen this benefit, your vehicle won't be covered while it is being driven by or is under the care or

## MOTOR VEHICLE ACCESSORIES

Some examples of what can be claimed for as vehicle **accessories**.



control of anyone less than 25 years of age. In return, your premium will be discounted.

## TYPES OF EXCESS

Various different types of excess may be noted on your **schedule**. Additional excesses are payable on top of any others:

### Standard

This excess applies to every claim you make under this section of your policy.

### Voluntary

If you receive a discount on your premium for increasing your excess, this voluntary excess replaces the standard excess. The voluntary excess applies to every claim you make under this section of your policy.

### Imposed

An additional excess that may be applied to a particular vehicle.

### Special

An additional excess that may be applied to a particular person.

### International

An additional excess applying to any driver who doesn't hold a New Zealand, Australian, United Kingdom, Irish or South African licence but does hold any other international licence at the time of the **accident**.

### Unnamed driver

If you receive a discount for restricting drivers to those named on the **schedule**, any unnamed drivers are subject to this additional excess.

### New driver

An additional excess applying to any drivers over the age of 25 who haven't held a New Zealand licence for more than twelve months at the time of the **accident**.

### Underage driver

An additional excess applying to any driver under the age of 25 at the time of the **accident**.

Your excess for a motor vehicle claim will be refunded if we are satisfied, at our sole discretion, that the driver of your vehicle was free of blame and the person at fault is identified.

## THE EXCLUSIONS

### We won't pay for ...

Depreciation, wear and tear, corrosion or the cost to fix any existing defect or damage.

Loss of or damage to any mechanical system unless an external factor causes that loss or damage. For the purposes of this exclusion, mechanical system means the engine, the transmission and all other mechanical, electrical, electronic, alarm and computer systems within your vehicle.

Tyre damage caused by applying the brakes or by a puncture, road cut or bursting.

Loss or damage to any caravan if it has been unattended for more than 30 days unless it is in a supervised caravan park.

Loss or damage caused by a defect or fault in the design, specification or the materials of your vehicle.

### We won't pay if...

Your vehicle is being used outside of the private or business uses described at the beginning of this section, or if it is being:

- Used for hire, for carrying fare-paying passengers or as a courtesy or loan vehicle
- Used for (or tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations or any similar events whether organised or not
- Driven on any race track, sealed or not, with or without other vehicles present.

You don't have a valid licence at the time and place of the **accident**, if you are breaching the terms of your licence or if you are excluded from the policy cover. This applies to anyone who is driving your vehicle with your permission.

At the time of the **accident** you are under the influence of an intoxicating drug or drugs, or have a breath or blood alcohol level higher than permitted under New Zealand law, if you refuse to undergo a breath test or provide a blood sample when requested to do so, or if you fail to stop or you leave the scene of an **accident** when it is an offence to do so. This applies to anyone who is driving your vehicle with your permission.

Your vehicle is in an unsafe or damaged condition, unless you can prove that this didn't contribute to the loss or damage, or that you and the driver were unaware of the condition and had taken reasonable steps to maintain the vehicle in a safe condition.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## FREQUENTLY ASKED QUESTIONS

- Q** If my vehicle is a **total loss**, how quickly will my claim be settled?
- A** If you have **agreed value** cover, settlement will be made within 24 hours after we accept the claim. If you have **market value** cover, we first have to establish the current **market value** and then we will pay within 24 hours of you accepting that value.
- Q** Why is there an increased excess if I suffer a **total loss** and have been paying by instalment?
- A** When you suffer a **total loss** you receive the maximum policy entitlement for your vehicle, yet at the time of loss you will have only paid a portion of the premium required to insure that vehicle. The increased excess reflects this.
- Q** Will you give me another vehicle while mine is off the road?
- A** We can arrange a rental vehicle for you with one of our **approved repairers**. You will have to pay for the rental, but this is at greatly reduced rates.
- Q** How will my claim affect my premium?
- A** If you were to blame for the **accident**, you will lose your no claim bonus, but if weren't to blame and the other person is identified, your no claim bonus won't be affected. You could consider adding the No claim discount preservation optional benefit to your policy, allowing you one at-fault **accident** a year without losing your discount.
- Q** Is my wing mirror covered under my broken glass benefit?
- A** No. The broken glass benefit only covers **accidental** breakage of your windscreen, windows and sun roof.
- Q** If personal items are stolen from my car, is that covered under this policy?
- A** No. Personal items need to be covered under a Contents policy.

## THIRD PARTY, FIRE AND THEFT

### YOUR COVER

Details of the vehicles that are insured will be shown on your **schedule**. We cover your legal liability if you **accidentally** damage someone else's property during the **period of insurance** and we cover **accidental** loss or damage to your vehicle that has been caused by fire or theft occurring during the **period of insurance**. You also have limited cover if your vehicle is damaged by an uninsured driver during the **period of insurance**. The following benefits are included in your cover and are explained under 'What we pay':

- **Accidental** loss or damage (limited)
- Changing your vehicle
- Emergency costs
- Servicing and medical emergency
- Legal liability.

The following optional benefits are also explained but only apply if shown on your **schedule**:

- Broken glass
- Roadside assistance.

#### What does 'vehicle' include?

When we use the word 'vehicle', we mean any vehicle noted on the **schedule**, including keys, equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally remain within the vehicle and **accessories**.

#### Private use or business use

Your vehicle is insured while it is being used for social, domestic, pleasure and farming purposes, or by religious, social welfare or youth organisation workers in the course of their work.

Unless your **schedule** shows that your vehicle is insured for business use, your vehicle isn't covered while it is being used in connection with motor trades, any form of selling and/or collection, insurance assessing, motor driving instruction for reward, carriage of goods or samples in connection with any trade or business (except farming), hire, carriage of fare-paying passengers, stock or station agency or real estate agency.

### WHAT WE PAY

#### Accidental loss or damage

If your vehicle is **accidentally** lost or damaged by fire or theft, or if it is stolen and not recovered within 14 days, we will pay the cost to repair or replace it up to the **market value**.

We also cover damage to your vehicle that is caused by an uninsured driver, but we must be satisfied that the driver of your vehicle is free of blame, that the person at fault is identified and has no valid insurance. The most we will pay is the lower of the **market value** or \$3,000 (or \$1,000 if your vehicle is a motorcycle).

#### Selecting the repairer

When repairs are required to any vehicle, we will select an **approved repairer** who can deliver the best result,

taking into account time, quality and cost, minimising any inconvenience to you and ensuring the best possible result. (Please read the Claims section of this document).

#### Some limits on what we pay:

If a part or **accessory** is not available in New Zealand, we will pay the manufacturer's last known list price in New Zealand, or the price of the part's closest equivalent available here, or the cost of having a new part made in New Zealand, whichever is the lower cost.

We won't pay the cost of freighting any part to New Zealand, or pay to replace any part that isn't damaged.

For **accessories** that are not the manufacturer's standard fitting for your model, cover is limited to a maximum of \$1,000 in total for all such **accessories** unless a higher amount is shown on the **schedule**.

We will pay to repaint those areas that have been damaged but we won't pay any additional cost to match the new and existing paint, or to paint areas that weren't damaged.

You may be asked to contribute to 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**.

#### Changing your vehicle

If you change your vehicle or buy another one for your own use, we will automatically cover the replacement or additional vehicle for 30 days only for its **market value** on the same terms that apply to your current vehicle. You must give us full details of the new vehicle within 30 days of buying it, failing which the cover on the replacement or additional vehicle ceases automatically. The most we will pay for a replacement or additional vehicle is \$100,000.

#### Emergency costs

After an **accident** we will pay the reasonable cost, up to a maximum of \$500, of having your vehicle towed or transported to the nearest repairer or safe place.

#### Servicing and medical emergency

If there are any 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, a valet parking attendant while parking or retrieving it, or a professional dial a driver while delivering it to your home or workplace. Driver restrictions will also be waived if your vehicle is being driven to a medical facility in a medical emergency.

#### Legal liability

If you, or anyone entitled to cover under this section of the policy, have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

#### Liability for damages

We will cover you for your legal liability to pay **damages** for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving your vehicle in New Zealand during the **period of insurance**.

#### Liability for reparation

We will cover you for your legal liability to pay **reparation** for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving



your vehicle in New Zealand during the **period of insurance**, provided that:

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

#### Forest and Rural Fires Act 1977

We will cover you for your legal liability under the Forest and Rural Fires Act 1977 to pay:

- Costs under section 43 of the Act incurred and apportioned by any Fire Authority
- Costs and levies under section 46 and 46A of the Act
- Costs claimed by any other party in order to protect their property from fire

arising from an **accident** while driving your vehicle in New Zealand during the **period of insurance**.

We will not cover you if you intentionally light a fire and it didn't comply with the Act or any other statutes or local body requirements concerning the lighting of fires.

#### Extended liability

Provided all the requirements for cover are met, we will extend the Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977 benefits to provide cover where:

- The liability arises from an event caused by any trailer or caravan that is attached to your vehicle or any disabled vehicle while it is being towed by your vehicle
- Someone else is driving your vehicle with your permission provided they aren't otherwise excluded from cover or otherwise insured (for the purposes of this cover, the word 'you' in this policy also includes the person entitled to cover)
- You are driving someone else's vehicle that doesn't belong to you and isn't hired to you under a hire purchase or lease arrangement, but we won't pay for loss or damage to the vehicle you are driving.

#### We won't pay

We won't pay under any of these legal liability benefits for loss or damage to property owned by you or in your custody and control.

We won't pay where you or any other person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fail to comply with the terms and conditions of this policy.

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

#### Limits on what we will pay for Legal Liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$20,000,000
- For **bodily injury**, up to \$1,000,000
- For liability under the Forest and Rural Fires Act 1977, up to \$1,000,000.

In addition, where your legal liability is to pay **damages**, or costs under the Forest and Rural Fires Act 1977, we will pay your legal defence costs and expenses incurred with our prior written consent. However we will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay **reparation**.

#### Multiple benefits

Our liability to you under all legal liability benefits (Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977), will be limited to the applicable sub-limits, and will never exceed \$20,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

### OPTIONAL BENEFITS

The following benefits apply only if they are shown on your **schedule**.

#### Broken glass

We will cover **accidental** breakage of your windscreen, windows and sunroof. If no other damage is being claimed for, you won't have to pay an excess and your no claim discount won't be affected.

#### Roadside assistance

If you have chosen this benefit, the details will be provided to you under a separate agreement.

### TYPES OF EXCESS

Various different types of excess may be noted on your **schedule**. Additional excesses are payable on top of any others:

#### Standard

This excess applies to every claim you make under this section of your policy.

#### Imposed

An additional excess that may be applied to a particular vehicle.

#### Special

An additional excess that may be applied to a particular person.

#### International

An additional excess applying to any driver who doesn't hold a New Zealand, Australian, United Kingdom, Irish or South African licence but does hold any other international licence at the time of the **accident**.

#### Unnamed driver

If you receive a discount for restricting drivers to those named on the **schedule**, any unnamed drivers are subject to this additional excess.

#### New driver

An additional excess applying to any drivers over the age of 25 who haven't held a New Zealand licence for more than twelve months at the time of the **accident**.

#### Underage driver

An additional excess applying to any driver under the age of 25 at the time of the **accident**.

Your excess for a motor vehicle claim will be refunded if we are satisfied, at our sole discretion, that the driver of your vehicle was free of blame and the person at fault is identified.

## THE EXCLUSIONS

### We won't pay for...

Depreciation, wear and tear, corrosion or the cost to fix any existing defect or damage.

Loss of or damage to any mechanical system unless an external factor causes that loss or damage. For the purposes of this exclusion, mechanical system means the engine, the transmission and all other mechanical, electrical, electronic, alarm and computer systems within your vehicle.

Tyre damage caused by applying the brakes or by a puncture, road cut or bursting.

Loss or damage to any caravan if it has been unattended for more than 30 days unless it is in a supervised caravan park.

Loss or damage caused by a defect or fault in the design, specification or the materials of your vehicle.

### We won't pay if...

Your vehicle is being used outside of the private or business uses described at the beginning of this section, or if it is being:

- Used for hire, for carrying fare-paying passengers or as a courtesy or loan vehicle
- Used for (or tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations or any similar events whether organised or not
- Driven on any race track, sealed or not, with or without other vehicles present.

You don't have a valid licence at the time and place of the **accident**, if you are breaching the terms of your licence or if you are excluded from the policy cover. This applies to anyone who is driving your vehicle with your permission.

At the time of the **accident** you are under the influence of an intoxicating drug or drugs, or have a breath or blood alcohol level higher than permitted under New Zealand law, if you refuse to undergo a breath test or provide a blood sample when requested to do so, or if you fail to stop or you leave the scene of an **accident** when it is an offence to do so. This applies to anyone who is driving your vehicle with your permission.

Your vehicle is in an unsafe or damaged condition, unless you can prove that this didn't contribute to the loss or damage, or that you and the driver were unaware of the condition and had taken reasonable steps to maintain the vehicle in a safe condition.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## FREQUENTLY ASKED QUESTIONS

- Q** If my car is stolen, damaged and then recovered, will it be repaired?
- A** If it is repairable and the damage was caused by or during the theft, then it will be repaired as long as we accept the claim.
- Q** What if someone drives into my car while I am parked and I can't identify who they are? Will you repair the damage then?
- A** No. This policy only covers damage to your vehicle if you were not to blame, the person who caused the damage can be identified and they were not insured.
- Q** If I hit someone else and I am at fault, will the damage to my car be repaired?
- A** No. Assuming we accept the claim, your policy would only cover damage to the other person's property.

## MOTOR VEHICLE ACCESSORIES

Some examples of what can be claimed for as vehicle accessories.

Navman

Car stereo

First aid kit

Car seat covers

Child car seat



## THIRD PARTY ONLY

### YOUR COVER

Details of the vehicles that are insured will be shown on your **schedule**. Under Third party only, we cover your legal liability if you **accidentally** damage someone else's property during the **period of insurance** and limited cover is provided if your vehicle is damaged by an uninsured driver during the **period of insurance**.

The following benefits are included in your Third party only cover and are explained under 'What we pay':

- **Accidental** damage by an uninsured driver
- Changing your vehicle
- Servicing and medical emergency
- Legal liability.

#### What does 'vehicle' include?

When we use the word 'vehicle', we mean any vehicle noted on the **schedule**, including keys, equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally remain within the vehicle and **accessories**.

#### Private or business use

Your vehicle is insured while it is being used for social, domestic, pleasure and farming purposes, or by religious, social welfare or youth organisation workers in the course of their work.

Unless your **schedule** shows that your vehicle is insured for business use, your vehicle isn't covered while it is being used in connection with motor trades, any form of selling and/or collection, insurance assessing, motor driving instruction for reward, carriage of goods or samples in connection with any trade or business (except farming), hire, carriage of fare-paying passengers, stock or station agency or real estate agency.

### WHAT WE PAY

#### Accidental damage by an uninsured driver

We cover loss or damage to your vehicle that is caused by an uninsured driver, but we must be satisfied that the driver of your vehicle is free of blame, that the person at fault is identified and has no valid insurance. The most we will pay is the lower of the **market value** or \$3,000, (or \$1,000 if your vehicle is a motorcycle).

#### Selecting the repairer

When repairs are required to any vehicle, we will select an **approved repairer** who can deliver the best result, taking into account time, quality and cost, minimising any inconvenience to you and ensuring the best possible result. (Please read the Claims section of this document).

#### Some limits on what we pay:

If a part or **accessory** is not available in New Zealand, we will pay the manufacturer's last known list price in New Zealand or the price of the part's closest equivalent

available here, or the cost of having a new part made in New Zealand, whichever is the lower cost.

We won't pay the cost of freighting any part to New Zealand, or pay to replace any part that isn't damaged.

For **accessories** that are not the manufacturer's standard fitting for your model, cover is limited to a maximum of \$1,000 in total for all such **accessories**.

We will pay to repaint those areas that have been damaged but we won't pay any additional cost to match the new and existing paint, or to paint areas that weren't damaged.

You may be asked to contribute to 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**.

#### Changing your vehicle

If you change your vehicle or buy another one for your own use, we will automatically cover the replacement or additional vehicle for 30 days only for its **market value** on the same terms that apply to your current vehicle. You must give us full details of the new vehicle within 30 days of buying it, failing which the cover on the replacement or additional vehicle ceases automatically. The most we will pay for a replacement or additional vehicle is \$3,000.

#### Servicing and medical emergency

If there are any 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, a valet parking attendant while parking or retrieving it, or a professional dial a driver while delivering it to your home or workplace. Driver restrictions will also be waived if your vehicle is being driven to a medical facility in a medical emergency.

#### Legal liability

If you, or anyone entitled to cover under this section of the policy, have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

#### Liability for damages

We will cover you for your legal liability to pay **damages** for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving your vehicle in New Zealand during the **period of insurance**.

#### Liability for reparation

We will cover you for your legal liability to pay **reparation** for **accidental** loss or damage to someone else's property or **accidental bodily injury** caused by you while driving your vehicle in New Zealand during the **period of insurance**, provided that:

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

### Forest and Rural Fires Act 1977

We will cover you for your legal liability under the Forest and Rural Fires Act 1977 to pay:

- Costs under section 43 of the Act incurred and apportioned by any Fire Authority
- Costs and levies under section 46 and 46A of the Act
- Costs claimed by any other party in order to protect their property from fire

arising from an **accident** while driving your vehicle in New Zealand during the **period of insurance**.

We will not cover you if you intentionally light a fire and it didn't comply with the Act or any other statutes or local body requirements concerning the lighting of fires.

### Extended liability

Provided all the requirements for cover are met, we will extend the Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977 benefits to provide cover where:

- The liability arises from an event caused by any trailer or caravan that is attached to your vehicle or any disabled vehicle while it is being towed by your vehicle
- Someone else is driving your vehicle with your permission provided they aren't otherwise excluded from cover or otherwise insured (for the purposes of this cover, the word 'you' in this policy also includes the person entitled to cover)
- You are driving someone else's vehicle that doesn't belong to you and isn't hired to you under a hire purchase or lease arrangement, but we won't pay for loss or damage to the vehicle you are driving.

### We won't pay

We won't pay under any of these legal liability benefits for loss or damage to property owned by you or in your custody and control.

We won't pay where you or any other person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fail to comply with the terms and conditions of this policy.

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

### Limits on what we will pay for Legal Liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$20,000,000
- For **bodily injury**, up to \$1,000,000
- For liability under the Forest and Rural Fires Act 1977, up to \$1,000,000.

In addition, where your legal liability is to pay **damages**, or costs under the Forest and Rural Fires Act 1977, we will pay your legal defence costs and expenses incurred with our prior written consent. However we will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay **reparation**.

### Multiple benefits

Our liability to you under all legal liability benefits (Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977), will be limited to the applicable sub-limits, and will never exceed \$20,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

## MOTOR VEHICLE ACCESSORIES

Some examples of what can be claimed for as vehicle **accessories**.



## TYPES OF EXCESS

Various different types of excess may be noted on your **schedule**. Additional excesses are payable on top of any others:

### Standard

This excess applies to every claim you make under this section of your policy.

### Imposed

An additional excess that may be applied to a particular vehicle.

### Special

An additional excess that may be applied to a particular person.

### International

An additional excess applying to any driver who doesn't hold a New Zealand, Australian, United Kingdom, Irish or South African licence but does hold any other international licence at the time of the **accident**.

### Unnamed driver

If you receive a discount for restricting drivers to those named on the **schedule**, any unnamed drivers are subject to this additional excess.

### New driver

An additional excess applying to any drivers over the age of 25 who haven't held a New Zealand licence for more than twelve months at the time of the **accident**.

### Underage driver

An additional excess applying to any driver under the age of 25 at the time of the **accident**.

Your excess for a motor vehicle claim will be refunded if we are satisfied, at our sole discretion, that the driver of your vehicle was free of blame and the person at fault is identified.

## THE EXCLUSIONS

### We won't pay for...

Depreciation, wear and tear, corrosion or the cost to fix any existing defect or damage.

Loss of or damage to any mechanical system unless an external factor causes that loss or damage. For the purposes of this exclusion, mechanical system means the engine, the transmission and all other mechanical, electrical, electronic, alarm and computer systems within your vehicle.

Tyre damage caused by applying the brakes or by a puncture, road cut or bursting.

Your legal liability if loss or damage is caused by a defect or fault in the design, specification or the materials of your vehicle.

### We won't pay if...

Your vehicle is being used outside of the private or business uses described at the beginning of this section, or if it is being:

- Used for hire, for carrying fare-paying passengers or as a courtesy or loan vehicle
- Used for (or tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations or any similar events whether organised or not
- Driven on any race track, sealed or not, with or without other vehicles present.

You don't have a valid licence at the time and place of the **accident**, if you are breaching the terms of your licence or if you are excluded from the policy cover. This applies to anyone who is driving your vehicle with your permission.

At the time of the **accident** you are under the influence of an intoxicating drug or drugs, or have a breath or blood alcohol level higher than permitted under New Zealand law, if you refuse to undergo a breath test or provide a blood sample when requested to do so, or if you fail to stop or you leave the scene of an **accident** when it is an offence to do so. This applies to anyone who is driving your vehicle with your permission.

Your vehicle is in an unsafe or damaged condition, unless you can prove that this didn't contribute to the loss or damage, or that you and the driver were unaware of the condition and had taken reasonable steps to maintain the vehicle in a safe condition.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## FREQUENTLY ASKED QUESTIONS

- Q** If my car is stolen, am I covered?
- A** No. This policy only covers your legal liability for damage that you **accidentally** cause to someone else's property while using your vehicle.
- Q** If I am not at fault in the **accident**, will I be covered for the damage to my vehicle?
- A** No not usually. The only time you would be covered for damage to your vehicle is if the other driver was at fault, they aren't insured and can be identified. The most that would be paid under these circumstances is \$3,000 (or \$1,000 for a motorbike).



## BOAT

### YOUR COVER

Under this section of the policy, you are covered for **accidental** loss or damage during the **period of insurance** to your boat identified on your **schedule** and other property as specified below. The following benefits are included in your cover and are explained under 'What we pay':

- **Accidental** loss or damage
- Salvage and associated costs
- Boat parts and **accessories** at home
- Changing your boat
- Emergency costs after an **accident**
- Medical payments
- Premium credit
- Storage or repair
- Replacement of flares and extinguishers
- Legal liability.

The following optional benefit is also explained but only applies if shown on your **schedule**:

- Racing risk extension.

#### What does 'boat' include?

When we use the word 'boat', we mean any type of craft, vessel or thing made or intended to float on, in or travel through water. It includes the hull and any fixtures, fittings and equipment which are permanently on board, including sails, masts, spars and rigging, machinery, and motors (both inboard and outboard), anchor and warp, fish finder, depth sounder, other navigational aids and marine radios and boat trailers.

#### What 'other property' is covered?

'Other property' means your dinghy, gear and equipment that is kept permanently on board the boat but isn't permanently attached to the boat. This includes life jackets, clothing, wet weather gear, flares, fire extinguishers, tools, bed linen, foodstuffs, cooking utensils and other similar **accessories**. Fishing, diving and sporting gear are not covered unless they are specified on your **schedule**.

### WHAT WE PAY

#### Accidental loss or damage

We will pay the cost to repair or replace your boat and other property (see above for a description) up to the **market value** at the time of the claim.

You may be asked to contribute to the cost of repairs if your boat or other equipment is in much better condition or is worth more money after the repairs than it was before the **accident**. You won't be asked to contribute if the boat or other equipment is less than one year old when the damage occurs.

#### Salvage and associated costs

If you abandon your boat after an **accident** (for which there is a valid claim under your policy) we will pay the reasonable salvage costs and wreck removal costs you are liable for, and expenses incurred in minimising further loss or damage from the same **accident**.

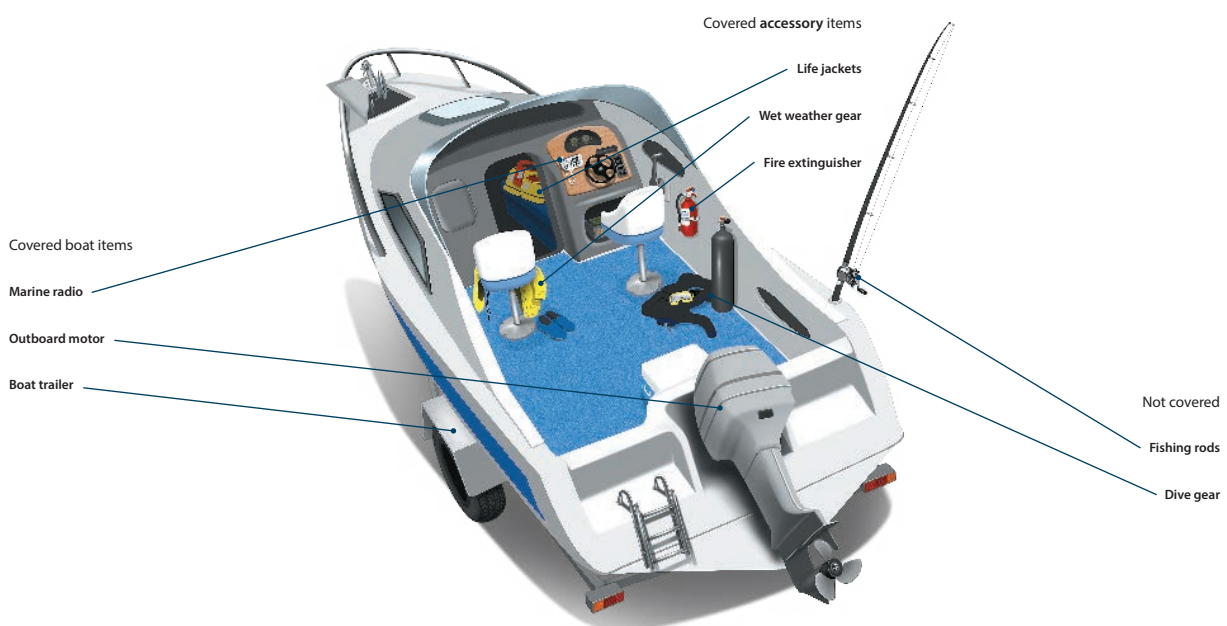
#### Boat parts and accessories at home

We will pay up to \$500 for boat **accessories** or spare parts that are not fitted to your boat and are stored at home and are stolen or **accidentally** damaged by fire.

#### Changing your boat

If you change your boat or buy another one for your own use, we will automatically cover the replacement or

## BOAT AND ACCESSORIES



additional boat for 30 days only for its **market value** on the same terms that apply to your current boat. You must give us full details of the new boat within 30 days of buying it, failing which the cover on the replacement or additional boat ceases automatically. The most we will pay for a replacement or additional boat is \$50,000.

#### Emergency costs after an accident

If you have an **accident** that is covered under your policy, we will pay the reasonable costs you incur for rescuing you, your passengers and crew, to a maximum of \$1,000. We will also cover the cost of having your boat removed to the nearest repairer or safe place, or the cost of essential repairs so you can get the boat to your destination or to a repairer, and the cost of returning your boat back to your home after it has been repaired or if it was stolen and recovered.

If your boat can't be used after an **accident**, we will pay up to \$500 to accommodate and transport you and your passengers to your home.

#### Medical payments

If you or your immediate family suffers an **injury** while they are on board or while boarding or leaving your boat, we will contribute towards the reasonable medical, ambulance and funeral expenses up to \$1,500. The expenses must be incurred within one year of the **injury**.

#### Premium credit

If your boat is treated as a **total loss** and you want us to insure the replacement, we will credit the unused portion of your premium against the cover for the replacement boat, as long as the person in control of your boat was free of blame and the person who caused the damage is identified.

#### Storage or repair

We will cover any part of your boat or other property that is temporarily removed from the boat for repair or storage while it is in securely locked premises, or while in transit to be repaired or stored.

#### Replacement of flares and extinguishers

In the event of a valid claim, we will pay up to \$1,500 to replace any flares and extinguishers that were used in an attempt to minimise loss or damage.

#### Legal liability

If you, or anyone entitled to cover under this section of the policy, have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

##### Liability for damages

We will cover you for your legal liability to pay **damages** for negligence causing loss or damage to someone else's property or **bodily injury** happening during the **period of insurance** as a result of a single **accidental** event that happened in New Zealand (including within 80 nautical miles of the New Zealand coast) and was in some way caused by your boat.

##### Liability for reparation

We will cover you for your legal liability to pay **reparation** for negligence causing loss or damage to someone else's property or **bodily injury** happening during the **period of insurance** as a result of a single **accidental** event that happened in New Zealand (including within 80 nautical miles of the New Zealand coast) and was in some way caused by your boat, provided that:

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

##### Extended liability

Provided all the requirements for cover are met, we will extend the Liability for **damages** and Liability for **reparation** benefits to provide cover where:

- You are using someone else's boat that doesn't belong to you and isn't hired to you under a hire purchase or lease agreement, but we won't pay for loss or damage to the boat being used
- Someone else is using your boat with your permission or is being towed by your boat while water-skiing (or similar), if they are not otherwise excluded from the cover, or otherwise insured (for the purposes of this cover, the word 'you' in this policy also includes the person entitled to cover)
- Loss or damage to someone else's property or **bodily injury** is caused by you raising, removing or destroying the wreck of your boat (or an attempt at) or your failure to raise, remove or destroy the wreck of your boat.

##### We won't pay

We won't pay for loss or damage to property owned by you or in your custody and control or liability relating in any way to any business or employment, or liability to any fare-paying passenger.

We won't pay where you or any other person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fail to comply with the terms and conditions of this policy.

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

##### Limits on what we will pay under legal liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$5,000,000
- For **bodily injury**, up to \$1,000,000.

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

### Multiple benefits

Our liability to you under all legal liability benefits (Liability for **damages** and Liability for **reparation**), will be limited to the applicable sub-limits, and will never exceed \$5,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

### OPTIONAL BENEFIT

The following benefit applies only if it is shown on your **schedule**.

#### Racing risk extension

If you are racing your sail boat and it suffers **accidental** damage, we will pay the cost to repair or replace your masts, spars, booms, spinnaker poles, sails, rigging and anchors up to the **market value** at the time of the claim, subject to the additional excess shown on your **schedule**.

We won't pay for any portion of the cost that will put the equipment in better condition than it was before the **accident**.

### THE EXCLUSIONS

#### We won't pay for...

Depreciation, wear and tear, leakage and breakage, inherent vice or nature of the subject matter insured, delamination, corrosion, rust, rot, mildew, mould or damage caused by marine organisms or by vermin (except opossums), or by electrolysis, or by gradual deterioration.

Loss of or damage to any mechanical system unless an external factor causes that loss or damage. For the purposes of this exclusion, mechanical system means the engine, the transmission and all other mechanical, electrical, electronic, alarm and computer systems within your boat.

Loss or damage caused by the action of light, any process of cleaning, repairing or restoring, or by insects.

Theft of any part of your boat or other property except theft following forcible entry to a locked place of storage, or illegal entry of your boat.

Loss or damage caused by wind to sails or protective covers, or any damage to masts, spars, booms, spinnaker poles, rigging or anchors while racing your boat, unless you have included the optional Racing risk extension.

Any cost to remedy a design fault or defect of design or construction, or to make alterations in design. However the policy will cover any resulting loss or damage that is not specifically excluded.

Any claim while your boat is let out on hire or charter or is used for any purpose other than private pleasure use.

Loss or damage to any boat primarily powered by motor while participating in or being prepared for a race, reliability or time trial or similar activity.

Loss or damage to or theft of outboard motors unless they are securely locked to a boat or stored in a securely locked part of a boat or in a securely locked building.

Any loss, damage or liability when your boat is under the control of someone who:

- Is affected by intoxicating drug or drugs
- Has a breath or blood alcohol level higher than permitted under New Zealand law, or refuses to undergo a breath test or provide a blood sample when requested to do so, or fails to stop or leaves the scene of an **accident** when it is an offence to do so.

This applies to anyone who is using your boat or towing your boat with your permission.

Any loss, damage or liability if anyone towing your boat does not have a valid licence to drive the vehicle at the time and place of the **accident**, or is not complying with the conditions of their licence.

Loss, damage, or liability that is caused by or involves any of the following:

- The boat being left unattended at anchor or on a swing mooring (other than its usual mooring or berth, or moorings to Port or Local Authority standards) for more than 24 consecutive hours
- Permanent moorings that are not in good order or don't meet the minimum standards recommended by Port or Local Authorities
- Swing moorings that have not been inspected and maintained within the last three years
- Any claim while your boat is further than 80 nautical miles from the coast of New Zealand
- Any claim while your boat is undergoing any voyage to/ from any port or place outside New Zealand.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

### FREQUENTLY ASKED QUESTIONS

- Q** If I take home some of my boating equipment to store in my locked garage and it is stolen, am I covered for this?
- A** Yes. We will pay up to \$500 for boat **accessories** or spare parts that are not fitted to your boat, are stored at home and are stolen or **accidentally** damaged by fire. If you have boat and contents insurance with us, you can only claim this benefit under one policy.
- Q** I race my boat, am I covered for damage that might occur when racing?
- A** If you race your boat and want cover for racing you need to purchase the optional benefit called the Racing risk extension.
- Q** What if I lose my fishing gear while fishing on my boat?
- A** Fishing, diving and sporting gear are not covered unless they are specified on your **schedule**.

## LIFESTYLE BLOCK

### YOUR COVER

Under this section of the policy you are covered for **accidental** loss or damage during the **period of insurance** to your lifestyle block assets.

The following benefits are included in your cover and are explained under 'What we pay':

- **Accidental** loss or damage
- Continuation of cover
- **Natural disaster**
- Sale and purchase.

The following benefits are included in your cover, are within your **sum insured** and are explained under 'What we pay':

- Additions and improvements
- Demolition and removal of debris
- Fusion of electric motors
- Professional fees
- Worring of stock
- Farm bikes, tractors and trailers
- Damage caused by authorities
- Statutory requirements.

The following benefit is included in your cover, is additional to your **sum insured** and is explained under 'What we pay':

- Property owner's liability.

#### What is a 'lifestyle block'?

'Lifestyle block' means a block of land shown on your **schedule** that is less than 10 hectares in size and from which you earn less than \$10,000 a year in gross income from all activities.

#### What are 'lifestyle block assets'?

'Lifestyle block assets' means:

- Lifestyle block buildings that are identified on your **schedule**, such as barns or sheds, and including stock pens, fences and gates attached to or forming part of the lifestyle block buildings. Lifestyle block buildings does not include any property that is insured under your Home buildings cover (including your home)
- Fixed plant and machinery that is identified on your **schedule** that is permanently contained within the lifestyle block buildings or that is temporarily removed from the lifestyle block buildings to anywhere in New Zealand
- Produce being stores, harvested grain, seed and animal feed at the lifestyle block buildings or temporarily removed from the lifestyle block buildings to anywhere in New Zealand

- Other assets being fertilisers, cut hay, straw, lucerne, wool, plant and machinery, chainsaws and tools, general stores such as fertilisers, spraying and packing materials and fuels, animal feed and the like, at the lifestyle block buildings or temporarily removed to anywhere in New Zealand, and power and telephone poles and cables owned by you.

#### 'Lifestyle block assets' do not include:

- Motor vehicles, motorcycles, caravans, trailers, aircraft, watercraft, self propelled vehicles, trailers, tractor drawn agricultural vehicles and spare parts and **accessories** for any of them (except for the cover provided under the Farm bikes, tractors and trailers benefit)
- Deer velvet and biological preparations or by-products (such as semen or embryos).

### WHAT WE PAY

#### Accidental loss or damage

##### Lifestyle block buildings

If your lifestyle block buildings suffer **accidental** loss or damage, we will decide if they can be repaired or if they need to be rebuilt, and we will pay the cost of repairing or rebuilding using equivalent materials and techniques that are currently available.

We can instead choose to pay the indemnity value, which is either the **market value** of your lifestyle block buildings before the damage, or the cost to restore them to a condition no better than when they were new, less an amount for depreciation, wear and tear.

#### Limits on what we pay

The maximum amount we will pay under this section of the policy is:

- The **sum insured** shown on the **schedule** for lifestyle block; plus
- Any GST you have paid or that is payable on this sum; plus
- Any amounts we may be liable to pay for under Property owner's liability.

All other benefits and optional benefits shown on the **schedule**, are paid within the **sum insured** stated on the **schedule** for lifestyle block.

The amount of cover available following **accidental** loss or damage to your lifestyle block may temporarily reduce from the **sum insured** stated in the **schedule**. The Continuation of cover benefit below describes when this reduction can occur and how it can be restored.

Where greenhouses are insured, we will only pay the indemnity value. In respect of lifestyle block buildings with flexible cladding or cloth coverings we will pay the indemnity value based on a maximum lifespan of five years for the material. Further we will not pay for any greenhouse or its contents damaged as a result of storm, snow, rain, hail, **flood** or windstorm.

### Continuation of cover

Where the lifestyle block sustains loss or damage which is covered by this policy, the amount of cover available for future claims will be reduced from the **sum insured** stated in the **schedule** by the amount of that loss or damage.

The amount of cover shall be restored as and to the extent that lifestyle block assets are repaired, rebuilt, reinstated or replaced, or you receive payment to indemnify you for their loss or damage.

But, before any amount of your cover is restored following loss or damage:

- You must pay any additional premium that we may charge; and
- We must be satisfied that the **sum insured** stated on the **schedule** is a reasonable estimate of the replacement or indemnity value (as appropriate) of the lifestyle block assets.

This benefit will not operate where you choose not to have your lifestyle block assets replaced following a **total loss** or where we pay the total **sum insured** for this section of the policy.

### Fixed plant and machinery, produce and other assets

In the event of **accidental** loss or damage to your fixed plant and machinery, produce or other lifestyle block assets, we will pay the cost to replace, repair or reinstate those items that are less than six years old without deducting anything for wear and tear or depreciation.

#### Limits on what we pay

For all items that are more than six years old, we will instead pay the indemnity value, which is either the **market value** of your fixed plant and machinery, produce or other lifestyle block assets before the damage, or the cost to restore them to a condition no better than when new, less an amount for depreciation, wear and tear.

If you don't want an item repaired or replaced, we will only pay the lower of the indemnity value or the cost of repairs. We won't pay the replacement cost.

The most we will pay for any claim is the **sum insured** shown on your **schedule**.

### Additions and improvements

We will automatically cover any additions or improvements you make to your lifestyle block buildings or fixed plant and machinery for 30 days only, up to an additional \$10,000.

You must give us full details of all additions and improvements within 30 days of making them, failing which the cover on all additions and improvements ceases automatically.

### Demolition and removal of debris

We will pay the reasonable cost of demolishing the damaged part of your lifestyle block buildings, clearing the building site and removing any debris. We must agree to any costs in advance.

### Fusion of electric motors

We will repair or at our option replace any electric motor up to 7.5kw or 10hp, switchboard and permanent wiring that **accidentally** burns out or fuses that is up to five years old, or the indemnity value if it is more than five years old.

We will also pay the reasonable costs to dismantle and re-install any electric motor and for the hire of a temporary replacement motor or refrigerated compressor during the time taken to repair the damaged electric motor.

The most we will pay is \$2,000.

### Natural disaster

If loss or damage to your lifestyle block assets is caused by **natural disaster**, we will pay:

- The difference between the cost of repairing or rebuilding the lifestyle block assets or the indemnity value if that is paid and the amount payable under the Earthquake Commission Act 1993, provided the Earthquake Commission has accepted your claim and has already paid the maximum amount for which it is liable under the Act for the loss or damage, but we will not be liable for any excess imposed by that Act.

The combined amount recovered from the Earthquake Commission and paid by us is limited to the amount that we would have paid under your policy if the loss or damage was caused by something other than a **natural disaster**.

The basis for settling claims and all other policy terms and conditions apply to the **Natural disaster** benefit.

### Professional fees

We will pay reasonable fees for the services of architects, surveyors, consultants, lawyers, valuers and council fees necessary to rebuild or repair your lifestyle block buildings. We must agree to any costs in advance.

### Worrying of stock

We will pay the **market value** up to \$600 for any one animal and up to \$3,000 in total if your stock is killed or must be slaughtered on humane grounds as the result of injuries caused by any dog not owned by you, or any of your employees.

### Property owner's liability

If you have any other insurance with us, you are only entitled to payment of any of the legal liability benefits below under one policy or section of a policy per event.

### Liability for damages

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



### Liability for reparation

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

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

### Forest and Rural Fires Act 1977

We will cover your legal liability under the Forest and Rural Fires Act 1977 arising out of your ownership of the lifestyle block from an event that occurs in New Zealand during the **period of insurance** to pay:

- Costs under section 43 of the Act incurred and apportioned by any Fire Authority
- Costs and levies under section 46 and 46A of the Act
- Costs claimed by any other party in order to protect their property from fire.

We will not cover you if you intentionally light a fire and it didn't comply with the Act or any other statutes or local body requirements concerning the lighting of fires.

### Extended liability

Provided all the requirements for cover are met, we will extend the Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977 benefits to provide cover where your legal liability:

- Arises as a bailee for **accidental** loss or damage to someone else's property under your care and control
- Arises from the use of your lifestyle block for hunt club meetings
- Arises from social and recreational activities organised by you at your lifestyle block
- Is for **accidental** loss or damage to motor vehicles while the vehicles are on any part of your lifestyle block made available by you for your visitors' use.

### We won't pay

We won't pay under any of these legal liability benefits for loss or damage to property owned by you, or liability relating to any business or employment (other than part-time babysitting), or liability relating to the ownership, possession or use of any mechanically propelled vehicle (except ride-on mowers and other domestic garden appliances, remote controlled models, children's battery powered or mechanically propelled motor toys up to 50CC, wheelchairs and mobility scooters), trailer, aircraft, boat or watercraft.

Liability assumed by agreement is also not covered (unless you would have been liable anyway) except liability normally agreed to by a landlord under a standard form tenancy or lease agreement.

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

### Limits on what we will pay under Property owner's liability

In respect of any one event, we will pay:

- For loss or damage to someone else's property, up to \$2,000,000
- For **bodily injury**, up to \$1,000,000
- For liability under the Forest and Rural Fires Act 1977, up to \$1,000,000
- For liability as a bailee, up to \$5,000.

In addition, where your legal liability is to pay **damages**, or costs and levies under the Forest and Rural Fires Act 1977, we will pay your legal defence costs and expenses incurred with our prior written consent. However we will not pay your legal defence costs and expenses in relation to an offence or where your legal liability is to pay **reparation**.

### Multiple benefits

Our liability to you under all legal liability benefits (Liability for **damages**, Liability for **reparation** and Forest and Rural Fires Act 1977), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 for any one event plus your legal defence costs and expenses incurred with our consent as provided in the policy.

### Farm bikes, tractors and trailers

We will pay the **market value** up to the **sum insured** shown on your **schedule** for **accidental** loss or damage to any unregistered farm bikes, tractors or trailers. However where the loss or damage is as a result of fire or theft we will only pay if this happens at your lifestyle block.

### Damage caused by authorities

We will pay for damage to your lifestyle block buildings caused by government or local authorities if the damage was necessary to prevent other loss or damage that is covered by your policy.

### Sale and purchase

If you have signed a contract to sell your lifestyle block, the purchaser is covered under this policy until they take possession of your lifestyle block or until settlement, whichever is earlier, provided they are not covered under another policy. The terms, conditions and exclusions of this policy apply to both you and the purchaser as if you were jointly insured.

### Statutory requirements

Where we pay to rebuild or repair the lifestyle block, we will pay the costs required to rebuild or repair the damaged portion of the lifestyle block needed solely to comply with government or local authority statutes, by-laws, or regulations, provided that:

- You were not aware of, or you had not been served with, notice of the failure of the lifestyle block to comply with such statutes, by-laws, or regulations prior to any loss;

- There has not been an entry made on your Certificate of Title as required by section 74 of the Building Act 2004, unless we have agreed in writing to provide the cover relating to such entry prior to any loss or damage;
- The costs do not relate to design issues that are otherwise excluded under this policy;
- The damaged portion of the lifestyle block complied with relevant statute or local body regulation at the time it was built and at the time of any alteration to it, or if not compliant at those times, had subsequently been certified as being compliant;
- We will pay the cost of compliance for only that part of the lifestyle block that has suffered physical damage covered by this policy and which relates solely to the repair of the lifestyle block for that damage. We will not pay for any undamaged part of the lifestyle block, whether or not it complies with any statute or local body regulation;
- Where the lifestyle block is registered with the New Zealand Historic Places Trust, we will not pay for any additional costs or fees required to comply with any heritage covenant(s) that apply to the lifestyle block.

## SPECIAL EXCESS

If your lifestyle block is let to **tenants** other than you, an additional excess of \$250 applies to every claim.

## THE EXCLUSIONS

### We won't pay for...

Loss or damage to:

- Bulk fertilisers and wrapped silage in the open
- Hay, straw and lucerne unless caused by fire, lightning or spontaneous combustion
- Lifestyle block assets while they are in transit
- Livestock, except for the cover provided under the Worrying of stock benefit
- Money, negotiable securities or documents
- Submersible pumps and their motors, except for the cover provided under the Fusion of electric motors benefit
- Trees, growing crops, hedges, shelter belts, retaining walls, land, drainage systems, dams, reservoirs, canals, culverts, aqueducts, tunnels, bridges, docks, piers, wharves, breakwaters or mining property located underground.

Loss or damage caused by or as a result of any of the following:

- Mechanical or electronic breakdown or failure unless actual burning out occurs. However where arcing occurs in any lighting or heating element, fuse, protective device or electronic contact, loss or damage is always excluded
- Any defect in design or inherent fault
- Wear and tear
- Insects or vermin (except by opossums)

- Any defect in workmanship or any damage caused by any cleaning process, renovating, repairing or restoring any property, but only in respect of the property that has undergone that process.

However, we will cover any resulting loss or damage provided it is not also excluded.

Loss or damage caused by or as a result of any of the following:

- Corrosion or rust
- Humidity, discolouration, contamination or the action of light
- The action of micro-organisms, mould, mildew, rot, fungi or any other gradual cause
- Lifting or moving any lifestyle block buildings
- Any structural changes to your lifestyle block buildings such as the removal of any external wall or roof cladding, unless we have been notified prior to the work being carried out and have agreed in writing to maintain your cover
- Vibration, weakening or removal of support
- Burglary, theft, malicious or deliberate damage committed by anyone who normally lives with you including a boarder, any guest onto your lifestyle block or any **tenant** or guest of a **tenant** (but we will cover loss or damage from fire or explosion following malicious or deliberate damage by **tenants** or their guests)
- Your deliberate or reckless failure to comply with any determination, policy, consent, compliance schedule, notice or regulation made pursuant to any Act, regulation or by-law
- Earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these (except where cover is provided under the **Natural disaster** benefit), subsidence, settling, ground heave, shrinkage or erosion.

Loss or damage caused by or as a result of storm, rain, snow, hail, **flood** or windstorm to your:

- Lifestyle block produce and other lifestyle block assets whilst they are in the open
- Lifestyle block buildings during construction or alteration.

Any loss or damage caused by or as a result of unexplained disappearances or shortages.

Any loss or damage that happens while your lifestyle block is **unoccupied**, unless we are aware that your lifestyle block is a holiday or weekend home or we agreed in writing to maintain your cover whilst your lifestyle block was **unoccupied**.

If your lifestyle block is normally used as a holiday or weekend home, we won't cover any loss or damage that happens while it is **unoccupied** unless:

- It is kept in a tidy condition;
- All external doors and windows are kept locked;

- All papers and mail are stopped or collected each week;  
and
- Your home is under regular supervision.

Your legal liability:

- As a bailee, except to the limited extent under the Bailee's liability benefit
- Arising in any way from the unjustifiable dismissal of, or other personal grievance with, an employee.

**General exclusions that apply to the whole policy are detailed under the General terms and conditions section at the start of this document.**

## 5. DICTIONARY

The following words marked in **bold** have special meanings whenever used in the policy:

### **Accessory, accessories**

means entertainment, communication and navigation systems or radar detectors in or on a vehicle or boat, including any spare parts that attach to them; child restraints/seats; tools and breakdown equipment permanently kept in your vehicle or boat or purchased by you to repair your vehicle or boat; car seat covers, first aid kit, torch, fire extinguisher and maps; and any other equipment permanently fitted to your vehicle or boat.

### **Accident**

means a sudden and unforeseen event that causes physical loss or damage that was not intentionally caused or expected by you.

### **Accidental, accidentally**

means sudden and unforeseen, and not intentionally caused or expected by you.

### **Act of terrorism**

means an act, including but not limited to the use of force or violence or the threat of that, including the intention to influence any government or to put in fear the public or any section of the public, which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

### **Agreed value**

means the amount shown on your **schedule** as the agreed value of the vehicle if you have chosen this **cover type**. This is the most we will pay for any claim. The agreed value remains unchanged for the entire **period of insurance** but is adjusted at each renewal. When we agree a value it is checked against **Red Book** to ensure it is a fair valuation of the vehicle. Agreed value is GST inclusive.

### **Approved repairer**

means an individual or business approved by us to repair or replace your property.

### **Avoid**

means we will void your policy from the start date, as though your policy never existed. If we avoid your policy, any premiums collected for the current **period of insurance** will be refunded but we will require you to pay back what we have paid for all claims.

### **Bodily injury**

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

### **Cover type**

means one of the various types of insurance cover available under this policy. Please note that only those cover types detailed on your **schedule** apply to you.

### **Damages**

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

### **Flood**

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

### **Healthcare practice**

means the part of your home that is exclusively used by you for carrying on the business of a health practitioner as defined by the Health Practitioners Competence Assurance Act 2003, and includes any area used by customers to access your home.

### **Home office**

means the part of your home that is exclusively used by you to conduct business of an administrative, clerical or professional nature, and includes any area used by customers to access that part of your home.

### **Injury**

means external or internal bodily injury caused solely, directly and independently of any other cause by violent, accidental, external and visible means (including exposure to the elements or by inhaling water or gas), or by medical misadventure or treatment injury (as defined in the Accident Compensation Act 2001).

### **Market value**

means the reasonable value of the property immediately before the loss or damage.

### **Natural disaster**

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

### **Period of insurance**

means the date range shown on your **schedule** when cover under your policy starts and ends.

### **Red Book**

is the vehicle pricing service used by Vero to determine fair used car values at policy issue, at renewal and at claim time.

### **Rent**

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

**Reparation**

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

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

**Schedule**

means the most recently issued policy schedule, endorsement, expiry notice or renewal notice issued to you.

**Sum insured**

means the value stated in your **schedule** for a particular item.

**Tenancy agreement**

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

**Tenanted**

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

**Tenant, tenants**

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

**Total loss**

means that we have declared that the property is damaged beyond economic repair or is stolen and remains unrecovered.

**Uninhabitable**

means your home is no longer a safe or sanitary place to live, as determined by government or local authorities, or by us, due to physical damage or possible or impending physical damage to your home, and notice to this effect has been issued. It does not mean a disinclination by you or your **tenant/s** to remain occupying an otherwise safe or sanitary home.

**Unoccupied**

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



