
Home, Contents, Vehicle and Boat Cover

This is your Westpac Home, Contents, Vehicle and Boat Cover Policy. It is an important document and should be kept in a safe place. Please take the time to read this document.



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We welcome you

Introduction

Westpac Home Cover, Contents Cover, Vehicle Cover and Boat Cover are sold through *Westpac* for Lumley, a business division of IAG New Zealand Limited (IAG). These covers have been specifically designed to meet *Westpac* customers' needs. *Westpac* has arranged the covers and IAG underwrites them.

This Policy consists of:

- this Policy Wording, and
- the *schedule*.

This Policy Wording consists of 4 Sections:

- Section 1 *Westpac* Home Cover
- Section 2 *Westpac* Contents Cover
- Section 3 *Westpac* Vehicle Cover
- Section 4 *Westpac* Boat Cover.

You only have the Sections shown in *your schedule*.

In this Policy some words are in italics e.g. *loss*. This indicates that the words have a special meaning. Please refer to the Section 'Meaning of words', to find out the meaning.

You can contact us at any time on our toll free phone numbers:

Customer service **0800 809 378**

Claims **0800 309 378**

Your 30 day free look

Please read this Policy carefully. If it is not suitable to *you*, *you* may return it to *us* within 30 days of it starting. We will regard this cover as never commencing. *You* will receive a complete refund of any premium *you* have paid.

Your premium payment

In return for *you* paying the premium to *us*, we provide the cover explained in this Policy for the Sections *you* have selected.

Headings

The headings in this Policy do not form part of it and are not to be referred to in interpreting it.

Your reminder list

We remind *you* of the following requirements that can affect *your* cover under this Policy. Please keep them in mind so *your* valuable cover is not at risk. This list is a summary only of the main requirements:

All covers

(a) **Change in circumstances**

Please advise *us* immediately of any material change in *your* circumstances from those that existed when *you* took out this insurance. For example, please advise *us* of any criminal convictions since the Policy started.

(b) **Change of address**

You must tell *us* if *you* move. This insurance and the premium payable is based on *your* current location, which is shown in the *schedule*.

(c) **Double insurance**

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

(d) **Duty of disclosure**

When *you* arranged this Policy *you* had a duty to disclose to *us* all information that a prudent insurer would want to take into account when considering whether to insure *you*, and if so on what terms. If *you* have omitted something please tell *us* immediately.

When *you* make a claim *you* must be truthful, as any dishonest or fraudulent statement may result in the claim not being paid and/or *your* Policy being cancelled.

(e) **Premiums**

You must pay the premium within 30 days of the due date otherwise *we* can cancel *your* Policy. *Your* premium must be fully paid before *we* will meet any claim.

(f) **Reckless**

You must take care of the property *you* insure and not be reckless.

(g) **Truthful**

This Policy is based on honesty. *You* must be entirely truthful with *us* at all times.

(h) **Joint insurance**

Where this Policy covers the interest of more than one party, any action, or failure to act by one party which will mean that there is no cover under this Policy, will prejudice the rights of all parties so that there is no cover for any party under this Policy.

Westpac Home Cover

(a) **Alterations to the home**

You must tell *us* if *you* intend to lift or shift *your* home or remove any structural support or roofing materials. Cover may be available for this on request.

(b) **Change of occupancy**

You must tell *us* if the occupancy of the home changes. For example *your* owner occupied home changes to a rented home.

(c) **Residential use**

Your home must only be used for private residential purposes (although it may include a home office). If this is not the case, *you* must tell *us* immediately. *We* may be able to continue *your* cover however *we* may wish to change the terms to fairly reflect this change before *we* agree to do this.

(d) **Unoccupancy**

Cover is suspended if no one has been living at the *home* for more than 60 consecutive days. This does not apply for holiday homes. Please notify *us* as soon as *you* become aware that this might happen. *We* may be able to continue *your* cover, however, *we* may wish to change the terms of *your* cover to fairly reflect this change before *we* agree to do this. Cover will automatically resume as soon as the *home* is lived in again.

Westpac Contents Cover

(a) **Alterations to the home**

You must tell *us* if *you* intend to lift or shift *your home* or remove any structural support or roofing materials. Cover may be available in these circumstances on request.

(b) **Change of occupancy**

You must tell *us* if the occupancy of the place *you* live in changes. For example *you* change from living on *your own* to living with flatmates.

(c) **Location**

Your contents are covered while they are located at the situation named in the *schedule* and whilst temporarily anywhere else in New Zealand. They are not covered if they are permanently somewhere else, or while they are being moved to a new location. Please contact *us* if *you* want to arrange cover for this. If *you* move, *you* must tell *us* within 14 days of *your* new location for cover to continue at the new location.

(d) **Residential use of the situation**

The situation must only be used for private residential purposes (although it may include a home office). If this is not the case *you* must tell *us* immediately. *We* may be able to continue *your* cover however *we* may wish to change the terms to fairly reflect this change before *we* agree to do this.

(e) **Unoccupancy**

Cover is suspended if no one has been living at the *home* for more than 60 consecutive days if *you* have selected Full Cover or more than 30 consecutive days if *you* have selected Renters' Cover. This does not apply for holiday homes. Please notify *us* as soon as *you* become aware that this might happen. *We* may be able to continue *your* cover however, *we* may wish to change the terms of *your* cover to fairly reflect this change before *we* agree to do this. Cover will automatically resume as soon as the *home* is lived in again.

Westpac Vehicle Cover

(a) **Change of ownership, use or regular driver**

You must tell *us* if there is any change of ownership or use of *your vehicle* or a change of regular driver. For example, if *you* start using *your vehicle* for business use, or if *your son* or daughter starts using *your vehicle* on a regular basis.

(b) **Driving or traffic offences**

You must tell *us* if *you* or any other driver is charged with or fined for any driving or traffic offence (other than parking infringements) or their licence is suspended or revoked for any reason.

(c) **If you purchase a vehicle**

If *you* replace *your vehicle* or purchase another *vehicle*, *we* will cover *your new vehicle* if its *market value* is no more than \$100,000, however *you* must tell *us* within 30 days of the date of purchase, and *we* may change the terms of cover to fairly reflect this change.

(d) **Modifications or changes**

Modifications to a *vehicle* can invalidate *your* insurance. Please check with *us* before *you* start any modifications or changes. For example *you* lower *your vehicle*, change the *vehicle's* engine, modify the exhaust system, change the stereo or add a racing steering wheel.

Westpac Boat Cover

(a) **Cover for jet boats**

Jet boats are only covered while being used in waters navigable by propeller driven boats.

(b) **Moorings**

If *your boat* is permanently moored the mooring must comply with regulations and must be inspected at least every 3 years.

(c) **Theft**

You must adequately secure *your boat* whilst it is unattended.

How *you* can claim under each cover

What *you* must do

You must:

- immediately tell *us* of any event that might result in a claim. *You* can contact *us* at any time on *our* toll free phone number 0800 309 378
- if an item is lost, *you* must tell the Police if *we* request it
- complete *our* claim form if *we* request it
- immediately tell the Police if *you* suspect a crime has been committed
- try to reduce any further *loss* or liability
- give *us* free access to examine and assess the circumstances of the claim
- take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses
- immediately send *us* any communication received from any other person in relation to the claim
- co-operate with *us* at all times, and complete any documentation *we* require, including any statutory declaration
- authorise disclosure of *your* personal information to *us* held by anyone else in connection with the claim
- authorise disclosure of *your* personal information held by *us* to anyone else in connection with the investigation and administration of *your* claim.

You or anyone else entitled to cover under this Policy must tell *us* immediately if *you* or they are charged with any offence in connection with the use of the *vehicle, boat* or any other private vehicle or private watercraft, which resulted in *loss* of property or *bodily injury* to another person.

What *you* must not do

You must not:

- dispose of any property involved in a claim, without *our* prior consent
- incur any expense, without *our* prior consent, except in order to minimise any claim
- make any claim which is fraudulent in any respect. Otherwise, *we* may decline the entire claim and cancel this Policy
- make any untruthful statements in relation to any claim.

Liability claims

- *You* must not admit responsibility for any claim situation, or try to negotiate, defend or settle any alleged liability.

- We have the sole right to act in *your* name and on *your* behalf to negotiate, defend or settle any liability claim.
- We may choose the lawyer to represent *you* and *us* and he or she reports directly to *us*.
- We may settle any liability claim by paying the maximum amount payable under this Policy (or any lesser amount for which the liability can be settled), including costs and expenses incurred to date.
If we do so, this meets *our* obligations under this Policy in full.

You or anyone else entitled to cover under this Policy must obtain *our* agreement before *you* or they negotiate, offer to pay or pay any *reparations*, including but not limited to, offers made as part of any case management conference or sentencing hearing.

Recoveries

Once *we* have accepted a claim, *we* may pursue in *your* name any legal right of recovery *you* may have. If we do this, it will be at *our* expense.

Section 1: Home Cover

What *you* are insured for

We cover *you* against sudden, *accidental loss* to *your home* during the *period of insurance*.

What *you* are also insured for (these benefits are included in *your sum insured*)

These benefits are provided on the same terms. If *you* have the same benefit with *us* elsewhere *you* can only claim once.

Gradual damage protection

We will cover *you*, for the cost of repairing damage to *your home* if it suffers *loss* by:

- mildew, or
- rot, or
- hidden gradual deterioration

caused by water that *accidentally* leaks or overflows from any internal water pipe or internal waste disposal pipe permanently installed at *your home*.

However the leak or overflow must first occur and the *loss* must first be discovered when:

- *you* own the *home*, and
- *we* insure *your home*.

We will pay up to \$3,000 to repair the resulting damage (including the cost of locating the leak). *We* do not pay for the cost of repairing the leak.

We deduct the *excess* shown in the *schedule* from the amount of *your claim*.

Landlord's chattels

If the *schedule* shows the occupancy of the *home* as 'landlord', *we* will also cover *your* appliances, furniture, carpets, blinds and drapes that remain in *your home* while it is tenanted.

We will pay their *present day value* only, up to a maximum of \$5,000.

We deduct the *excess* shown in the *schedule* from the amount of *your claim*.

Landscaping

If *your home* suffers *loss* covered by this Section, we will also pay for the reasonable costs of restoring any resultant damage to *your garden*, including any necessary re-landscaping.

If *your garden* suffers *loss* during the *period of insurance* because of a fire, or impact by a vehicle, (whether or not there is *loss* to the *home*), we will also pay for the reasonable costs of restoring the part of *your garden* that has been damaged.

We will pay up to \$3,000. *Your standard excess* does not apply.

Security after loss

If *your home* suffers *loss* covered by this Section, we will also pay the reasonable costs (approved by us) to temporarily secure *your home* against further loss or damage if *your home* cannot be lived in following that *loss*. We will pay up to \$2,000. *Your standard excess* does not apply.

Lost or stolen keys

Where any key, remote door opener, swipe card or similar device giving access to *your home* that you permanently live in is:

- lost, or
- stolen, or
- believed on reasonable grounds to have been duplicated without *your* permission

during the *period of insurance*, we will cover the costs to replace those keys and alter or replace the locks which they are used for. We will pay up to \$2,000. *Your standard excess* does not apply.

Selling your home

If *your home* suffers *loss* covered by this Section after you entered a contract to sell *your home*, we will cover the purchaser of *your home* under this Policy for any loss of deposit suffered by the purchaser as a result of that *loss*, up until the earlier of the final settlement date, and the date the purchaser takes possession of *your home*.

However, the purchaser must meet all the same conditions of this Section and must not have already insured the *home* at the time of the *loss*.

'Natural disaster damage' benefit

The 'Natural disaster damage' benefit on page 36 of this Policy Wording applies to this Section also.

What you are also insured for (these benefits are additional to your sum insured)

These benefits are provided on the same terms. If you have the same benefit with us elsewhere, you can only claim once. *Your standard excess* does not apply.

Fatal injury

If you or your spouse dies as a direct result of injury suffered in a fire or burglary at *your home* during the *period of insurance*, we will pay \$5,000 to your estate. The death must occur within 90 days of that injury.

The most we will pay is \$10,000.

Loss of rent

If *your home* is rented and cannot be lived in because of *loss* covered by this Section we will pay any loss of income from rents receivable for the time reasonably needed to repair or rebuild *your home*.

We will pay for up to twelve (12) months from the date of the *loss*, to a maximum of \$20,000.

Owner's legal liability

We insure *you* against:

- *your* legal liability as owner of *your home* for:
 - *loss* to anyone else's property, or
 - *bodily injury* to any personduring the *period of insurance* as the result of any *accident* which happens at the *home* or any residential land belonging to it
- any amount *you* are legally required to pay under Sections 43, 46 or 46A of the Forest and Rural Fires Act 1977 in connection with an *accident* which happens during the *period of insurance* arising from *your* ownership of *your home* or any residential land belonging to it
- reasonable costs and expenses, incurred with *our* prior consent, in relation to any alleged legal liability which, if proven, is covered under this benefit.

This benefit will not cover *you* for:

- liability caused by, or in connection with, or arising from:
 - the ownership or use of any:
 - (a) mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair or electric mobility scooter for personal use only)
 - (b) trailer
 - (c) caravan
 - (d) boat or watercraft
 - (e) aircraft or aerial or spatial device
 - any business, profession or employment, or earning of any income
 - an agreement, unless *you* would have been liable anyway, even without the agreement
- liability for damage to property belonging to *you* or any person who is living at the *home* or property under *your* (or their) care or control
- liability for *bodily injury* to *you* or any member of *your* household or any person who has a family or business relationship with *you*
- any fine, or any punitive, exemplary or aggravated damages
- liability in connection with any seepage, pollution or contamination including the clean-up costs, unless the seepage, pollution or contamination happens during the *period of insurance* and is caused by a sudden, *accidental event* which happens during the *period of insurance*.

We will pay up to \$100,000 for legal liability for *bodily injury*, and \$2,000,000 in total for all liability for one *event*. This includes any costs and expenses.

Special benefits for Westpac home loan customers – total loss package

If we pay a claim for the *total loss of your home* under this Section and the loan on *your home* is with Westpac, we will pay Westpac:

- up to \$1,500 a month for a maximum of three months towards the repayments on *your home* loan, and
- up to \$1,500 for any penalty payments for early repayment of a fixed rate home loan.

Stress benefit

If we pay a claim for the *total loss of your home* then we will pay you an extra \$1,000 for the stress caused by the loss.

Temporary accommodation

If you are living in the *home* as your permanent residence and the *home* cannot be lived in because of loss covered by this Section, we will pay the reasonable additional costs you incur for:

- your temporary accommodation, and
- moving *contents* to the temporary accommodation and returning them to *your home*, and
- moving *contents* to a secure storage facility and for storage costs while you are in temporary accommodation, and returning them to *your home*, and
- the boarding out of your domestic cats and dogs normally kept at *your home*.

We will pay for up to twelve (12) months to a maximum of \$25,000.

Post Event Inflation Protection

We may, at our discretion, pay an amount in addition to the sum insured if *your home* suffers loss covered by this section by a:

- natural disaster, or
- flood or storm,

that occurs in the vicinity of *your home* and causes widespread loss in the area where *your home* is situated. This benefit will only apply if we settle your loss by repair or rebuild and the actual cost of repair or rebuild has, in our reasonable opinion, significantly increased due to increases in the costs of building materials, transport and labour as a direct result of a statistically proved surge in demand due to the widespread loss.

We will pay up to 10% of the sum insured shown in the *schedule* for *your home*.

Optional benefits

The following benefits are Optional benefits.

Cover applies only if you have purchased a particular benefit and it is shown in your *schedule*. These benefits are subject to the terms of this Policy, except where the terms are varied in the benefit. The amounts payable under these benefits are included in the *home* sum insured unless expressly stated otherwise within the benefit.

Landlord's chattels – extended cover

The limit for Section 1: Home Cover, Landlord's Chattels is increased to \$15,000.

Deliberate damage

Section 1: Home Cover is extended to cover:

1. any sudden and *accidental loss* that occurs during the *period of insurance* to the *home* and/or the landlord's chattels, caused by:
 - (a) an intentional act, or
 - (b) vandalism, or
 - (c) theft.by:
 - i. a *tenant*, or
 - ii. any guest of a *tenant*, or
 - iii. a person who lives at the *home*.The most we will pay is \$25,000 per *event*.
The excess shown in the *schedule* applies to any *event*.
2. loss of rent due to the *home* being left unable to be lived in as a result of any *loss* covered under 1. above.
The most we will pay is 52 weeks' rent for any *event*.

No claim is payable unless the *landlord's obligations* have been met.

Rent protection

Section 1: Home Cover is extended to cover:

1. loss of rent where the *tenant* can legally stop paying rent under the tenancy agreement because of:
 - (a) prevention of access, or
 - (b) failure of public utilities,to the *home* during the *period of insurance*.
The most we will pay is 6 weeks' rent for any *event*.
An excess equivalent to 1 week's rent, or \$250 (whichever is the greater) applies to any *event*.
2. loss of rent following the *tenant* vacating the *home* without giving the required notice during the *period of insurance*.
The most we will pay is 6 weeks' rent for any *event*, less any amount recoverable by *you* from rent paid in advance.
An excess equivalent to 1 week's rent, or \$250 (whichever is the greater) applies to any *event*.
3. loss of rent following eviction of the *tenant* for non-payment of rent during the *period of insurance*.
The most we will pay is 12 weeks' rent for any *event*, less any amount recoverable by *you* from rent paid in advance.
An excess equivalent to 1 week's rent, or \$250 (whichever is the greater) applies to any *event*.
The most we will pay is \$20,000 in rent for any *event*.

No claim is payable unless the *landlord's obligations* have been met.

What you receive

If *you* choose to repair or rebuild *your home*, the following applies:

- We pay the costs actually incurred to repair or rebuild it to substantially the same condition and extent as when it was new, or at *our* option the cash equivalent, limited to the sum insured shown in the *schedule*.

Included in these costs are:

- any additional costs to repair or rebuild the damaged portion of the *home* which are required solely to comply with any current legal requirements, provided that:
 - (a) *you* did not receive notice of these requirements before the *loss* occurred, and
 - (b) *your home* complied with the existing requirements at the time it was originally built, and at the time of any alterations
- architects', engineers', and surveyors' fees to rebuild or repair the *home* if they have been authorised by *us*, and
- the cost actually incurred to demolish and remove debris including *contents*
- We will pay for building materials and construction methods commonly used at the time of the *loss*
- *You* must co-operate to ensure that any repairing or rebuilding is carried out promptly.

We deduct the *excess* shown in the *schedule* from the amount of *your* claim.

If *you* choose not to repair or rebuild *your home*, *you* receive the following, limited to the sum insured shown in the *schedule*:

- payment of its *present day value* at the date of the *loss*. If *your home* is mortgaged, we may make payment to the mortgagee up to the extent of its interest. This payment discharges *our* liability to *you* to that extent, and
- the costs of demolition and removal of debris and *contents*, provided these costs are actually incurred as a reasonable and necessary expense as a result of the *loss*.

We deduct the *excess* shown in the *schedule* from the amount of *your* claim.

What *you* are not insured for

This insurance does not cover any *loss* which is, or arises from:

- wear and tear
- mildew, rot, corrosion, rust, or gradual deterioration (other than the cover provided under the 'Gradual damage protection' benefit)
- mechanical, electrical or electronic break-down (however we will cover *accidental loss* to any part of household electrical equipment caused by the actual burning out of that part except where burning out is due to wear and tear)
- defect in materials, workmanship or design
- insects or vermin other than possums
- any process of cleaning, repairing or restoring
- the action of light
- animals which *you* own or which are in *your* care, custody or control, except for the first \$1,000 of the cost of repairs.

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover *loss* to any other part or item not otherwise excluded.

Also not covered is any *loss* which is, or arises from:

- theft or deliberate damage (other than fire or explosion) by any person lawfully at the *home*
- lifting or shifting the *home* (including preparatory work) or the removal of structural support or any part of the roof

- structural additions or structural alterations unless agreed in writing by us
- storm, flood or landslip that occurs during the first 48 hours of the inception of this Policy. This exclusion does not apply if this Policy replaces another insurance policy that provides cover on the same *home* or if this Policy commenced at the time you purchased the *home*
- land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the 'Natural disaster damage' benefit on page 36 of this Policy)
- underground water pressure.

General exclusions

The general exclusions on page 37 of this Policy Wording contain further exclusions to this Section.

Special conditions

Floor and window coverings limitation

We will only pay for the cost of replacing or repairing floor and window coverings in the room in which the *loss* occurs.

Limitation on rental or holiday homes

If at the time of the *loss your home*, or a part of *your home*, is lent or tenanted to anyone, or if it is a holiday home, then claims for:

- glued floor coverings, or
- wall coverings, or
- burning out of household electrical equipment

over five years old are limited to payment of their *present day value* at the time of the *loss*.

Residential use only

Your home must be used only for private residential purposes (which may include a home office) unless you advise us and we agree otherwise in writing. We may be able to continue *your cover* however we may wish to change the terms to fairly reflect this change before we agree to do this.

Unoccupancy

This cover is suspended immediately if *your home* is not lived in for more than 60 consecutive days, unless you have given us prior notice of this and we have agreed in writing. If you do, we may amend the terms of this cover to fairly reflect this change with immediate effect. Cover automatically resumes as soon as someone starts living in it again.

This condition does not apply if the *home* is a holiday home.

Landlord obligations

You or your agent must take care to select tenants of *your home* by obtaining and documenting written or verbal references, completing an internal and external inspection of *your home* at a minimum of 3 monthly intervals and upon change of tenants and keeping a written record of each inspection.

Section 2: Contents Cover

Types of cover available

There are two different types of cover available under this Section:

- Full Cover
- Renters' Cover.

The type of cover *you* have selected is shown on the *schedule*.

Full Cover

What *you* are insured for

We cover *you* against sudden, *accidental loss* to *your contents* during the *period of insurance*.

What *you* are also insured for (these benefits are included in *your sum insured*)

These benefits are provided on the same terms. If *you* have the same benefit with *us* elsewhere *you* can only claim once.

Business equipment

We cover property used in connection with a profession or business carried on by *you* in the *home* (these items are only insured while at the *home*).

We will pay up to \$10,000. The following sub limits and exclusions apply:

- \$5,000 in total for: computers and computer hardware and software and related media
- \$2,000 in total for: mobile phones and portable communication equipment
- \$1,000 in total for: tools of trade, plant and machinery
- \$1,000 in total for: stock in trade, materials and samples.

There is no cover for:

- money
- customers goods
- anything which is covered by any other insurance.

We deduct the *excess* shown in the *schedule* from the amount of *your claim*.

Change of situation

If *you* are changing *your permanent home* in New Zealand, we cover *your contents* once they reach *your new home*. *You* must notify *us* of their relocation within 14 days of the date the *contents* are first removed.

Cover on the *contents* at *your former home* will cease 14 days after the *contents* are first removed, unless we agree otherwise.

Contents in the course of removal or transit (including loading and unloading) to the new *home* are not covered.

Credit card/cheque cover

If *you* or *your* spouse living with *you*:

- dies, or
- becomes totally disabled for a period exceeding six weeks

as a result of an *accident* in New Zealand during the *period of insurance*, we will pay the outstanding balance on *your* credit cards as at the date of the *accident* to a maximum of \$500.

If *your* credit card or ATM/EFTPOS card or cheque book is:

- lost or stolen, and
- used fraudulently

during the *period of insurance* by any person not related to *you* or living at *your home*, we will pay up to \$500 towards the money lost which is not recoverable from any other source. *Your* standard excess does not apply.

Gradual damage protection

We will cover *you*, for the cost of repairing *your contents* if they suffer *loss* by:

- mildew or
- rot, or
- hidden gradual deterioration

caused by water that *accidentally* leaks or overflows from any internal water pipe or internal waste disposal pipe permanently installed at *your home*.

However the leak or overflow must first occur and the *loss* first discovered when:

- *you* own the *home*, and
- we insure *your contents*.

We will pay up to \$3,000 to repair the resulting damage to *your contents*.

We deduct the excess amount shown in the *schedule* from the amount of *your* claim.

Lost or stolen keys

Where any key or remote door opener, swipe card or similar device giving access to *your home* that *you* permanently live in is:

- lost, or
- stolen, or
- believed on reasonable grounds to have been duplicated without *your* permission

during the *period of insurance*, we will cover the costs to replace those keys and alter or replace the locks which they are used for.

We will pay up to \$2,000. *Your* standard excess does not apply.

'Natural disaster damage' benefit

The 'Natural disaster damage' benefit on page 36 of this Policy Wording applies to this Section also.

Overseas travel

We cover *you* for *loss* to:

- *your* clothing, personal effects and baggage, and

- *your* articles of jewellery and valuables specified in the *schedule*,

that *you* take with *you* while travelling to and from, and in Australia or the Pacific Islands for a period of no more than three weeks, from the time *you* leave New Zealand.

We will pay *you* up to \$5,000.

We deduct the *excess* amount shown in the *schedule* from the amount of *your* claim.

Waiver of excess following burglary

If *you* suffer a burglary, and *your* monitored burglar alarm is activated and is responded to by a registered security guard, *you* do not pay any *excess* on *your* claim under this cover.

Wedding or Christmas gifts

We cover:

- wedding gifts, or
- Christmas presents

belonging to others, temporarily stored in *your home*.

We deduct the *excess* shown in the *schedule* from the amount of *your* claim.

Young persons benefit

We cover the *contents* of *your* children under the age of 21 while they are living away from *home* at boarding school or in accommodation supplied by an educational institution. Cover excludes theft (unless following actual forcible and violent entry to or exit from a building) and property lost or mislaid.

We will pay *you* up to \$500 per item and \$5,000 in total per person.

We deduct the *excess* shown in the *schedule* from the amount of *your* claim.

What *you* are also insured for (these benefits are additional to *your* sum insured)

These benefits are provided on the same terms. If *you* have the same benefit with *us* elsewhere *you* can only claim once.

Fatal injury

If *you* or *your* spouse dies as a direct result of injury suffered in a fire or burglary at *your home* during the *period of insurance*, we will pay \$5,000 to *your* estate. Death must occur within 90 days of that injury.

The most we will pay is \$10,000.

Personal liability

We insure *you* and members of *your* family that live permanently with *you* at the *home* for:

- *your* and their legal liability for:
 - *loss* to anyone else's property, or
 - *bodily injury* to any person

during the *period of insurance* as the result of any *accident* occurring anywhere in New Zealand, Australia and the Pacific Islands

- any amount *you* or they are legally required to pay under Sections 43, 46 or 46A of the Forest and Rural Fires Act 1977 arising from an *accident* during the *period of insurance*

- reasonable costs and expenses, incurred with *our* prior consent, in relation to any alleged legal liability which, if proven, is covered under this benefit.

This benefit will not cover *you* or them for:

- liability caused by, or in connection with, or arising from:
 - the ownership or use of any:
 - (a) mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair or electric mobility scooter for personal use only)
 - (b) trailer
 - (c) caravan
 - (d) boat or watercraft unless it is defined as *contents* in the 'Meaning of words' Section
 - (e) aircraft or aerial or spatial device unless it is a model or toy not able to carry more than its own weight
 - any business, profession or employment, or earning of any income
 - an agreement, unless *you* would have been liable anyway, even without the agreement
 - the ownership of any land or building
- liability for damage to property belonging to *you* or any person who is living at the *home* or property under *your* (or their) care or control
- liability for *bodily injury* to *you* or any member of *your* household or any person who has a family or business relationship with *you*
- any fine, or any punitive, exemplary or aggravated damages
- liability in connection with any seepage, pollution or contamination including the clean-up costs, unless the seepage, pollution or contamination happens during the *period of insurance* and is caused by a sudden, *accidental event* which happens during the *period of insurance*.

We will pay up to \$100,000 for legal liability for *bodily injury*, and \$2,000,000 in total for all liability for one *event*. This includes any costs and expenses.

Stress benefit

If we pay a claim for the full *contents* sum insured then we will pay *you* an extra \$1,000 for the stress caused by the loss.

Temporary accommodation

If *you* are living in the *home* as *your* permanent residence and the *home* cannot be lived in because of loss covered by this Section or loss to the *home*, we will pay the reasonable additional costs *you* incur for:

- *your* temporary accommodation, and
- moving *contents* to the temporary accommodation and returning them to *your home*, and
- moving *contents* to a secure storage facility and for storage costs while *you* are in temporary accommodation, and to return them to *your home*, and
- the boarding out of *your* domestic cats and dogs normally kept at *your home*.

We will pay for up to twelve (12) months, to a maximum of \$25,000.

What you receive

If *your* item of *contents* is damaged and is economic to repair, we will:

- repair it as closely as possible to its condition before the *loss* occurred, or
- pay *you* the cost of doing so.

If *your* item of *contents* is lost or is uneconomic to repair, we will:

- pay the cost of replacing it as closely as possible with the equivalent new item, or
- pay *you* the cost of doing so.

For the following items the cost of replacement or repair is limited to their *present day value*:

- bicycles
- books
- camping equipment
- compact discs, DVDs, DVD player, portable music player and game console or similar electronic devices, records, audio or video tapes
- clothing or footwear
- computer software and related media
- household linen
- items acquired second-hand (other than items purchased with the *home*)
- property used in connection with earning any income (refer to the 'Business equipment' benefit on page 12)
- sporting equipment
- watches
- watercraft or outboard motors, including their spare parts, accessories or associated equipment
- items which *you* have decided not to replace or repair.

We deduct the *excess* shown in the *schedule* from the amount of *your* claim.

Subject to the Limits set out below, the most we will pay for any one *event* is the sum insured shown in the *schedule*.

Limits

Unless specified in the *schedule* we will not pay more than:

\$3,000

- for any item of jewellery or watch (the limit of \$3,000 applies unless we receive a valuation prior to the *loss* confirming its sum insured)
- for any fur
- for any camera or item of photographic equipment
- for any motorised garden implement
- for any bicycle or item of sporting or camping equipment
- for any mobile phone
- for each collection of any of the following: stamps, medals, coins, telephone cards, or firearms.

\$10,000

- for any one painting or work of art and \$200,000 in total for all paintings and works of art.

We will not pay more than:

\$500

- in total for all of the following: money, gold or silver or precious metals, unset precious or semi-precious stones, negotiable securities and documents of any kind.

\$3,000

- in total for: watercraft and outboard motors, including their spare parts, accessories and associated equipment
- in total for: spare parts, accessories and associated equipment which belong to but are not in or on any motor vehicle, motorcycle, caravan, trailer, aircraft or other aerial or spatial device.

If any item is subject to more than one limit, then the lesser limit applies.

What *you* are not insured for

This insurance does not cover any *loss* which is, or arises from:

- wear and tear
- mildew, rot, corrosion, rust, or gradual deterioration (other than the cover provided under the 'Gradual damage protection' benefit)
- mechanical breakdown or failure, electrical or electronic break-down or failure (however we will cover *accidental loss* to any part of household electrical equipment caused by the actual burning out of that part except where burning out is due to wear and tear)
- defect in materials, workmanship or design
- insects or vermin other than possums
- any process of cleaning, repairing or restoring
- the action of light
- animals which *you* own or which are in *your* care, custody or control, except for the first \$1,000 of the cost of repairs.

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover *loss* to any other part or item not otherwise excluded.

Also not covered is any *loss* which is, or arises from:

- storm, flood or landslip that occurs during the first 48 hours of the inception of this Policy. This exclusion does not apply if this Policy replaces another insurance policy that provides cover on the same *home* or if this Policy commenced at the time *you* purchased the *home*
- theft or deliberate damage (other than fire or explosion) by any person lawfully at the *home*
- lifting or shifting the *home* (including preparatory work) or the removal of structural support or any part of the roof
- land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the '*Natural disaster damage*' benefit on page 36 of this Policy)
- underground water pressure.

General exclusions

The general exclusions on page 37 of this Policy Wording contain further exclusions to this Section.

Special conditions

Floor and window coverings limitation

We will only pay for the cost of replacing or repairing floor and window coverings in the room in which the loss occurs.

Limitation on contents for tenants sharing

If *you* are a tenant and *you* are sharing the *home* with anyone other than *your* family, claims for *contents* over five years old are limited to the cost of their *present day value* at the time of the *loss*.

Limitation on the contents of rental or holiday homes

If at the time of the *loss*, *your home*, or a part of *your home*, is lent or tenanted to anyone, or if it is a holiday home, then claims for *contents* over five years old are limited to the cost of their *present day value* at the time of the *loss*.

Unoccupancy

This cover is suspended immediately *your home* is not lived in for more than 60 consecutive days, unless *you* have given *us* prior notice of this and *we* have agreed in writing. If *you* do, *we* may amend the terms of this Policy to fairly reflect this change with immediate effect. Cover automatically resumes as soon as someone lives in the *home* again.

This condition does not apply if the *home* is a holiday home.

Where we cover your contents

Other than where cover is provided under the 'Overseas travel' benefit, the *contents* must be at the situation in the *schedule*, or be temporarily anywhere else in New Zealand. *We* do not cover *contents* that are:

- removed from the situation for sale, storage or exhibition, or
- permanently removed from the situation (other than the cover provided under the 'Change of situation' benefit), or
- normally at some place other than the situation.

This includes *contents* in the course of removal (including loading and unloading) or transit to or from any of these places.

Residential use of the situation

The *contents* are only covered at the situation if the situation is used for private residential purposes (which may include a home office), unless *you* advise *us* and *we* agree otherwise in writing. *We* may be able to continue *your* cover however *we* may wish to change the terms to fairly reflect this change before *we* agree to do this.

Renters' Cover

What *you* are insured for

We cover *you* against sudden, accidental loss to *your contents* during the *period of insurance*.

What *you* are also insured for (these benefits are included in *your sum insured*)

These benefits are provided on the same terms. If *you* have the same benefit with *us* elsewhere *you* can only claim once.

Change of situation

If *you* are changing *your permanent home* in New Zealand, we cover *your contents* once they reach *your new home*. *You* must notify *us* of their relocation within 14 days of the date the *contents* are first removed. *Contents* in the course of removal or transit (including loading and unloading) to the *new home* are not covered.

'Natural disaster damage' benefit

The 'Natural disaster damage' benefit on page 36 of this Policy Wording applies to this Section also.

What *you* are also insured for (these benefits are additional to *your sum insured*)

These benefits are provided on the same terms. If *you* have the same benefit with *us* elsewhere *you* can only claim once.

Personal liability

We insure *you* and members of *your family* that live permanently with *you* at the *home* for:

- *your* and their legal liability for:
 - loss to anyone else's property, or
 - *bodily injury* to any personduring the *period of insurance* as the result of any *accident* occurring anywhere in New Zealand
- any amount *you* and they are legally required to pay under Sections 43, 46 or 46A of the Forest and Rural Fires Act 1977 arising from an *accident* during the *period of insurance*
- reasonable costs and expenses, incurred with *our* prior consent, in relation to any alleged legal liability which, if proven, is covered under this benefit.

This benefit will not cover *you* or them for:

- liability caused by, or in connection with, or arising from:
 - the ownership or use of any:
 - (a) mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair or electric mobility scooter for personal use only)
 - (b) trailer
 - (c) caravan
 - (d) boat or watercraft unless it is defined as *contents* in the 'Meaning of words' Section
 - (e) aircraft or aerial or spatial device unless it is a model or toy not able to carry more than its own weight

- any business, profession or employment, or earning of any income
- an agreement, unless *you* would have been liable anyway, even without the agreement
- the ownership of any land or building
- liability for damage to property belonging to *you* or any person who is living at the *home* or property under *your* (or their) care or control
- liability for *bodily injury* to *you* or any member of *your* household or any person who has a family or business relationship with *you*
- any fine, or any punitive, exemplary or aggravated damages
- liability in connection with any seepage, pollution or contamination including the clean-up costs, unless the seepage, pollution or contamination happens during the *period of insurance* and is caused by a sudden, *accidental event* which happens during the *period of insurance*.

We will pay up to \$100,000 for legal liability for *bodily injury*, and \$2,000,000 in total for all liability for one event. This includes any costs and expenses.

Temporary accommodation

If *you* are living in the *home* as *your* permanent residence and the *home* can't be lived in because of *loss* covered by this Section or *loss* to the *home*, we will pay the reasonable additional costs *you* incur for *your* temporary accommodation.

We will pay for up to six (6) months to a maximum of \$5,000.

What *you* receive

If *your* item of *contents* is damaged and is economic to repair we will:

- repair it as closely as possible to its condition before the *loss* occurred, or
- pay *you* the cost of doing so.

If *your* item of *contents* is lost or is uneconomic to repair we will:

- pay the cost of replacing it as closely as possible with the equivalent new item, or
- pay *you* the cost of doing so.

For all items apart from the following the cost of replacement or repair is limited to their *present day value*:

- computers
- furniture
- furnishings
- home appliances other than computer software and related media
- mobile phones

under 5 years old which *you* have purchased new.

We deduct the *excess* shown in the *schedule* from the amount of *your* claim.

Subject to the Limits set out below, the most we will pay for any one *event* is the sum insured shown in the *schedule*.

Limits

Unless specified in the *schedule* we will not pay more than:

\$1,500

- for any item of jewellery or watch (the limit of \$1,500 applies unless we receive a valuation prior to the *loss* confirming its sum insured)
- for any fur
- for any camera or item of photographic equipment
- for any motorised garden implement
- for any bicycle or item of sporting or camping equipment
- for any mobile phone
- for any musical instrument
- for any computer or any item of associated equipment
- for any collection of any one of the following: CDs, DVDs, or other media
- for any painting or work of art
- for each collection of any of the following: stamps, medals, coins, telephone cards, or firearms.

We will not pay more than:

\$250

- in total for all of the following: money, gold or silver or precious metals, unset precious and semi-precious stones, negotiable securities and documents of any kind.

\$1,500

- in total for: watercraft and outboard motors including their spare parts, accessories and associated equipment.

If any item is subject to more than one limit, then the lesser limit will apply.

What *you* are not insured for

This insurance does not cover any *loss* which is, or arises from:

- wear and tear
- mildew, rot, corrosion, rust, or gradual deterioration
- mechanical breakdown or failure, electrical or electronic break-down or failure (however we will cover *accidental loss* to any part of household electrical equipment caused by the actual burning out of that part except where burning out is due to wear and tear)
- defect in materials, workmanship or design
- insects or vermin other than possums
- any process of cleaning, repairing or restoring
- the action of light
- animals which *you* own or which are in *your* care, custody or control.

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover *loss* to any other part or item not otherwise excluded.

Also not covered is any *loss* which is, or arises from:

- storm, flood or landslip that occurs during the first 48 hours of the inception of this Policy. This exclusion does not apply if this Policy replaces another insurance policy that provides cover on the same property or if this Policy commenced at the time *you* first moved into the *home*
- theft or deliberate damage (other than fire or explosion) by any person lawfully at the *home*
- lifting or shifting the *home* (including preparatory work) or the removal of structural support or any part of the roof
- land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the 'Natural disaster damage' benefit on page 36 of this Policy)
- underground water pressure.

General exclusions

The general exclusions on page 37 of this Policy Wording contain further exclusions to this Section.

Special conditions

Floor and window coverings limitation

We will only pay for the cost of replacing or repairing floor and window coverings in the room in which the *loss* occurs.

Unoccupancy

This cover is suspended immediately *your home* is not lived in for more than 30 consecutive days, unless *you* have given *us* prior notice of this and *we* have agreed in writing. If *you* do, *we* may amend the terms of this Policy to fairly reflect this change with immediate effect. Cover automatically resumes as soon as someone lives in the *home* again.

Where we cover your contents

The *contents* must be at the situation in the *schedule*, or be temporarily anywhere else in New Zealand. We do not cover *contents* that are:

- removed from the situation for sale, storage or exhibition, or
- permanently removed from the situation (other than the cover provided under the 'change of situation' benefit), or
- normally at some place other than the situation.

This includes *contents* in the course of removal (including loading and unloading) or transit to or from any of these places.

Residential use of the situation

The *contents* are only covered at the situation if the situation is used for private residential purposes (which may include a home office), unless *you* advise *us* and *we* agree otherwise in writing. We may be able to continue *your* cover however *we* may wish to change the terms to fairly reflect this change before *we* agree to do this.

Section 3: Vehicle Cover

Types of cover available

There are three different types of cover available under this Section:

- Option 3A – full cover – means *you* have cover under Section 3.1: Cover for *your vehicle*; and Section 3.2: Cover for *your* legal liability
For option 3A, the *excess* shown in the *schedule* applies to Section 3.1
- Option 3B – third party, fire and theft – means *you* have cover under Section 3.2: Cover for *your* legal liability; and Section 3.1 Cover for *your vehicle*, but only if the *loss* is caused by:
 - fire, or
 - theft, or
 - an uninsured third party (see ‘Innocent Party’ protection on page 27)For option 3B, the *excess* shown in the *schedule* applies to both Sections 3.1 and 3.2
- Option 3C – third party only – means *you* only have cover under Section 3.2: Cover for *your* legal liability; and Section 3.1 Cover for *your vehicle*, but only if the *loss* is caused by an uninsured third party (see ‘Innocent Party’ protection on page 27)
For Option 3C, the *excess* shown in the *schedule* applies to Section 3.2.

The type of cover *you* have selected is shown on the *schedule*.

Use of *your vehicle*

The covers under this Section only apply in the following circumstances:

- the *loss* occurs in New Zealand, and
- the *vehicle* is being driven by *you* or any other person with *your* permission, and the driver holds a valid motor drivers licence for the vehicle being driven, and complies with it. (These restrictions do not apply if any person steals or illegally converts *your vehicle*, but *you* must lay a complaint with the Police), and
- the *vehicle* is being used for any of the following purposes:
 - private, social, domestic
 - farm work
 - business or professional purposes but only if:
 - (a) it is not excluded below, and
 - (b) *you* are the driver, and
 - (c) the distance travelled in any twelve (12) month period is less than 40,000 Kilometres
 - religious, social welfare or youth organisation work
 - to teach a person to drive, provided all legal requirements are complied with.

The covers do not apply while the *vehicle* is being used in any of the following circumstances:

- to carry or deliver goods as a courier or for any similar commercial activity
- in connection with the motor trade, other than while being repaired or serviced
- to carry fare-paying passengers
- preparing or practising for, or taking part in or imitating any race, time trial, rally, sprint or drag race, or any similar motor sport, event, demonstration or test
- on any race track
- under any type of hire arrangement or agreement
- by a motor driving instructor unless it is to teach *you* or a member of *your* immediate family to drive.

Section 3.1: Cover for *your vehicle*

What *you* are insured for

We cover *you* against sudden, *accidental loss* to the *vehicle* during the *period of insurance*.

If this occurs and the *vehicle* is not in a drivable condition because of the *loss*, we also cover *you* for the reasonable cost of removing the *vehicle* to the nearest safe place and the reasonable storage costs.

What *you* are also insured for if *you* have selected full cover (these benefits are included in *your* sum insured unless expressly stated otherwise)

These benefits are provided on the same terms. If *you* have the same benefit with *us* elsewhere *you* can only claim once.

Courtesy car

This benefit applies only if this Section insures a passenger car or station wagon.

If *you* are driving a courtesy car supplied by a vehicle repairer because *your vehicle* cannot be used as a result of a valid claim under this Section, this benefit covers:

- the courtesy car against *loss* that would be covered under this Section, and
- *your* liability to other parties that would be covered under Section 3.2 Cover for *your* legal liability.

For this cover to apply the courtesy car must be a passenger vehicle.

The most we will pay for *loss* to the courtesy car is \$50,000. The *excess* that would apply to *your own vehicle* will apply to the courtesy car.

Lost or stolen keys

Where any key giving access to *your vehicle* is:

- stolen, or
- lost, or
- believed on reasonable grounds to have been duplicated without *your* permission

during the *period of insurance*, we will cover *you* for the costs reasonably incurred to replace those keys and alter or replace the locks.

We will pay up to \$1,000.

Your standard *excess* does not apply and *your* no claims bonus is not affected.

'Natural disaster damage' benefit

The 'Natural disaster damage' benefit on page 36 of this Policy Wording applies to this cover.

New vehicle cover

If *your vehicle* is a motor car or station wagon and at the time of the *loss* it is less than one year old from the time of its original registration or purchase (whichever occurred first), we will supply a new vehicle of the same make, model and specification, subject to availability within New Zealand, provided:

- *you* are the original owner of the *vehicle*, and
- we assess the reasonable cost of repairing the *vehicle* at more than 60% of its *market value*, and
- we keep the *vehicle*.

If the model is not available or *you* do not want *your vehicle* replaced with a new one, we will pay *you* the lesser of the *market value of your vehicle* or the sum insured.

Replacement vehicle

We will cover a replacement or additional *vehicle you* purchase if its *market value* at the date of purchase is no more than \$100,000. However, *you* must tell *us* within 30 days of the date of the purchase. We may change the terms of cover for that *vehicle* to fairly reflect this change.

Windscreen benefit

If *you* suffer sudden, *accidental loss* to the *vehicle's* windscreen, window glass or sunroof only:

- *you* do not pay any excess, and
- *your* no-claims bonus is not affected.

What *you* are also insured for if *you* have selected full cover (these benefits are additional to *your* sum insured).

These benefits are provided on the same terms. If *you* have the same benefit with *us* elsewhere *you* can only claim once.

Accident costs

If we have accepted a claim for *loss to your vehicle*, we will pay the reasonable cost of any of the following that occur out of that *loss*:

- up to \$500 to remove vehicle debris from the *accident* site if this is *your* responsibility
- up to \$500 towards:
 - *your* transport home, or
 - completing *your* journey, or
 - providing overnight accommodation, for the driver and passengers and domestic pets travelling in *your vehicle* if it is not fit to drive, or is missing after being stolen,
- up to \$500 to return *your vehicle* home after it has been repaired or recovered.

Alternative transport allowance

If we have accepted a claim for *loss to your vehicle*, we will arrange a hire vehicle for *you* to use for up to 14 days while *your vehicle* is being repaired or remains stolen and not recovered. The hire vehicle must be a passenger vehicle of up to 1800cc which is the closest reasonable equivalent to *your vehicle* available.

This benefit does not cover:

- any bond or deposit required by *our* supplier
- any fuel used
- any additional charge required by the supplier for additional distance over 100km per day on average
- claims for motorcycles, caravans or trailers.

You must also contribute \$25 a day to be paid directly to *our* supplier when the hire vehicle is obtained.

If we assess *your vehicle* to be a total loss, this benefit ceases immediately upon payment to *you* or the owner.

Fatal injury

If we have accepted a claim for *loss to your vehicle*, and *you* die as a direct result of injuries *you* suffer in connection with that *loss*, we will pay \$5,000 to *your* estate. Death must occur within 90 days of that injury. The most we will pay is \$10,000.

Legal expenses

This benefit applies if we have accepted a claim under Section 3.1 'Cover for *your vehicle*' or Section 3.2 'Cover for *your* legal liability'.

If *you* are charged with manslaughter or dangerous driving causing death or careless driving causing death arising out of that *loss*, we will pay *your* legal defence costs of up to \$1,000.

Section 3.2: Cover for *your* legal liability 'What *you* are not insured for' – the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament, does not apply to this benefit.

Medical expenses

This benefit applies if we have accepted a claim under Section 3.1 'Cover for *your vehicle*' or Section 3.2 'Cover for *your* legal liability'. This cover only applies to policies in the name of a person or persons and not a corporate body.

If *you*, *your spouse* or any of *your* children are injured in a car *accident*, we will pay for any medical, surgical or dental expenses that *you* cannot claim from another source. We will pay up to \$500 for any one *event*.

Trailers

We will cover *you* for sudden, *accidental loss* to:

- any trailer owned by *you* or *your* spouse
- any trailer which *you* do not own but which is in *your* care or control, as long as the *loss* is not covered by any other insurance.

The most that we will pay for any one *loss* is \$1,000. This cover applies whether the trailer is attached to a vehicle or not.

This benefit will not cover any:

- boat trailer
- caravan or camper trailer
- horse float
- trailer not normally for *your vehicle*
- contents of any trailer.

The only excess which applies to this benefit is \$50.

What *you* receive

You receive one of the following, at *our* option:

- reimbursement of the reasonable costs actually incurred to repair the *vehicle* (or we pay *your* repairer the same), or
- payment of the amount equivalent to the cost of having the *vehicle* repaired, or
- payment of the *market value* of the *vehicle* immediately before the *loss*, and we keep the *vehicle*, or
- payment of the difference between the *market value* of the *vehicle* immediately before, and immediately after, the *loss*, or
- payment of the sum insured stated in the *schedule*.

The most we will pay *you* is the lesser of the *market value* of the *vehicle* and the sum insured shown in the *schedule*.

If new or replacement parts are not available, we will only pay the latest known list price of the parts.

If there is no list price, we will pay the list price of the nearest equivalent parts of a reasonably comparable vehicle.

If the *vehicle* is improved as a result of the repairs, *you* must make a contribution towards the cost of the repairs that represents the value of the improvement.

Where the claim is settled by a cash payment and a financial interest has been noted on the Policy, we may make payment direct to the interested party. This will meet *our* obligation to *you* under this Section to the extent of the payment.

We deduct the excess shown in the *schedule* from the amount of *your* claim.

What *you* are not insured for

This insurance does not cover *you* for:

- loss of use of the *vehicle* or any costs or expenses resulting from loss of use of the *vehicle* and any consequential loss
- depreciation or loss of value
- wear and tear, deterioration, rust, corrosion
- any loss which is breakage, breakdown or failure of any load bearing component or any part of:
 - the engine or transmission systems
 - the electrical or electronic systems or equipment
 - any other mechanically operated systems (including hydraulic, pneumatic, or similar) or equipment, and any loss which this causes to the rest of these systems or equipment.

However, we will pay for any loss which this breakage, breakdown or failure causes to other parts of the vehicle or if the breakage, breakdown or failure is due to the *vehicle*:

- catching fire, or
- suffering an impact or collision, or
- overturning, or
- being partly or fully immersed in water, or
- being stolen or illegally converted, or
- being maliciously damaged
- any loss resulting from inadequate or unsuitable cooling or lubrication
- any loss to tyres or their tubes by:
 - punctures, cuts, splits or bursts
 - the application of brakes.

However, we will cover *you* if any of these losses directly result from loss to any other part or component for which *you* have a valid claim under this Policy.

Special conditions

‘Innocent party’ protection

If *you* are involved in an *accident* which is caused by the driver of another vehicle, and *you* can:

- establish the identity and address of the other driver, and

- prove to *our* satisfaction the other driver was substantially more at *fault*,

then:

- *your* no-claim bonus is not affected, and
- *we* will not deduct any *excess*, and
- for options 3B and 3C only, if the other driver has no insurance, *we* will also cover the *vehicle you were driving* as though it was insured under Section 3.1, up to a maximum of \$3,000. However *you* are not entitled to any of the additional benefits under that Section.

Modification of *your vehicle*

We have agreed to cover the *vehicle* on the basis that it has not been modified after manufacture, other than those modifications noted in the *schedule*. A modification is any change to the *vehicle* that is different from the manufacturer's original specification or recommendations. Examples include:

- engine, steering or suspension
- bodywork
- interior, including steering wheel, gear knob, pedals
- wheels or tyres
- exhaust system
- sound system.

You must obtain *our* written approval to any modifications.

Safety of *your vehicle*

You must take all reasonable steps to:

- maintain the *vehicle* properly, and
- safeguard the *vehicle* from *loss* at all times, including after any *accident*.

Special and general exclusions

The special exclusions on page 31 and general exclusions on page 37 of this Policy Wording contain further exclusions to this cover.

Cover for *your motorcycle*

Where a motorcycle is insured under this Section the following limitations will apply:

We will not cover:

- any *loss* arising from theft or illegal conversion of the motorcycle by a prospective purchaser
- *loss* of any part, spare part or accessory by theft, burglary or illegal conversion unless the motorcycle as a whole is taken at the same time
- any *loss* arising from theft or illegal conversion unless the motorcycle is:
 - securely locked and chained, disc locked or grip locked or
 - within a securely locked buildingwhen unattended.

There is no cover for motorcycles under the benefits included in option 3A, other than the '*Natural disaster damage*' benefit and the '*Accident costs*' benefit.

The *excess* for *your* motorcycle shown in the *schedule* will apply. An additional \$500 *excess* applies for any claim arising from theft or illegal conversion of the motorcycle.

Cover for *your* caravan

Where a caravan is insured under this Section:

- the sum insured shown in the *schedule* includes the fixtures, fittings, furniture and equipment which would normally be sold with it, and
- if we have accepted a claim for *loss* to *your* caravan, we will pay, in addition to the sum insured, up to \$1,000 for personal effects and utensils lost or damaged as a result.

We will not pay any claim for:

- theft, unless the caravan is securely locked and the theft is as a result of forcible and violent entry
- storm or wind damage to any awning of a caravan if it has been left erected and unattended for more than 48 consecutive hours.

The only excess that applies to caravan insurance is \$100.

Section 3.2: Cover for *your* legal liability

What *you* are insured for

We cover *you* against *your* legal liability for:

- *loss* to someone else's property, or
- *bodily injury* to any person

during the *period of insurance* arising from an *accident* involving the *vehicle*.

We also cover *your* legal liability on the same terms arising from an *accident* involving any:

- trailer or caravan while attached to *your vehicle*
- trailer insured under Section 3.1 benefit 'Trailers', while it is not attached to or being towed by a vehicle.

Where there is cover under this Section 3.2, we also cover reasonable legal costs and expenses that *you* incur with *our* prior consent.

If there is no other insurance, we will cover the legal liability of:

- any other driver of the *vehicle*, provided he/she is driving with *your* permission and complies with all the requirements of this Policy,
- *you*, while driving another private car or motorised caravan provided:
 - *you* do not own, lease or rent the *vehicle*, and
 - *your* legal liability would have been covered if the vehicle was shown in the *schedule*, and
 - *your vehicle* is not a motorcycle, trailer or caravan.

No cover is provided for damage to the vehicle being driven,

- *your* employer, if the *vehicle* is being used by *you* (or a fellow employee with *your* permission) for *your* employer's business, provided the business is not excluded under 'Use of *your vehicle*' above.

What *you* are also insured for (this benefit is included in the limits under What *you* receive)

We will also cover *your* legal liability to pay *reparation* to a victim who has suffered *accidental loss* of property or *accidental bodily injury* as a result of *your* commission of an offence in connection with *your* use of the *vehicle*, or any other private vehicle, provided that *you* had the owner's permission to use the vehicle.

Provided that:

- (a) *you* or any other person entitled to cover under this benefit must tell *us* immediately if *you* or they are charged with any offence in connection with the use of the *vehicle*, or any other private vehicle, which resulted in *loss* of property or *bodily injury* to another person; and
- (b) *we* must give *our* written approval before any offer of *reparation* is made.

Cover under this benefit is also available for any person driving *your vehicle*, provided that they had *your* permission to use the *vehicle* and they are not otherwise insured for their liability to pay the *reparation*.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:

- (a) a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,
- (b) the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
- (c) a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence, other than under 'Legal Expenses' - Section 3.1: Cover for *your vehicle* - 'What *you* are also insured for if *you* have selected full cover'.

Section 3.2: Cover for *your* legal liability 'What *you* are not insured for' - the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament, does not apply to this benefit.

What *you* receive

The most *we* will pay is \$100,000 for legal liability for *bodily injury*, and \$20,000,000 in total for all liability for one *event*. This includes any costs and expenses. If any liability exceeds \$20,000,000, *we* will apply the benefit to *you* first. If *you* have the same cover with *us* elsewhere, *you* can only claim once.

What *you* are not insured for

We do not cover *your* legal liability for:

- *loss* to someone else's property which is in the care or control of *you* or any person using or travelling in *your vehicle*, except for any car which is being towed because it is not driveable
- *bodily injury* to *you* or the driver, or to any person who lives with, or has a family or business relationship with *you* or the driver
- *bodily injury* to any person who is a passenger in *your vehicle*
- any fine, or any punitive, exemplary or aggravated damages
- any seepage, pollution or contamination including the clean-up costs, unless the seepage, pollution or contamination happens during the *period of insurance* and is caused by a sudden, *accidental event* which happens during the *period of insurance*
- *loss* which *you* or the driver has agreed to accept, unless *you*/the driver would have the liability anyway
- *loss* arising from the use of any form of trailer or caravan while it is attached to any powered vehicle, other than a vehicle covered by this Section

- the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.

Special and general exclusions

The special exclusions on page 31 and general exclusions on page 37 of this Policy Wording contain further exclusions to this cover.

Special exclusions applying to both Sections 3.1 and 3.2

The following special exclusions do not apply if any one steals or illegally converts *your vehicle*, but you must lay a complaint with the Police.

Alcohol or drugs

There is no cover for *loss* or liability under this Section whilst the driver:

- is under the influence of alcohol, or any intoxicating substance or drug, or
- has a proportion of alcohol in his/her breath or blood higher than that allowed by law, or
- has refused to supply any sample of breath or blood or undergo any test when required to do so by anyone authorised by law.

Duty after accident

There is no cover for *loss* or liability under this Section if the driver did not stop after the *accident* as required by law, or failed to comply with any other legal requirement in connection with the *accident*.

Exclude drivers under 25 years

If the *schedule* shows that this option applies, there is no cover while the *vehicle* is being used by any person under 25 years of age.

Intentional or reckless acts

There is no cover under this Section for any *loss* or liability arising from any intentional or reckless acts or omissions.

Restricted drivers warranty

If the *principal driver* is under 25 years of age, there is no cover while the *vehicle* is being used by any person who is under the age of 25 years, other than those listed as 'intended drivers' on the *schedule*.

Safe condition of the vehicle

There is no cover for *loss* or liability under this Section if the *accident* occurs while the *vehicle* is, or is being used, in an unsafe or unroadworthy condition unless:

- *you* can satisfy *us* that this did not cause or contribute to the *accident*, or
- *you* can show that *you* (or the person in charge of the *vehicle* at the time) did not know about the condition of the *vehicle* and could not have been reasonably expected to know.

Section 4: Boat Cover

Section 4.1: Cover for *your boat*

What *you* are insured for

We cover *you* against sudden, *accidental loss to your boat* during the *period of insurance* while it is in New Zealand and is either:

- ashore or afloat, or
- in transit by land or by any recognised sea or air freight service.

Where this applies, we also cover all reasonable salvage or removal charges, or charges incurred in preventing *loss* covered by this Section.

What *you* receive

Except for the items below, we pay the cost to repair or replace the *boat*.

- For masts, spars, standing rigging, sails, covers, running rigging, we pay two thirds of the reasonable cost to repair or replace the item without deducting the *excess*.

We may settle the claim by payment, or at *our* discretion, by repair or replacement.

The most we pay is the lesser of the sum insured shown in the *schedule*, and the *market value* of the *boat* immediately before the *loss*.

What *you* are not insured for

This insurance does not cover *you* for:

- the *excess* stated in the *schedule* for each claim
- loss of use of the *boat*
- the cost of repairing or renewing any defective part condemned solely as a result of a defect or error in design, materials, or construction
- *loss* caused by vermin, wear and tear, depreciation and/or deterioration
- *loss* to inboard machinery caused by fire or explosion, unless there is a one kilogram approved fire extinguisher on board
- mechanical breakdown failures or breakages, or electrical breakdown failures or breakages, or any consequent damage to engine or transmission system
- food, drink or nets
- sails, masts, spars, and attached fittings standing or running, rigging and blocks while racing (unless this Section is extended to include racing risks)
- the cost of making good any defect in maintenance or repair or alteration work
- unrepaired damage in addition to a total loss
- sails and protective covers split by wind or blown away while set, unless caused by the *boat* grounding or colliding
- theft of masts, spars, sails, rigging and parts, outboard motors, dinghies, gear or equipment, except if the theft was the result of:
 - forcible entry into a place of storage, or
 - illegal entry or conversion of the *boat*, or
 - forcible and violent removal from the *boat*.

This insurance does not cover *loss*:

- (a) arising from unseaworthiness or lack of repair of the *boat*
- (b) that arises while the *boat* is:
 - operated or the trailer is towed by a person who is under the influence of alcohol or drugs
 - engaged in power racing or power speed trials or tests
 - let out on hire, or charter, or used for other than private pleasure purposes and emergency services
 - used for permanent living accommodation
 - operated outside New Zealand's territorial waters
- (c) for jet propelled *boats*, unless in waters navigable by propeller driven boats.

The general exclusions on page 37 of this Policy document contain further exclusions to this cover.

Section 4.2: Cover for *your* legal liability

What *you* are insured for

We cover *you*, and any other person using the *boat* with *your* consent, for legal liability for *accidental loss* to someone else's property during the *period of insurance* that results from the use of the *boat*.

This cover includes reasonable legal costs and expenses arising out of that legal liability which are incurred by *you* with *our* prior consent.

This cover is extended to cover *your* legal liability while in charge of any other *boat* used for pleasure purposes, subject otherwise to the terms of this Section.

What *you* are also insured for

We will cover *your* legal liability to pay *reparation* to a victim who has suffered *accidental loss* of property or *accidental bodily injury* as a result of *your* commission of an offence in connection with *your* use of the *boat*, or any other private watercraft used for pleasure purposes, provided that *you* had the owner's consent to use the watercraft.

Provided that:

- (a) *you* or any other person entitled to cover under this benefit must tell *us* immediately if *you* or they are charged with any offence in connection with the use of the *boat*, or any other private watercraft used for pleasure purposes, which resulted in *loss* of property or *bodily injury* to another person; and
- (b) *we* must give *our* written approval before any offer of *reparation* is made.

Cover under this benefit is also available for any person using the *boat*, provided that they had *your* permission to use the *boat* and they are not otherwise insured for their liability to pay the *reparation*.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:

- (a) a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,
- (b) the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
- (c) a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

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

Section 4.2: Cover for *your* legal liability 'What *you* are not insured for' – connected in any way with the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament, does not apply to this benefit.

Cover for *your* legal liability – what *you* receive

We will pay up to \$1,000,000 in total for one *event*. This includes any costs.

If *you* have the same cover with *us* elsewhere, *you* can only claim once.

What *you* are not insured for

This insurance does not cover *your* legal liability:

- to an employee arising out of or during employment
- arising out of the towing in the air of persons or objects
- to fare-paying passengers
- connected in any way with the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.

This insurance does not cover *your* legal liability:

- (a) arising from unseaworthiness or lack of repair of the *boat*
- (b) that arises while the *boat* is:
 - (i) operated or the trailer is towed by a person who is under the influence of alcohol or drugs
 - (ii) engaged in power racing or power speed trials or tests
 - (iii) let out on hire, or charter, or used for other than private pleasure purposes and emergency services
 - (iv) used for permanent living accommodation
 - (v) operated outside New Zealand's territorial waters
- (c) for jet propelled boats, unless in waters navigable by propeller driven boats.

The general exclusions on page 37 of this Policy Wording contain further exclusions to this cover.

Special benefits applying to Sections 4.1 'Cover for *your boat*' and 4.2 'Cover for *your* legal liability'

- we will continue to insure the *boat* if the Policy is due to be renewed and the *boat*, on renewal date, is at sea, in distress or at a port or place of refuge or of call. Provided *you* give *us* notice as soon as practicable, this Policy may be extended for a reasonable limited period nominated by *us*, or until the *boat* arrives at its destination or reaches a place of safety. An additional premium will be payable
- we will pay *your* loss of earnings for each day *you* are required to attend legal proceedings, and which we agree to institute or defend in connection with this Section. These payments are limited to \$70 a day for a maximum of 15 days
- after we have met a claim, we will pay up to \$100 to replenish, refill or replace fire extinguishers or safety flares
- in addition to the limit of liability, we will also pay the costs of salvaging and/or wreck removal costs, including expenses incurred in safeguarding or recovering the property insured.

Special exclusions applying to both Sections 4.1 and 4.2

There is no cover under this Section for any loss or liability arising from any intentional or reckless acts or omissions.

Special conditions applying to Sections 4.1 'Cover for *your boat*' and 4.2 'Cover for *your legal liability*'

Financial agreements

If the *boat* has been used as security for any financial loan, we may make a claim payment direct to the lender. This satisfies *our* obligations to *you* under this Section to the extent of the payment.

Permanent mooring

The *boat's* permanent mooring must comply with the regulations, specifications, standards and/or certificates required for *your* vessel's size, by the relevant harbour board or local authority. The permanent mooring is to be adequate, maintained in good order and lifted and inspected at intervals no greater than three years.

Safeguard against theft

Whenever the *boat* is unattended it must be adequately secured against theft (other than by forcible and violent means) at all times.

Safeguard from loss

You must take all reasonable steps to safeguard the *boat* from loss and to avoid legal liability. We may inspect the *boat* at any reasonable time.

Temporary mooring

This insurance excludes all claims arising from the *boat* being:

- left moored or anchored, and
- unoccupied off a beach or shore,

other than on a permanent mooring as referred to above, for more than 24 hours.

'Natural disaster damage' benefit applying to all Sections

What you are insured for

This benefit applies to all Sections of the Policy and will cover any *loss* covered under those Sections during the *period of insurance* that occurs:

- as the direct result of *natural disaster*, or
- as a direct result of measures taken under proper authority to avoid the spread, or otherwise mitigate the consequences, of a *natural disaster*.

It does not include any *loss* for which compensation is payable under any Act of Parliament other than the Earthquake Commission Act 1993.

What you receive

You receive the following:

- For the *home* and *contents* insured under Sections 1 or 2, we will pay the difference between the *EQ Cover* and the cover under this Policy, on the condition that we do not pay:
 - for any *excess* which applies to the *EQ Cover*, and
 - until the Earthquake Commission has paid or has agreed to pay the *EQ Cover*
- For the *home* insured under Section 1, we will pay the cover under this Policy for:
 - walls (other than retaining walls)
 - gates
 - fences
 - paths
 - driveways
 - swimming pools or spa pools which are permanently fixedon the condition that you first pay the *natural disaster* special excess specified in the *schedule*, which shall replace the standard Policy *excess*.
- For the *contents* insured under Section 2, we will pay the cover under this Policy for:
 - jewellery
 - precious stones
 - money
 - paintings and works of art
 - securities
 - documents
 - stamps
- If you are living in the *home* as your permanent residence and the *home* cannot be lived in because of *loss* covered by this 'Natural disaster damage' benefit, we will pay the reasonable additional costs you incur for:
 - your temporary accommodation, and
 - moving *contents* to the temporary accommodation and returning them to your *home*, and
 - moving *contents* to a secure storage facility and for storage costs while you are in temporary accommodation, and returning them to your *home*, and
 - the boarding out of your domestic cats and dogs normally kept at your *home*.We will pay for up to twelve (12) months to a maximum of \$25,000.
- If we pay a claim for the *total loss of your home* under this 'Natural disaster damage' benefit and the loan on your *home* is with Westpac, we will pay Westpac:

- up to \$1,500 a month for a maximum of three (3) months towards the repayments on *your* home loan, and
 - up to \$1,500 for any penalty payments for early repayment of a fixed home loan rate.
- (f) If we pay a claim for the *total loss of your home* under this 'Natural disaster damage' benefit then we will pay you an extra \$1,000 for the stress caused by the *loss*.
- (g) If *your home* is rented and cannot be lived in because of loss covered by this 'Natural disaster damage' benefit we will pay any loss of income from rents receivable for the time reasonably needed to repair or rebuild *your home*. We will pay for up to twelve (12) months from the date of the *loss*, to a maximum of \$20,000.
- (h) We may, at *our* discretion, pay an amount in addition to the sum insured if *your home* suffers *loss* covered by this 'Natural disaster damage' benefit that occurs in the vicinity of *your home* and causes widespread *loss* in the area where *your home* is situated. This benefit will only apply if we settle *your loss* by repair or rebuild and the actual cost of repair or rebuild has, in *our* reasonable opinion, significantly increased due to increases in the costs of building materials, transport and labour as a direct result of a statistically proved surge in demand due to the widespread *loss*. We will pay up to 10% of the sum insured shown in the *schedule* for *your home*.
- (i) If *your home* suffers *loss* covered by this 'Natural disaster damage' benefit, we will also pay for the reasonable costs of restoring any resultant damage to *your* garden, including any necessary re-landscaping. We will pay up to \$3,000.

These amounts are inclusive of *your* sum insured, except for the benefits under (d), (e), (f), (g) and (h) above.

- (j) For the vehicle insured under Section 3, we will pay up to the sum insured for the vehicle shown in the *schedule* or the market value of the vehicle immediately before the loss, whichever is the lesser.
- (k) For the boat insured under Section 4, we will pay up to the sum insured shown in the *schedule* or its *market value* immediately before the loss, whichever is the lesser.

This benefit is subject otherwise to the terms of the Policy.

General exclusions applying to all Sections

- There is no cover under this Policy for any *loss* or liability caused directly or indirectly in any way by any of the following:
 - nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel (for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion)
 - any chemical, biological, biochemical or electromagnetic weapon
 - earthquake, volcanic eruption, hydrothermal or geothermal activity, tsunami, landslip or any event where cover is provided under the Earthquake Commission Act 1993, except to the extent that cover is provided by the '*natural disaster damage*' benefit
 - confiscation, nationalisation or requisition by the order of the Government or local authority. However:
 - i. we will pay for damage as a result of such an order if it is to prevent a *loss* which would otherwise have been covered under this Policy
 - ii. for any *boat* insured under Section 4 this exclusion is waived upon the Police requisitioning the *boat* for Search and Rescue or Civil Defence purposes
- There is no cover under any part of this Policy for any *loss* or liability actual or alleged for any claim or claims in respect of *loss* or *losses* directly or indirectly arising out of, resulting from or in consequence of asbestos
- There is no cover for the cost of defending any legal proceedings or for any amount awarded by any court unless all proceedings took place in New Zealand
- There is no cover for liability for *bodily injury* covered by the Accident Compensation Corporation

- There is no cover for death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:
 - war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of; or amounting to an uprising, military or usurped power, or
 - any act of terrorism

For the purpose of this exclusion, terrorism means an act including but not limited to the use or threat of force or violence 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) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

There is no cover for death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, the above exclusions.

- There is no cover for any *loss* of whatsoever kind arising directly or indirectly out of:
 - the corruption, destruction or alteration of or damage to data, coding programme or software, or
 - the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips, or
 - any business interruption losses resulting therefrom

This exclusion will not apply where such *loss* occurs as a direct result of physical damage that is otherwise covered by this Policy.

- There is no cover for *loss* or liability connected in any way with any building or structure:
 - Containing moisture or being penetrated by external moisture or water, or
 - Containing mould, fungi, mildew, rot, micro-organisms, bacteria, protozoa or anything similar that is caused directly or indirectly by:
 - Non-compliance with the New Zealand Building Code, or
 - Faulty or defective design or specification, or
 - Faulty materials, or
 - Inappropriate material use, or
 - Faulty workmanship, or
 - Faulty assembly

when the building or structure was constructed, altered or repaired.

- Subject to the floor and window coverings limitations in Section 1 and Section 2, there is no cover for any costs incurred in respect of *your home* or *contents* that have not suffered *loss*.

General conditions applying to all Sections

All the conditions and obligations of this Policy must be complied with or we may decline *your* claim or in some circumstances, avoid or cancel *your* Policy.

Acts of Parliament

Where this Policy refers to any Act of Parliament, this includes any Regulations and Amendments to that Act. It also includes any other Act or Regulation passed as an addition, an amendment, or in its place.

Alterations

You may only alter the terms of this Policy with *our* prior written agreement.

We may alter the terms of this Policy by writing to *your* last known postal address. The change will take effect no earlier than 14 days after the date the letter is posted. Prior to the change taking effect *you* have the opportunity to terminate the contract immediately, in which case we will refund *you* all of the unused part of the premium.

Automatic reinstatement of cover

If we pay a claim for any partial *loss*, we will automatically reinstate *your* insurance cover provided *you* carry out all recommendations we make to prevent further *loss*.

Cancellation of this Policy

By *you*

You may cancel any Section of this Policy by contacting *us*. No refunds will be made if the premium is paid fortnightly or monthly. If the premium is paid annually, we will refund the unused part of the premium less an administration fee.

By *us*

We may cancel any Section of this Policy by writing to *your* last known postal address. The cancellation will take effect 14 days after the date the letter is posted. If the premium is paid annually, we will refund *you* all of the unused part of the premium.

Care of insured property

You must maintain the insured property in good repair and take all reasonable steps to safeguard it against *loss*.

Change in circumstance

If there is any change to any of the circumstances relevant to this insurance since it started that increases the risk, or alters the nature of the risk, *you* must immediately notify *us*. We may amend the terms of this Policy with immediate effect to fairly reflect the change in circumstances, or may cancel it.

Condition precedent to payment of a claim

You must meet all *your* obligations under this Policy before we will meet *your* claim.

Double insurance

If any *loss* or liability covered by this Policy is also covered by any other Policy, we will only pay over and above the cover provided by the other Policy. We will not pay for any excess which applies to the other Policy. You must tell *us* as soon as *you* are aware of any other such insurance.

Goods and Services Tax (GST)

The following amounts exclude GST provided that GST is recoverable by *us*:

- any sum insured specified in the *schedule* for Section 3 or Section 4 (other than specified items).

- legal liability cover.

The following amounts include GST:

- any sum insured specified in the *schedule* for Section 1 or Section 2
- any excess
- specified items
- any other amounts, additional cover or limits.

Inflation protection

At each review of the Policy *we* may adjust the sum insured on *your home* and *contents* in line with any relevant changes in building costs and the Consumers' Price Index. This adjustment will not be made on any specified item.

Joint insurance

Where this Policy covers the interest of more than one party, any action, or failure to act by one party which would mean that there is no cover under this Policy, will prejudice the rights of all parties so that there is no cover for any party under this Policy.

Multiple benefits

If *you* are covered under more than one section of this Policy for the same benefit, *we* will only make one benefit payment.

Other people's obligations

Any other person entitled to cover under this Policy must meet all of the obligations that *you* are required to meet, wherever this is applicable.

Premiums

Premiums may be paid fortnightly, monthly or annually. If a premium is unpaid 30 days after the due date, *your* cover under this Policy will automatically be cancelled effective from the due date for payment.

No claim will be payable if at the time of *loss* any premium due has not been paid.

Policy enquiries

If at any time *you* have an enquiry or complaint about *your* Policy or wish to claim under *your* Policy please contact *us*. If *your* enquiry or complaint relates to *your* Policy please call *us* on 0800 809 378, if *your* enquiry or complaint relates to a claim please call *us* on 0800 309 378.

If *you* are not satisfied with the way *we* resolve *your* enquiry or complaint *we* can let *you* know how to refer *your* enquiry or complaint to either the Banking Ombudsman or the Insurance and Savings Ombudsman.

Reckless, wilful or deliberate acts

You must not cause or facilitate *loss* or incur any liability through any reckless, deliberate or wilful act nor must *you* knowingly allow or permit anyone else to cause *loss* or liability in this way.

Total loss payment

If *we* pay a claim for a total loss under a Section of this Policy, then that Section comes to an end. *You* are not entitled to any premium refund.

Truth and completeness of statements

We have issued this Policy based on the information *you* have provided *us*.

All statements made in relation to any application, *schedule* or claim, and any other information supplied must be correct in every respect.

You must not make a claim that is dishonest or fraudulent in any way as this may result in *your* claim or part of *your* claim not being paid and/or *your* Policy being cancelled.

Meaning of words

Wherever these words (including any derivatives of them) are used in italics in this Policy, this is what they mean.

accident means a happening or event that is unforeseen and unintended by *you*.

boat means the boat specified in the *schedule* and includes the following:

- the 'hull', which means the hull, fixtures and fittings, and such gear and equipment as would normally be sold with it
- inboard or outboard motors
- 'sails', which means sails, masts, spars, rigging
- 'ancillary equipment', which means navigational aids, communication equipment and all other equipment excluding personal effects and fishing gear
- 'trailer', which means a boat trailer or a trailer to which is secured a special frame to carry the boat.

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

contents means household goods and personal effects:

- owned by *you*, or by members of *your* family permanently residing with *you*, or
- for which *you* or *your* family are legally responsible, including contents under hire purchase.

Contents does not include:

- carpets or floor coverings which are glued in place
- animals
- trees, shrubs and other plant life (other than pot plants)
- any of the following:
 - motor vehicles (except garden implements for home use only, electric wheelchairs and electric mobility scooters for personal use only)
 - motorcycles including mini bikes
 - caravans
 - trailers
 - aircraft or other aerial or spatial devices unless it is a model or toy not able to carry more than its own weight (but not if damaged while in use)

or their spare parts, accessories or associated equipment when in or on them

- property used in connection with a profession or business unless covered under the 'Business equipment' benefit.

The situation where *your contents* are kept must be used only for private residential purposes (which may include a home office), unless *you* advise *us* and *we* agree otherwise in writing.

EQ cover means the insurance of the *home* provided by Section 18 and/or the insurance of the *contents* provided by Section 20 of the Earthquake Commission Act 1993.

event means an event or series of events arising from one source or original cause.

excess means the amount stated in the *schedule*, which we do not insure. If as a result of a single *accident*, there is a *loss to your home, contents, vehicle or boat* covered by this Policy, only the highest excess will apply.

home means the dwelling at the situation shown in the *schedule* and its:

- outbuildings
- permanently attached fixtures and fittings
- glued floor coverings
- underground and overhead services
- walls including garden or retaining walls, gates, fences immediately surrounding the main residential dwelling at the situation shown in the *schedule* and up to 60 metres from that main residential dwelling
- swimming and spa pools which are permanently fixed
- paths and driveways if constructed of concrete, brick, pavers or tarseal
- patios and tennis courts
- other domestic improvements of a structural nature which are permanently fixed or installed within the residential boundary of *your home* and which are not excluded by this Policy.

The *home* does not include:

- trees, shrubs and other plant life other than the cover given under the landscaping benefit
- wharves, piers, landings, breakwaters, sea walls, jetties or the like
- dams, reservoirs, culverts or slipways
- bridges
- any land, earth or fill.

The *home* must be used only for private residential purposes (which may include a home office) unless *you* advise *us* and *we* agree otherwise in writing.

landlord's obligations means *you*, or the person who manages the tenancy on *your* behalf, must:

- (a) exercise reasonable care in the selection of *tenant(s)* by at least obtaining satisfactory written or verbal references, and
- (b) collect:
 - i. at least 1 week's rent in advance, and
 - ii. at least 2 weeks' rent in the form of a bond that will be registered with Tenancy Services, or
 - iii. any combination of i. and ii. to a total of 3 weeks', and
- (c) complete an internal and external inspection of the property at a minimum of 3-monthly intervals and upon every change of *tenant(s)*, and
- (d) keep a written record of the outcome of each inspection, and provide to *us* a copy of the record if *we* request it, and
- (e) monitor rents on a weekly basis with the written notification being sent to the *tenant(s)* whenever rent is 14 days in arrears, together with a personal visit to determine if the *tenant(s)* remain in residence, and
- (f) make an application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986 once the rent is 21 days in arrears.

loss means sudden physical:

- loss, or
- damage or
- destruction.

market value means the reasonable retail value immediately before a *loss*.

natural disaster means an earthquake, volcanic eruption, hydrothermal activity, tsunami, natural landslip or natural disaster fire.

natural disaster fire means fire occasioned by or through or in consequence of an earthquake, volcanic eruption, hydrothermal activity, tsunami, or natural landslip.

natural landslip means the movement (whether by way of falling, sliding, or flowing, or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion.

period of insurance means the period in the *schedule* during which this insurance is in force. The period starts at the 'from' date, and ends at 4pm (New Zealand time) on the 'to' date. If we agree to keep insuring you, the Policy will be continuously extended thereafter:

- for a *period of insurance* of 14 days if the premium is paid fortnightly, or
 - for a *period of insurance* of one month if the premium is paid monthly, or
 - for a *period of insurance* of 12 months if the premium is paid annually
- until such time as this Policy is cancelled, expires or lapses.

present day value means the cost immediately before the *loss* of rebuilding, replacing or repairing your *home* or *contents* to a condition no better than new less an appropriate allowance for age, condition, wear and tear, depreciation and deferred maintenance.

principal driver means the person who drives the *vehicle* the most.

reparation means an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

schedule means the most recent Schedules to this Policy we have issued.

spouse means a wife, husband, defacto partner as defined in the Property (Relationships) Act 1976 or civil union partner under the Civil Union Act 2004.

tenant means the person or persons renting the *home* from you under a residential tenancy agreement.

total loss of your home means that the *home* has been so badly damaged by an insured event that it cannot reasonably be repaired.

vehicle means the motor vehicle whose details are shown in the *schedule* or any replacement vehicle insured under the replacement vehicle benefit to option 3A full cover. This includes its spare parts, accessories and associated equipment while they are in or attached to the vehicle, or while they are being used in connection with the vehicle. For the purposes of this Policy, 'vehicle' can be a motorcycle, caravan, trailer, or other type of motor vehicle.

we/us/our means Lumley, a business division of IAG New Zealand Limited.

Westpac means Westpac New Zealand Limited, and any associated or subsidiary companies.

you/your means a) the insured named in the *schedule*; b) the person or persons named in the *schedule* and their *spouse*.

