



# Initio insurance policy

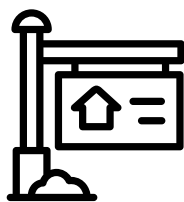
for landlords and holiday home owners

✓ House insurance

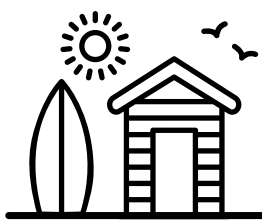
✓ Contents insurance

✓ Owner's legal liability

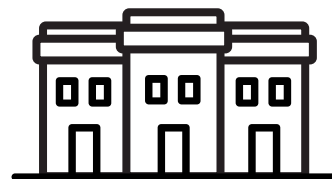
# Cover for



Rental Properties



Holiday Homes



Multi-unit Rentals

## Introduction

### About this policy

Your policy consists of:

1. this policy wording, and
2. the **schedule**, and
3. the information **you** have provided in the **application** and any subsequent information **you** provide.

### Your duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. whether to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

**You** also have this duty every time **your** insurance renews and when **you** make any changes to it.

If **you** breach this duty, **we** may treat **your** policy as being of no effect and to have never existed.

*Please ask us if you are not sure whether you need to tell us about something.*

### Changing your mind

If **you** are not happy with this policy, **you** are welcome to change **your** mind, provided **you** tell **us** within 15 days of the date this policy started. **We** will treat **your** policy as being of no effect and to have never existed and refund in full any premium **you** have paid. This does not apply if **you** have made a claim on **your** policy.

### Reading this policy

Some of the words in this policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'Definitions'.

To make it easy for **you** to understand this policy, **we** have included some examples or comments in *italics*. The words in italics do not affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy are designed to help **you** find **your** way around.

They should not be used when interpreting this policy wording.

# Insurance agreement

## Our agreement

We have an agreement with **you**. **You** agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy wording.

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## 48-hour restriction

**You** are not covered for **loss** that occurs during the first 48 hours of this policy, caused by storm, flood or landslip. This only applies when **you** first take out this policy with **us**.

However, this restriction does not apply where:

1. this policy started immediately following another policy that also insured the same property against the risks of storm, flood and landslip, or
  2. this policy was taken out at the time **you** purchased the **home**.
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## Vacant homes

If **you**, or a person authorised by **you**, have not been living at the **home** for a period of more than 60 consecutive days, cover will continue provided:

1. an **excess** of \$5,000 applies to each **incident**, or
2. if **loss** results from a break-in or attempted break-in at the **home** while it is fitted with an active, professionally-installed alarm or security system, then an **excess** of \$1,000 applies.

Conditions 1. and 2. above apply until **you**, or a person authorised by **you**, is living in the **home** again.

However, conditions 1. and 2. above do not apply where **we** have the **home** recorded as a holiday home, and the following criteria are met:

- (a) the **home** is inspected inside and outside by **you** or a nominated person at least every 60 days, and
- (b) the **home** and its grounds are adequately maintained, and
- (c) mail is cleared regularly, and
- (d) the water supply is turned off, and
- (e) all doors are locked, and all windows secured.

## Section one – Cover for your home



### What you are covered for:

You are covered for sudden and **accidental loss** to the **home** that occurs during the **period of cover**.

### What you are not covered for:

*IMPORTANT: Please also read 'Policy exclusions that apply to all parts of this policy'.*

#### Causes of loss not covered

You are not covered for **loss** to the **home** connected in any way with:

1. structural additions or structural alterations, unless:
  - (a) **we** have been notified of the additions or alterations beforehand and **we** have agreed in writing to cover this, or
  - (b) cover is provided under the 'New building work' automatic additional benefit, or
2. water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
  - (a) **you**, or
  - (b) any other person who is acting on **your** authority, or
3. insects, rodents or vermin (other than possums), or
4. hydrostatic pressure to swimming pools or spa pools, unless the **loss** is as a result of earthquake, storm or flood, or
5. **natural disaster**, unless cover is provided under the 'Natural disaster' automatic additional benefit.

However, exclusions 3. and 4. apply only to the property directly affected. They do not apply to resultant sudden and **accidental loss** to other parts of the **home**.

#### Types of loss not covered

You are not covered for:

1. repairing or replacing floor coverings that are not in the room(s) where the **loss** occurred, or
2. repairing or replacing undamaged parts of a bathroom suite or kitchen suite that have not suffered the **loss**, or
3. **loss** to fuses, protective devices, or lighting or heating elements caused by electricity, or
4. **loss**, cost or expense arising from any fault, defect, error or omission in:
  - (a) design, plan or specification, or
  - (b) workmanship, construction or materials.

However, this exclusion 4. applies only to the property directly affected. It does not apply to resultant sudden and **accidental loss** to other parts of the property, or

5. the breakdown, failure or wearing out of any mechanical or electrical equipment, or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

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## Gradual damage not covered

You are not covered for:

1. wear and tear, depreciation, corrosion or rust, or
2. rot or mildew, or
3. gradual deterioration, except for **loss** covered under the 'Hidden gradual damage' automatic additional benefit.

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## Intentional acts not covered

You are not covered for **loss** that is intentionally caused by any:

1. tenant, or
2. paying guest, or
3. person who occupies the **home**,

or any guest of 1., 2. or 3. above.

However, this exclusion does not apply where the **loss** is:

- (a) a result of fire or explosion, provided the fire or explosion was not intentionally caused by **you** or **your partner**, or
- (b) covered under the 'Landlord's protection' or 'Methamphetamine contamination' automatic additional benefits.

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## What we will pay:

### The most we will pay

Home sum insured

1. The most **we** will pay for **loss** to the **home**, exclusive of **special features**, for any **event** that occurs during the **period of cover** is the **home sum insured**. This includes:
  - (a) compliance costs,
  - (b) professional and other fees,
  - (c) demolition and removal costs,
  - (d) all automatic additional benefits, unless stated otherwise.
2. However, within the **home sum insured**, the most **we** will pay in total for any **event** that occurs during the **period of cover** for **loss** to:
  - (a) all retaining walls is \$25,000, and
  - (b) all **recreational features** is \$45,000,unless an increased limit is shown in the **schedule**, in which case that increased limit is the most **we** will pay for the respective property.

Special feature sum insured

3. The most **we** will pay for **loss** to any **special feature** for any **event** that occurs during the **period of cover** is its **special feature sum insured**. This includes:
  - (a) compliance costs,
  - (b) professional and other fees,
  - (c) demolition and removal costs.

Total sum insured

4. The most **we** will pay for **loss** under 'Section one – cover for your home' in total for any **event** that occurs during the **period of cover** is the **total sum insured**. This includes:
  - (a) the **home sum insured**,
  - (b) any **special feature sums insured**,
  - (c) all automatic additional benefits, unless stated otherwise.



#### Reduction of sums insured

5. Following **loss** to the **home** or any **special feature** for which a claim is payable under this policy or under the **EQC Act**, the **total sum insured** and the relevant sum insured or policy limit are reduced from the time of the **loss** by the amount required to repair the **loss**.

*For example, if a retaining wall suffers loss, the total sum insured and the home sum insured and the retaining wall limit are each reduced by the amount of that loss.*

6. If, at the commencement of the current **period of cover**, the **home** or any **special feature** has any pre-existing **loss** that was covered:
  - (a) in a previous **period of cover**, or
  - (b) under any other policy, or
  - (c) under the **EQC Act**,and such **loss** remains unrepaired at the start of the current **period of cover**, the **total sum insured** and the relevant sum insured or policy limit are reduced from the start of this **period of cover** by the amount required to repair that pre-existing **loss**.

#### Reinstatement of sums insured

7. When, and to the extent that any payment is applied to repair the **home** or any **special feature**, the **total sum insured** and the relevant sum insured or policy limit that were reduced by 'Reduction of sums insured' above are reinstated.

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#### If your home is economic to repair

If, in **our** opinion, it is economic to repair the **loss** to the **home**, **we** may choose to:

1. pay **you** the reasonable cost incurred to repair the part of the **home** that suffered the **loss**, or
2. pay **you our** estimate of the reasonable cost **you** would incur to repair the part of the **home** that suffered the **loss**.

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#### If your home is uneconomic to repair

1. If, in **our** opinion, it is uneconomic to repair the **loss** to the **home**, **you** may choose one of the following:
  - (a) Rebuild on the same site: **We** will pay **you** the reasonable cost incurred to rebuild the part of the **home** that suffered the **loss** to an equivalent size and specification on its original site, or
  - (b) Rebuild on another site: **We** will pay **you** the reasonable cost incurred to rebuild the part of the **home** that suffered the **loss** to an equivalent size and specification on another site that **you** provide anywhere in New Zealand. The cost must not be greater than **our** estimate of the reasonable cost of rebuilding the part of the **home** that suffered the **loss** on its original site less demolition and removal costs incurred, or
  - (c) Buy another home: **We** will pay **you** the reasonable cost incurred to buy another home anywhere in New Zealand, including reasonable and necessary legal and associated fees. However, **we** will not pay more than **our** estimate of the reasonable cost that would have been payable if the part of the **home** that suffered the **loss** had been rebuilt within a reasonable timeframe on the original site less demolition and removal costs incurred. Compliance costs, and professional and other fees are not included in the estimated rebuilding costs as these are only incurred when rebuilding occurs, or
  - (d) Accept a cash payment with **our** consent: At **our** sole discretion, **we** will pay **you our** estimate of the reasonable cost **you** would incur to rebuild the part of the **home** that suffered the **loss** less demolition and removal costs incurred. Compliance costs, and professional and other fees are not included in the estimated rebuilding cost as these are only incurred when rebuilding occurs.
2. If, in **our** opinion, it is uneconomic to repair the **loss** to the **home**, and **you** sell the **home** before the rebuilding begins, the most **we** will pay is the lesser of:
  - (a) the **total sum insured**, or
  - (b) the difference between the market value of the **home** immediately before and immediately after the **loss**, plus demolition and removal costs **we** determine are necessary,less any costs covered under this policy which have been met by **us** up to the date on which the sale settles.

## Settlement of your loss

The following clauses are subject to the provisions outlined above in 'What we will pay – The most we will pay'.

### Standard of repair or rebuild

**We** will pay the reasonable cost to repair or rebuild the part of the **home** that suffered **loss** to a condition as similar as possible to when it was new, using current industry accepted building materials and construction methods.

**We** will not pay for:

1. additional materials, work and expense required solely to comply with government or local authority bylaws and regulations, unless covered under 'Compliance costs' below, or
2. design, engineers', surveyors' and building consultants' fees, and consents and other associated legal fees, unless covered under 'Professional and other fees' below.

### Compliance costs

1. If **you** are repairing or rebuilding the **home**, **we** will also include the reasonable costs of additional materials, work and expense required solely to comply with government or local authority bylaws and regulations.

**We** will only pay these costs of compliance:

- (a) if the **home** complied with all requirements that existed at the time it was originally built and at the time of any alteration, and
  - (b) for the part of the **home** that has suffered **loss** covered under this policy.
2. **We** will not pay any costs of compliance if notice of non-compliance had already been served before the **loss** occurred.
  3. These costs are not payable when **you** buy another home or accept a cash payment as settlement of **your** claim, as described in 1. (c) or (d) of 'If your home is uneconomic to repair' above.

### Professional and other fees

1. If **you** are repairing or rebuilding the part of the **home** that suffered **loss**, **we** will also include the reasonable costs of:
  - (a) design, engineers', surveyors' and building consultants' fees, and
  - (b) consents and associated legal fees.
2. These costs must be necessary to repair or rebuild the part of the **home** that has suffered **loss**, and approved by **us** before they are incurred.
3. These costs are not payable when **you** buy another home or accept a cash payment as settlement of **your** claim, as described in 1. (c) or (d) of 'If your home is uneconomic to repair' above.

### Demolition and removal costs

1. If **we** accept a claim for **loss** to the **home**, **we** will also pay the reasonable costs of:
  - (a) demolition of the part of the **home** that suffered the **loss** that is necessary to effect the repair or rebuild of that **loss**, and the removal of debris associated with that, and
  - (b) removing **your** household contents when this is required to enable the **home** to be repaired or rebuilt, but not the cost of storing them or returning them to the **home**.
2. These costs must be necessary and approved by **us** before they are incurred.
3. If **we** pay to demolish any part of the **home**, this gives **us** the choice to take the debris and dispose of it as **we** see fit and retain any salvage obtained.

### Costs not covered

**We** will not pay for any costs that are incurred for:

1. any part of the **home** that has not suffered **loss**, unless this is necessary to repair or rebuild the **loss** covered, or
2. stabilising, supporting or restoring land, earth or fill, or
3. anyone **you** engage to prepare, advise on or negotiate a claim made under this policy.

*We will not pay these costs. You will have to meet these.*

## Automatic additional benefits - home

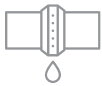
These benefits are subject to the terms of this policy, except where the terms are varied in the benefit. The amounts shown in these benefits are included in the **total sum insured**, unless expressly stated that it is an additional payment.

### Electronic programs



**You** are covered for the reasonable cost of restoring, re-setting or re-programming programs, software and other coded instructions necessary to operate any electronic equipment covered under this policy as part of the **home** where that electronic equipment has suffered **loss** covered under this policy. **You** are not covered for loss of any data stored on any of that electronic equipment.

### Hidden gradual damage



This policy is extended to cover:

1. **hidden gradual damage** to the **home** that occurs and that **you** discover during the **period of cover**, and
2. any other part of the **home** that is not directly affected but must be damaged or destroyed to locate the cause of the **hidden gradual damage**, provided **we** have first given **our** permission.

The most **we** will pay during an **annual period** is \$3,000.

*We will not pay the cost of searching for or repairing the source of the problem.*

### Keys and locks



If any key (including electronic keys or swipe cards or any equivalent device) or combination that gives access to:

1. the **home**, or
2. any safe or strongroom in the **home**,

is lost, damaged, stolen or believed on reasonable grounds to have been duplicated without **your** permission, during the **period of cover**, **we** will pay the cost of:

- (a) replacing any key to the **home** and altering or replacing the locks that the key was for, or
- (b) opening any safe or strongroom.

The most **we** will pay during an **annual period** is \$1,000.

If **you** have keys and locks cover under any other policy with **us**, the most **we** will pay during an **annual period** under all policies in total is \$1,000.

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

### Landlord's protection



This policy is extended to cover:

1. sudden and **accidental loss** to the **home** that occurs during the **period of cover** caused by:

- (a) an intentional act, or
- (b) vandalism, or
- (c) theft,

by any:

- (i) tenant, or
  - (ii) paying guest, or
  - (iii) person who occupies the **home**,
- or any guest of (i), (ii) or (iii) above.

The most **we** will pay for any **event** is \$25,000.

2. loss of rent where the tenant can legally stop paying the rent under the tenancy agreement because of:

- (a) prevention of access to, or
  - (b) accidental failure of public utilities at,
- the **home** during the **period of cover**.

The most **we** will pay for any **event** is 6 weeks' rent.



3. loss of rent following the tenant vacating the **home** without giving the required notice during the **period of cover**.  
  
The most **we** will pay for any **event** is 6 weeks' rent, less any amount recoverable by **you** from rent paid in advance.
4. loss of rent following eviction of the tenant for non-payment of rent during the **period of cover**.  
  
The most **we** will pay for any **event** is 6 weeks' rent, less any amount recoverable by **you** from rent paid in advance.
5. loss of rent due to the **home** being left unable to be lived in as a result of **loss** covered under 1. above.  
  
The most **we** will pay for any **event** for each residential dwelling shown in the **schedule** as covered under this policy is 52 weeks' rent, up to the amount shown in the **schedule** for 'Loss of rent'.

**IMPORTANT:** Please also read 'Landlord's obligations' under 'Policy conditions'.

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## Landscaping



This policy is extended to cover the reasonable cost to restore or reconstruct the garden or lawn within the residential boundaries of the **home**, provided:

1. the garden or lawn suffered **loss**, and a claim is payable for **loss** to the **home** from the same **event**, or
2. the garden or lawn suffered **loss** as a result of the **home** being repaired or rebuilt following **loss** covered under this policy.

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

This is in addition to any other payment under this policy.

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## Loss of rent



This policy is extended to cover the amount of any rent **you** have lost if the **home** cannot be lived in due to **loss** or **contamination damage** to the **home** that occurs during the **period of cover** that:

1. is covered under this policy, or
2. would have been covered under this policy, but is covered under the **EQC Act** instead,

while the **home** is a residential rental property or holiday home and this is shown in the **schedule**.

Cover under this benefit ends on the earlier of the date on which **we**:

- (a) settle **your** claim for **loss** or **contamination damage**, or
- (b) have paid **you** 12 months' loss of rent.

Where **we** have settled **your** claim for **loss** or **contamination damage** by payment of **our** estimate of the cost **you** would incur to repair or **remediate**, **we** will cover the amount of rent lost for the reasonable estimated period that it would take to repair or **remediate** that part of the **home** that suffered the **loss** or **contamination damage**.

The most **we** will pay for any **event** or **contamination claim** for each residential dwelling shown in the **schedule** as covered under this policy is the amount shown in the **schedule**.

This is in addition to any other payment under this policy.

If **you** have loss of rent cover under any other policy with **us**, the most **we** will pay for any **event** or **contamination claim** for each residential dwelling under all policies in total is the highest applicable limit.

*For holiday homes, we may determine loss of rent by using a combination of factors, for example: (a) confirmed future bookings, and (b) rent received in the 12 months preceding the loss or contamination damage.*

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## Methamphetamine contamination



This policy is extended to cover **contamination damage** to the **home** that first occurs and that **you** discover during the **period of cover**, subject to the following:

There is no cover for any **contamination damage** where any contamination existed or occurred prior to the current **period of cover**, unless the pre-existing contamination was disclosed to and accepted by **us** in writing. If **you** have insured the **home** with **us** (or any other brand underwritten by IAG New Zealand Limited) continuously since the earlier period when the **contamination damage** first occurred, **we** will waive the requirement for the **contamination damage** to have first occurred during the current **period of cover**.

Damage by you and certain others not covered

**You** are not covered for any **contamination damage** that is caused or contributed to, directly or indirectly, by or in connection with **you** or **your partner**, or any member of **your** or their family.

For the purposes of this exclusion, **you** includes any trustee or beneficiary of the trust if the **home** is owned by the trust, or any director or shareholder of the company if the **home** is owned by the company, or any unit title holder.

Cover by duration of tenancy

Where the **contamination damage** occurs in connection with any tenancy or occupancy of:

1. more than 90 days, there is no cover unless **you**, or the person who manages the tenancy on **your** behalf, have fully met the 'Landlord's obligations' under 'Policy conditions', or
2. 90 days or less, there is no cover unless the **contamination damage** was caused by an **accidental incident** in connection with the manufacture, distribution or storage (but only where the storage is in connection with supply or distribution) of **methamphetamine** at the **home**.

What we will pay

1. Where there is cover under this benefit, **we** will:
  - (a) reimburse **you** for the reasonable cost **you** have incurred during the **period of cover** for testing, provided:
    - (i) the testing is carried out in accordance with New Zealand Standard NZS 8510 or by an operator approved by **us**, and
    - (ii) the testing confirms **contamination damage** to the **home**, and
  - (b) pay to **remediate** that part of the **home** that suffered **contamination damage** subject to the provisions below.

*Please note – the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination and will not restore the home to its condition when it was new.*

2. **We** may choose to:
  - (a) pay **you** the reasonable cost incurred to **remediate** the part of the **home** that suffered the **contamination damage**, or
  - (b) pay **you** our estimate of the reasonable cost **you** would incur to **remediate** the part of the **home** that suffered the **contamination damage**.
3. The most **we** will pay for any **contamination claim** for each residential dwelling shown in the **schedule** as covered under this policy is the amount shown in the **schedule**.
4. An **excess** of \$2,500 or the **excess** shown in the **schedule**, whichever is greater, will apply to any **contamination claim** for each residential dwelling shown in the **schedule** as covered under this policy.

## Natural disaster



This policy is extended to cover sudden and **accidental loss** to the **home** that occurs during the **period of cover** caused by **natural disaster**, subject to the following:

Where EQC cover applies

1. If that **loss** is covered under the **EQC Act**, or would have been but for:
  - (a) the application of an excess under the **EQC Act**, or
  - (b) a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**, or
  - (c) a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever, or
  - (d) any act or omission on **your** part, the part of **your** agent, or the part of the Earthquake Commission,and the cost to repair or rebuild the part of the **home** that suffered the **loss** exceeds **your** maximum entitlement available (or that would have been available but for the reason in 1. (a) to (d) above), for that **loss** under the **EQC Act** (plus the excess under that Act), **we** will pay the difference between that maximum entitlement (plus that excess) and the cost to repair or rebuild the part of the **home** that suffered the **loss**.
2. The most **we** will pay under this benefit for any **event** is the difference between that maximum entitlement (plus the excess) under the **EQC Act** and the **total sum insured**.

Where no EQC cover applies

3. Where **your** claim for **loss** to the **home** under this benefit is for, or includes, any part of the **home** that is not covered under the **EQC Act**, then the **excess** will be the higher of:
  - (a) \$5,000, and
  - (b) the **excess** otherwise applicable to the claim under this policy.

*Some examples of parts of the home not covered under the EQC Act are any:*

- gate or fence,
- driveway,
- patio, path, paving, tennis court or other artificial surface,
- swimming pool or spa pool.

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## New building work



This policy is extended to cover sudden and **accidental loss** that occurs during the **period of cover** to:

1. any new structure being built within the residential boundaries of the **home**, if **you** own it (or if **you** are responsible for it while it is being built), provided it will be covered under this policy when complete, and
2. any materials within the residential boundaries of the **home** that are to be included in the new structure,

but only if the **loss** was caused by:

- (a) fire, explosion or lightning,
- (b) storm or flood, but not exposure to normal weather conditions,
- (c) riot or labour disturbance,
- (d) aircraft or other aerial or spatial device, or an article dropped from them,
- (e) impact by any **motor vehicle** or animal.

What is not covered

**We** do not cover any structure:

1. where the expected value of the completed work, or the price of the contract including materials, is more than \$10,000, or
2. that involves alteration to any part of the existing **home**, or
3. that involves excavation more than 1 metre deep, or
4. that has not been granted a building consent or similar if one is required.

What we will pay

The most **we** will pay during an **annual period** is \$10,000.

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## Post-event inflation protection



**We** may, at **our** sole discretion, increase the cover available under this policy if:

1. a **natural disaster**, flood or storm has occurred in the vicinity of the **home** causing widespread **loss** and, as a direct result of this widespread **loss**, building costs have increased due to a statistically significant increase in demand in **our** opinion, and
2. the **home** has suffered sudden and **accidental loss** that is covered under this policy and **your** claim in respect of that **loss** is settled on the basis of an actual repair or rebuild of the **home**, and
3. the actual cost to repair or rebuild:
  - (a) the **home** is higher than the **home sum insured**, or
  - (b) any retaining wall or **recreational feature** is higher than its corresponding limit shown in this policy, or
  - (c) any **special feature** is higher than its corresponding **special feature sum insured**,

solely due to the increase in building costs described in paragraph 1. above.

The most **we** will pay, in total, for all increases in cover is the amount calculated by applying the percentage of the statistically significant increase in demand to:

- (i) the **home sum insured**, and
- (ii) the corresponding limit for any retaining wall or **recreational feature** shown in this policy, and
- (iii) the **special feature sums insured**,

up to a maximum of 10% more than those respective sums insured or limits.

However, under no circumstances will **we** pay more than an additional 10% of the **home sum insured** in total for (i) and (ii) under this clause.

*For example:*

*An earthquake causes damage to a large number of homes in your town and substantially damages your home. As a result of all of the homes needing to be repaired/rebuilt, the cost of building materials and labour increases sharply. If your total sum insured of \$500,000 is no longer adequate because of the increased costs, we may pay up to \$550,000 to rebuild or repair your home and any retaining walls or recreational features.*

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## Sale and purchase



Where **loss** occurs after **you** have entered into an unconditional contract to sell the **home**, the purchaser is covered under this policy for that **loss** until the final settlement, or until they take possession of the **home**, whichever occurs first, provided:

1. they meet the terms of this policy, and
2. they have not otherwise insured the **home** at the time of the **loss**.

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## Stress payment



If, in **our** opinion, it is uneconomic to repair the **loss** to the **home**, **we** will also pay **you** \$1,000 for the stress caused by the **loss**.

If **you** have stress payment cover under any other policy with **us**, the most **we** will pay for any **event** under all policies in total is \$1,000.

This is in addition to any other payment under this policy.

---

## Water or sewage pipe blockage



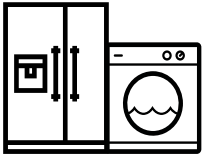
**We** will pay the reasonable cost towards clearing a blockage in an underground water or sewage pipe, provided the blocked pipe is within the residential boundaries of the **home**.

This benefit only covers the cost of clearing the blockage, and does not cover any other maintenance costs.

The most **we** will pay during an **annual period** is \$1,000.

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

## Section two – Cover for your contents



### What you are covered for:

This policy is extended to cover sudden and **accidental loss** to **contents** that occurs during the **period of cover** while they are in New Zealand:

1. at the **home**, or
2. in **your** possession or in the possession of **your partner** or a member of **your** family while in transit from the place where they were acquired or from **your** permanent residence to the **home**.

### What you are not covered for:

*IMPORTANT: Please also read 'Policy exclusions that apply to all parts of this policy'.*

#### Causes of loss not covered

**You** are not covered for **loss** to **contents** connected in any way with:

1. structural additions or structural alterations, unless **we** have been notified of the additions or alterations beforehand and **we** have agreed in writing to cover this, or
2. water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
  - (a) **you**, or
  - (b) any other person who is acting on **your** authority, or
3. insects, rodents or vermin (other than possums), or
4. **natural disaster**, unless cover is provided under the 'Natural disaster' automatic additional benefit.

However, exclusions 1., 2. and 3. apply only to **contents** directly affected. They do not apply to resultant sudden and **accidental loss** to other **contents**.

#### Types of loss not covered

**You** are not covered for:

1. repairing or replacing parts of a pair or set that have not suffered **loss**, or
2. **loss** to fuses, protective devices, or lighting or heating elements caused by electricity, or
3. **loss**, cost or expense arising from any fault, defect, error or omission in:
  - (a) design, plan or specification, or
  - (b) workmanship, construction or materials.

However, this exclusion 3. applies only to **contents** directly affected. It does not apply to resultant sudden and **accidental loss** to other **contents**, or

4. the breakdown, failure or wearing out of any mechanical or electrical equipment, or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

#### Gradual damage not covered

**You** are not covered for:

1. wear and tear, depreciation, corrosion or rust, or
2. rot or mildew, or
3. gradual deterioration.

---

### Intentional acts not covered

**You** are not covered for **loss** that is intentionally caused by any:

1. tenant, or
2. paying guest, or
3. person who occupies the **home**,  
or any guest of 1., 2. or 3. above.

However, this exclusion does not apply where the **loss** is:

- (a) a result of fire or explosion, provided the fire or explosion was not intentionally caused by **you** or **your partner**, or
- (b) covered under the 'Intentional acts' or 'Methamphetamine contamination' automatic additional benefits.

---

### What we will pay:

#### Contents covered for repair or replacement

For all **contents** other than those listed under 'Contents covered for present value' below, **we** will at **our** option pay:

1. the cost to replace the item if it is under 5 years of age, or
2. the **present value** of the item if it is 5 years of age or over, or
3. the cost to repair the item as nearly as possible to the same condition it was in immediately before the **loss** occurred.

---

#### Contents covered for present value

For the following items of **contents**:

1. watercraft and its parts and accessories, or
2. bicycle, or
3. linen, or
4. item that **you** choose not to repair or replace,

**we** will at **our** option pay:

- (a) the **present value** of the item, or
- (b) the cost to repair the item as nearly as possible to the same condition it was in immediately before the **loss** occurred.

---

#### Maximum payment for bicycles

The most **we** will pay for any **event** for a bicycle is \$3,000, unless it is specified in the **schedule** with a higher sum insured.

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#### Maximum payment

The most **we** will pay for any **event** is the **contents sum insured**.

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## Automatic additional benefits - contents

These benefits are subject to the terms of this policy, except where the terms are varied in the benefit. The amounts shown in these benefits are included in the **contents sum insured**, unless expressly stated that it is an additional payment.

#### Electronic data and programs



This policy is extended to cover sudden and **accidental loss** to **contents** at the **home** that occurs during the **period of cover** consisting of:

1. licensed computer software (including gaming software) and programs, or
2. digital data (including audio and video files),

in any format, provided:

- (a) **you** legally owned the software, programs or digital data, and
- (b) it was on **your** own storage device which suffered **loss** covered under this policy.



**We** will not pay for any of the following:

- (i) the cost of re-installing, re-setting or recreating the software, programs or digital data, or
- (ii) **loss** caused directly or indirectly by or in connection with a **computer virus**.

The most **we** will pay for any **event** is the **present value** of the **loss** up to the **contents sum insured**.

---

### Intentional acts



The 'Landlord's protection' automatic additional benefit – clause 1. (intentional acts) under 'Section one – cover for your home' is extended to cover **contents** at the **home** on the same terms as outlined in the benefit wording.

The most **we** will pay for any **event** for both the **home** and **contents** in total is \$25,000, and within this amount the most **we** will pay for **contents** is the **contents sum insured**.

---

### Methamphetamine contamination



The 'Methamphetamine contamination' automatic additional benefit under 'Section one – cover for your home' is extended to cover **contents** at the **home** on the same terms as outlined in the benefit wording.

The most **we** will pay for any **contamination claim** for both the **home** and **contents** in total is the amount shown in the **schedule**, and within this amount the most **we** will pay for **contents** is the **contents sum insured**.

---

### Natural disaster



The 'Natural disaster' automatic additional benefit under 'Section one – cover for your home' is extended to cover **contents** at the **home** on the same terms as outlined in the benefit wording.

The most **we** will pay for any **event** is the difference between that maximum entitlement (plus the excess) under the **EQC Act** and the **contents sum insured**.

## Section three – Your legal liability



### What you are covered for:

#### Legal liability

**You** are covered for **your** legal liability for:

1. **accidental loss** to someone else's property, or
2. **bodily injury** to someone else,

that occurs during the **period of cover** in New Zealand, caused by or through or in connection with **your** ownership of the **home** or its grounds, or **contents**.

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#### Defence costs

**You** are also covered for defence costs **you** necessarily and reasonably incur, with **our** prior approval, in relation to liability arising under the items above.

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#### Reparation

**You** are covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of cover** in connection with **your** ownership of the **home** or its grounds, or **contents**, provided:

1. **you** tell **us** immediately if **you** are charged with any offence in connection with **your** ownership of the **home** or its grounds, or **contents**, that resulted in **loss** of property or **bodily injury** to another person, and
2. **we** give **our** written approval before any offer of **reparation** is made.

There is no cover for any amounts that are covered under the Accident Compensation Act 2001 ('the 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, or
- (b) the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- (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 clause should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

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### What you are not covered for:

*IMPORTANT: Please also read 'Policy exclusions that apply to all parts of this policy'.*

**You** are not covered for:

1. liability connected in any way with:
  - (a) any business (other than renting the **home** as a residence or holiday home), trade, profession or sponsorship, or
  - (b) any contract or agreement, unless **you** would have been liable even without the contract or agreement, or
  - (c) the ownership or use of any:
    - (i) **motor vehicle** (other than any domestic garden appliance, electric wheelchair, mobility

scooter, golf cart, bicycle or children's motorcycle not exceeding 50cc used only off road), trailer or caravan, or

(ii) aircraft or other aerial device, or

(iii) watercraft, unless it is covered under this policy, or

(d) any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the **period of cover** and is caused by a sudden and **accidental event** that occurs during the **period of cover**.

2. punitive or exemplary damages or fines.

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## What we will pay:

### Legal liability

The most we will pay for any **event** is \$2,000,000.

This is in addition to any other payment under this policy.

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### Defence costs

Defence costs covered under this policy will be paid in addition to the 'Legal liability' limit (above) and any other payment under this policy.

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### Settlement of any claim

We may pay the full amount under this part of this policy, or any lesser amount for which the liability can be settled plus defence costs incurred, and this will meet all **our** obligations under this part of this policy.

# Policy exclusions that apply to all parts of this policy

## Confiscation

**You** are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control **loss** that would otherwise have been covered under this policy.

## Consequential loss

**You** are not covered for any kind of consequential loss other than as specifically provided for under the loss of rent automatic additional benefits.

*For example, you are not covered for financial loss that occurs as a result of physical loss or physical damage that is covered under the policy.*

## Earth movements

**You** are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with:

1. subsidence or erosion, or
2. settling, warping or cracking caused by earth or other movements.

However, this exclusion 2. does not apply to **loss** covered under the 'Natural disaster' automatic additional benefit.

## Electronic data and programs

**You** are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever, including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion does not apply to:

1. physical damage to other covered property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded, and
2. any loss covered under the 'Electronic programs' or 'Electronic data and programs' automatic additional benefits.

## Excess

For each **incident** the relevant **excess** will be deducted from the amount of **your** claim, unless stated otherwise under an additional benefit.

If **you** have more than one dwelling covered under this policy, the **excess** applies individually to each dwelling.

Where an **incident** occurs that results in a claim under more than one benefit (or sub-section of a benefit) of this policy, only one **excess** will apply, being the highest applicable **excess**.

The **excess** is deducted after any policy limits have been applied.

*For example, if a limit of \$1,000 applies and an excess of \$400 is payable by you, the amount we will pay is \$600.*

## Intentional or reckless acts

**You** are not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by **you** or anyone else covered under this policy.

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<b>Nuclear</b>	<p><b>You</b> are not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:</p> <ol style="list-style-type: none"><li>1. ionising radiation or contamination by radioactivity from:<ol style="list-style-type: none"><li>(a) any nuclear fuel, or</li><li>(b) any nuclear waste from the combustion or fission of nuclear fuel.</li></ol></li><li>2. nuclear weapons material.</li></ol>
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<b>Sanctions</b>	<p><b>You</b> are not covered for any loss, damage, cost, expense, prosecution or liability to the extent that the provision of such cover or the payment of such claim would contravene any:</p> <ol style="list-style-type: none"><li>1. sanction, prohibition or restriction under any United Nations resolution, or</li><li>2. trade or economic sanctions, laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America or the European Union.</li></ol>
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<b>Terrorism</b>	<p><b>You</b> are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an <b>act of terrorism</b>, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an <b>act of terrorism</b>.</p>
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<b>Unlawful substances</b>	<p><b>You</b> are not covered for any loss, damage, cost, expense, prosecution or liability in connection with the presence at the <b>home</b> of any 'controlled drug' as defined in the Misuse of Drugs Act 1975.</p> <p>However, this exclusion does not apply to:</p> <ol style="list-style-type: none"><li>1. loss covered under the 'Loss of rent' or 'Methamphetamine contamination' automatic additional benefits, or</li><li>2. <b>loss</b> caused by the <b>accidental</b> spread of fire or explosion, or</li><li>3. liability for <b>accidental loss</b> to someone else's property as a result of <b>your</b> being a residential landlord and caused by, through or in connection with <b>your</b> ownership of the <b>home</b>, provided:<ol style="list-style-type: none"><li>(a) <b>you</b>, or the person who manages the tenancy on <b>your</b> behalf, have fully met the 'Landlord's obligations' under 'Policy conditions', and</li><li>(b) <b>you</b>, or the person who manages the tenancy on <b>your</b> behalf, have tested for the presence of <b>methamphetamine</b> before and after each tenancy of the <b>home</b>, such testing having been completed in accordance with the New Zealand Standard NZS 8510 or by an operator approved by <b>us</b>, and such testing confirmed that <b>methamphetamine</b> contamination at the <b>home</b> does not exceed the <b>contamination level</b>.</li></ol></li></ol>
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<b>War</b>	<p><b>You</b> are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:</p> <p>war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, insurrection, rebellion, revolution, or military or usurped power.</p>
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# How to claim

## What you must do

If anything occurs that may lead to a claim under this policy, **you** must:

1. do what **you** can to take care of the **home** and **contents**, and to prevent any further loss, damage, cost, expense, prosecution or liability, and
2. tell **us** as soon as possible, and
3. notify the police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **home** and **contents** before any repairs are started, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information, in connection with the claim, being:
  - (a) disclosed to **us**, and
  - (b) transferred to the Insurance Claims Register Limited, and
8. not destroy or dispose of anything that is or could be part of a claim, and
9. tell **us** immediately if **you** are charged with any offence which resulted in **loss** of property or **bodily injury** to another person.

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## What you must obtain our agreement to do

**You** must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery, or
4. negotiate, offer to pay or pay any **reparation**, including, but not limited to, offers made as part of any case management conference or sentencing hearing.

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## Actions we may take

**We** may take action in **your** name to:

1. negotiate, defend or settle any claim against **you** that is covered under this policy, and
2. recover from any other person anything covered under this policy.

**You** must assist **us** with these actions. **We** will be responsible for the reasonable legal costs of these actions.



# Policy conditions

## Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- (a) decline **your** claim, either in whole or in part,
- (b) decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- (c) declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

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## True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including, but not limited to, when:

1. this insurance is **applied** for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

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## Assignment

Except as outlined in 'Other parties with a financial interest' below, **you** cannot otherwise transfer or assign any of **your** entitlements or benefits under this policy to any person or entity without **our** prior written consent.

However, this restriction does not apply to the amount payable under 'If your home is uneconomic to repair, 2.'

---

## Cancellation

By you

**You** may cancel this policy at any time by notifying **us** or **your** broker. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of cover**. **You** must pay any outstanding premium for the used portion of the **period of cover**.

By us

**We** may cancel this policy at any time by giving **you** or **your** broker notice in writing or by electronic means at **your** or **your** broker's last known address. Unless otherwise specified in this policy, cancellation will take effect from the 30th day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of cover**.

Automatically

1. This policy will be automatically cancelled if **you** do not pay the premium. Cancellation under this clause will be effective from the date to which the policy was paid up to.
2. If, in **our** opinion, it is uneconomic to repair the **loss** to the **home**, this policy will be automatically cancelled from the date **we** pay **your** claim or the date on which rebuilding commences, whichever occurs first. **We** will not refund **you** any premium for the unused portion of the **period of cover**.

*This means that you will need to make new insurance arrangements on any replacement home.*

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## Change of terms

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

<b>Changes in circumstances</b>	<p><b>You</b> must notify <b>us</b> or <b>your</b> broker immediately if, after <b>we</b> have accepted <b>your application</b> for this policy, there is a material:</p> <ol style="list-style-type: none"> <li>1. increase in the risk covered, or</li> <li>2. alteration in the risk covered.</li> </ol> <p><b>We</b> may change the terms of this policy in response to any material change in circumstances <b>you</b> or anyone else advises to <b>us</b>. The change in terms will be effective from the date of the change in circumstances.</p> <p><i>Information is 'material' where we would have made different decisions about either:</i></p> <p><i>(a) accepting your insurance, or (b) setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.</i></p> <p><i>The 'risk covered' refers to both: (a) the actual property or liabilities covered (known as physical hazard), and (b) you or other persons covered under this policy (known as moral hazard).</i></p>
<b>Currency</b>	Any amounts shown in this policy and in the <b>schedule</b> are in New Zealand dollars.
<b>Goods and Services Tax (GST)</b>	Any amounts shown in this policy and in the <b>schedule</b> include GST.
<b>Governing law and jurisdiction</b>	The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.
<b>Joint insurance</b>	<p>If this policy covers more than one person, then all persons are jointly covered.</p> <p><i>This means that a breach of this policy by any one person affects everyone's ability to claim under this policy.</i></p>
<b>Landlord's obligations</b>	<p><b>You</b>, or the person who manages the tenancy on <b>your</b> behalf, must:</p> <ol style="list-style-type: none"> <li>1. exercise reasonable care in the selection of the tenant(s) by at least obtaining satisfactory identification and written or verbal references for each adult tenant and when a reasonable landlord would consider it appropriate also check their credit and Tenancy Tribunal history, and</li> <li>2. keep written records of the pre-tenancy checks conducted for each adult tenant, and provide to <b>us</b> a copy of these if <b>we</b> request it, and</li> <li>3. collect a total of 3 weeks' rent in any combination of rent in advance and bond that will be registered with Tenancy Services, and</li> <li>4. complete an internal and external inspection of the <b>home</b> at a minimum of 3-monthly intervals and the relevant residential dwelling upon every change of tenant(s), and</li> <li>5. keep photographs and a written record of the outcome of each inspection, and provide to <b>us</b> a copy of these if <b>we</b> request it, and</li> <li>6. monitor rents on a weekly basis with 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) remains in residence, and</li> <li>7. make application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986 if: <ol style="list-style-type: none"> <li>(a) the rent is 21 days in arrears, or</li> <li>(b) <b>you</b> become aware of any illegal activity by the occupant(s) at the <b>home</b>, or</li> <li>(c) intentional damage to the <b>home</b> is caused by the occupant(s).</li> </ol> </li> </ol> <p>If the <b>home</b> is provided to and occupied by <b>your</b> employee as part of their employment package with <b>you</b>, then obligations 3., 6. and 7.(a) do not apply.</p>

If the **home** is occupied by short-term paying guests as a holiday home, then the above obligations do not apply.

*See also 'Unlawful substances' point 3.(b) in 'Policy exclusions that apply to all parts of this policy' above for an additional requirement in order to be covered for methamphetamine contamination-related liability as a landlord.*

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### Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

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### Other insurance

**You** must tell **us** if the **home** or **contents** are or become covered under any other insurance. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

---

### Other parties with a financial interest

If **we** know of any financial interest over the **home** or **contents**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest under this policy is not covered and does not have rights to claim under this policy.

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### Reasonable care

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

**Your** claim will not be covered if **you** are reckless or grossly irresponsible.

# Definitions

The definitions apply to the plural and any derivatives of the words.

For example, the definition of 'accidental' also applies to the words 'accident', 'accidents' and 'accidentally'.

accidental	unexpected and unintended by <b>you</b> .
act of terrorism	<p>an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and that:</p> <ul style="list-style-type: none"><li>• involves violence against one or more persons, or</li><li>• involves damage to property, or</li><li>• endangers life other than that of the person committing the action, or</li><li>• creates a risk to health or safety of the public or a section of the public, or</li><li>• is designed to interfere with or disrupt an electronic system.</li></ul>
annual period	<p>the <b>period of cover</b>. However, if:</p> <ul style="list-style-type: none"><li>• <b>your</b> premium is paid at a frequency other than annual, or</li><li>• the <b>period of cover</b> is for more than 12 months,</li></ul> <p>the annual period is the current 12-month period calculated consecutively from the date this policy first started.</p>
application	the information provided by <b>you</b> to <b>us</b> when <b>you</b> purchased this insurance or requested a quotation for this insurance from <b>us</b> .
bodily injury	the <b>accidental</b> death of, or <b>accidental</b> bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
computer virus	a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, 'Trojan horses', 'worms' and 'time or logic bombs'.
contamination claim	<b>contamination damage</b> arising out of or attributable to an <b>event</b> or multiple <b>events</b> regardless of the number of acts, persons, tenancies, occupancies or <b>incidents</b> involved.
contamination damage	loss caused by <b>methamphetamine</b> contamination that exceeds the <b>contamination level</b> .
contamination level	the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.
contents	<p>any of the following:</p> <ul style="list-style-type: none"><li>• fixtures or fittings not permanently attached to the <b>home</b>, including drapes and light fittings,</li><li>• household goods, such as whiteware appliances, indoor and outdoor furniture, heaters, cooking facilities including barbeques, televisions, linen or cutlery,</li><li>• loose floor coverings, including mats, rugs or runners,</li><li>• watercraft or outboard motor with a <b>present value</b> of \$2,500 or less and their parts and accessories</li></ul>

that are in them or attached to them,

- domestic garden appliance, electric wheelchair, mobility scooter, golf cart, bicycle or children's motorcycle not exceeding 50cc used only off road (including their parts and accessories),

that are owned by or hired to **you** (provided **you** are legally liable under the hire agreement), and provided by **you** for use at the **home**.

It does not include any:

- personal effects, or
- livestock, domestic pet or other creature, or
- fitted floor covering (including glued, smooth edge or tacked carpet, or floating floor) of the dwelling or its domestic outbuildings, or
- watercraft or outboard motor with a **present value** of more than \$2,500 and their parts and accessories that are in them or attached to them, or
- **motor vehicle** (other than any domestic garden appliance, electric wheelchair, mobility scooter, golf cart, bicycle or children's motorcycle not exceeding 50cc that is used only off road), trailer or caravan and their parts and accessories that are in them or attached to them, or
- aircraft or other aerial device and their parts and accessories that are in them or attached to them.

<b>contents sum insured</b>	the amount shown in the <b>schedule</b> of the same name inclusive of all amounts under 'Section 2 – cover for your contents', unless stated otherwise within such benefit(s).
<b>electronic data</b>	facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
<b>EQC Act</b>	Earthquake Commission Act 1993 or any Act in substitution of that Act.
<b>event</b>	any one event or series of events arising from one source or original cause.
<b>excess</b>	the first amount of the claim that <b>you</b> must pay, which is shown in either the <b>schedule</b> or in this policy wording.
<b>hidden gradual damage</b>	<p>hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from any internal:</p> <ul style="list-style-type: none"><li>• tank that is plumbed into the water reticulation system of the <b>home</b> and is permanently used to store water, or</li><li>• water pipe, or</li><li>• waste disposal pipe,</li></ul> <p>installed at the <b>home</b>.</p>
<b>home</b>	<p>the residential dwelling(s) that <b>you</b> own at the situation shown in the <b>schedule</b> including any of the following used at all times solely for domestic purposes:</p> <ul style="list-style-type: none"><li>• outbuildings within the residential boundaries of the situation on which the residential dwelling(s) is situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter,</li><li>• fixtures and fittings permanently attached to the residential dwelling(s) or any outbuildings included above. This includes: kitchen stove, hob or range hood, any other home appliance that is permanently wired, permanently plumbed or permanently built-in,</li><li>• kitchen oven permanently attached or not,</li><li>• fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or any outbuildings included above,</li><li>• driveway of permanent construction that provides direct access to the residential dwelling(s) or any outbuildings included above,</li><li>• patio, paths and paving of permanent construction, deck, steps, gate or fence, provided they are on or within the residential boundaries within which the residential dwelling(s) is situated,</li></ul>

- walls including garden and retaining walls,
- **recreational features**,
- public utility services supplying the residential dwelling(s) or any outbuildings included above, including, but not limited to, power and telephone lines, data cables, supply and waste water pipes,
- permanently sited water storage tank, septic tank or heating oil tank and its associated equipment (excluding its contents),
- solar power and solar water heating systems.

It also includes any of the following at the situation shown in the **schedule** that **you** own primarily for domestic use but that may also have limited use for rural lifestyle purposes:

- outbuildings for the storage of:
  - (a) tools,
  - (b) animal feed,
  - (c) uninstalled equipment, or
  - (d) machinery and vehicles,
- bridge, culvert, permanent ford or dam, provided the replacement cost is \$15,000 or less,
- well or bore hole including its pump, lining or casing, provided the replacement cost is \$10,000 or less,
- private utility plant and associated equipment, including, but not limited to, wind or water mills, or diesel generators, provided the replacement cost is \$10,000 or less.

It does not include any of the following, unless it is shown in the **schedule** as a **special feature** with a corresponding **special feature sum insured**:

- bridge, culvert, permanent ford or dam, with a replacement cost of more than \$15,000,
- well or bore hole including its pump, lining or casing, with a replacement cost of more than \$10,000,
- private utility plant and associated equipment, including, but not limited to, wind or water mills, or diesel generators, with a replacement cost of more than \$10,000,
- wharf, pier, landing or jetty,
- cable car and its associated equipment.

It does not include any of the following:

- any part of the home that is used for business or commercial purposes except where:
  - (a) it is rented out as a residential property or holiday home, or
  - (b) it is used solely as a home office for clerical purposes,
- any part of the home that is built for or used for farming or rural lifestyle purposes whether commercial or not, including, but not limited to, stables, barns or other farm buildings that provide animal shelter, or outbuildings that are solely used to store animal feed or machinery,
- any part of the home being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation, unless cover is provided by the 'New building work' automatic additional benefit,
- gravel or shingle, including a gravel or shingle: driveway, path, patio or paving,
- loose floor covering including: mats, rugs or runners,
- temporary structure,
- fittings that are not permanently attached, including, but not limited to, curtains and blinds,
- appliances that are not permanently wired, permanently plumbed or permanently built-in other than a kitchen oven,
- household goods and personal effects,
- live plants including any: tree, shrub, hedge or grass, other than the cover provided under the 'Landscaping' automatic additional benefit,
- land, earth or fill,
- structure or property not at the situation shown in the **schedule**.

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## home sum insured

the amount shown in the **schedule** of the same name. This includes any increased policy limits for retaining walls and **recreational features**.

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## incident

something that occurs at a particular point in time, at a particular place and in a particular way.



<b>loss</b>	physical loss or physical damage.
<b>methamphetamine</b>	the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any of their precursor chemicals and by-products.
<b>motor vehicle</b>	any type of machine on wheels or caterpillar tracks that is made or intended to be propelled by its own power, as well as anything towed by the machine.
<b>natural disaster</b>	an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the <b>EQC Act</b> .
<b>partner</b>	<b>your</b> husband or wife or person with whom <b>you</b> are living in the nature of a marriage.
<b>period of cover</b>	the Period of Cover shown in the <b>schedule</b> .
<b>present value</b>	the estimated reasonable cost to replace an item with an item in New Zealand that is of equivalent age, quality and capability, and is in the same general condition.
<b>recreational features</b>	any tennis court or permanently fixed swimming pool or permanently fixed spa pool including its ancillary equipment and pump(s).
<b>remediate</b>	to reduce the level of <b>methamphetamine</b> contamination to below the <b>contamination level</b> .  <i>Please note – the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination and will not restore the home to its condition when it was new.</i>
<b>reparation</b>	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.
<b>schedule</b>	the latest version of the Schedule <b>we</b> issued to <b>you</b> for this policy.
<b>special feature</b>	any item that is listed in the <b>schedule</b> with a corresponding <b>special feature sum insured</b> .
<b>special feature sum insured</b>	the Sum Insured amount shown in the <b>schedule</b> that corresponds with the <b>special feature</b> .
<b>total sum insured</b>	the amount shown in the <b>schedule</b> of the same name inclusive of: <ul style="list-style-type: none"> <li>the <b>home sum insured</b>, which includes any limits for retaining walls and <b>recreational features</b>, and</li> <li>any <b>special feature sums insured</b>, and</li> <li>additional benefits, unless stated otherwise within such benefit(s).</li> </ul>
<b>we, us, our</b>	NZI, a business division of IAG New Zealand Limited.
<b>you</b>	the person(s) or entity shown as the Insured in the <b>schedule</b> .



Initio landlord insurance policy NZ1811

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