

# Home Plus and Contents Plus Insurance

Policy Wording

**ami**



# Welcome to your policy

## Thank you for choosing AMI Insurance

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

## How to contact us

In **New Zealand**, just call **0800 100 200**. If you have any questions, need help, or want to make a claim, our contact centres are available 7 days a week or visit [ami.co.nz](http://ami.co.nz)

From overseas call us direct on **+64 3 371 9000**.



**WriteMark**<sup>®</sup>  
Plain Language Standard

Our promise to customers includes communicating clearly. This document meets the WriteMark quality award, independent proof we have achieved a high standard of plain language.

# Contents

Important information about your policy	3
Section 1 – Home Plus Insurance	8
• Your cover at a glance	8
• Part one – cover for your home	10
• Part one – automatic benefits	17
• Part one – optional benefits	23
• Part two – your legal liability	24
Section 2 – Contents Plus Insurance	25
• Your cover at a glance	25
• Part one – cover for contents	27
• Part one – automatic benefits	32
• Part one – optional benefits	38
• Part two – legal liability	39
Exclusions – what we do not cover	40
Claims – what you need to do	48
Conditions of your cover	49
Definitions	53
How we pay claims – some examples	55



# Important information about your policy

'You' and 'your' mean any person or entity shown as the Insured in your **policy schedule**. If you have Contents Insurance, 'you' and 'your' include any **partner** of the Insured. 'We', 'us' and 'our' mean IAG New Zealand Limited.

## What your policy is

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

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

## Receiving your policy documents

You may choose to receive your policy documents by email or post:

- If we send your policy documents to you by email, we will send them to the person and email address you nominated for receiving policy documents. Any policy documents we send to this email address will be considered to have been received by you 24 hours after we send them.
- If we send your policy documents to you by post, we will send them to the person and mailing address you nominated for receiving policy documents.

You are responsible for making sure the person and email or mailing address we have for your policy documents are correct. If any of these contact details change, you must let us know as soon as possible. We will consider you have received all policy documents we send to the person and email or mailing address you nominated, even if those details are no longer correct.

## How to read your policy

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

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

## What you must let us know about as soon as possible

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

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



See also:

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

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

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

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

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

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

- you let us know within the 15 days
- you have not made a claim under the cover that you have changed your mind about.

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

## No cover for certain events for the first 72 hours

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

However, this restriction does not apply if either:

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

In this clause, 'bushfire' means any wildfire.

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

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

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



However, this restriction does not apply if either:

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

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

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

## You pay the excess

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

If you have Home Insurance and your policy insures more than one dwelling at the same address, the excess applies individually to each dwelling.

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

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

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

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

A \$750 excess applies.

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

**Cover:** We pay you \$1,750.

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

A \$750 excess applies.

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

**Cover:** We pay you \$1,250.



## We provide cover if you pay the premium

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

You may pay the premium in either:

- one lump sum each year
- instalments by direct debit from an account or credit card you nominate, if we offer you the option of instalments.

Your **policy schedule** shows the amount you need to pay and the due date for the annual premium or each instalment.

## What happens if you do not pay on time

If any premium is not paid by the due date, we will send you a notice. The notice will outline the overdue amount and when it needs to be paid to keep your policy active.

If the premium remains unpaid after the date specified in our notice, we will cancel your policy for non-payment. If you choose to pay the premium in instalments, cancellation will take effect from the date your policy was paid up to.

If you choose to pay the premium in one lump sum each year but do not pay in full, cancellation will take effect from the date your new policy started or your existing policy renewed. We will refund any partial premium paid.

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

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

## What happens when your policy is about to renew

We will write to you at least 14 days before your policy expires. We will let you know the date and time of expiry and advise you if we are prepared to renew your policy. If we offer to renew your policy, we will send you an updated **policy schedule** and quote a renewal premium. You should review any offer of renewal to ensure the insurance cover is still appropriate for you.

If you paid the last premium by direct debit, we continue to deduct the renewal premium in the same way from the same account or credit card. This means your policy will automatically renew if we offer you a renewal. We do this whether you pay in one lump sum each year or in instalments. If you do not want us to continue to deduct these payments and automatically renew your policy, please contact us before your current policy expires.

On renewal, we may change any of the following sums insured to account for general factors that affect the repair, replacement or rebuilding cost:

- your **home sum insured**
- any **special feature sums insured**
- your **contents sum insured**.

If you have **specified items** under your Contents Insurance, your **specified sums insured** for these items will remain at the value you nominated. As we do not review or change your **specified sums insured** on renewal, you must ask us to update these sums insured if you want them changed.



In our offer of renewal, we show you the sums insured that will apply during the next **period of insurance**. You are responsible for checking that the sums insured are enough to cover **loss** to your home, any **special features** or contents. If you do not agree with the sums insured in our offer of renewal, please contact us.

## How we collect and use your personal details

We collect and hold the personal information you gave us when you applied for your policy, and any further information you give us while insured with us, including when you make a claim.

We use this information to decide whether and on what terms to provide you with insurance cover, and to administer your policy and any claims. To do these things, we may share your personal information with our service providers and other parties that have a financial interest in the covered property.

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

## You can make a complaint

Sometimes things do not go to plan and at times you may feel we have let you down. If this happens, please let us know. We will do our best to put things right or explain something we could have made clearer.

If you are still not satisfied, you can make a complaint by contacting us. We will take you through the steps of the complaints process and continue to work with you to try and find a resolution.





# Section 1 – Home Plus Insurance

This section applies if your **policy schedule** shows you have Home Plus Insurance.

## Your cover at a glance

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

	Home Plus Insurance
<b>What we cover</b>	
Sudden and accidental loss or damage	✓
Legal liability	✓
<b>Automatic cover and benefits</b>	
Electronic programs	✓
Fatal injury	✓
Hidden gradual damage	✓
Landscaping	✓
Methamphetamine contamination	✓
Natural hazard damage	✓
New structure build	✓
Removal of debris	✓
Replacement of keys and locks	✓
Sale and purchase	✓
Stress payment	✓
Sustainability upgrade	✓
Temporary accommodation	✓
Water or sewage pipe blockage	✓



## Home Plus Insurance

### Optional benefits

Additional costs for heritage homes	Available to purchase
Excess-free glass and bathroom fixtures	Available to purchase
Lifestyle block fencing	Available to purchase
Matching floor coverings	Available to purchase



# Part one – cover for your home

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

## What we cover

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

## What we mean by 'home'

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

## What 'home' also includes

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

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

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

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

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

- outbuildings within or on the residential boundary of your home and that may be used for the storage of any:
  - tools
  - animal feed
  - uninstalled equipment
  - machinery and vehicles
- bridges, culverts, permanent fords and dams
- wells and boreholes including their pumps, linings and casings
- private utility plant and associated equipment, such as wind and water mills, and diesel generators.



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

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

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

## What 'home' does not include

We do not cover any:

- Parts of your home that are used for business or commercial purposes, except if:
  - your home is rented out as a residential property
  - the part of your home is used only as a home office for clerical purposes.
- Parts of your home that are built for or used for farming or rural lifestyle purposes, whether commercial or not. Examples are stables, barns or other farm buildings that provide animal shelter, outbuildings used primarily to store animal feed or machinery, or fences.  
However, this does not apply to the extent cover is provided:
  - for the limited rural lifestyle use of certain items described above in 'What 'home' also includes'
  - under the 'Lifestyle block fencing' optional benefit.
- Parts of your home that are being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation, except as provided under the 'New structure build' automatic benefit.
- Temporary structures.
- Loose gravel or shingle, including gravel or shingle driveways, patios, paths or paving.
- Fittings not permanently attached, such as curtains or blinds.
- Loose floor coverings, such as mats, rugs or runners.
- Appliances not permanently fitted to the gas, plumbing or electrical supply, except kitchen ovens.
- Household goods and personal effects.
- Live plants, including trees, shrubs, hedges or grass, except as provided under the 'Landscaping' automatic benefit.
- Land, earth or fill.
- Structures or property not at the property address shown in your **policy schedule**.

## What we pay – the most we pay

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

### When the most we pay is the replacement cost up to your total sum insured

The most we pay for **loss** to your home for an **event** is your **total sum insured**, if either:

- your **policy schedule** shows the basis of settlement is 'Sum insured replacement'
- your **policy schedule** shows the basis of settlement is 'Replacement' but the **loss** is not as a result of fire or explosion.

### Home sum insured

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



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

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

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

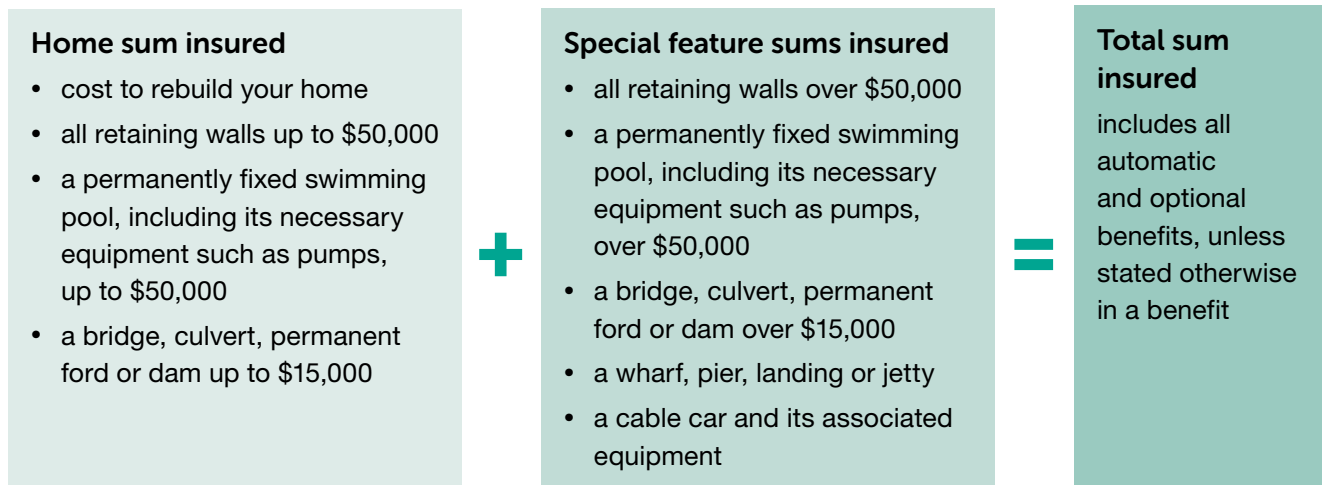
### Special feature sum insured

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

### Total sum insured

The most we pay for **loss** under 'Part one' of your Home Insurance in total for an **event** is your **total sum insured**. Your **total sum insured** includes:

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



### Example of what we pay if your home is covered for 'Sum insured replacement'

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

Your policy schedule shows:

- Basis of settlement: 'Sum insured replacement'
- Home sum insured: \$550,000
- Special feature sum insured for retaining walls: \$70,000.

**Cover:** As your home is covered for 'Sum insured replacement', the limits of your home sum insured and special feature sum insured for retaining walls apply.

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



## When the most we pay is the replacement cost

The most we pay for **loss** to your home for an **event**, excluding **special features**, is its replacement cost up to the floor area shown in your **policy schedule**, if all the following apply:

- your **policy schedule** shows the basis of settlement is 'Replacement'
- the **loss** is as a result of fire or explosion that is not caused by a **natural hazard**
- you repair or rebuild your home.

The limit of your **home sum insured** does not apply.

### Limits still apply to certain items unless noted as a special feature

Unless your **policy schedule** shows the item as a **special feature** with a **special feature sum insured**, the most we pay in total for an **event** for **loss** to:

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

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

However, the limit of your **special feature sum insured** does not apply if both the following conditions are met:

- you gave us an insurance valuation for the **special feature** before the **loss**
- your **policy schedule** shows the date of the insurance valuation for the **special feature**.

### Example of what we pay if your home is covered for 'Replacement'

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

Your policy schedule shows:

- Basis of settlement: 'Replacement'
- Floor area: 150m<sup>2</sup>
- Home sum insured: \$550,000
- Special feature sum insured for retaining walls: \$70,000.

**Cover:** As your home is covered for 'Replacement' and the loss is as a result of fire, the limit of your home sum insured does not apply.

As you have not provided an insurance valuation for your retaining wall before the loss, the limit of your special feature sum insured for retaining walls still applies.

We determine the cost to rebuild your 150m<sup>2</sup> home to the standard set out in 'Standard of repair or rebuild' is \$600,000. We pay you \$670,000 to settle your claim, less the excess and any unpaid premium instalments. This amount is the cost to replace your home of \$600,000 and the cost to rebuild your retaining wall up to its special feature sum insured of \$70,000.

## When your sums insured are reduced

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



## Pre-existing loss

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

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

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

Your policy schedule shows the following:

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

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

## When your sums insured are reinstated

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

## When property is shared

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

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

### Examples of shared parts of a home:

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

## What we pay – how we settle a claim

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

## When your home is economic to repair

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

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



## When your home is a total loss

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

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

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

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

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

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

## Standard of repair or rebuild

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

We do not cover any of the following:

- additional materials, work or expense required only to comply with government or local authority bylaws or regulations, except as provided under 'Compliance costs' below
- design, engineers', surveyors' or building consultants' fees, or consents or other associated legal fees, except as provided under 'Professional and other fees' below
- additional costs or fees required only to comply with any heritage covenant or order if your home or the property address shown in your **policy schedule** is either:
  - registered with Heritage New Zealand Pouhere Taonga
  - identified by the local council as a heritage building or being in a heritage zone.

However, this does not apply to the extent cover is provided under the 'Additional costs for heritage homes' optional benefit.

## Compliance costs

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

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

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





## Professional and other fees

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

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

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

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

## Demolition and removal costs

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

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

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

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

## Costs not covered

We do not pay for any of the following:

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



## Part one – automatic benefits

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

The amounts we pay under these benefits are included in the amounts payable under 'Part one – cover for your home', unless stated otherwise in the benefit.

### Electronic programs

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

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

### Fatal injury

If we accept a claim for **loss** to your home from fire, burglary, theft or home invasion resulting in you or your family being fatally injured, we pay your or their legal representative \$10,000.

The most we pay for an **event** is \$10,000. If more than one person is entitled to cover under this benefit, we divide that amount equally between the people.

The amount we pay is in addition to any payment under 'Part one – cover for your home'.

If you have other fatal injury cover with us, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

In this benefit, 'family' means your **partner**, and any family member permanently living with you or who is a student living away from home while attending a school or tertiary institution.

### Hidden gradual damage

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

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

The most we pay during the **period of insurance** is \$3,000.

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

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

**Cover:** We pay up to \$3,000 to repair the water damage to your bathroom wall and the hole in the wall made by your plumber, less the excess. We do not pay to locate and repair the source of the leak.



## Landscaping

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

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

The most we pay for an **event** is \$1,500.

The amount we pay is in addition to any payment under 'Part one – cover for your home'.

## Methamphetamine contamination

We cover **contamination damage** to your home that first happens, and is discovered, during the **period of insurance**, subject to the following:

### Contamination damage by you and certain others not covered

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

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

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

### If your home is not your main residence

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

- Tenancy or occupancy of more than 90 days.
- Holiday home, or tenancy or occupancy of 90 days or fewer. This does not apply if the **contamination damage** is caused by an **accidental incident**. That **incident** must be connected to the manufacture, distribution, or storage connected with supply or distribution, of **methamphetamine** at your home.

If your home is rented out for more than 90 days, we offer a separate policy for landlords. Please contact us for further information about the Landlord's Home Insurance policy.

### Pre-existing contamination damage

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

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



## What we pay

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

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

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

## Natural hazard damage

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

### When the property is covered under the NHI Act

If NHCover applies, we pay the difference between:

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

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

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

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

### When the property is not covered under the NHI Act

If we pay a claim for **loss** to part of your home that the **NHI Act** does not cover, we deduct the 'Non-NHI Act property natural hazard damage excess' shown in your **policy schedule**. We settle your claim for this part of your home according to the terms and conditions under 'What we pay – the most we pay' and 'What we pay – how we settle a claim'.



## The most you receive

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

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

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

## New structure build

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

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

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

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

The most we pay during the **period of insurance** is \$10,000.

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

- the expected value of the completed work, or the price of the contract including materials, is more than \$10,000
- the work alters any part of the existing home
- the work involves excavation more than 1 metre deep
- the new structure has not been granted a building consent or similar, if one is required.

## Replacement of keys and locks

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

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

We pay the cost you incur to:

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



If you have other keys and locks cover with us, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

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

## Sale and purchase

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

The purchaser must both:

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

## Stress payment

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

The amount we pay is in addition to any payment under 'Part one – cover for your home'.

If you have other stress payment cover with us, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

## Sustainability upgrade

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

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

The amount we pay is in addition to any payment under 'Part one – cover for your home'.

In this benefit, 'sustainable products' means:

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

### Examples of sustainable products:

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



## Temporary accommodation

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

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

The **loss, contamination damage**, or impending damage must be covered under your Home Insurance, or would have been but is covered under the **NHI Act** instead.

Cover under this benefit ends when one of the following happens:

- When we settle your claim for the **loss** or **contamination damage**.
- When the evacuation order is lifted. However, cover may continue if the impending damage has caused **loss** to your home that leaves it unliveable.

As set out in 'What we pay – how we settle a claim', we may settle your claim for the **loss** or **contamination damage** by paying our estimate of the cost to repair, rebuild or **remediate**. If we settle your claim in this way, we pay the additional cost of temporary accommodation for the reasonable estimated time the work would take.

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

The amount we pay is in addition to any payment under 'Part one – cover for your home'.

If you have other temporary accommodation cover with us, we only pay one benefit under all policies in total for each residential dwelling for an **event** or a **contamination claim**. We pay the benefit most favourable to you.

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

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

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

## Water or sewage pipe blockage

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

We do not cover any other maintenance costs.

The most we pay during the **period of insurance** is \$500.



## Part one – optional benefits

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

The amounts we pay under these benefits are included in the amounts payable under 'Part one – cover for your home'.

### Additional costs for heritage homes

If your home sustains **loss** that we accept a claim for, we pay the reasonable additional costs and fees you incur that are required only to comply with any heritage covenant or order. We only pay these costs and fees if you repair or rebuild your home on the same site.

Your home or the property address shown in your **policy schedule** must be either:

- registered with Heritage New Zealand Pouhere Taonga
- identified by the local council as a heritage building or being in a heritage zone.

We only pay to replicate heritage features if the techniques are still commonly used and the building materials are readily available in New Zealand.

### Excess-free glass and bathroom fixtures

You do not pay an excess if your claim is only for sudden and **accidental** breakage of any of the following at your home:

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

### Lifestyle block fencing

We pay the reasonable cost you incur to repair or replace your lifestyle block fencing if it sustains sudden and **accidental loss**.

The most we pay for an **event** is \$5,000.

We do not cover shelter belts.

### Matching floor coverings

If we accept a claim for **loss** to fitted floor coverings of your home, we also pay the reasonable cost you incur to replace identical floor coverings in other rooms of that dwelling or outbuilding.

We only do this if we decide that replacement is required and we cannot get a matching replacement.





## Part two – your legal liability

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

### What we cover

We cover your legal liability resulting from:

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

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

Cover includes:

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

### What we pay

Limits apply to what we pay for your legal liability.

### The most we pay for your legal liability

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

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

### Full and final settlement for your legal liability

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



## Section 2 – Contents Plus Insurance

This section applies if your **policy schedule** shows you have Contents Plus Insurance.

### Your cover at a glance

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

	Contents Plus Insurance
<b>What we cover</b>	
Sudden and accidental loss or damage	✓
Legal liability	✓
<b>Automatic cover and benefits</b>	
Contents in storage	✓
Contents in transit when you are moving house	✓
Contents with you or your family on overseas trips	✓
Cover when replacing a whiteware appliance with a more energy-efficient model	✓
Electronic data and programs	✓
Fatal injury	✓
Food spoilage	✓
Hidden gradual damage	✓
Home office equipment	✓
Identity theft	✓
Moving to a new home	✓
Removal of unrepairable items	✓
Replacement of keys and locks	✓



## Contents Plus Insurance

### Automatic cover and benefits (continued)

Stress payment



Students living away from home



Temporary accommodation



### Optional benefits

Excess-free spectacles, dentures and hearing aids

Available to purchase

Lifestyle block contents and tools of trade

Available to purchase



# Part one – cover for contents

In this part we explain how we cover contents, and the items that are included and not included as part of contents. We also set out what happens and what we pay following **loss** to different types of contents.

## What we cover

We cover sudden and **accidental loss** to contents that happens during the **period of insurance** while they are in New Zealand in any of the following situations:

- at your home
- in your possession or in the possession of your **family** while in transit from the place where they were acquired to your home
- temporarily away from your home.

## What we mean by 'contents'

In your Contents Insurance, 'contents' means household goods and personal effects that you or your **family** owns or is legally responsible for.

Contents also includes gifts another person owns that are being kept at your home, and contents your children own that are left with you while they live outside New Zealand.

## What 'contents' includes, but only if your home policy does not provide cover

We only cover the following items that you or your **family** owns or is legally responsible for, if your home is insured by a policy that does not cover them:

- fixtures or fittings permanently attached to your home, including home appliances permanently fitted to the gas, plumbing or electrical supply
- fitted floor coverings of the dwelling or domestic outbuildings, including glued, smooth edge or tacked carpets, or floating floors
- kitchen ovens.

## What 'contents' does not include

We do not cover any:

- Fixed spa pools or swimming pools.
- Items used at any time for business, trade or commercial purposes, except as provided under the 'Home office equipment' automatic benefit or 'Lifestyle block contents and tools of trade' optional benefit.
- Digital or virtual currency such as cryptocurrency, or non-fungible tokens (NFTs).
- Animals or other creatures.
- Live plants, except for pot plants.
- Prosthetics, implants or devices permanently attached to or inside the body of any person or animal, such as dental crowns, artificial hips or pacemakers.
- **Motor vehicles**, trailers or caravans, except for the following items and their parts and accessories:
  - Domestic garden appliances.
  - Electric wheelchairs and mobility scooters.
  - Golf carts.



- Children's motorbikes not exceeding 50cc used only off road.
- Motorised personal transportation devices that meet the definition of 'motor vehicle' in the Land Transport Act 1998, but only if shown as **specified items**. These devices include electric scooters with a maximum power output of over 300 watts, motorised skateboards, e-roller skates or e-unicycles. (Lower-powered electric scooters are covered as part of contents and do not need to be specified).
- Watercraft powered by motor or sail (except kitesurfers or windsurfers) and their parts and accessories that are in them or attached to them with a replacement value of more than \$3,000.
- Parts and accessories of **motor vehicles**, trailers or caravans that are in them or attached to them.
- Child car seats and baby capsules that are in or attached to a **motor vehicle** that you or your **family** owns or that are covered under a motor vehicle policy.
- Aircraft or other aerial devices, including aerial recreational items such as hang gliders, parachutes, paragliders or parasails, and their parts and accessories that are in them or attached to them. However, we cover model or toy aircraft, or remotely piloted aircraft as defined by the Civil Aviation Authority.

## What we mean by 'home'

In your Contents Insurance, 'home' means the buildings and grounds at the property address shown in your **policy schedule**.

## What we pay

The following clauses set out what we pay for **loss** to contents.

### Contents covered for repair or present value

We cover the following items of contents for repair or **present value**:

- books
- clothing or footwear
- computer hardware such as desktop computers, laptops, tablets, smartwatches or mobile phones, that are over 5 years old
- audio, video or optical storage media, such as records, tapes, CDs, DVDs or Blu-ray discs
- licensed computer or gaming software, cartridges or programs
- digital data, including audio or video files
- parts and accessories of any of the following that are not in them or attached to them:
  - watercraft
  - **motor vehicle**, trailer or caravan
  - aircraft or other aerial device, including aerial recreational items such as hang gliders, parachutes, paragliders or parasails
- contents for which a **closest equivalent item** does not exist.

At our option we pay either:

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



### Example of how we settle a claim for present value

**Situation:** Your laptop gets stolen. You purchased it brand new 6 years ago for \$2,500.

**Cover:** As your laptop is over 5 years old we pay its present value of \$1,500, being the estimated cost in New Zealand of an equivalent laptop in a similar condition, less the excess.

## Contents covered for repair or replacement

We cover contents for repair or replacement, except for the items listed above in 'Contents covered for repair or present value'.

At our option and using one of our preferred suppliers, we pay the cost to either:

- repair the item, as near as reasonably possible to the same condition it was in just before the damage, if we decide it is economic to repair the item
- replace the item with the **closest equivalent item**, if it is lost, stolen or cannot be repaired.

We may choose to pay you using cash, store credit or vouchers.

For consumable items, such as food, beverages, cosmetics or toiletries, we only pay the cost of the unused portion at the time of the **loss**.

For items that require a current prescription to be replaced, we pay the professional fees associated with dispensing the item, such as fitting fees for spectacles or hearing aids. We do not pay any costs associated with renewing an expired prescription, such as eye tests or hearing tests.

### Example of how we settle a claim for spectacles

**Situation:** You lose your spectacles.

**Cover:** We pay for new spectacles and the cost of fitting them. We do not pay for the eye test you need before you can get the new spectacles.

## Cover when replacing a whiteware appliance with a more energy-efficient model

For any whiteware appliance that we decide to replace, we may replace the appliance with a more energy-efficient model. We do this if better energy efficiency is the only significant difference to the **closest equivalent item**.



## The most we pay for certain types of contents

The most we pay for certain types of contents for an **event** is set out below.

Type of contents	The most we pay	
Watercraft powered by motor or sail (except kitesurfers or windsurfers), including its parts and accessories that are in it or attached to it	Per item	\$3,000
Parts and accessories of any of the following that are not in them or attached to them: <ul style="list-style-type: none"><li>• watercraft powered by motor or sail (except kitesurfers or windsurfers)</li><li>• <b>motor vehicle</b>, trailer or caravan</li><li>• aircraft or other aerial device, including an aerial recreational item such as a hang glider, parachute, paraglider or parasail</li></ul>	Total for all items	\$2,000
Money, stored-value cards and negotiable financial documents	Total for all items	\$1,000

Unless the item is shown as a **specified item**, the most we pay for certain types of contents for an **event** is set out below.

Type of contents	The most we pay	
Painting, picture, ornament or work of art, including a sculpture, photographic print or figurine	Per item	\$10,000
Cameras and remotely piloted aircraft, including their parts and accessories	Total for all items	\$5,000
Watch, pair of earrings or other item of jewellery	Per item (or pair of earrings)	\$3,000
Bicycle or e-bike, including its standard accessories fitted when new	Per item	\$3,000
Collections of stamps, medals or coins	Total for all collections	\$3,000
Bullion and unset precious stones	Total for all items	\$1,000

## The most we pay for all items of jewellery and watches that are not specified

The most we pay for all items of jewellery and watches for an **event**, if they are not **specified items**, is \$15,000 in total. However, if your **policy schedule** shows a different maximum payment, the most we pay is that amount.

### Example of how we settle a claim for multiple items of jewellery that are not specified

**Situation:** You lose 10 pieces of jewellery, each with a value of \$2,000. Your claim is \$20,000. You did not arrange a higher maximum payment amount for jewellery.

**Cover:** We pay you a total of \$15,000, less the excess.



## The most we pay for specified items

The most we pay for a **specified item** for an **event** is its **specified sum insured**.

## The most we pay for contents in total, excluding specified items

The most we pay under 'Part one' of your Contents Insurance in total for an **event**, excluding **specified items**, is your **contents sum insured**. Your **contents sum insured** includes all automatic and optional benefits, unless stated otherwise in a benefit.





## Part one – automatic benefits

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

The amounts we pay under these benefits are included in the amounts payable under 'Part one – cover for contents', unless stated otherwise in the benefit.

### Contents in storage

We cover sudden and **accidental loss** to contents stored in a building, if any of the following applies:

- they are in storage in a safe deposit box at a bank or commercial vault in New Zealand
- you notified us of the storage arrangement and this arrangement is shown in your **policy schedule**, and the **loss** is caused by any:
  - fire, lightning or explosion
  - theft following forceful and violent entry to the storage building
  - storm or flood, except if the water originates from inside the building
  - water that leaks, overflows or is discharged from a water system installed at the storage building
  - **natural hazard**
  - impact by aircraft or other aerial or spatial device, or an item dropped from them
  - impact by **motor vehicle**.

### Contents in transit when you are moving house

We cover sudden and **accidental loss** to contents in transit from your home to your new permanent residence in New Zealand.

This includes contents kept in a storage facility during the move, for up to 14 days, and while in transit to and from the storage facility.

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

However, we pay up to your **contents sum insured** if the **loss** is caused by any:

- fire, lightning or explosion
- theft following forceful and violent entry to a **motor vehicle** or building
- storm or flood
- **natural hazard**
- impact by aircraft or other aerial or spatial device, or an item dropped from them
- **motor vehicle** collision.

### Contents with you or your family on overseas trips

We cover sudden and **accidental loss** to clothing, personal items, suitcases, bags, jewellery and watches that you or your **family** owns and takes overseas, if both the following apply:

- you and your **family** accompanying you are in transit to and from and travelling in Australia or the South Pacific Islands
- the whole trip is no longer than 3 weeks.



The most we pay for **loss** on a single trip is \$5,000.

In this benefit, 'personal items' means items that are personal in nature, or that are normally worn or carried by you or your **family**. This does not include personal transportation devices, or sporting or camping equipment.

## Worldwide cover for jewellery and watches

If your **policy schedule** shows you have 'Jewellery and watches – worldwide' cover for a **specified item**, all the following apply:

- we cover sudden and **accidental loss** to that jewellery or watch that you or your **family** takes overseas while travelling anywhere in the world
- cover applies whether or not you and your **family** are travelling together
- the trip may be for any length of time.

The most we pay for a **specified item** for an **event** is its **specified sum insured**.

Under 'Worldwide cover for jewellery and watches' you need to specify the item of jewellery or watch in your policy schedule, even if the value is \$3,000 or less. We cover that item up to your specified sum insured. This cover is subject to an additional premium.

### Example of how we settle a claim for 'Worldwide cover for jewellery and watches'

**Situation:** While on a trip to the United Kingdom you lose your bag containing a ring and a watch. Your policy schedule shows you have specified your ring and watch for 'worldwide' cover. Your ring has a specified sum insured of \$1,500 and your watch has a specified sum insured of \$4,000.

**Cover:** We pay up to \$1,500 to replace your ring and up to \$4,000 to replace your watch, less the excess. We do not pay for your lost bag and the rest of the contents in your bag.

## Electronic data and programs

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

- licensed computer software, including gaming software and programs in any format
- digital data, including audio and video files in any format.

However, all the following must apply:

- you legally owned the software, programs or digital data
- the software, programs or digital data were on your own storage device that sustained **loss** that we accept a claim for
- the software, programs or digital data were at your home, or temporarily away from your home for use anywhere else in New Zealand.

We pay the **present value** of the **loss**.

We do not cover any:

- cost to reinstall, reset, recreate, retrieve or transfer the software, programs or digital data
- **loss** caused by, or connected to, a computer virus
- loss to digital or virtual currency such as cryptocurrency, or non-fungible tokens (NFTs).



## Fatal injury

If we accept a claim for **loss** from fire, burglary, theft or home invasion at your home resulting in you or your **family** being fatally injured, we pay your or their legal representative \$10,000.

The most we pay for an **event** is \$10,000. If more than one person is entitled to cover under this benefit, we divide that amount equally between the people.

The amount we pay is in addition to any payment under 'Part one – cover for contents'.

If you have other fatal injury cover with us, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

## Food spoilage

We cover **accidental loss** to contents of a refrigerator or freezer that suddenly stops or breaks down. We also cover the **loss** if the power supply was **accidentally** disconnected, including by an electricity supply company.

We pay the reasonable cost to:

- replace the perished items in your refrigerator or freezer, if they are not kept by you for any business, trade or commercial purposes
- repair **loss** to contents caused by the perished items.

The most we pay for an **event** is \$1,000.

We do not cover **loss** to contents if the power supply was disconnected because the power bill was not paid.

## Hidden gradual damage

We cover **accidental hidden gradual damage** to contents that first happens, and is discovered, while you have contents insured with us.

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

The most we pay during the **period of insurance** is \$3,000.

## Home office equipment

We cover sudden and **accidental loss** to your office furniture and office equipment used for your own business, trade or commercial purposes.

The most we pay for an **event**:

- if the **loss** happens at your home is \$10,000
- if the **loss** happens while temporarily away from your home is \$1,500.

We cover your or your family's office furniture and office equipment used to work from home as an employee of another business, organisation or company in the same way as we cover your contents.



## Identity theft

If your identity is stolen and used without consent for financial gain, we pay the following costs and fees you incur as a direct result, that we approve first:

- the reasonable legal costs you need to pay in New Zealand to do any of the following:
  - defend court proceedings wrongly brought against you by credit providers, retailers or collection agencies
  - attempt to set aside judgments wrongly made against you
  - prepare documents that confirm your identity was stolen
  - remove incorrect entries on credit referencing bureau lists
- the fees charged by New Zealand government organisations to replace any:
  - passport
  - driver licence
  - birth certificate
  - proof of age card
  - record of title on your home insured with us.

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

We do not cover any:

- identity theft that you cannot provide us with reasonable evidence of
- identity theft by any other person living with you or identity theft you arranged
- repayment of any debt resulting from the identity theft.

## Moving to a new home

If you move to a new permanent residence in New Zealand, we cover contents at the current property address shown in your **policy schedule** and the new property address. We only cover contents at both addresses for up to 14 days from the day you start moving. Both the following must apply:

- both properties are secure and meet the terms and conditions of your Contents Insurance
- you notify us and give us the details of the new property address within 14 days from the day you start moving.

Cover for contents at the current property address will end after 14 days from the day you start moving, unless we agree otherwise.

Your **contents sum insured** applies across both locations in total.

We do not cover contents in the course of removal or transit, except as provided under the 'Contents in transit when you are moving house' automatic benefit.

## Removal of unrepairable items

If we accept a claim for contents that we decide are not repairable, we pay the reasonable cost you incur to dispose of them from your home. We must approve this cost first.



## Replacement of keys and locks

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

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

We pay the cost you incur to:

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

If you have other keys and locks cover with us, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

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

## Stress payment

If we accept a claim for **loss** to contents and we pay your **contents sum insured**, we also pay you \$2,000 for the stress caused by the **loss**.

The amount we pay is in addition to any payment under 'Part one – cover for contents'.

If you have other stress payment cover with us, we only pay one benefit under all policies in total for an **event**, being the benefit most favourable to you.

## Students living away from home

If your home is your main residence and a **family** member is a student living away from home, we cover their contents they have with them in the same way as we cover your contents. The student must be attending a school or tertiary institution in New Zealand.

However, if the student is not living in a hostel or other accommodation run by or for that school or tertiary institution:

- we do not cover contents that are either:
  - stolen, unless the theft follows forceful and violent entry to any building
  - lost or misplaced
- the most we pay for an **event** is \$5,000.

## Temporary accommodation

If your home is your main residence, we pay:

- the reasonable additional cost you incur for temporary accommodation that is of a similar standard to your home for you, your **family** and your domestic pets
- the reasonable cost you incur to move contents to the temporary accommodation and return them to your home
- the reasonable cost you incur to move contents to a secure storage facility, for storage while you are in temporary accommodation, and to return them to your home.



We pay for either of the following reasons:

- Your home is unliveable because of **loss** to your home or to contents at the same home. The **loss** to your home must also happen during the **period of insurance**.
- Your home is liveable but a government or local authority order requires you to evacuate because of impending damage.

The **loss** or impending damage must be either:

- covered under any of the following:
  - your Contents Insurance
  - any home policy
  - the **NHI Act**, but would have been covered under any home policy
- to your home where you are the tenant and that would have been covered under a home policy if we had insured that property, or would have been but is covered under the **NHI Act** instead.

Cover under this benefit ends when one of the following happens:

- When your tenancy agreement ends or when you move to another rental property, if you occupy your home as a tenant.
- When the evacuation order is lifted. However, cover may continue if the impending damage has caused **loss** to your home or to contents at the same home that leaves your home unliveable.

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

The amount we pay is in addition to any payment under 'Part one – cover for contents'.

If you have other temporary accommodation cover with us, we only pay one benefit under all policies in total for each residential dwelling for an **event**. We pay the benefit most favourable to you.

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

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

**Cover:** We pay for your temporary accommodation until the evacuation order is lifted. We also pay for the cost of moving your contents to and from the temporary accommodation. As the cyclone has left the home unliveable we continue to pay for your temporary accommodation, up to \$30,000 in total. We do this until your tenancy agreement ends or you move to another rental property, whichever happens first.



## Part one – optional benefits

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

The amounts we pay under these benefits are included in the amounts payable under 'Part one – cover for contents'.

### Excess-free spectacles, dentures and hearing aids

You do not pay an excess if your claim is only for sudden and **accidental loss** to your or your **family's** spectacles, dentures or hearing aids.

### Lifestyle block contents and tools of trade

We cover sudden and **accidental loss** to the following items that you or your **family** owns or is legally responsible for, including if those items are used to earn an income:

- tools of trade or business equipment, except for items covered under the 'Home office equipment' automatic benefit
- lifestyle block equipment, plant and machinery
- animal feed used to feed livestock on your lifestyle block at the property address shown in your **policy schedule**.

The **loss** must happen at the property address shown in your **policy schedule**.

The most we pay for an **event** is \$5,000.

We do not cover fencing.



## Part two – legal liability

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

### What we cover

We cover your and your **family's** legal liability resulting from:

- **Accidental loss** to another person's property.
- **Injury** to another person.
- General average or salvage charges that you or your **family** is legally required to pay as a result of contents being carried by ship. The contents must be covered under the 'Contents in transit when you are moving house' automatic benefit.

The **loss** or **injury** must happen during the **period of insurance** in New Zealand.

Cover includes:

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

### What we pay

Limits apply to what we pay for legal liability.

### The most we pay for legal liability

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

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

### Full and final settlement for legal liability

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



# Exclusions – what we do not cover

This section explains what we do not cover. It is divided into three sub-sections:

- Home Insurance exclusions
- Contents Insurance exclusions
- General exclusions that apply to both Home Insurance and Contents Insurance.



## Home Insurance exclusions

The following exclusions apply to Home Insurance.

### Causes of loss

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

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

### Types of loss

We do not cover any:

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

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

- Breakdown, failure or wearing out of mechanical, electrical or electronic equipment, or its parts. This does not apply to equipment or its parts that are 15 years old or newer that sustain **loss** from burn out caused by an **accidental** and external force.

## Liability

We do not cover liability connected to any:

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

We do not cover a claim that ACC has rejected.

## Contents Insurance exclusions



The following exclusions apply to Contents Insurance.

### Causes of loss

We do not cover **loss** to contents caused by, or connected to, any:

- structural additions or structural alterations at the property address shown in your **policy schedule**, except if you notified us of the work beforehand and we agreed in writing to cover this
- water in any form (including hail and snow) entering your home because you or another person acting on your authority has removed any roofing material, exterior cladding, window or door
- insects, rodents, slugs or snails and the like, or vermin (but not possums).

However, this exclusion only applies to contents that are directly affected, not to resultant sudden and **accidental loss** to other contents.

### Contents removed from your home

We do not cover contents in any of the following situations:

- permanently removed from your home
- removed from your home to any place for storage, sale or exhibition
- removed from your home during the course of moving house or household removal
- with your **family** who is a student living away from home and attending a school or tertiary institution.

However, this exclusion does not apply to the extent cover is provided under the 'Contents in storage', 'Contents in transit when you are moving house', 'Moving to a new home' or 'Students living away from home' automatic benefits.

### Remotely piloted aircraft and kitesurfing equipment

We do not cover anything caused by, or connected to, the use of a remotely piloted aircraft or kitesurfing equipment that breaches the Civil Aviation Authority rules.

## Types of loss

We do not cover any:

- Repair or replacement of parts of a pair or set that have not sustained **loss**, unless **loss** to one item prevents the entire set from functioning.
- **Loss** to fuses, protective devices, or lighting or heating elements caused by electricity.
- **Loss**, cost or expense arising from any fault, defect, error or omission in any:
  - design, plan or specification
  - work, construction or materials.

This only applies to contents that are directly affected, not to resultant sudden and **accidental loss** to other contents.

- Breakdown, failure or wearing out of mechanical, electrical or electronic equipment, or its parts. This does not apply to equipment or its parts that are 15 years old or newer that sustain **loss** from burn out caused by an **accidental** and external force.

## Liability

We do not cover liability connected to any:

- Ownership of your home or its grounds, or any other building or permanent structure.
- Business, trade, profession, commercial enterprise or sponsorship.
- Contract or agreement, unless you would have been liable even without the contract or agreement.
- Ownership or use of any:
  - **Motor vehicle**, unless it is covered under your Contents Insurance, trailer or caravan.
  - Watercraft, unless it is covered under your Contents Insurance.
  - Aircraft or other aerial device, including an aerial recreational item such as a hang glider, parachute, paraglider or parasail. However, this does not apply to a model or toy aircraft, or remotely piloted aircraft as defined by the Civil Aviation Authority.
- Asbestos.
- Personal injury if cover is available under the Accident Compensation Act 2001. We also do not cover the injury if the Accident Compensation Corporation (ACC) would have covered a claim if one had been lodged or lodged on time.

We do not cover a claim that ACC has rejected.

## General exclusions



The following exclusions apply to both Home Insurance and Contents Insurance.

### Communicable disease

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

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



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

In this exclusion, some words have specific meanings:

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

## Computer systems

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

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

However, this exclusion does not apply to any:

- unavailability, corruption or failure that is a direct result of **accidental loss** that is otherwise covered under your policy
- sudden and **accidental loss** to other parts of your home, to other contents, or to other property resulting from the unavailability, corruption or failure, if the **loss** and property are covered under your policy
- extent cover is provided under the ‘Electronic programs’ or ‘Replacement of keys and locks’ automatic benefits in Home Insurance
- extent cover is provided under the ‘Electronic data and programs’, ‘Identity theft’, or ‘Replacement of keys and locks’ automatic benefits in Contents Insurance.

## Confiscation

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

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

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

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



## Consequential loss

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

- 'Temporary accommodation' automatic benefits in Home Insurance and Contents Insurance
- 'Food spoilage' automatic benefit in Contents Insurance.

### Example of consequential loss we do not cover

**Situation:** Your home is broken into and some of your valuable items are stolen. You need to take time off work to organise reasonable proof of their value and file a police report. We accept your claim.

**Cover:** We cover the items that are stolen. We do not cover your lost wages from taking time off work.

## Criminal acts

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

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

## Earth movements

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

- subsidence, or erosion, such as coastal erosion, bank erosion or sheet erosion
- settling, shrinkage, expansion, warping or cracking caused by earth or other movements, except:
  - to the extent cover is provided under the 'Natural hazard damage' automatic benefit in Home Insurance
  - for sudden and **accidental loss** to contents caused by a **natural hazard** in Contents Insurance.

## Electronic data and programs

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

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

However, this exclusion does not apply to any:

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

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



## Fines and damages

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

## Gradual damage

We do not cover any:

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

## Incidents outside New Zealand

We do not cover anything that happens outside New Zealand.

However, this exclusion does not apply to the extent cover is provided under the 'Contents with you or your family on overseas trips' automatic benefit in Contents Insurance.

## Incidents outside the period of insurance

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

However, this exclusion does not apply to the extent cover is provided under the:

- 'Hidden gradual damage' automatic benefits in Home Insurance and Contents Insurance
- 'Methamphetamine contamination' automatic benefit in Home Insurance.

## Intentional or reckless acts

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

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

However, this exclusion does not apply to either:

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

## Nuclear contamination and activity

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

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



## Sanctions

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

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

## Seepage, pollution or contamination

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

However, this exclusion does not apply to any:

- **incident** caused by a sudden and **accidental event**
- extent cover is provided under the 'Methamphetamine contamination' or 'Temporary accommodation' automatic benefits in Home Insurance.

## Terrorism

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

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

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

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

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

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

## Unlawful substances

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

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

However, this exclusion does not apply to any:

- **loss** caused by the **accidental** spread of fire or explosion
- extent cover is provided under the 'Methamphetamine contamination' or 'Temporary accommodation' automatic benefits in Home Insurance.



## War

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

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

## Weapons

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





# Claims – what you need to do

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

## What you must do

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

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

## What you must get our agreement to first

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

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

## What we may do

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

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

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

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

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



# Conditions of your cover

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

## Breach of any condition

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

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

## Dishonest or fraudulent act or omission

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

This condition also applies to:

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

## True statements and answers

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

Giving true statements and answers includes being truthful when you:

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

## Cancelling your policy

Your policy can be cancelled in several ways.

### By you

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

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



## By us

We may cancel your policy at any time by sending you notice in writing or electronically at your last known address. Unless stated otherwise in your policy, cancellation will take effect from the 14th day after the date of the notice.

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

## Automatically

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

If you have Contents Insurance and we settle your claim by paying your **contents sum insured** and any **specified sums insured**, your Contents Insurance will be automatically cancelled. The cancellation will take effect from the end of the day of the **loss**.

We do not refund or credit any premium paid.

If you pay the premium by instalments, we deduct any premium you owe us up to the end of the **period of insurance** before we settle your claim.

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

## Change in circumstances

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

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

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

### Examples of a change in circumstances that you need to let us know about:

- your home becomes a rental property
- you change the address where you keep your contents
- you are convicted of a criminal offence.

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

## Change of terms

We may change the terms of your policy (including the excess) at any time by sending you notice in writing or electronically at your last known address. Unless stated otherwise in your policy, the change in terms will take effect on the 14th day after the date of the notice.



## Changes to Crown entities

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

## Changes to legislation

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

## Currency

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

## Duplicate insurance

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

However, this condition does not apply to the extent cover is provided under the:

- 'Fatal injury' automatic benefits in Home Insurance and Contents Insurance
- 'Contents with you or your family on overseas trips' automatic benefit in Contents Insurance.

## Goods and Services Tax (GST)

All amounts shown in your policy include Goods and Services Tax, unless stated otherwise.

## Governing law and jurisdiction

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

## Insurance Claims Register

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

## Joint insurance

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



## **Other parties with a financial interest**

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

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

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

## **Reasonable care**

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

## **We must approve any assignment of your insurance**

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



# Definitions

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

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

**closest equivalent item** means an item of contents that is both:

- as near as reasonably possible or equal to the specifications and features of the original item when it was new
- readily available from a supplier based in New Zealand.

The brand, price, method of manufacturing or specifications and features may differ from the original item.

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

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

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

**contents sum insured** means the amount shown in your **policy schedule** for contents, excluding **specified items**. Your contents sum insured includes automatic and optional benefits, unless stated otherwise in a benefit.

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

**family** means any member of your family who is either:

- permanently living with you
- a student living away from home while attending a school or tertiary institution.

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

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

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

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

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

**loss** means physical loss or physical damage.



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

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

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

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

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

**NHI Act** means the Natural Hazards Insurance Act 2023.

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

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

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

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

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

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

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

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

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

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

**specified sum insured** means the amount shown in your **policy schedule** for the **specified item**.

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

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

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

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

# How we pay claims – some examples

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

## Claim example 1 – repairing your home

A storm damages the roof of your home.

<b>Type of insurance</b>	Home Insurance
<b>Cover level</b>	Home Plus
<b>Home sum insured</b>	\$500,000
<b>Optional benefits</b>	None
<b>Standard excess</b>	\$750

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

### What the costs are

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

### How we settle your claim

We pay you \$2,750, being our estimated cost of repair of \$3,500 less the standard excess of \$750.

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

## Claim example 2 – replacing your contents

Your home is burgled and your 18-carat white gold diamond engagement ring, television and 2-year-old laptop are stolen, and some money.

<b>Type of insurance</b>	Contents Insurance
<b>Cover level</b>	Contents Plus
<b>Contents sum insured</b>	\$80,000
<b>Specified sum insured</b>	\$13,000 for your specified white gold diamond engagement ring
<b>Optional benefits</b>	None
<b>Standard excess</b>	\$500

You make a claim and provide details of the incident. You also provide a full description of the stolen items, including reasonable proof of their value and that you own them. We accept your claim.

### What the costs are

One of our electronic goods suppliers can replace your television with the closest equivalent item at a cost of \$2,700. They can also replace your laptop with the closest equivalent item at a cost of \$2,300.

One of our jewellery suppliers can replace your ring with a ring of a similar type and quality at a cost of \$12,800.

The amount of money stolen is \$1,500.



## How we settle your claim

We pay the electronic goods supplier \$5,000, being the cost of the replacement television and laptop.

We pay the jewellery supplier \$12,800, being the cost of the replacement ring.

We pay you \$500 for the stolen money, being the maximum amount of \$1,000 we pay for money less the standard excess of \$500.

## Claim example 3 – your home and contents are a total loss

Your home and contents are destroyed by flood.

<b>Type of insurance</b>	Home and Contents Insurance
<b>Cover level</b>	Home Plus and Contents Plus
<b>Home – Total sum insured</b>	\$650,000
<b>Contents sum insured</b>	\$80,000
<b>Optional benefits</b>	None
<b>Standard excess</b>	Home: \$750 Contents: \$500
<b>Premium payment frequency</b>	Monthly instalments

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

### What the costs are

The cost you would incur to rebuild your home and replace your contents is more than their sums insured.

We decide your home and contents are a total loss.

### How we settle your claim

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

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

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

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

We decide to pay you directly for the damage to your contents.

We pay you \$765,930 in total to settle your claim, calculated as:

<b>Home – Total sum insured</b>	\$650,000
<b>Contents sum insured</b>	\$80,000
<b>Home – Stress payment</b>	\$2,000
<b>Home – Sustainability upgrade</b>	\$7,000
<b>Home – Temporary accommodation</b> (\$600 per week x 47 weeks)	\$28,200

<b>Less the standard home excess</b> (you only pay the highest excess, since you have both Home and Contents Insurance and the standard home excess is higher)	- \$750
<b>Less the remaining unpaid monthly instalments</b> (since you pay the premium in instalments, we deduct any premium you owe us up to the end of the period of insurance before we settle your total loss claim)	- \$520
<b>Total</b>	<b>\$765,930</b>

### What happens next

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

As your contents are a total loss, we automatically cancel your Contents Insurance from the end of the day of the loss.

## Claim example 4 – liability claim under Home Insurance

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

<b>Type of insurance</b>	Home Insurance
<b>Cover level</b>	Home Plus
<b>Liability limit</b>	\$2,000,000
<b>Standard excess</b>	\$750

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

### What the costs are

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

### How we settle your claim

We act on your behalf.

You pay us the standard excess of \$750, which we include in the settlement we pay to your neighbour.

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

## Claim example 5 – liability claim under Contents Insurance

While visiting your friend's house, you accidentally spill a bowl of tomato sauce that leaves a large stain on their \$5,000 Persian rug.

<b>Type of insurance</b>	Contents Insurance
<b>Cover level</b>	Contents Plus
<b>Liability limit</b>	\$2,000,000
<b>Standard excess</b>	\$500

Your friend makes a claim with their insurer for the damage to their rug. Your friend's insurer considers you legally liable for the damage and seeks to recover the cost from you. You make a claim for legal liability. We agree you are liable for the claim made against you and accept your claim.

### What the costs are

Your friend's insurer assesses that you are liable to pay \$900.

### How we settle your claim

We act on your behalf.

You pay us the standard excess of \$500, which we include in the settlement we pay to your friend's insurer.

We pay your friend's insurer \$900, the cost we agree is reasonable for the work required to remove the stain.

## Home Plus and Contents Plus Insurance

Copyright (2024) IAG New Zealand Limited

[ami.co.nz](https://ami.co.nz)

AMI has relationships with insurance intermediaries who issue our policies. AMI is a business division of IAG New Zealand Limited. IAG New Zealand Limited pays remuneration to insurance intermediaries when they issue AMI policies, and when these policies are renewed or varied. This policy document is subject to copyright.

Form no: AMI1713/1 Issued: August 2024