

Landlord's Home and Contents 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

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



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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.

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Important information about your policy

'You' and 'your' mean any person or entity shown as the Insured in your **policy schedule**. '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 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 rental home or landlord's contents
- your rental 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 rental 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.

Your obligations as a landlord

You, or the person who manages the tenancy on your behalf, must do all the following:

- Take reasonable care when selecting your tenants by at least getting adequate identification and written or verbal references for each adult tenant. When a reasonable landlord would consider it appropriate, also check their credit and Tenancy Tribunal history.
- Keep written records of the pre-tenancy checks for each adult tenant and give us copies if we ask for them.
- Collect a total of 3 weeks' rent in advance. This amount can be any combination of rent in advance, and bond that will be lodged with Tenancy Services.
- Inspect your rental home inside and outside at least every 3 months and between each tenancy.
- Keep photographs and a written record of the outcome of each inspection and give us copies if we ask for them.
- Monitor rent payments as they are due. Whenever rent is 14 days overdue, notify your tenants in writing and visit your rental home in person to check if they are still living there.
- Apply to the Tenancy Tribunal for vacant possession in accordance with the Residential Tenancies Act 1986 if any of the following applies:
 - the rent is 21 days overdue
 - you become aware of illegal activity at your rental home by an occupant
 - an occupant intentionally damages your rental home.

If your employee lives at your rental home as part of their employment package with you, the requirements relating to collecting rent and bond in advance, and to overdue rent, do not apply.

Meeting all these obligations is important. The requirements relating to tenant selection, and to collecting rent and bond in advance, apply to new tenancies that start after the date your policy takes effect.

See 'Unlawful substances' in 'General exclusions' in the section 'Exclusions – what we do not cover' for methamphetamine testing requirements. You must meet these requirements to be covered for your liability as a landlord resulting from methamphetamine contamination.

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 Landlord's Home Insurance at the time you purchased your rental home.

In this clause, 'bushfire' means any wildfire.

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

Cover is limited if you, your tenant or a person you authorise has not been living at your rental 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 rental 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 rental home or landlord's contents while your rental home is unoccupied. We may, at this time, change the terms of your policy.
- We have recorded your rental home as a holiday home and all the following apply:
 - your rental home and landlord's contents are inspected inside and outside by you or a nominated person at least every 60 days
 - your rental home and its grounds and landlord's 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, your tenant or a person you authorise lives in your rental 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 rental 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 Landlord's 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**.

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 rental home, any **special features** or landlord's 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 – Landlord’s Home Insurance

This section applies if your **policy schedule** shows you have Landlord’s Home 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.

	Landlord’s Home Insurance
What we cover	
Sudden and accidental loss or damage	✓
Legal liability	✓
Automatic cover and benefits	
Abandoned possessions	✓
Electronic programs	✓
Hidden gradual damage	✓
Landlord’s fixtures and fittings	✓
Landscaping	✓
Loss of rent	✓
Methamphetamine contamination	✓
Natural hazard damage	✓
Removal of debris	✓
Replacement of keys and locks	✓
Sale and purchase	✓
Sustainability upgrade	✓



Landlord's Home 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
Rent default	Available to purchase



Part one – cover for your rental home

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

What we cover

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

What we mean by 'rental home'

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

What 'rental home' also includes

We also cover the following items you own as part of your rental 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 rental 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 rental home.
- Service infrastructure you are legally responsible for that supplies your rental 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 rental 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 rental 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 'rental 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 'rental home' does not include

We do not cover any:

- Parts of your rental home that are used for business or commercial purposes, except if:
 - your rental home is rented out as a residential property
 - the part of your rental home is used only as a home office for clerical purposes.
- Parts of your rental 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 'rental home' also includes'
 - under the 'Lifestyle block fencing' optional benefit.
- Parts of your rental home that are being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation.
- 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 rental home.

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

The most we pay for **loss** to your rental 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 rental 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**.

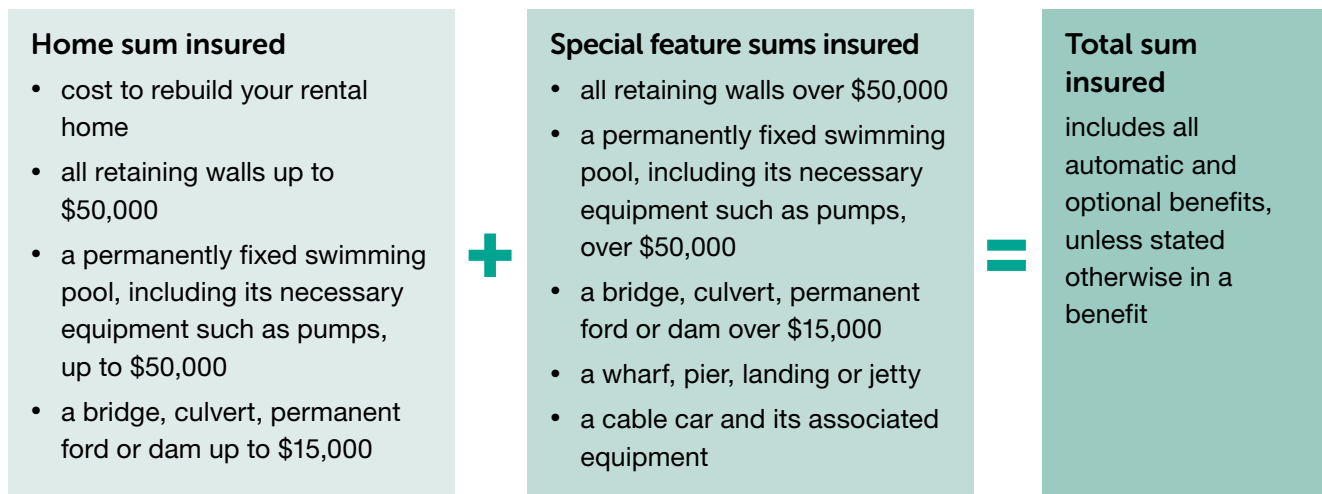
Special feature sum insured

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 Landlord's 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 rental home is covered for 'Sum insured replacement'

Situation: We accept a claim for loss to your rental home and retaining wall as a result of a fire that starts in the kitchen. We decide your rental 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 rental 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 rental 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 rental 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 rental 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 rental home is covered for 'Replacement'

Situation: We accept a claim for loss to your rental home and retaining wall as a result of a fire that starts in the kitchen. We decide your rental 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: 150m²
- Home sum insured: \$550,000
- Special feature sum insured for retaining walls: \$70,000.

Cover: As your rental 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 150m² rental 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 rental 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 rental 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 rental 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 rental home or **special feature**.



When property is shared

The most we pay for **loss** to a shared part of your rental 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 rental home that you and other property owners either jointly own or are jointly responsible for.

Examples of shared parts of a rental 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 rental home. These clauses are subject to 'What we pay – the most we pay'.

When your rental home is economic to repair

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

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

When your rental home is a total loss

If we decide your rental 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 rental home that sustained **loss**
- our estimate of the reasonable cost you would incur to rebuild the part of your rental 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 rental 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 rental home immediately before and immediately after the **loss**, plus demolition and removal costs we determine are necessary.

We deduct any costs covered under your Landlord's 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 rental 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 rental 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 rental 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 rental home that sustained **loss** that we accept a claim for.

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

- your rental 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 rental home.

Professional and other fees

If you repair or rebuild your rental 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 rental 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 rental home.



Demolition and removal costs

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

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

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

If we pay to demolish any part of your rental 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 rental 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 Landlord's Home Insurance.
- Costs relating to an undamaged part of your rental 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 rental home’, unless stated otherwise in the benefit.

Abandoned possessions

If your tenant abandons your rental home or is unable to return to it because of death or illness and they owe you rent, we cover the lawful removal of their abandoned possessions and rubbish.

We pay the reasonable cost you incur to remove those items from your rental home and dispose of them or move them to a storage facility, so you can re-let your rental home.

We do not pay any storage costs.

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

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

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

Electronic programs

If we pay a claim for **loss** to your rental 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.

Hidden gradual damage

We cover **accidental hidden gradual damage** to your rental home that first happens, and is discovered, while you have your rental 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 rental 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: Your tenant discovers 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 rental home, if either:

- the garden or lawn sustained **loss**, and we accept a claim for **loss** to your rental home from the same **event**
- the garden or lawn sustained **loss** as a result of your rental 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 rental home'.

Loss of rent

We pay the amount of rent you lose if either:

- your rental home is unliveable because of **loss** or **contamination damage**
- your rental home is liveable but cannot be tenanted because a government or local authority has ordered an evacuation due to impending damage.

The **loss**, **contamination damage**, or impending damage must be covered under your Landlord's 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 rental 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 amount of rent lost 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 rental home'.

If you have other loss of rent 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.

Methamphetamine contamination

We cover **contamination damage** to your rental 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 rental home is owned by a trust. 'You' includes any director or shareholder of the company if your rental home is owned by a company, or any unit title holder.



Cover by length of tenancy

We only cover **contamination damage** connected to any tenancy or occupancy in the following situations:

- If the tenancy is more than 90 days, we only cover **contamination damage** if you, or the person who manages the tenancy on your behalf, have met all your obligations. You will find those obligations in 'Your obligations as a landlord', in the section 'Important information about your policy'.
- If the tenancy is 90 days or fewer, we only cover **contamination damage** 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 rental home.

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 rental 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 rental home.
- At our option, we pay you either:
 - the reasonable cost you incur to **remediate** the part of your rental home that sustained **contamination damage**
 - our estimate of the reasonable cost you would incur to **remediate** the part of your rental 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 rental 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 rental 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 rental 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 rental 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 rental 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 rental 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 rental 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.

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



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

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

Sale and purchase

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

The purchaser must both:

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

Sustainability upgrade

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

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

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



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 rental home'.

Additional costs for heritage homes

If your rental 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 rental home on the same site.

Your rental 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 rental 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.

Rent default

We pay the amount of rent you lose if any of the following happens:

- You evict your tenant for non-payment of rent following an eviction notice or an award for vacant possession by the Tenancy Tribunal. The most we pay for an **event** is 15 weeks' rent.
- Your tenant vacates your rental home without giving the required notice. The most we pay for an **event** is 15 weeks' rent.
- Your sole tenant dies. The most we pay for an **event** is 15 weeks' rent.
- The Tenancy Tribunal releases your tenant from the fixed rental agreement as a result of hardship. The most we pay for an **event** is 8 weeks' rent.



We only pay the amount of rent you lose during the term of the rental agreement, during the **period of insurance**.

We deduct any amount you can recover from rent paid in advance.

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

Important: See 'Your obligations as a landlord' in the section 'Important information about your policy'.



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 rental 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 \$5,000,000.

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

Full and final settlement for your legal liability

We may pay the full amount under this part of your Landlord's 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 Landlord's Home Insurance.



Section 2 – Landlord’s Contents Insurance

This section applies if your **policy schedule** shows you have Landlord’s Contents 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.

	Landlord’s Contents Insurance
What we cover	
Sudden and accidental loss or damage	✓
Legal liability	✓
Automatic cover and benefits	
Abandoned possessions	✓
Cover when replacing a whiteware appliance with a more energy-efficient model	✓
Hidden gradual damage	✓
Landlord’s fixtures and fittings	✓
Loss of rent	✓
Removal of unrepairable items	✓
Optional benefit	
Rent default	Available to purchase



Part one – cover for landlord’s contents

In this part we explain how we cover landlord’s contents, and the items that are included and not included as part of landlord’s 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 landlord’s contents that happens during the **period of insurance** while they are in New Zealand either:

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

What we mean by ‘landlord’s contents’

In your Landlord’s Contents Insurance, ‘landlord’s contents’ means household goods that you own or are legally responsible for, that you provide for your tenants to use.

What ‘landlord’s contents’ includes, but only if your rental home policy does not provide cover

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

- fixtures or fittings permanently attached to your rental 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 ‘landlord’s contents’ does not include

We do not cover any:

- personal effects
- items owned by your tenant, a guest of your tenant or a person who occupies your rental home
- computer hardware, such as a desktop or laptop computer and their equipment
- paintings, pictures, works of art or ornaments
- recreational, sporting or camping equipment
- spa pools or swimming pools
- items used at any time for business, trade or commercial purposes
- animals or other creatures
- live plants, except for pot plants
- **motor vehicles**, trailers or caravans, except for domestic garden appliances and their parts and accessories
- watercraft and their parts and accessories
- parts and accessories of **motor vehicles**, trailers or caravans
- aircraft or other aerial devices, including aerial recreational items such as hang gliders, parachutes, paragliders or parasails, and their parts and accessories
- items that are part of a common property or insured by a policy taken out by a body corporate or similar body.



What we mean by 'rental home'

In your Landlord's Contents Insurance, 'rental 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 landlord's contents.

Landlord's contents covered for repair or replacement

We cover the following items of landlord's contents for repair or replacement, if they are 10 years old or newer:

- furniture
- furnishings
- appliances
- linen.

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. If a **closest equivalent item** does not exist, we pay the **present value**.

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

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**.

Landlord's contents covered for repair or present value

We cover landlord's contents for repair or **present value**, except for the items listed above in 'Landlord's contents covered for repair or replacement'.

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 barbecue that you provide for your tenants to use gets stolen. You purchased it brand new 11 years ago for \$1,900.

Cover: As your barbecue is over 10 years old we pay its present value of \$1,000, being the estimated cost in New Zealand of an equivalent barbecue in a similar condition, less the excess.

The most we pay for landlord's contents in total

The most we pay under 'Part one' of your Landlord's Contents Insurance in total for an **event** 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 landlord’s contents’, unless stated otherwise in the benefit.

Abandoned possessions

If your tenant abandons your rental home or is unable to return to it because of death or illness and they owe you rent, we cover the lawful removal of their abandoned possessions and rubbish.

We pay the reasonable cost you incur to remove those items from your rental home and dispose of them or move them to a storage facility, so you can re-let your rental home.

We do not pay any storage costs.

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

The amount we pay is in addition to any payment under ‘Part one – cover for landlord’s contents’.

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

Hidden gradual damage

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

We do not cover the cost to repair the cause of the **hidden gradual damage**. However, we cover any other landlord’s 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.

Loss of rent

We pay the amount of rent you lose if either:

- your rental home is unliveable because of **loss** to your rental home or to landlord’s contents at the same home
- your rental home is liveable but cannot be tenanted because a government or local authority has ordered an evacuation due to impending damage.

The **loss** or impending damage must be covered under any of the following:

- your Landlord’s Contents Insurance
- any home policy, except for **loss** connected to methamphetamine contamination
- the **NHI Act**, but would have been covered under any home policy.

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

- When we settle your claim for the **loss**.
- When the evacuation order is lifted. However, cover may continue if the impending damage has caused **loss** to your rental home or to landlord’s contents at the same home that leaves your rental home unliveable.



The most we pay for an **event** 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 landlord's contents'.

If you have other loss of rent 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.

Removal of unrepairable items

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



Part one – optional benefit

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

The amount we pay under this benefit is included in the amount payable under 'Part one – cover for landlord's contents'.

Rent default

We pay the amount of rent you lose if any of the following happens:

- You evict your tenant for non-payment of rent following an eviction notice or an award for vacant possession by the Tenancy Tribunal. The most we pay for an **event** is 15 weeks' rent.
- Your tenant vacates your rental home without giving the required notice. The most we pay for an **event** is 15 weeks' rent.
- Your sole tenant dies. The most we pay for an **event** is 15 weeks' rent.
- The Tenancy Tribunal releases your tenant from the fixed rental agreement as a result of hardship. The most we pay for an **event** is 8 weeks' rent.

We only pay the amount of rent you lose during the term of the rental agreement, during the **period of insurance**.

We deduct any amount you can recover from rent paid in advance.

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

Important: See 'Your obligations as a landlord' in the section 'Important information about your policy'.



Part two – your legal liability

In this part, we explain how we cover your legal liability for **loss** to another person's property or for **injury** to another person, as the owner of or person responsible for landlord's contents. 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, landlord's contents. 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 \$5,000,000.

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

Full and final settlement for your legal liability

We may pay the full amount under this part of your Landlord's Contents 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 Landlord's Contents Insurance.

Exclusions – what we do not cover

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

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

Landlord's Home Insurance exclusions



The following exclusions apply to Landlord's Home Insurance.

Causes of loss

We do not cover **loss** to your rental home 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 rental 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 rental 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 rental 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
 - 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 rental 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 rental 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.

Landlord's Contents Insurance exclusions



The following exclusions apply to Landlord's Contents Insurance.

Causes of loss

We do not cover **loss** to landlord's 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 rental 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 landlord's contents that are directly affected, not to resultant sudden and **accidental loss** to other landlord's contents.

Types of loss

We do not cover any:

- Repair or replacement of parts of a pair or set that have not sustained **loss**.
- **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 landlord's contents that are directly affected, not to resultant sudden and **accidental loss** to other landlord's 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 rental 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** (except for a domestic garden appliance), 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.

General exclusions



The following exclusions apply to both Landlord's Home and Landlord's 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 your tenant cannot remain in your rental 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 rental home or landlord's 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 rental home, to other landlord's 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 Landlord's Home 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:

- 'Abandoned possessions' or 'Loss of rent' automatic benefits in Landlord's Home Insurance and Landlord's Contents Insurance
- 'Rent default' optional benefits in Landlord's Home Insurance and Landlord's Contents Insurance.

Example of consequential loss we do not cover

Situation: Your rental home is broken into and some of your appliances are stolen. You need to take time off work to organise proof that you own them 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 Landlord's Home Insurance
 - for sudden and **accidental loss** to contents caused by a **natural hazard** in Landlord's 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 Landlord's Home 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 Landlord's Home Insurance and Landlord's Contents Insurance.

Incidents outside New Zealand

We do not cover anything that happens outside New Zealand.

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 Landlord's Home Insurance and Landlord's Contents Insurance
- 'Methamphetamine contamination' automatic benefit in Landlord's 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
- your **partner**.

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 'Loss of rent' or 'Methamphetamine contamination' automatic benefits in Landlord's 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 rental 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 of the following:

- **Loss** caused by the **accidental** spread of fire or explosion.
- The extent cover is provided under the 'Loss of rent' or 'Methamphetamine contamination' automatic benefits in Landlord's Home Insurance.
- Your liability for **accidental loss** to another person's property as a result of you being a residential landlord. The **loss** must be caused by or through, or be connected to, your ownership of your rental home or landlord's contents. You or the person who manages the tenancy on your behalf must have done both the following:
 - Met all the obligations in 'Your obligations as a landlord' in the section 'Important information about your policy'.
 - Tested for the presence of **methamphetamine** before and after each tenancy of your rental home. The testing must have been completed according to New Zealand Standard NZS 8510 or by an operator approved by us. The testing must have confirmed that **methamphetamine** contamination at your rental home does not exceed the **contamination level**.

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 Landlord's Home Insurance and we decide your rental home is a **total loss**, your Landlord's Home Insurance will be automatically cancelled. The cancellation will take effect from the end of the day of the **loss**.

If you have Landlord's Contents Insurance and we settle your claim by paying your **contents sum insured**, your Landlord's 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 landlord's 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:

- you stop renting out your home
- you change the address where you keep your landlord's 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.

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 landlord's 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 landlord's contents. 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.

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 rental home:

- an internal tank plumbed into the water reticulation system of your rental 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 rental 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 is 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**.

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

- the residential dwelling is destroyed
- the 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 the 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 rental home

A storm damages the roof of your rental home.

Type of insurance	Landlord's Home Insurance
Home sum insured	\$500,000
Optional benefits	None
Standard excess	\$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 rental 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 landlord's contents

Your rental home is burgled and your 2-year-old television and 1-year-old microwave that you provided for your tenants to use are stolen.

Type of insurance	Landlord's Contents Insurance
Contents sum insured	\$50,000
Optional benefits	None
Standard excess	\$500

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

What the costs are

One of our suppliers can replace your television with the closest equivalent item at a cost of \$2,700. They can also replace your microwave with the closest equivalent item at a cost of \$200.

How we settle your claim

We pay the supplier \$2,400, being the \$2,900 it would cost to replace the television and microwave, less the standard excess of \$500.

You pay the supplier the standard excess of \$500.

Claim example 3 – loss of rent

A fire damages the kitchen and living areas in your rental home, leaving your rental home unliveable.

Type of insurance	Landlord's Home Insurance
Home sum insured	\$650,000
Standard excess	\$750
Weekly rent	\$600

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 rental home's kitchen and living areas is \$50,000.

You will lose rent as your tenants need to move out while your rental home is unliveable and being repaired. Your tenants wish to return once the repairs are completed.

How we settle your claim

We pay you \$50,000, our estimated cost of repair.

You arrange for a builder to repair the damage, which they estimate will take 4 weeks. You pay the builder the cost of repair you have both agreed.

We agree to cover the loss of rent at a cost of \$600 per week for 6 weeks in total.

We pay you \$2,850 for loss of rent, calculated as:

Weekly rent of \$600 x 6 weeks	\$3,600
Less the standard excess	– \$750
Total	\$2,850

Claim example 4 – your rental home and landlord's contents are a total loss

Your rental home and landlord's contents are destroyed by flood. As your rental home has become unliveable, you and your tenants end the tenancy agreement.

Type of insurance	Landlord's Home and Contents Insurance
Home – Total sum insured	\$650,000
Contents sum insured	\$50,000
Optional benefits	None
Standard excess	Landlord's Home: \$750 Landlord's Contents: \$500
Premium payment frequency	Monthly instalments
Weekly rent	\$600

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 rental home and replace your landlord's contents is more than their sums insured. We decide your rental home and landlord's contents are a total loss.

How we settle your claim

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

We agree to cover the loss of rent at a cost of \$600 per week while your rental home is being rebuilt and re-let.

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

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

We pay you \$733,930 in total to settle your claim, calculated as:

Home – Total sum insured	\$650,000
Contents sum insured	\$50,000
Home – Loss of rent (weekly rent of \$600 x 47 weeks)	\$28,200
Home – Sustainability upgrade	\$7,000
Less the standard home excess (you only pay the highest excess, since you have both Landlord's Home and Landlord's Contents Insurance and the standard home excess is higher)	– \$750
Less the remaining unpaid monthly instalments (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
Total	\$733,930

What happens next

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

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

Claim example 5 – liability claim under Landlord’s Home Insurance

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

Type of insurance	Landlord’s Home Insurance
Liability limit	\$5,000,000
Standard excess	\$750

The 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

The 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 the neighbour.

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

Landlord's Home and Contents Insurance

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