

# ANZ ASSET PROTECTOR INSURANCE

PROTECTING YOUR HOME,  
CONTENTS, MOTOR VEHICLE,  
BOAT, AND LIFESTYLE BLOCK

POLICY WORDING  
APRIL 2022

vero



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As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language.

The online version of this document is interactive. Click the Index section or page number to go straight there.

To search for a keyword, type Ctrl + F on a PC or Command + F on a Mac.

# WELCOME TO YOUR ANZ ASSET PROTECTOR INSURANCE POLICY

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Thank you for choosing this ANZ Asset Protector insurance policy to protect what's important to you.

## vero

Vero Insurance New Zealand Limited (Vero) is the insurer that provides these insurance policies. Once you've purchased your insurance policy, you'll deal with Vero for the ongoing management of your insurance and for any claims you need to make.

In this policy wording booklet, we set out what's covered and what's not covered under your insurance, your responsibilities, and how we work together with you at claim time.

### Who we mean by 'you'

When we say 'you' or 'your', we mean the insured person or people named on your *schedule*, and their spouse, de facto partner, or civil union partner.

Under the Contents insurance policy wording, when we say 'you' or 'your' we also cover you or your partner's immediate family, if they live with you and aren't covered by any other contents insurance.

### Who we mean by 'we'

When we say 'we', 'us', or 'our', we mean Vero Insurance New Zealand Limited.

### The documents that make up your insurance policy — keep them safe

Your insurance policy is made up of two parts.

1. This policy wording booklet. It explains what we do and don't cover, how to contact us, the responsibilities you have under the policy, and how to make a claim.
2. The *schedule*. It gives details specific to you, including who and what is insured, when cover starts and ends, and the premium you've agreed to pay. The *schedule* also includes any special terms that might apply, which might also detail things that we do and don't cover.

### Read your policy documents so you know what we do and don't cover

We agree to give you insurance cover as outlined in this policy wording booklet and your *schedule*, as long as your premium payment is up to date.

Read your insurance policy documents carefully, so you know what you are, and are not, covered for. Keep them together in a safe place.

ANZ Asset Protector is underwritten by Vero Insurance New Zealand Limited and distributed through ANZ Bank New Zealand Limited. No member of ANZ, its related companies or any other person guarantees Vero, its subsidiaries or any of the products issued by them. ANZ may receive commission on any policy it arranges.

## Headings in this policy wording are descriptive

The headings used in this booklet are descriptive, to help you find information. They're not part of the terms and conditions, so you can't rely on them to interpret the policy's meaning.

## Words in italics have specific meanings

When words are in *italics*, they have specific meanings that we've defined in the Dictionary on page 91. When we use these words, we mean the definitions we give in the Dictionary section.

## The different sections of this policy wording booklet

This booklet includes five insurance policy wordings. The type of insurance you've bought will be shown on your *schedule*. Make sure you read and understand it.

You'll find information that applies to all the policies at the start and end of the booklet. The middle sections describe the cover and exclusions and how we settle claims for each policy.

## Five ANZ Asset Protector insurance policy wordings

You will have one or more of these policies. Make sure you read and understand the policy you've bought, that's shown on your *schedule*.

Home	page 5
Contents	page 26
Motor vehicle	page 41
Boat	page 59
Lifestyle Block	page 67

## Three types of cover under the Motor vehicle policy

The Motor vehicle policy wording includes three different *cover types*.

Comprehensive	page 44
Third Party, Fire and Theft	page 49
Third Party Only	page 52

## Information that applies to all policies

The policy wording booklet includes the information below, and following sections, which apply across all five insurance policies.

How to contact us	page 4
How to make a claim	page 4
How to make a complaint	page 4
Making a claim	page 80
What your responsibilities are	page 84
Policy conditions and other important information	page 87
Dictionary of defined words	page 91

## **Tell us if anything is incorrect, or if things change**

If any information you've given us is incorrect, tell us straight away. Any incorrect or incomplete information can affect your insurance cover — we can refuse a claim, reduce a claim payment, or *avoid* your policy — so telling us is important.

Tell us if anything changes, whether it's your contact details, or your circumstances. For example, tell us if:

- your home or lifestyle block is going to be *unoccupied*.
- you change the address where your vehicle or boat is kept overnight.
- if you or anyone driving your vehicle is convicted of a criminal offence.
- if you modify your vehicle from the manufacturer's standard specifications.

If there's anything you don't understand, just ask.

You have other responsibilities under this policy. Please refer to page 84 for details.

## HOW TO CONTACT US

Get in touch with our claims and customer service teams. We're always happy to help.

<b>Claims</b>	0800 269 252
From outside NZ	+64 9 363 4192
New claims email	anznewclaims@vero.co.nz
Existing claims email	anzclaimsenquiries@vero.co.nz
<b>Customer service</b>	0800 831 123
From outside NZ	+64 9 363 4195
Email	anzinsurance@vero.co.nz

## HOW TO MAKE A CLAIM

If something happens and you think you may need to make a claim, first ensure that everyone is safe. If you think a crime has occurred, call the police.

Then, contact us as soon as possible.

- Call **0800 269 252** (+64 9 363 4192 from outside NZ)
- Or visit our website: [www.vero.co.nz/anzclaims](http://www.vero.co.nz/anzclaims)

Once we have all the information we need, we'll decide the best way to advance your claim.

For more information, read the 'Making a claim' section of this booklet on page 80.

## HOW TO MAKE A COMPLAINT

We take your concerns seriously. If you have a concern, contact us. We'll listen to you, and work with you to resolve it quickly and effectively.

If you're not satisfied after talking to us, we have a formal complaints process we can take you through.

If you have a complaint about a claim that can't be resolved, we can refer you to our independent, external complaints service.

### Contact us first

If you have a concern, contact us first.

<b>Customer service</b>	0800 831 123
From outside NZ	+64 9 363 4195
<b>Claims</b>	0800 269 252
From outside NZ	+64 9 363 4192
<b>Email</b>	complaints@vero.co.nz
<b>Postal address</b>	Customer Care Adviser Vero Insurance New Zealand Limited Private Bag 92120 Auckland 1142

## HOME INSURANCE — YOUR HOME COVER UNDER THIS POLICY

You're covered for *accidental* loss or damage to your home, during the *period of insurance*.

Your cover also includes the benefits listed under the heading 'Details of your cover — the benefits we include' on page 7, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the limitations, exclusions, conditions and cover limits that apply to this policy.

### What we mean by 'home'

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

### What 'home' also includes

We also cover these things as part of your home under this policy:

- permanent domestic outbuildings, garages, greenhouses, decks, and terraces
- fixtures and fittings permanently attached to the buildings or site, such as:
  - aerials
  - built-in barbeques
  - fixed wall and floor coverings
  - fixed light fittings and appliances that are permanently fitted to a gas, plumbing, or electrical supply
  - exterior blinds and awnings
  - fixed clotheslines
  - letterboxes
  - septic tanks, heating oil tanks, service and water tanks, including their fixed pumps
  - permanent spa or in-ground swimming pools, including their fixtures, pipes, and fixed pumps
  - solar panels
- walls, fences and gates
- driveways, paths, patios, footpaths, and tennis courts
- any above- or under-ground services that you own or are liable for, like gas pipes, freshwater pipes, underground sewerage and drainage pipes, and cables for electricity, telephone, and broadband
- any private road, lane, right-of-way, access way, or bridge that you own and that gives access to a driveway that you own (up to a maximum of \$50,000)
- any part of the building used as a *home office* or *healthcare practice*.

### What 'home' doesn't include

We don't cover these things as part of your home under this policy:

- land, earth or fill
- an adjacent property owner's share of the following — any walls, fences, gates, retaining walls, pipes, cables, driveways, private roads, rights of way, access ways or bridges
- commercial or farming premises
- bridges or anything on them (however, we do cover a bridge which you own and which gives access to a driveway you own)
- cable cars, lifts or elevators outside the home building
- culverts, ponds, dams and slipways
- curtains, drapes or blinds
- hedges, trees, shrubs, lawns and plants, apart from what's covered by the Landscaping benefit

- landlord's furnishings, unless Landlord's extension optional benefit is shown on your *schedule*
- non-solar powered generation equipment, except for wind- and fuel-powered generation equipment covered by the Power generation equipment benefit
- retaining walls, apart from what's covered under the Retaining walls benefit
- wharves, piers, jetties and similar structures
- contents
- temporary structures
- sea walls, flood walls, and levees.

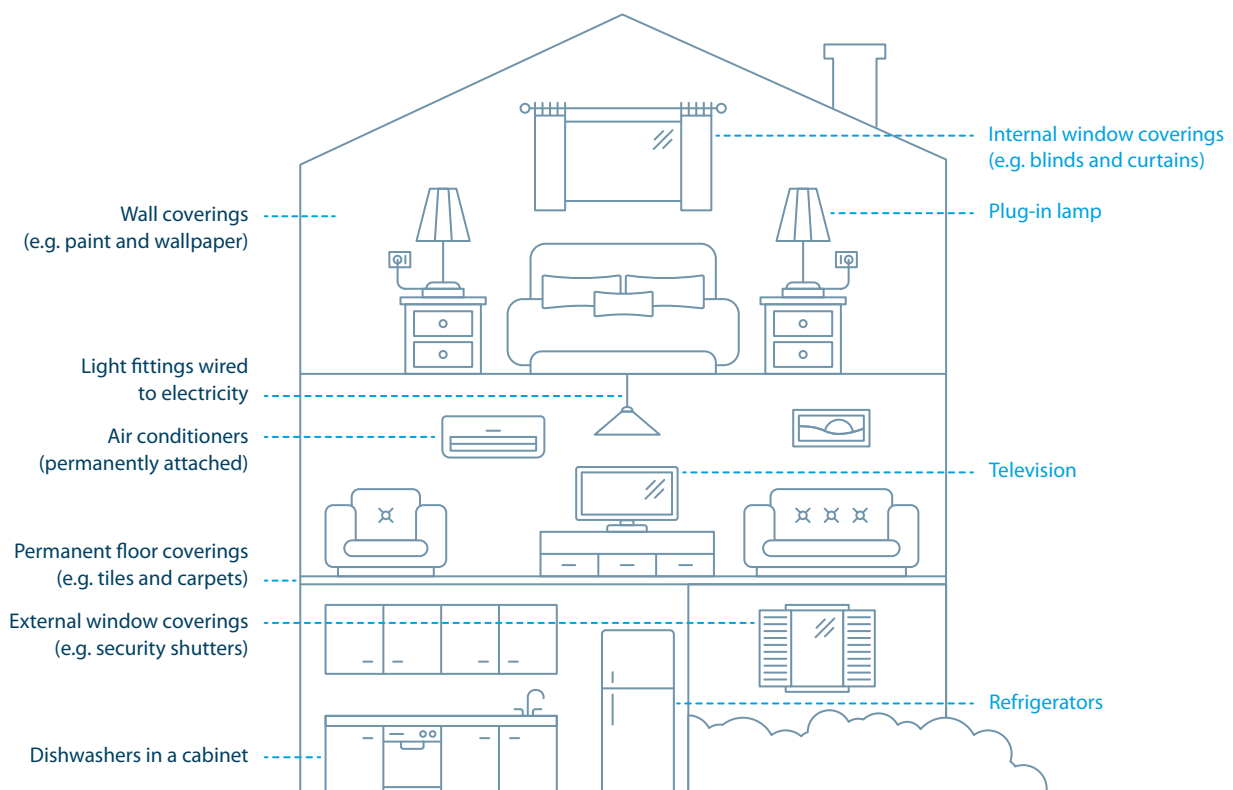
## YOUR HOME AND CONTENTS

### Your home

The residential building at the insured address and includes structural improvements, fixtures, fittings and domestic outbuildings.

### Your contents

Includes your furniture, furnishings, valuables, personal possessions and unfixed household goods.





## Details of your cover — the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

☑ — the benefit is paid from within your home *sum insured*

⊕ — the benefit is paid in addition to your home *sum insured*

Benefit	Page	Benefit	Page
⊕ ANZ home lending payment	7	☑ Power generation equipment	12
☑ Blockages to water and sewage pipes	7	⊕ Property owner's liability	12
☑ Damage caused by authorities to prevent loss	8	☑ Resetting or reprogramming your security system	13
⊕ Environmental improvements	8	☑ Retaining walls	14
☑ Gradual damage	8	☑ Sale and purchase	14
⊕ Landscaping	9	☑ Stolen or lost keys, and resetting keypads	14
☑ Methamphetamine contamination	9	⊕ SumExtra	15
☑ Minor building work	10	⊕ Temporary accommodation	16
☑ Natural disaster	11	☑ Tree removal	16

### ANZ home lending payment — we'll pay you an additional amount if you have a total loss

If you have a mortgage with ANZ for the home insured under this policy, and we pay you for a *total loss* claim, we'll pay you an extra \$2,000 for you to use as you wish.

⊕ Any amount we pay under this benefit, we'll pay in addition to your *sum insured*.

### Blockages to water and sewage pipes — we'll cover clearing blockages to water and pipes

During the *period of insurance*, we'll pay the reasonable cost of clearing an *accidental* blockage in an underground water or sewage pipe.

We'll pay if all the following apply.

- The blockage was not caused by the roots of any tree or plant.
- The blocked pipe is within the residential boundaries of the home.
- The blocked pipe is within 60 metres of your home.
- The land your home is on is used for domestic purposes — not farming or business.

If clearing the blockage damages part of a driveway, patio, path, paving, tennis court, or other permanent structure that forms part of the home, we'll cover the cost of repairing or rebuilding the damaged part. We won't cover any other maintenance costs.

The maximum we'll pay under this benefit is \$1,500.

☑ Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

### Damage caused by authorities — we'll cover damage caused to prevent other loss

We'll pay for damage to your home caused by government or local authorities if the damage was necessary to prevent other loss or damage that your policy covers.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

### Environmental improvements — we'll pay for home improvements that make your home more environmentally friendly

We'll pay up to \$3,500 for the extra costs associated with buying and installing new environmental improvements to your home.

Environmental improvements are alterations or additions of equipment to your home to help protect or conserve the environment — such as rainwater tanks, solar systems, and compost equipment.

For you to claim this benefit, all the following circumstances need to apply.

- We've accepted a claim under this policy and the cost of repairing the loss or damage is more than 80% of the home *sum insured*.
- We're authorising or arranging the repairs to your home.
- Your home does not already have the environmental equipment.
- We have agreed to the environmental improvements before you buy or install them.

This benefit doesn't cover environmental improvements needed for the repair or rebuilding of your home to comply with the latest building regulations. However, these improvements may be covered by the 'Statutory requirements' benefit on page 24.



Any amount we pay under this benefit, we'll pay in addition to your home *sum insured*.

### Gradual damage — we'll cover gradual damage caused by leaking water pipes

We'll pay up to \$3,000 for the repair of gradual physical damage to your home resulting from water leaking or overflowing from any internal water system.

This includes the reasonable cost of searching for the source of the leak or overflow, as long as we've accepted a claim for the gradual damage. We won't pay to repair the actual pipe or vessel that is leaking or overflowing.

The damage must have first started after you bought the home.

An internal water system is either of the following.

- Any water pipe, waste disposal pipe, water cylinder or water storage tank that is permanently connected and contained within the walls, floors or roof of your home.
- Any pipe hidden from view that is connected to an appliance like a washing machine or dishwasher.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

## GRADUAL DAMAGE

<p>✓</p> <p>We cover gradual damage resulting from water leaking or overflowing from any internal water system.</p> <p>We cover reasonable cost of searching for the source of the problem, as long as we have accepted a claim for the gradual damage.</p> <p>We won't pay to repair the actual pipe or vessel that is leaking or overflowing.</p> <p>Read the bullets in the Gradual damage benefit above for a description of the internal water systems we cover.</p>	<p>✗</p> <p>We won't cover gradual damage caused by water leaking from a hose or pipe that is temporarily connected or is exposed.</p>
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### Landscaping — we'll pay to restore landscaping

We'll pay up to \$2,500 to restore lawns and gardens (including hedges, trees, shrubs and plants), if your home was damaged in the same event and we've accepted a claim for that damage.

⊕ Any amount we pay under this benefit, we'll pay in addition to your home *sum insured*.

### Methamphetamine contamination — we'll cover methamphetamine contamination in rental properties

We'll pay for the testing, decontamination and repair of your home if it suffers loss or damage as a result of the use, consumption, storage or manufacture of methamphetamine or its precursor chemicals.

We'll provide cover under this benefit if all the following apply.

- Your *schedule* shows the home is *tenanted*.
- You comply with the Landlord's responsibilities — page 86.
- At the time of the claim, testing confirms that your home has a level of chemical contamination that exceeds 15µg (micrograms) per 100cm<sup>2</sup>.
- The people who contaminated the *home* are your *tenants*, or are at the home with your *tenants'* permission.

## How we define contamination

We define contamination as a level of chemical contamination that exceeds 15µg (micrograms) per 100cm<sup>2</sup>.

## What we will and won't pay

We'll pay reasonable costs for the following.

- Costs incurred for testing to identify the contamination. We only pay these costs once testing has confirmed contamination.
- Decontamination of the home to a level less than 1.5µg/100cm<sup>2</sup>. Decontamination can include repairing or rebuilding the damaged portion of the home.

The most we'll pay is \$50,000 for any one event.

We'll only pay for one claim under this benefit while the home is let to the same *tenants*, or under the same *tenancy agreement*.

We won't pay the cost of decontaminating or repairing land, even if this is needed to decontaminate, repair or rebuild the home, or to meet government or local authority laws or regulations.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

## Minor building work — we'll cover structures and materials if you do new building work

This benefit is not designed to provide the same cover as a Contract Works policy.

We'll cover up to \$25,000 during the *period of insurance* for *accidental* loss or damage to minor building work from certain causes.

### The minor building work that we cover

Minor building work includes any or all of the following.

- Any new separate structure being built at the address shown on your *schedule*, that you own (or are responsible for while it's being built). The structure must fall within 'What we mean by home' on page 5 and be covered by this policy when complete.
- Structural work being done to upgrade existing fittings or features in the home.
- Materials at the address shown on the *schedule* that will be part of the new structure.
- Construction of decks or patios, unless they involve alterations to an external wall or existing structure.

### The causes of loss or damage that we cover

We cover minor building work for *accidental* loss or damage caused by:

- fire, explosion or lightning
- impact by a vehicle or animal
- impact from aircraft or other aerial or spatial device (like a *drone* or a satellite), or articles dropped or falling from them
- *natural disaster*
- riot, civil commotion, strikes, or labour disturbance
- storm or *flood* (excluding any exposure to normal weather conditions).

## Circumstances where we don't provide minor building work cover

This benefit won't cover structures or work if any of these circumstances apply.

- The expected value of the completed work, or the price of the contract including materials, is more than \$25,000 including GST.
- Excavation is more than 1 metre deep.
- An extension, such as an extra room, is being added to an existing home.
- You're building for commercial purposes.
- You don't have building consent or similar, if it is required.
- The work is covered by a separate Contract Works insurance policy.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

## Natural disaster — we'll cover natural disasters along with EQC

The Earthquake Commission (EQC) provides some *natural disaster* cover for homes under the Earthquake Commission Act (the EQC Act). If loss or damage to your home is caused by *natural disaster*, any cover under this policy depends upon whether there is cover for your home under the EQC Act.

### Loss or damage to parts of your home that EQC insures

Where loss or damage to your home is caused by *natural disaster*, we'll pay up to a maximum of the difference between these two amounts:

- the cost of repairing or rebuilding your home (or the *indemnity value* if it's on your *schedule*)
- the amount payable under the EQC Act

less any *excess* we usually charge.

EQC must have done both of the following:

- accepted liability for your claim
- already paid the maximum under the EQC Act for the loss or damage.

We don't cover any *excess* charged by EQC.

### Loss or damage to parts of your home which EQC does not insure

Under the EQC Act, EQC does not insure some parts of your home. We'll pay for loss or damage caused by *natural disaster* to the following permanently installed items that EQC does not cover:

- drains, pipes, and cables
- driveways, paths, patios, fences, and walls (apart from retaining walls covered by the Retaining walls benefit)
- swimming or spa pools
- tennis courts.

An additional *excess* of \$5,000 applies to amounts we pay for these parts of your home.

## The total you receive for natural disaster is limited to your home sum insured

The most you receive for loss or damage caused by *natural disaster* from EQC and us combined is your home *sum insured*.

All other policy terms and conditions apply to this benefit, along with the basis for settling claims.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

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## Power generation equipment — we'll cover wind- or fuel-powered generation equipment

We'll pay up to \$10,000 during the *period of insurance* for *accidental* loss or damage to power generation equipment if it results from any of the following:

- fire, explosion or lightning
- impact by a vehicle or animal
- impact from aircraft or other aerial or spatial device (such as a *drone* or satellite), or articles dropped from them
- *natural disaster*.

### How we define power generation equipment

Power generation equipment is any wind- or fuel-powered equipment for generating electricity. It includes any support structure, generator, power storage and associated wiring, switching and distribution equipment. Solar panels are not covered under this benefit — they're included in your cover as part of your home.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

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## Property owner's liability — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* loss or damage to someone else's property, or for *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- results from your ownership of the home.

### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

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

## What we won't pay under Property owner's liability

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

We won't pay for legal liability:

- for loss or damage to property that you own, or that's in your custody and control
- arising from you undertaking any business or employment — except for part-time babysitting
- that arises directly or indirectly from a fire you lit intentionally that didn't comply with the Fire and Emergency Act 2017, or any other law or regulation governing the lighting of fires
- arising from the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft, boat or watercraft — except for:
  - ride-on mowers and other domestic garden appliances
  - remote controlled models
  - children's battery-powered or mechanically propelled motor toys up to 50cc
  - wheelchairs
  - mobility scooters.

We won't cover liability assumed by agreement (unless you would have been liable anyway). But we do cover liability normally agreed to by a landlord under a standard form tenancy or lease agreement.

## Limits on what we'll pay for Property owner's liability

For any one event, we'll pay:

- for loss or damage to someone else's property, up to \$2,000,000
- for *bodily injury*, up to \$1,000,000.

For any one event, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined total of \$2,000,000.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above. The maximum we will ever pay for any one event is \$2,000,000.

## We also pay legal defence costs if you are legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or where you're legally liable to pay *reparation*.



Any amount we pay under this benefit, we'll pay in addition to your home *sum insured*.

## Resetting or reprogramming your security system — we'll pay to reset your security system after a break-in

We'll pay up to \$250 during the *period of insurance* for the reasonable costs of resetting or reprogramming a security system installed at your home.

The security system must have been activated during a break-in or attempted break-in that happened during the *period of insurance*.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

## Retaining walls — we'll cover damage to your retaining walls

We'll pay up to \$80,000 for *accidental* loss or damage to retaining walls. This includes your share in retaining walls that you jointly own with other property owners.

To be covered, the retaining walls must meet all of the following criteria:

- be complete — we don't cover retaining walls if they were incomplete, or were not functioning or maintained when the loss or damage occurred
- have the sole purpose of retaining land (meaning their purpose doesn't include repelling water of any kind)
- have all necessary permits, consents, and certificates from local authorities
- have been damaged in a single *accidental* event — we don't cover gradual damage to retaining walls.

We'll pay for the cost of:

- repairing the wall to the condition it was in immediately before the loss or damage
- gaining access to the wall
- stabilising the soil
- providing footings and drainage materials.

### We may pay more for retaining walls, if they're valued over \$80,000

We may pay more than \$80,000 to repair retaining walls, if:

- when making a claim you give us a valuation for your property, issued by a qualified valuation or construction expert or professional, like a quantity surveyor, qualified valuer or builder
- the valuation was done before the loss
- the valuation separately identifies the total replacement value for all retaining walls
- your *sum insured* reflects the combined cost of rebuilding your home and the retaining walls.

If all the above circumstances apply, we'll pay up to the value of the retaining walls identified in the valuation.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

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## Sale and purchase — we'll cover your home until it changes hands

If you've signed a contract to sell your home, we'll cover the buyer's interest in your home under this policy until they take possession of your home or until settlement, whichever is earlier. However, we only cover the buyer if they're not covered under another policy.

The limitations, exclusions, conditions and cover limits of this policy apply to both you and the buyer, as if you were jointly insured.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

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## Stolen or lost keys — we'll pay to replace stolen or lost keys and re-set keypads

We'll pay up to \$2,000 each time to change or replace locks and their keys, or to change the electronic keypad's entry code, if either:

- a key to your home is duplicated without your agreement, stolen or lost
- a keypad entry code is shared without your agreement.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

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## SumExtra — we may pay more than your home sum insured

If we're paying the cost of repairing or rebuilding your home, and that cost is more than the home *sum insured*, we'll pay one of the following:

- the part of the cost of repairing or rebuilding that exceeds the home *sum insured*, if the loss or damage is caused by any event we insure against, except *natural disaster*.
- up to an extra 10% of the home *sum insured* towards the cost of repairing or rebuilding if the loss or damage is caused by a *natural disaster*.

### Conditions for qualifying for SumExtra

You will qualify for SumExtra if all of the following apply.

1. Your *schedule* shows that cover for your home is not limited to *indemnity value*.
2. At the time the loss or damaged occurred, your *sum insured* equalled or exceeded a written estimate of costs reasonably necessary to rebuild your home. You must have obtained the estimate in one of these ways:
  - from the online rebuilding cost calculator at [anz.co.nz/InsuranceHub](http://anz.co.nz/InsuranceHub), or from another online rebuilding cost calculator that we accept
  - from a registered valuer or quantity surveyor, a builder with an appropriate trade licence, or another building specialist that we accept
  - from another source or method that we accept.
3. The written estimate of costs provides a complete and accurate description of your home and is less than 3 years old at the time the *sum insured* was most recently agreed — which could be when you purchased the policy, anytime you change your *sum insured* during the *period of insurance*, or at your last renewal.
4. When you make a claim, you must provide us with proof of the estimate for rebuilding your home that you obtained before your home *sum insured* was most recently agreed.
5. You may have increased the size or improved the quality of your home since you obtained your written estimate of costs. In this case, you must have increased the home *sum insured* in line with the increase in the rebuilding cost of your home. If you haven't, we'll pay only up to an extra 10% of the home *sum insured*. That's regardless of whether the loss or damage is caused by *natural disaster* or any other event we insure against.

### How SumExtra affects your cover

SumExtra does not increase the home *sum insured*. Any cover that is based on a percentage of the home *sum insured* doesn't increase. If we're paying for 'Inflated building costs due to specific events' as outlined on page 24, SumExtra won't apply.



Any amount we pay under this benefit, we'll pay in addition to your home *sum insured*.

## Temporary accommodation — we'll pay for temporary accommodation if your home is uninhabitable

If you own and live in your home, we'll cover your reasonably incurred extra costs for temporary accommodation if you can't live in your home because it's *uninhabitable* due to:

- loss or damage that this Home policy wording covers
- loss or damage to the home that occurs during the *period of insurance* that is covered entirely by the Earthquake Commission
- prevention of access to the home by government or local authorities, which is initiated during the *period of insurance* because of possible or impending damage to an otherwise safe or sanitary home.

The temporary accommodation must be of a similar standard to your home.

This cover includes boarding your domestic pets, storing your contents, and moving your contents to and from storage or temporary accommodation.

We'll cover up to 12 months of temporary accommodation. We may choose to remove the 12-month limit if there's a widespread *natural disaster*.

For any one event, we'll pay up to 5% of your *sum insured* on your *schedule* or \$30,000, whichever is greater.

### What we won't cover under this benefit

Under this benefit, we won't cover:

- any costs you would normally pay if your home was habitable, such as travel, consumables, phone charges, electricity, gas, or water supply services — or any increase in these costs associated with the temporary accommodation
- any costs of alternative premises for your *home office* or *healthcare practice*, or for any other business-related use of your home.

### Situations where this benefit won't apply

This benefit will never apply if:

- your home is not *uninhabitable* (other than when authorities stop you from accessing your home as outlined above)
- we haven't agreed in writing that it's necessary for you to move out of your home while it's repaired or rebuilt
- the loss or damage covered by the Earthquake Commission is only loss or damage to land.



Any amount we pay under this benefit, we'll pay in addition to your home *sum insured*.

## Tree removal — we'll cover the cost of removing a fallen tree if it caused damage to your home

We'll cover the reasonable costs you incur to remove a tree (or part of one) that falls on your home. We must have accepted your claim for loss or damage to your home caused by the fallen tree first. We'll also pay up to \$2,000 for removing any parts of the tree that have not fallen.

We won't pay if you knew the tree was unsound or unstable and needed removing. We also won't pay to remove stumps from the ground.



Any amount we pay under this benefit, we'll pay out of your home *sum insured*.

## Optional benefits — the additional cover you can choose

If you've chosen the following optional benefits they will appear on your *schedule*.

### Excess refund — for the excess you've selected

We'll pay the cost of your claim in full without deducting your *excess* if the cost of your claim is the same as, or more than, the *excess* you've selected, as shown on your *schedule*. We won't pay any claim that is less than this amount.

The Excess refund only applies to the *excess* you've selected. Other *excesses* shown on your *schedule* will still apply to your claim.

If damage is caused by several events, each separate event must result in a claim that's more than the *excess* you've selected, before we'll pay you anything.

### No excess on window glass — if you only claim for glass breakage

We'll cover *accidental* breakage of window glass in your home without you having to pay an *excess*, if you're not claiming for any other damage.

### Landlord's extension — for tenanted properties

We'll provide the cover below for each self-contained dwelling unit that you've told us about, if both the following apply.

- Each dwelling unit is occupied by a *tenant*, and is located at the address shown on your *schedule*.
- You meet the Landlord's responsibilities on page 86.

We'll reduce any payment we make under this benefit by any *rent* you received in advance, and any bond that you or Tenancy Services hold, that you could use to compensate the loss or damage.

### Damage to landlord's furnishings

We'll cover these specific items you own in a *tenanted* property:

- blinds, curtains and drapes
- dishwasher, stove, refrigerator and microwave
- washing machine and dryer
- fixed light fittings.

We'll cover these items for:

- *accidental* loss or damage
- malicious damage or theft as outlined in the Malicious damage or theft section below.

We'll pay the *indemnity value* of the items for any single event, up to \$20,000 for each dwelling unit. Or we'll pay up to the *sum insured* that's on the *schedule* for landlord's furnishings, if this is higher.

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

### Malicious damage or theft — we'll cover deliberate damage or theft by tenants or their guests

We'll cover you for:

- malicious, intentional or deliberate damage to the home
- theft of any part of the home — such as guttering, or copper pipes

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

The most we'll pay is \$30,000 for any single event. This limit does not apply to damage caused by fire or explosion resulting from malicious, intentional or deliberate damage to the home by *tenants* or their guests.

If you don't decide to have your home repaired or rebuilt within a reasonable time, we can instead choose to pay you the *indemnity value*.

We'll only replace damaged fixed wall and floor coverings in the room where the damage happened.

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

### Loss of rent — due to property damage

We'll cover you for lost *rent* if the home is *uninhabitable* because of loss or damage that this policy covers.

At the time the loss or damage happened, the home must have been rented out or you must have already signed a *tenancy agreement* to let it.

We'll pay the equivalent of the average weekly rental you received during the weeks the property was rented in the 12 months before the loss or damage. If a *tenancy agreement* was signed for a new *tenant* before the loss or damage, we'll pay the weekly rental in the new *tenancy agreement*.

For any single event, we'll continue to pay the agreed weekly amount until your home is repaired or replaced, up to:

- \$40,000 for each dwelling unit, or
- the *sum insured* for loss of *rent* that's on your *schedule*, (if this is higher).

If you don't want to repair or rebuild your home, the most we'll pay is an amount equal to 2 months' lost *rent*.

We won't pay loss of *rent* after repairs have been completed or after we've paid the claim.

### Loss of rent — where your tenant legally withholds it (allowable non-payment)

We'll cover you for lost *rent* if your *tenant* legally withholds payment for reasons allowed by the *tenancy agreement* related to:

- prevention of access — for example, if a Fire and Emergency order prevents them from entering the home
- failure of public utilities — for example, if power or water in the neighbourhood is cut off for an extended period.

We'll pay the value of the *rent* in the *tenancy agreement* for up to 8 weeks from the date when payment was withheld. Payments will continue until the home is re-tenanted or the 8 week period ends.

### Loss of rent — where your tenant leaves without notice (abandonment)

We'll cover you for lost *rent* if your *tenant* leaves without giving the required notice. We'll pay the value of the *rent* in the *tenancy agreement* for up to 8 weeks from when your *tenant* left. Payments will continue until the home is re-tenanted or the 8 week period ends.

### Loss of rent — due to you evicting your tenant for not paying rent (eviction)

We cover you for lost *rent* if your *tenant* is evicted for not paying *rent*. We'll pay the value of the *rent* in the *tenancy agreement* for up to 12 weeks from the date your *tenant* was evicted. Payments will continue until the home is re-tenanted or the 12 week period ends.

### Liability for tenant's property — we'll cover you for loss or damage to your tenant's property

We'll increase the limit of cover for liability for damages under the Property owner's liability benefit. We'll increase the limit to \$3,000,000 for any one event, if you are legally liable to pay *damages* for loss or damage to *tenants'* property.

## WHAT WE DON'T COVER UNDER THIS POLICY — HOME INSURANCE EXCLUSIONS

We won't cover you in these situations. There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on page 77.

### Breakdown, apart from burnout

We won't cover loss or damage caused by mechanical or electronic breakdown or failure.

We never cover loss or damage where there's arcing in a lighting or heating element, a fuse, protective device, or electronic contact.

However, if there's resulting loss or damage, or actual burnout of mechanical or electronic parts, we'll cover it (unless it's excluded under another part of this policy).

### Damage by insects and vermin

We won't cover loss or damage caused by insects or vermin (except possums).

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Damage during cleaning, repair, renovation or restoration

We won't cover loss or damage caused by any cleaning process, renovation, repair, or restoration — but this only excludes the property that has undergone that process.

This does not limit the cover provided by the Minor building work benefit.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Defective workmanship

We won't cover loss or damage caused by defective workmanship.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Defects

We won't cover loss or damage caused by any defect in design or inherent fault.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Deliberate damage by you

We won't cover loss or damage caused by you committing burglary, theft, or malicious, intentional or deliberate damage or vandalism. We also won't cover loss or damage caused by anyone acting for you if they commit these acts.

### Deliberate damage by tenants or guests

We won't cover loss or damage caused by burglary, theft, or malicious, intentional or deliberate damage or vandalism committed by:

- your guests
- anybody who's renting, living, or staying in the home, or their guests.

However, we'll cover loss or damage from a fire or explosion that follows malicious or deliberate damage by *tenants* or their guests.

This exclusion does not limit cover under the Optional benefit — Landlord's extension (Malicious Damage or Theft).

## Gradual damage

We won't cover loss or damage caused by the action of micro-organisms, mould, mildew, rot, fungi, or any other gradual cause.

We won't pay for loss or damage caused by any corrosion or rust.

This exclusion does not limit the cover provided under the Gradual damage benefit.

## Hydrostatic pressure

We won't cover damage to in-ground swimming pools or spa pools caused by hydrostatic pressure.

## Illegal drugs

We won't cover loss or liability in any way connected with the manufacture, supply, storage, possession or use of any illegal drugs or substances in or near your home. Illegal drugs or substances includes methamphetamine and any pre-cursor chemicals or materials used in any of these activities.

However, we will cover any loss or damage from fire or explosion resulting from the manufacture, supply, storage, possession or use of any illegal drugs or substances in or near your home.

If your home is *tenanted*, this exclusion does not limit the cover provided under the Methamphetamine contamination benefit.

We will extend the Methamphetamine contamination benefit to cover loss to the home caused by an unknown person breaking in or entering without your permission while the home is unattended. Either of these circumstances must apply.

- You normally live in the home — including if you share it with a *tenant*.
- We have agreed to cover your home while it is *unoccupied*.

Instead of the limit in the Methamphetamine contamination benefit, cover will be limited to either of these values:

- Your *sum insured* if your *schedule* does not show that your home is insured for *indemnity value*.
- The *indemnity value* if your *schedule* shows your home is insured for *indemnity value*.

## Land

We won't pay for loss or damage in any way connected with subsidence, settling, ground heave, shrinkage, or erosion.

We won't cover any costs in any way connected with stabilising or making improvements to land, or erecting or upgrading any improvements to land, which are needed to prevent or reduce loss to the home.

We won't cover loss or damage in any way connected with land, where you know the land needs repair or you know the land poses a threat to the home.

We won't cover loss or damage in any way connected with the condition of the land if you, or a previous owner of the home, have received money from the Earthquake Commission to repair the land, but not done so.

## Lifting or moving your home

We won't cover loss or damage in any way connected with lifting or moving your home.

## Natural disaster

We won't cover loss or damage in any way connected with any of these:

- earthquake or natural landslip
- volcanic eruption or hydrothermal activity
- tsunami
- fire resulting from any of the above.

This exclusion does not limit the cover provided under the Natural disaster benefit.

## Non-compliance with laws or regulations

We won't cover any loss or damage in any way connected with you deliberately or recklessly failing to comply with any determination, policy, consent, compliance schedule, notice, or regulation made under any Act, regulation, or by-law.

## Pet damage if you don't live in the home

We won't cover loss or damage caused by scratching, chewing, tearing, or soiling by domestic cats, dogs or birds, unless you normally live in the home.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

## Some events in the first 72 hours of this policy

We won't cover loss or damage caused by storm, *flood*, landslip, bush fire, or volcanic activity that happens during the first 72 hours of the policy.

This exclusion applies when you first take out the policy with us. It doesn't apply where either:

- this policy started immediately after any other policy that insured your home against storm, *flood*, landslip, bush fire, or volcanic activity
- you took this policy out at the time that you bought your home.

## Structural change we haven't agreed to

We won't cover loss or damage in any way connected with any structural changes to your home, like additions or alterations or removing an external wall or roof cladding. However, we will cover you if you told us before the work began and we agreed in writing to maintain your cover.

This exclusion does not limit the cover provided under the Minor building work benefit.

## Uncertified home

We won't cover any loss or damage that's in any way connected to your home failing to meet the standard that any regulation, Act, or bylaw prescribes.

## Unoccupied homes

We won't cover any loss or damage that happens while your home is *unoccupied*.

However, we'll cover you if your *schedule* shows your home is a holiday home, or we agreed in writing to continue to cover you while your home was *unoccupied*.

All of the following conditions must also be met.

- The home and its lawns and gardens must be kept tidy.
- All external doors and windows must be kept locked.
- Papers and mail must have been stopped, or be collected regularly.
- The home must be regularly supervised.

## Vibration

We won't cover loss or damage caused by vibration, weakening of support, or removal of support.

## Wear and tear

We won't cover loss or damage caused by wear and tear.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

## HOW WE SETTLE YOUR HOME INSURANCE CLAIM

If your home suffers loss or damage which we accept under this policy, we may choose to settle your claim in one of the ways explained under the headings below.

For all claims, any amounts we pay will be based on the cost of repairing or rebuilding using modern techniques.

### We may pay to repair or rebuild your home

We'll decide if your home can be repaired or if it needs to be rebuilt. We'll pay reasonable costs of repairing or rebuilding the damaged part to the same condition as when it was new. We'll use equivalent materials and techniques that are available now.

#### We'll select the repairer

We'll get independent quotes from several qualified repairers or suppliers. You can supply quotes from repairers or suppliers for us to consider.

We'll choose who will do the work, oversee any repairs, and keep you in the loop about progress.

If you choose to change the design or structure, differing from the home as it was before the loss or damage occurred, you will be responsible for the change. You will also be responsible for any extra costs associated with the change.

### We'll pay up to the replacement cost, to rebuild somewhere else

If we've agreed that the loss or damage to your home means it needs to be rebuilt, and you want to rebuild it at a different location, we'll pay what we would have paid under this policy to rebuild at the original location. You can use this to rebuild at a different location with our written agreement.

You'll have to pay any extra costs associated with rebuilding at the different location. The rebuilding must be finished within 12 months of the date the loss or damage happened, unless we've agreed to a delay.

### We'll pay the indemnity value

If your *schedule* shows your cover is for *indemnity value*, we'll pay the *indemnity value*. This is the only way that your claim can be settled.

If your *schedule* doesn't show that your cover is for *indemnity value*, we can choose to pay the *indemnity value* if you choose not to have your home repaired or rebuilt.

### We'll pay the estimated rebuild cost

If we decide that your home is uneconomic to repair or rebuild, we may make a cash settlement based on the estimated cost of repairing or rebuilding the damaged part of your home.

If we choose this option, all of the following will apply.

- We'll have no obligation to undertake any repairs or rebuilding of your home.
- We'll deduct any costs we've paid to cover demolition and removing debris, and all relevant *excesses*, from any payment we make to you.
- Your policy will end, and we'll refund any premium you have paid for the part of the *period of insurance* after the date of the loss or damage.

### The most we'll pay for some items

We'll only replace damaged fixed wall and floor coverings in the room where the damage happened.

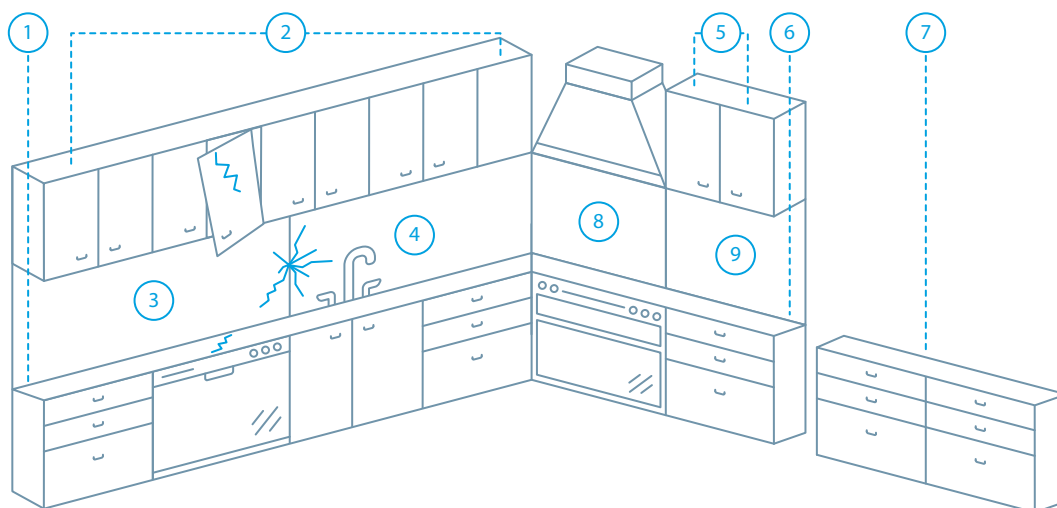
If your home is *tenanted*, we pay *indemnity value* only on fixed floor coverings which are more than 5 years old.

The most we'll pay for loss or damage to a private road, lane, right-of-way, access way, or bridge covered by this policy is \$50,000.



## REPAIRS TO YOUR KITCHEN

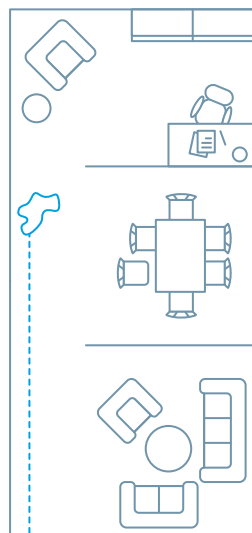
We'll repair the damaged areas of your kitchen and any undamaged areas that are considered part of the same section because they are continuously joined, are on the same level and made of the same materials.



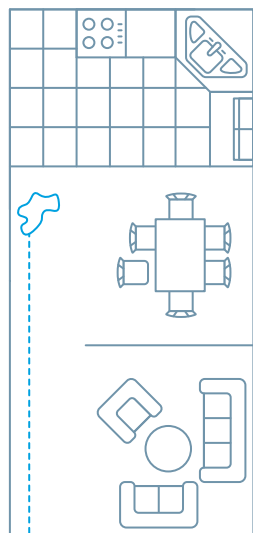
✓ In this example we would replace the long bench up to the stove (1), the overhead cupboards (2) and both glass splash backs (3 & 4).

✗ In this example we would not replace overhead cupboards (5), the separate bench tops (6 & 7), or the glass splash backs (8 & 9) as these are considered separate sections.

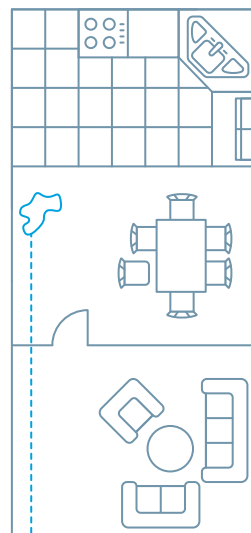
## CARPETS



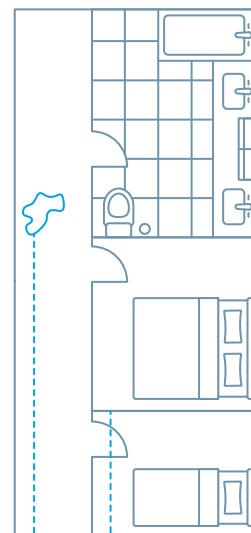
As all the rooms are open plan and all have the same floor covering, we would replace the carpet in all three rooms.



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



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



In this case, we would replace the hallway carpet only.

## Costs we'll pay that are associated with your claim

We'll pay the following costs from your home *sum insured*, unless stated otherwise below.

### Professional fees

We'll pay reasonable fees for the services of architects, surveyors, consultants, lawyers, and valuers needed to rebuild or repair your home. We'll pay council fees if necessary, as well.

We must agree to any costs in advance.

### Statutory requirements

When we pay to rebuild or repair the damaged part of your home, we'll pay the costs required to repair or rebuild the damaged portion of the home needed solely to comply with government or local authority statutes, by-laws, and regulations (the cost of compliance). The following conditions must be met.

- You were not aware of, or you had not been served with notice of, the home failing to comply with the statutes, by-laws, or regulations before the loss or damage occurred.
- An entry has not been made on your Certificate of Title under section 36 of the Building Act 1991, section 74 of the Building Act 2004 or any equivalent section of an amending, replacing, or substituting Act or Regulation. However, we will provide cover relating to the entry if we had agreed in writing before the loss or damage occurred.
- The costs do not relate to design issues that this policy otherwise excludes.
- The damaged part of the building complied with relevant statutes, by-laws, or regulations when it was built, and whenever it was altered. If it did not comply at those times, it had since been certified as compliant.

We'll only pay the cost of compliance:

- for the part of your home that has suffered physical damage that this policy covers
- that relates solely to repairing that damage.

We won't pay the cost of compliance for any undamaged part of the home, whether or not it complies with statutes, by-laws, or regulations.

If your home is registered with Heritage New Zealand Pouhere Taonga, we won't pay for any extra costs or fees needed to comply with heritage covenants on your home.

### Demolition and removal of debris

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

### Inflated building costs due to specific events

We may choose to pay more than the home *sum insured* shown on your *schedule* if a surge in demand increases building costs. We'll refer to the *schedule* current at the time that the loss or damage occurred.

We may choose to pay up to 10% more than the home *sum insured* if all five of the conditions below are met.

1. One of the following events causes widespread loss or damage to the surrounding area where your home is located:
  - earthquake
  - flood
  - hydrothermal activity
  - natural landslip
  - storm
  - tsunami
  - volcanic eruption
  - fire resulting from any of the above.

2. Your home has suffered *accidental* loss or damage.
3. We've accepted a claim for the loss or damage, based on a rebuild or repair at the address shown on the *schedule*.
4. In our opinion, the cost of building materials, transport, or labour has increased significantly, and is directly caused by a surge in demand from the widespread physical loss or damage.
5. The actual cost to repair or rebuild is more than the home *sum insured* shown on the *schedule* for your home, because of the cost increase of building materials, transport, or labour.

If we are paying increased costs under this section, the SumExtra benefit on page 15 does not apply.



**Any amount we pay under Inflated building costs due to specific events, we'll pay in addition to your home *sum insured*.**

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## The maximum we'll pay for your claim

The maximum amount we'll pay under the Home policy wording is the following list, added together.

- The *sum insured* for your home shown on your *schedule* (including benefits paid from within it)
- Any GST that you've paid, or is payable on the home *sum insured*
- Any amounts we are required to pay under these benefits:
  - ANZ home lending payment
  - Environmental improvements
  - Landscaping
  - Property owner's liability
  - SumExtra (except where we are paying any amount for Inflated building costs)
  - Temporary accommodation
  - Landlord's extension (but only if it's shown on your *schedule*)
- Any amount we pay for Inflated building costs as outlined above.

## CONTENTS INSURANCE — YOUR CONTENTS COVER UNDER THIS POLICY

You're covered for *accidental* loss or damage to your contents anywhere in New Zealand during the *period of insurance*.

Your cover also includes the benefits listed under the heading 'Details of your cover — the benefits we include' on page 28, if the circumstances they outline apply.

We limit what we pay for specific items of contents, unless they are specified on your *schedule* for another amount. Page 39 tells you what these items and their limits are.

Your cover, including the benefits, is subject to the limitations, exclusions, conditions, and cover limits that apply to this policy.

### What we mean by 'contents'

When we use the word 'contents' we mean:

- anything that is normally in or around your home that you own or have hired
- any item that is in your custody and for which you're responsible, that is not insured elsewhere.

### What 'contents' doesn't include

'Contents' doesn't include the following:

- mechanically propelled vehicles, except for:
  - ride-on mowers and other domestic garden appliances
  - remote controlled models
  - children's battery-powered or mechanically propelled motor toys up to 50CC
  - wheelchairs and mobility scooters
- vehicle *accessories* in or on a vehicle
- entertainment and communication systems that are in or on a vehicle, including any parts that attach to them
- navigation systems or radar detectors in or on a vehicle, including any parts that attach to them
- livestock and pets
- trees, shrubs, and plants other than pot plants
- trailers, caravans or aircraft
- *drones* while they are in use
- fixtures and fittings (and their accessories) that are permanently attached to your home except those allowed under the Tenant's Improvements benefit
- medical appliances or prosthetics permanently attached to you or in you
- custom software or data
- items used for any professional or business purposes, except as allowed under the Business tools and Home office benefits
- items that are owned by anyone other than you, except where the items are in your custody, you are responsible for them, and they are not insured elsewhere.

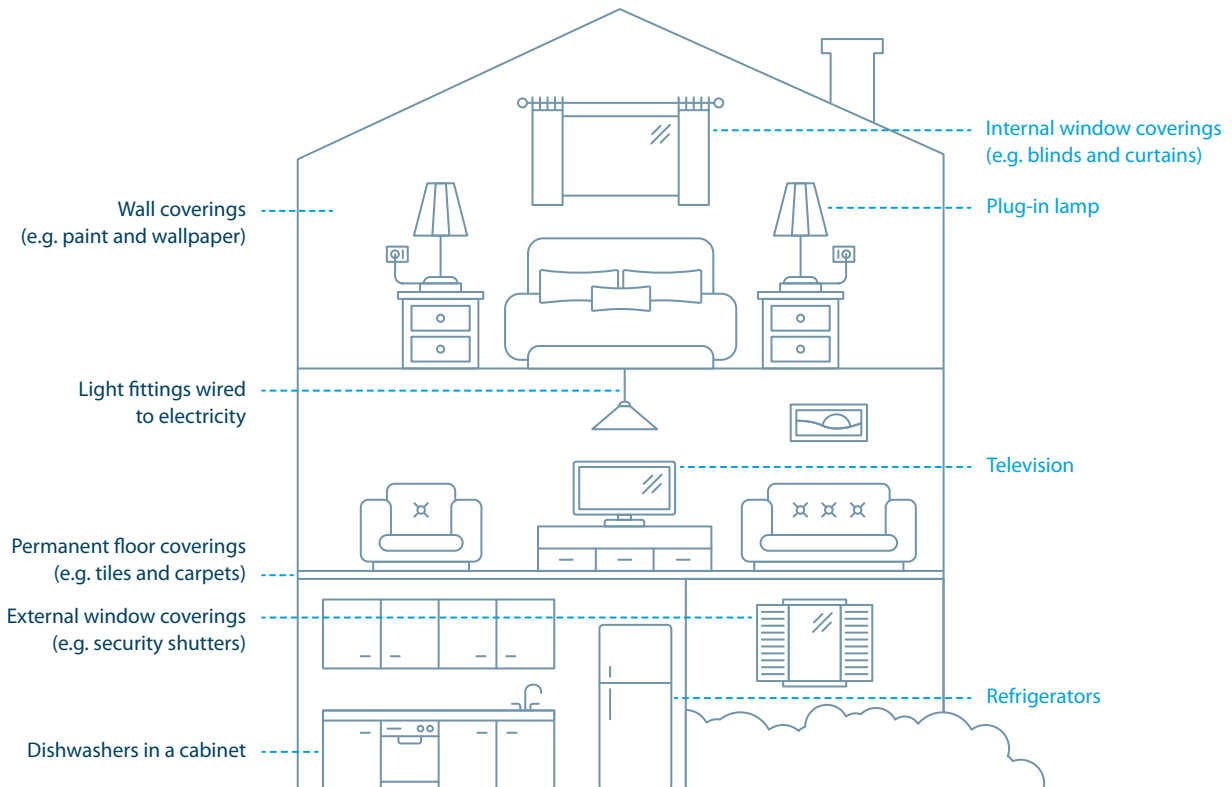
## YOUR HOME AND CONTENTS

### Your home

The residential building at the insured address and includes structural improvements, fixtures, fittings, and domestic outbuildings.

### Your contents

Includes your furniture, furnishings, valuables, personal possessions, and unfixated household goods.



## Details of your cover — the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

- ☑ — the benefit is paid from within your contents *sum insured*
- ⊕ — the benefit is paid in addition to your contents *sum insured*

Benefit	Page	Benefit	Page
⊕ ANZ credit card payment	28	☑ Home office or healthcare practice	30
☑ Boarding school	28	☑ Misuse of mobile/cellular phones	30
☑ Business tools	28	☑ Moving house	30
☑ Credit and debit cards	29	⊕ Occupier's and personal liability	31
☑ Damage caused by authorities	29	☑ Stolen or lost keys	32
⊕ Fatal injury	29	☑ Storage of contents	32
☑ Fusion of electric motors	29	⊕ Temporary accommodation	32
⊕ Gifts	29	☑ Tenant's improvements	33
☑ Gradual damage	30	☑ Tertiary accommodation	33

### ANZ credit card payment — we'll give you an additional payment if you have a total loss

If we pay a *total loss* on your policy, we'll pay an extra \$500 to an existing ANZ credit card you hold. You must have held the card at the time of the loss.

- ⊕ If we accept your claim, the payment is in addition to your contents *sum insured*.

### Boarding school — we'll cover contents of your children at boarding school who normally live with you

We'll cover your children's contents if your children are temporarily living away from home at a boarding school.

- ☑ If we accept your claim, we'll pay it out of your contents *sum insured*.

### Business tools — we'll pay the indemnity value for business tools

We pay the *indemnity value*, up to \$2,000, for loss or damage to items or sets of items that you use to obtain financial return, excluding products or stock.

The loss or damage must be the result of one of the following:

- fire
- lightning
- explosion
- theft from a secure building or locked vehicle that involved forcible and violent entry or actual or threatened physical violence to you.

- ☑ If we accept your claim, we'll pay it out of your contents *sum insured*.

**The optional benefit 'Business tools extension' increases the \$2,000 limit for business tools. See page 34 for details.**

### Credit and debit cards — we'll reimburse unauthorised use

If someone uses your lost or stolen credit or debit card, we'll reimburse you up to \$1,000 for your financial loss.

We'll pay if all the following apply.

- You complied with the conditions the card was issued under.
- You told the police and your card issuer within 24 hours of discovering the financial loss.
- The financial loss can't be recovered from anywhere else.



If we accept your claim, we'll pay it out of your contents *sum insured*.

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### Damage caused by authorities — we'll cover damage caused to prevent other loss

We'll cover damage to your contents caused by government or local authorities, if the damage was necessary to prevent other loss or damage that your policy covers.



If we accept your claim, we'll pay it out of your contents *sum insured*.

---

### Fatal injury — we'll make an additional payment for fatal injury from fire and burglary

We'll pay \$5,000 to your legal representative or estate if you are injured at home in a fire or burglary and you die of the *injuries* within 3 months.



If we accept your claim, the payment is in addition to your contents *sum insured*.

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### Fusion of electric motors — we'll cover fusion or burnout

We'll cover any electric motor if it burns out or fuses.

If the electric motor is up to 10 years old, we'll:

- choose whether to repair or replace it
- also pay to replace an exchange sealed compressor for motors in a sealed refrigeration or air conditioning compression unit and to re-gas the unit.

If the electric motor is more than 10 years old, we'll pay the *indemnity value*.



If we accept your claim, we'll pay it out of your contents *sum insured*.

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### Gifts — we'll cover special occasion gifts

We'll cover wedding, Christmas, or other special occasion gifts that are temporarily in your home.



If we accept your claim, the payment is in addition to your contents *sum insured*.

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## Gradual damage — we'll cover gradual damage caused by leaking water pipes

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

An internal water system is:

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



If we accept your claim, we'll pay it out of your contents *sum insured*.

---

## Home office or healthcare practice — we'll cover your equipment

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

### What we mean by home office equipment

*Home office* equipment includes office furniture, computer and peripheral equipment, facsimile (fax) machines, photocopiers, printers, scanners, and stationery, but not products or samples.

### What we mean by healthcare equipment

Healthcare equipment includes *home office* equipment appropriate to the practice of a legally qualified health practitioner, as defined by the Health Practitioners Competence Assurance Act 2003.



If we accept your claim, we'll pay it out of your contents *sum insured*.

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## Misuse of mobile/cellular phones — we'll reimburse unauthorised use

If your mobile phone is lost or stolen, we'll pay up to \$500 for any unauthorised use your network service provider bills you for.

You must tell your network service provider as soon as you discover the loss or theft of your phone — we'll only pay for the first 24 hours of unauthorised use.



If we accept your claim, we'll pay it out of your contents *sum insured*.

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## Moving house — we'll cover you at your old and new addresses when you move

When you move from your home to a new address, we'll cover your contents at both your old and new address for up to 30 days. You must tell us about the new address within the 30 days.

We'll stop covering the contents at the previous address 30 days after the contents are first removed, unless we've agreed in writing, before any loss, to continue providing cover.

While your contents are being moved between your old and new home, we'll cover them for *accidental* loss or damage arising from fire or theft from a locked vehicle. We'll also cover your contents if the vehicle being used to move them overturns or is in a collision. The most we'll pay for contents lost or damaged in transit is \$10,000 for each event, up to the maximum item limits of the policy.



If we accept your claim, we'll pay it out of your contents *sum insured*.

**The optional benefit 'Moving House extension' provides additional cover for contents while they are being moved. See page 34 for details.**

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## Occupier's and personal liability — we'll cover your legal liability if you cause loss, damage or injury

We'll cover your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* loss or damage to someone else's property, or for *accidental bodily injury*. The liability must arise from an event that happens in New Zealand, during the *period of insurance*.

### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

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

### What we won't pay under Occupier's and personal liability

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

We won't pay for legal liability:

- arising from your ownership of your home, its land, or any other buildings or land
- arising from you undertaking any business or employment — except for part-time babysitting
- arising directly or indirectly from a fire you lit intentionally that didn't comply with the Fire and Emergency Act 2017, or any other law or regulation governing the lighting of fires
- arising from the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft, *drone*, boat, or watercraft — but we'll cover you if the claim involves:
  - ride-on mowers and other domestic garden appliances
  - remote controlled models
  - children's battery-powered or mechanically propelled motor toys up to 50CC
  - wheelchairs
  - mobility scooters
  - canoes, kayaks, surfboards, surf skis, kite surfers, paddle boards, windsurfers, boats, or other watercraft. We'll only cover liability arising from the use of any boat that has a *market value* of less than \$3,000.

We won't pay where your liability arises from an agreement you entered into, unless you would have been liable anyway.

### Limits on what we'll pay for Occupier's and personal liability

For any one event, we'll pay:

- for loss or damage to someone else's property, up to \$2,000,000
- for *bodily injury*, up to \$1,000,000.

For any one event, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined total of \$2,000,000.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above. The maximum we will ever pay for any one event is \$2,000,000.

### We also pay legal defence costs if you are legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or where you are legally liable to pay *reparation*.



If we accept your claim, the payment is in addition to your contents *sum insured*.

## Stolen or lost keys — we'll pay to replace stolen or lost keys and re-set keypads

We'll pay up to \$2,000 each time to alter or replace locks and keys, change the keypad's entry code, or open your home safe if any of the following happen.

- A key to your home is duplicated without your agreement, stolen, or lost.
- A keypad code is shared without your agreement.
- The key or combination to your home safe is lost or stolen.



If we accept your claim, we'll pay it out of your contents *sum insured*.

## Storage of contents — we'll cover some contents in short-term storage

If you store your contents at another location, we'll cover them at that location for up to 90 days.

We'll pay the *indemnity value* up to \$20,000 within the 90-day period, subject to the maximum item limits in this policy.

If your contents are not stored in a secured unit, at a commercial storage facility and under a contract in your name, we won't cover:

- loss or damage arising from theft (unless there is forcible or violent entry to the building or room where the contents are kept)
- unexplained loss or damage
- water damage.

This benefit applies if you are storing your contents for any reason other than a valid claim under this policy.



If we accept your claim, we'll pay it out of your contents *sum insured*.

The optional benefit 'Storage of contents extension' provides additional cover for contents while they are in storage. See page 34 for details.

## Temporary accommodation — we'll pay for temporary accommodation if your home is uninhabitable

We'll cover your reasonably incurred extra costs for temporary accommodation if you can't live in your home because it's *uninhabitable* due to:

- loss or damage that this Contents policy wording covers
- loss or damage that occurs during the *period of insurance* to the home where the contents covered by this Contents policy wording are located
- loss or damage to the home that occurs during the *period of insurance* that is covered entirely by the Earthquake Commission
- prevention of access to the home by government or local authorities, which is initiated during the *period of insurance*, because of possible or impending damage to an otherwise safe or sanitary home.

The temporary accommodation must be of a similar standard to your home.

This cover includes boarding your domestic pets, storing your contents, and moving your contents to and from storage or temporary accommodation.

### If you own and live in the home

If you own and live in the home where your contents are insured, we'll pay up to 12 months of temporary accommodation or \$30,000, whichever is less.

If there has been a widespread *natural disaster*, we can choose to pay beyond the 12-month period.

## If you are renting the home

If you rent the home where your contents are insured, we'll pay up to 1 month of temporary accommodation.

### What we won't cover under this benefit

Under this benefit, we won't cover:

- any costs you would normally pay if your home was habitable, such as travel, consumables, phone charges, electricity, gas, or water supply services — or any increase in these costs associated with the temporary accommodation
- any costs of alternative premises for your *home office* or *healthcare practice*, or for any other business-related use of your home.

### Situations where this benefit won't apply

This benefit will never apply if:

- your home is not *uninhabitable* (other than when authorities stop you from accessing your home as outlined above)
- we haven't agreed in writing that it's necessary for you to move out of your home while it's repaired or rebuilt
- the loss or damage covered by the Earthquake Commission is only loss or damage to land.



If we accept your claim, the payment is in addition to your contents *sum insured*.

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## Tenant's improvements — we'll cover improvements you make to the home you rent

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

If you, or someone who lives with you, has home or contents insurance at the same location, we'll only pay under one policy or section of policy for each event.



If we accept your claim, we'll pay it out of your contents *sum insured*.

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## Tertiary accommodation — we'll cover contents of your children in tertiary accommodation, if they normally live with you

We'll cover your children's contents if your children are temporarily living away from home in accommodation provided by a tertiary educational institution.

If the contents are stolen from the accommodation, we won't pay, unless there is either:

- forcible or violent entry to the building or room where the contents are kept
- actual or threatened physical violence against your child.

The most we'll pay is \$5,000 for each child, subject to the per item limits listed on page 39.



If we accept your claim, we'll pay it out of your contents *sum insured*.

---

## Optional benefits — the additional cover you can choose

If you have chosen the following optional benefits they will appear on your *schedule*.

### **Business tools extension — we'll increase the limit for business tools**

You can extend the amount provided by the Business tools benefit up to a maximum *indemnity value* of \$10,000.

We'll apply an additional *excess* of \$500 to any claim.

### **Excess refund — for the excess you've selected**

We'll pay the cost of your claim in full without deducting your *excess*, if the cost of your claim is the same as, or more than, the *excess* you've selected, as shown on your *schedule*. We won't pay any claim that is less than this amount.

The Excess refund only applies to the *excess* you've selected. Other *excesses* shown on your *schedule* will still apply to your claim.

If damage is caused by several events, each separate event must result in a claim that's more than the *excess* you've selected, before we'll pay you anything.

### **Moving house extension — we'll cover more contents, for more causes of loss**

You can extend the cover for contents in transit provided by the Moving house benefit by calling us on 0800 831 123 before your move.

We need to approve the removal company before the move. Then, we'll cover one of two scenarios:

1. If you're packing your contents yourself and a removal company is transporting them — we'll cover the contents while they are being moved, for loss or damage caused by:
  - fire
  - the removal vehicle being in a collision or overturning.
2. If your contents are being professionally packed and transported — we'll cover *accidental* loss or damage to the contents while in transit, including scratching, denting, or chipping.

We'll apply an additional *excess* of \$500 to any claim.

### **Storage of contents extension — we'll cover more contents, for longer**

You can extend the cover provided by the Storage of contents benefit by calling us on 0800 831 123 before storing your contents.

We need to approve the secure storage facility before you store your contents. If we do, we'll cover your contents while in that facility for:

- loss or damage caused by fire, lightning, or explosion
- theft, if there's been forcible and violent entry to the storage facility, or staff at the facility suffered threatened or actual physical violence.

We'll apply an additional *excess* of \$500 to any claim.

## WHAT WE DON'T COVER UNDER THIS POLICY — CONTENTS INSURANCE EXCLUSIONS

We won't cover you in these situations. There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on page 77.

### Breakdown, apart from burnout

We won't cover loss or damage caused by mechanical or electronic breakdown or failure.

We never cover loss or damage where there's arcing in a lighting or heating element, a fuse, protective device or electronic contact.

However, if there's resulting loss or damage, or actual burnout of mechanical or electronic parts, we'll cover it (unless it's excluded under another part of this policy).

### Contents that are usually not in your home

We won't cover loss or damage to contents that are usually away from your home.

We also won't cover contents:

- you move to any place to sell, store, or exhibit
- during the course of moving house, including while you load and unload them.

However, this exclusion does not limit cover under the Moving house benefit or extension, or the Storage of contents benefit or extension.

### Damage by insects and vermin

We won't cover loss or damage caused by insects or vermin (except possums).

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Damage caused by computer viruses, or damage to software

We won't cover loss or damage in any way connected with a computer virus.

We also won't cover loss or damage to commercially available software, unless you bought it and held a legitimate user license at the time of loss.

### Damage during cleaning, repair, renovation, or restoration

We won't cover any loss or damage caused by any cleaning process, renovation, repair or restoration — but this only excludes the property that has undergone that process.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Defective workmanship

We won't cover loss or damage caused by defective workmanship.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Defects

We won't cover loss or damage caused by any defect in design or inherent fault.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

## Deliberate damage by people living in your home

We won't cover loss or damage caused by burglary, theft, or malicious, intentional or deliberate damage or vandalism committed by:

- your guests
- anybody who's renting, living, or staying in the *home*, including a boarder or flatmate, or their guests.

However, we'll cover loss or damage from a fire or explosion that was caused by malicious or deliberate damage by *tenants* or their guests.

## Gradual damage

We won't cover loss or damage caused by the action of micro-organisms, mould, mildew, rot, fungi, or any other gradual cause.

We won't cover loss or damage caused by any corrosion or rust.

This exclusion does not limit the cover provided under the Gradual damage benefit.

## Hydrostatic pressure

We won't cover damage to swimming pools or spa pools caused by hydrostatic pressure.

## Land

We won't cover any costs in any way connected with stabilising or making improvements to land, or erecting or upgrading any improvements to land, which are needed to prevent or reduce loss to your contents.

We won't cover loss or damage in any way connected with land subsidence, settling, ground heave, shrinkage, or erosion.

## Lifting or moving your home

We won't cover loss or damage in any way connected with lifting or moving your home.

## Non-compliance with laws or regulations

We won't cover any loss or damage in any way connected with you deliberately or recklessly failing to comply with any determination, policy, consent, compliance schedule, notice, or regulation made in accordance with any Act, regulation, or by-law.

## Some events in the first 72 hours of this policy

We won't cover loss or damage caused by storm, *flood*, landslip, bush fire or volcanic activity that happens during the first 72 hours of the policy.

This exclusion applies when you first take out the policy with us. This exclusion does not apply if this policy started immediately after any other policy that insured your contents against storm, *flood*, landslip, bush fire, or volcanic activity.

## Structural changes we haven't agreed to

We won't cover loss or damage in any way connected with any structural changes to your home, like additions or alterations or removing an external wall or roof cladding. However, we will cover you if you told us before the work began and we agreed in writing to maintain your cover.

## Unoccupied homes

We won't cover any loss or damage that happens while your home is *unoccupied*.

However, we'll cover you if your *schedule* shows the home where your contents are located is a holiday home, or we agreed in writing to cover you while your home was *unoccupied*.

All of the following conditions must also be met.

- The home and its lawns and gardens must be kept tidy.
- All external doors and windows must be kept locked.
- Papers and mail must have been stopped, or be collected regularly.
- The home must be regularly supervised.

## Unsecured outboard motors

We won't cover loss, damage, or theft of outboard motors unless they are locked to a boat or in a securely locked part of a boat, or in a securely locked building.

## Vibration

We won't cover loss or damage caused by vibration, weakening, or removal of support.

## Wear and tear

We won't cover loss or damage caused by wear and tear.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

## HOW WE SETTLE YOUR CONTENTS INSURANCE CLAIM

If your contents suffer loss or damage, which we accept under this policy, we may choose to settle your claim in one of the following ways.

### We'll pay replacement value for most items

We'll pay to replace, repair, or reinstate all contents, without subtracting anything for wear and tear or depreciation. However, we pay *indemnity value* for the items listed below under the heading 'We'll pay indemnity value for the following items'.

#### How we repair or replace your contents

To repair or replace your contents, we'll get independent quotes from our approved repairers or suppliers. These are people or businesses that we have approved to repair or replace your contents.

You can also recommend a repairer or supplier you want us to get a quote from. We'll then arrange who will repair or replace your contents, and keep you up to date on progress.

#### If we pay you the full contents sum insured, your policy will end

If we pay out the total contents *sum insured*, your policy will end. We'll subtract the relevant *excesses* from the payment we make to you. We'll refund any premium you have paid for the part of the *period of insurance* after the date of the loss or damage.

### We'll pay indemnity value for the following items

We'll pay *indemnity value* for:

- clothes and footwear
- books
- cosmetics and toiletries
- video tapes, audio tapes, records, CDs, DVDs, and game discs
- mobile phones, portable computers (laptops, notebooks or tablets), portable DVD players, portable music players, game consoles (including speakers and docking stations), and similar portable electronic devices, that are over 5 years old
- business tools
- *drones* that are over 3 years old
- sports equipment (other than bicycles) including fishing, hunting, water sports, snow sports, and camping equipment that is more than 2 years old.



## The most we'll pay for some items

This table shows the most we'll pay for the listed items, unless they are specified on your *schedule* for another amount. The limits cover the item and its accessories.

Items	What we pay
Each item of jewellery or watch	\$3,000 For any one event, we'll pay up to 15% of the contents <i>sum insured</i> shown on your <i>schedule</i> , or \$15,000 — whichever is greater.
Each item of photographic or video camera equipment We count a camera body and a standard lens as one item. Any extra lens not permanently attached to a camera body, or one that is designed to be interchangeable, we count as its own item.	\$3,000
Any <i>drone</i>	\$3,000
Any coin or stamp collection	\$3,000 in total
Any bicycle (including any e-bike)	\$3,000
Any canoe, kayak, surfboard, surf ski, kite surfer, paddle board, windsurfer, or similar watercraft	\$3,000
Any boat (except those listed above)	\$3,000 Under this policy we won't cover any boat that has a <i>market value</i> of more than \$3,000
Motor and marine parts and <i>accessories</i> (including child car seats) while detached from any vehicle or boat	\$2,000 in total
Unset precious stones, bullion or gold or silver (other than goldware or silverware), or precious metals	\$1,000 in total
All money, negotiable securities, bonus bonds, travellers' cheques or travel tickets, certificates, or documents	\$1,000 in total

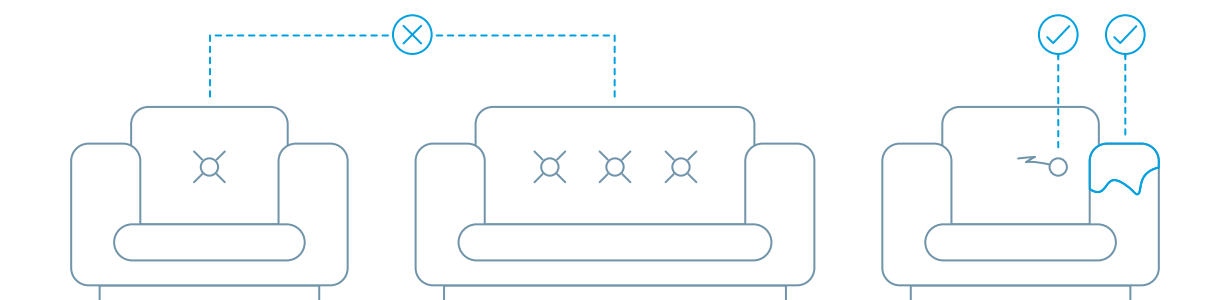
## We'll settle some claims in specific ways

### If a single item in a pair or set is accidentally lost or damaged, we only pay for that item

If a lost or damaged item is part of a pair, set, or co-ordinated group of articles, we pay for the lost or damaged item only. We won't pay for all the items in the set. We'll make reasonable efforts to match the new item to the undamaged items.

#### REPAIRS TO FURNITURE

We'll only repair or pay for items that are damaged. If lost or damaged items are part of a pair, set or co-ordinated group of articles, we will not repair the whole set, group or pair. However, we'll make reasonable efforts to match the new item to the undamaged items.



### If you rent your home to anyone else

If you rent your home to anyone who is not entitled to cover under this policy, we'll only pay *indemnity value* on any contents.

### If you don't want to repair or replace an item

If you don't want to repair or replace an item, we'll pay the lesser of the *indemnity value* or the cost of repairs. We won't pay the replacement cost.

### If you don't want to repair or replace watches or jewellery

If you don't want to repair or replace jewellery or watches, the most we'll pay is 50% of the replacement value, up to the limits listed under 'The most we'll pay for some items'.

### Keep higher valued specified jewellery and watches in a locked safe when not in use

You must keep the following items in a locked safe in certain circumstances:

- any individual specified item of jewellery or watch worth over \$50,000
- all specified items of jewellery or watches, if their total value is over \$100,000.

You must keep these specified items in a locked safe when you're either:

- not wearing or carrying the items
- absent from the building you leave the items in.

The safe must be all of the following:

- manufactured by a reputable safe manufacturer
- of a standard sufficient to protect the specified items from burglary
- securely anchored to the floor or wall, following the manufacturer's installation instructions.

If you don't follow these requirements, we won't cover the items for burglary, theft, or unexplained loss.

### If you have damaged floor coverings, drapes, curtains or blinds

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

## Costs we'll pay that are associated with your claim

### Removal of debris

We'll pay the reasonable cost of removing contents debris from your home. We must agree to any costs in advance.



Any amount we pay for removal of debris, we'll pay in addition to your contents *sum insured*.

## The maximum we'll pay for your claim

The maximum we'll pay is the following list, added together.

- The *sum insured* shown on your *schedule* for your contents (including the benefits paid out of your *sum insured*)
- Any GST you've paid or is payable on the contents *sum insured*
- Any amounts we may be liable to pay under the following benefits:
  - ANZ credit card payment
  - Temporary accommodation
  - Fatal *injury*
  - Occupier's and personal liability
  - Gifts
- Any amount we pay for Removal of debris as outlined under the heading 'Costs we'll pay that are associated with your claim' above.

# MOTOR VEHICLE INSURANCE — YOUR MOTOR VEHICLE COVER UNDER THIS POLICY

## What we mean by 'vehicle' in this policy

When we use the word 'vehicle', we mean any vehicle that's noted on your *schedule*.

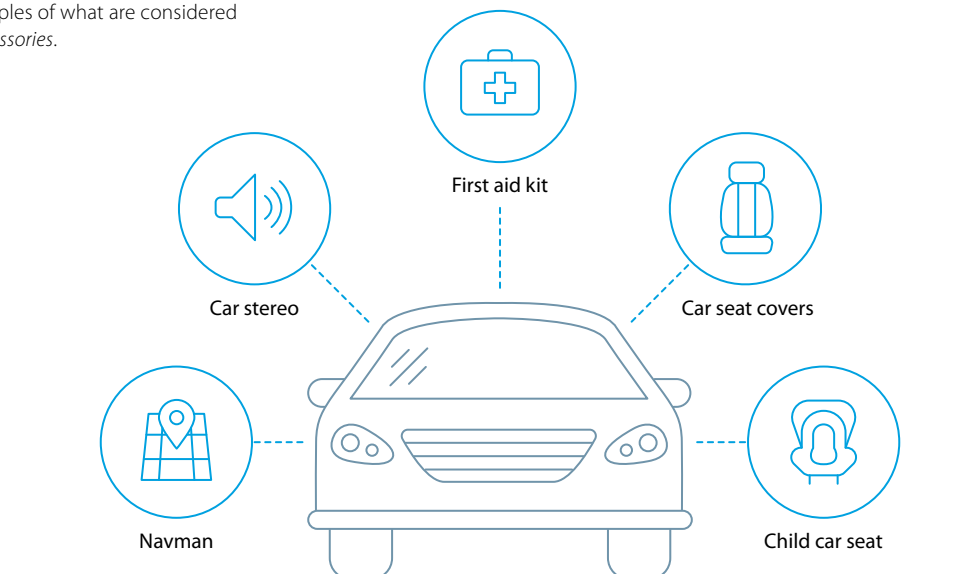
'Vehicle' also includes all of the following:

- the vehicle's keys
- equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally stay in the vehicle
- the vehicle's *accessories*.

## MOTOR VEHICLE ACCESSORIES

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Some examples of what are considered vehicle *accessories*.



## THE TYPES OF VEHICLE USE WE DO AND DON'T COVER

Your *schedule* will show the kind of use your vehicle is insured for — either private or business.

### Private use: what we cover

If your *schedule* shows private use, we'll cover your vehicle while it is being used for:

- social, domestic, recreational, or farming purposes
- religious, social welfare, or youth organisation work.

### Business use: what we cover

If your *schedule* shows business use, we'll cover your vehicle while it is being used for private use, and business use relating to any of the following:

- any form of sales, service and maintenance callouts for your business (unless your business is in the motor trade, which we never cover)
- insurance assessing
- carrying goods or samples for your trade or business
- work as a stock or station agent or real estate agent.



### Vehicle use: what we never cover

Even if your vehicle is being used for one of the private or business uses above, your vehicle is never covered by this policy for any of the uses below:

- motor trade (including vehicle sales yards, motor mechanics, and vehicle servicing)
- courier or delivery work (including any food delivery service)
- instructing others how to drive, in exchange for pay or reward
- motor vehicle hire
- use as a courtesy or loan vehicle
- carrying fare-paying passengers (including any use as a taxi or for ride-share driving)
- security work.

## WHO CAN AND CAN'T DRIVE YOUR VEHICLE — DRIVER OPTIONS

### Driver options you can choose

The driver option you have chosen from the list below will appear on your *schedule*. The option you choose can impact the *excess payable* — refer to page 81 for *excess* details.

#### Open driver

When this option is noted on the *schedule* for your vehicle, anyone with a valid driver's licence is covered while driving your vehicle.

#### Voluntary named drivers

When this option is noted on the *schedule* for your vehicle, anyone with a valid driver's licence is covered while driving your vehicle.

You can choose to name the people who will be driving your vehicle, and we will list them on your *schedule*.

If your vehicle is driven by anyone not listed on the *schedule* at the time of a claim, the unnamed driver excess on the *schedule* will apply.

#### Excluding drivers under 25 years old

When this option is noted on the *schedule* for your vehicle, we won't cover your vehicle while it's being driven by, or is under the care or control of, anyone under 25.

This driver option does not limit cover provided under the Servicing and medical emergency benefit.

### Driver restrictions we might apply

Depending on the kind of vehicle you have, or who might be driving, we might restrict who is covered to drive your vehicle.

If we have applied any driver restrictions, they will appear on your *schedule*.

## WHAT YOUR VEHICLE IS COVERED FOR IF YOU HAVE COMPREHENSIVE COVER

If your *schedule* shows you have Comprehensive cover, you're covered for *accidental* loss or damage to your vehicle anywhere in New Zealand during the *period of insurance*.

If your *schedule* shows you're covered for *agreed value*, the amount shown is the maximum we will pay for your vehicle.

If your *schedule* shows you're covered for *market value*, this is the maximum we will pay for your vehicle.

Your cover also includes the benefits listed under the heading 'Comprehensive cover — the benefits we include'; if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the limitations, exclusions, conditions, and cover limits that apply to this policy.

### Comprehensive cover — the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

#### Changing your vehicle — we'll temporarily cover replacement or additional vehicles

If you change your vehicle or buy another one for your own use, we'll cover it automatically for up to 30 days.

We cover the replacement or additional vehicle for its *market value*, up to a maximum of \$100,000 — but otherwise on the same policy terms that apply to your current vehicle.

You must give us full details of the replacement or additional vehicle within 30 days of buying it. If you don't, cover for it stops automatically.

#### Emergency costs — we'll pay for emergency transport and repairs

If required after an *accident*, we'll pay the reasonable cost of:

- having your vehicle towed or transported to the nearest repairer or safe place, or
- the cost of essential repairs so you can get the vehicle to your destination or to a repairer.

If your vehicle can't be driven, we'll pay reasonable costs up to \$500 for accommodation and transport to get you and your passengers to your home.

We'll also cover the cost of transporting your vehicle back to your home after it has been repaired or recovered after being stolen.

This benefit only applies if we are paying a claim under this policy.

#### Keys and locks — we'll pay to replace keys and change their locks

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

#### Legal liability — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* loss or damage to someone else's property, or for *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- is caused by an *accident* involving your vehicle.

## What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

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

## Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these three circumstances.

- Your liability arises from an event caused by a trailer or caravan that is attached to your vehicle, or a disabled vehicle that your vehicle is towing.
- You allow someone else to drive your vehicle. However, they won't be covered if they're excluded from cover or otherwise insured. Where there is cover for this person under this benefit, the word 'you' in the policy also includes the person entitled to cover.
- You're driving a vehicle that belongs to someone else, provided that it is not hired to you under a hire purchase or lease agreement. We won't pay for loss or damage to the vehicle you're driving.

## What we won't pay under legal liability

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

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy, or fails to meet the policy's terms and conditions.

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

We won't pay where your liability relates to a fire you lit on purpose that didn't comply with either:

- the Fire and Emergency Act 2017
- any other law or regulation covering the lighting of fires.

## Limits on what we'll pay for legal liability

For any one event, we'll pay:

- for loss or damage to someone else's property, up to \$20,000,000
- for *bodily injury*, up to \$1,000,000.

For any one event, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above. The maximum we will ever pay for any one event is \$20,000,000.

## We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating to an offence, or where you're legally liable to pay *reparation*.

## You won't pay an excess if you're not claiming for damage to your vehicle

We won't charge an *excess* for your liability claim if you're not claiming for damage to your own vehicle.

## **Parts and accessories — we'll cover parts and accessories that aren't fitted to your vehicle**

We'll pay up to \$1,000 for all vehicle *accessories* or spare parts that are not fitted to your vehicle, while they are kept at your home.

We'll cover them for *accidental* loss or damage, but only where this is caused by fire or theft.

## **Personal effects — we'll cover personal effects in caravans, motorhomes, and campervans**

If your vehicle insured under this policy is a caravan, motorhome, or campervan, we'll pay for *accidental* loss or damage to the following items that are in it:

- personal effects
- clothing
- domestic utensils.

We'll pay the *indemnity value* of the items immediately before the loss or damage occurred, up to \$1,000 in total. The items must belong to you, or to any member of your family who lives with you.

## **Personal injury — we'll make an additional payment for personal injuries after an accident**

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

- up to \$5,000 per person and \$15,000 in total for one event if any of the following happens within 3 calendar months of the *accident*:
  - \$5,000 if you or a member of your immediate family dies
  - \$2,500 for the total, permanent, and irrecoverable loss of sight of one eye, or \$5,000 for both eyes
  - \$2,500 for the total, permanent and irrecoverable use of one hand or foot, or \$5,000 for more than one hand, foot or both.
- up to \$1,000 per person for medical and dental expenses resulting from the *injury*.

We'll only make a payment under this benefit if both of the following apply.

- We have accepted a claim under this policy for loss or damage to your vehicle.
- Your vehicle is not a motorcycle, caravan, or trailer.



## Servicing and medical emergency — we won't apply driver restrictions

If there are any driver restrictions on your policy, we won't apply them if your vehicle is being driven:

- by a member of the motor trade while they are servicing or repairing it
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while they deliver the vehicle to your home or workplace
- to a medical facility in a medical emergency.

## Trailers — we'll pay up to \$1,000 for trailers

This benefit and its limits below do not apply if your vehicle (as shown on your *schedule*) is a trailer.

We'll automatically cover any trailer you own, hire, or lease for *accidental* loss or damage up to \$1,000. We'll charge an *excess* of \$100 for any claim for *accidental* loss or damage to the trailer.

Under this benefit, we won't automatically cover:

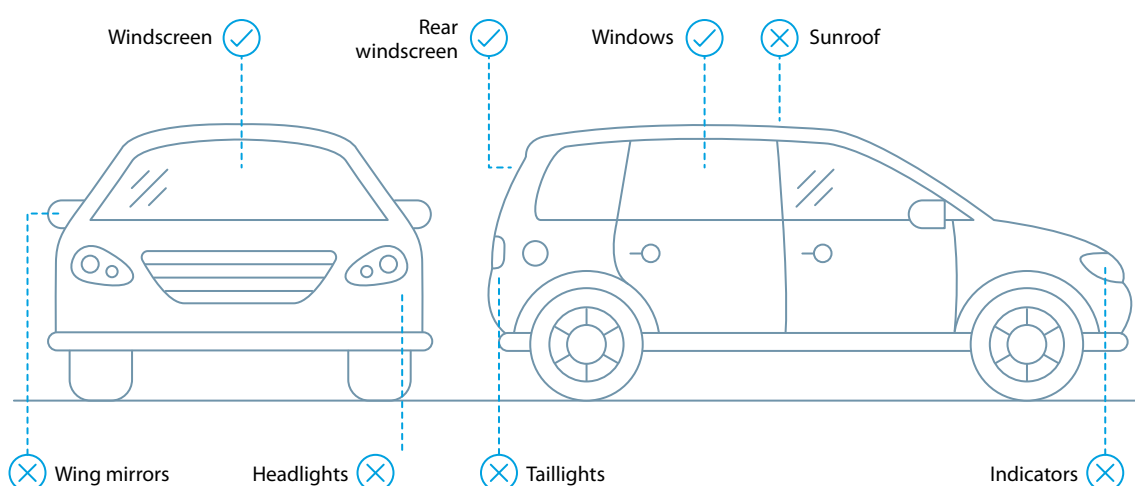
- caravans
- boat, horse, or camper trailers
- the contents of any trailer
- any trailer that is separately listed on your *schedule*
- any trailer that is insured under this or any other policy
- any trailer that can't be towed by your vehicle.

## Windscreen and window glass — excess-free windscreen and window glass repairs

We'll pay for *accidental* damage to your vehicle's windscreen or window glass.

- If your windscreen or window glass has a chip that can be repaired, you won't have to pay an *excess*.
- If your windscreen or window glass needs to be replaced, you'll need to pay your policy *excess*.

### UNDERSTANDING YOUR WINDSCREEN AND WINDOW GLASS COVER



✓ Items with a 'tick' are included in the Windscreen and window glass benefit above

✗ Items with a 'cross' are not included in the Windscreen and window glass benefit, but are covered by your policy as part of your vehicle

Call us on 0800 269 252 so we can help you with your claim.

## Optional benefits — the additional cover you can choose

If you've chosen the following optional benefits, they'll appear on your *schedule*.

### **Excess-free windscreen and window glass replacement**

If you choose this optional benefit, you won't have to pay an *excess* if your vehicle's windscreen or window glass needs to be replaced due to *accidental* damage.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

You will still have to pay the *excess* that applies if you claim for any other loss or damage to your vehicle, or for legal liability.

### **No claim discount preservation — you can keep your no claim discount after one at-fault claim**

If you choose this optional benefit, you can have one at-fault claim during your *period of insurance* without affecting your no claim discount for the following year.

### **Roadside assistance — you can purchase roadside assistance**

If you choose this benefit, we'll provide you the details in a separate agreement.

## WHAT YOUR VEHICLE IS COVERED FOR IF YOU HAVE THIRD PARTY, FIRE AND THEFT COVER

If your *schedule* shows you have Third Party, Fire and Theft cover you're covered:

- anywhere in New Zealand during the *period of insurance*
- for *accidental* loss or damage to your vehicle caused by fire or theft.

The maximum we'll pay for your vehicle is the *market value*.

Your cover also includes the benefits listed under the heading 'Details of your Third Party, Fire and Theft cover — the benefits we include', if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the limitations, exclusions, conditions, and cover limits that apply to this policy.

### Third Party, Fire and Theft cover — the benefits we include

This section explains the benefits we provide, and what we'll pay for each.

#### Accidental loss or damage — we'll cover damage by an uninsured driver

We'll cover *accidental* loss or damage to your vehicle caused by an uninsured driver. We must be satisfied of all these three things.

- The driver or person in charge of your vehicle is free of blame.
- The person at fault is identified.
- The person at fault has no valid insurance.

The most we'll pay for your vehicle is the *market value*, up to:

- \$3,000 if we're insuring your car
- \$1,000 if we're insuring your motorcycle.

#### Changing your vehicle — we'll temporarily cover replacement or additional vehicles

If you change your vehicle or buy another one for your own use, we'll cover it automatically for up to 30 days.

We cover the replacement or additional vehicle for its *market value* up to \$100,000 — but otherwise on the same policy terms that apply to your current vehicle.

You must give us full details of the replacement or additional vehicle within 30 days of buying it. If you don't, cover for it stops automatically.

#### Emergency costs — we'll cover emergency transport

If we pay a claim for your vehicle under this policy, we'll also pay the reasonable cost of having it towed or transported to the nearest repairer or safe place. We'll only pay if this is required after an *accident*, up to a maximum of \$500.

## Legal liability — we'll cover your legal liability if you cause loss, damage, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* loss or damage to someone else's property, or for *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- is caused by an *accident* involving your vehicle.

## What you must do to claim for liability for reparation

To claim for liability for *reparation* you must:

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

## Extended liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these three circumstances.

- Your liability arises from an event caused by a trailer or caravan that is attached to your vehicle, or a disabled vehicle that your vehicle is towing.
- You allow someone else to drive your vehicle. However, they won't be covered if they're excluded from cover or otherwise insured. Where there is cover for this person under this benefit, the word 'you' in this policy also includes the person entitled to cover.
- You're driving a vehicle that belongs to someone else, provided that it is not hired to you under a hire purchase or lease agreement. We won't pay for loss or damage to the vehicle you're driving.

## What we won't pay under legal liability

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

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy, or fails to meet this policy's terms and conditions.

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

We won't pay where your liability relates to a fire you lit on purpose that didn't comply with either:

- the Fire and Emergency Act 2017
- any other law or regulation covering the lighting of fires.

## Limits on what we'll pay for legal liability

For any one event, we'll pay:

- for loss or damage to someone else's property, up to \$20,000,000
- for *bodily injury*, up to \$1,000,000.

For any one event, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above. The maximum we will ever pay for any one event is \$20,000,000.

## We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating to an offence, or where you're legally liable to pay *reparation*.

### **Servicing and medical emergency — we won't apply driver restrictions**

If there are driver restrictions on your policy, we won't apply them if your vehicle is being driven:

- by a member of the motor trade while they are servicing or repairing it
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while they deliver the vehicle to your home or workplace
- to a medical facility in a medical emergency.

### **Optional benefits — the additional cover you can choose**

If you've chosen the following optional benefits, they'll appear on your *schedule*.

#### **Excess-free windscreen and window glass**

If you choose this optional benefit, we'll cover *accidental* damage to your vehicle's windscreen or window glass as long as the damage is repaired or replaced.

You won't have to pay an *excess*, as long as you're not claiming for any other loss or damage to your vehicle or for legal liability.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

#### **Roadside Assistance — you can purchase roadside assistance**

If you choose this benefit, we'll provide you the details in a separate agreement.

## WHAT YOUR VEHICLE IS COVERED FOR IF YOU HAVE THIRD PARTY ONLY COVER

If your *schedule* shows you have Third Party Only cover, we don't cover your vehicle unless the 'Accidental loss or damage benefit' below applies.

Your cover also includes the benefits listed under the heading 'Details of your Third Party Only cover — the benefits we include', if the circumstances they outline apply.

Your cover, including the benefits, is subject to the limitations, exclusions, conditions, and cover limits that apply to this policy.

### Details of your Third Party Only cover — the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

#### Accidental loss or damage — we'll cover damage by an uninsured driver

We'll cover *accidental* loss or damage to your vehicle caused by an uninsured driver. We must be satisfied of all these three things.

- The driver or person in charge of your vehicle is free of blame.
- The person at fault is identified.
- The person at fault has no valid insurance.

The most we'll pay for your vehicle is the *market value*, up to:

- \$3,000 if we're insuring your car
- \$1,000 if we're insuring your motorcycle.

#### Changing your vehicle — we'll temporarily cover replacement or additional vehicles

If you change your vehicle or buy another one for your own use, we cover it automatically for up to 30 days.

We'll cover the replacement or additional vehicle for its *market value* up to \$3,000 — but otherwise on the same policy terms that apply to your current vehicle.

You must give us full details of the replacement or additional vehicle within 30 days of buying it. If you don't, the cover for it stops automatically.

#### Legal liability — we'll cover your legal liability if you cause loss, damage or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* loss or damage to someone else's property, or for *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- is caused by an *accident* involving your vehicle.

#### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

- tell us immediately if you're charged with any offence connected to an event you caused that resulted in damage to someone else's property or *bodily injury* to another person
- obtain our written approval before you make any offer of *reparation*.

#### Extended Liability

As long as the above requirements for cover are met, we'll also provide cover for liability for *damages* and liability for *reparation* in any of these three circumstances.

- Your liability arises from an event caused by a trailer or caravan that is attached to your vehicle, or a disabled vehicle that your vehicle is towing.
- You allow someone else to drive your vehicle. However, they won't be covered if they're excluded from cover or otherwise insured. Where there is cover for this person under this section of the policy, the word 'you' in this policy also includes the person entitled to cover.

- You're driving a vehicle that belongs to someone else, provided it is not hired to you under a hire purchase or lease agreement. We won't pay for loss or damage to the vehicle you're driving.

### What we won't pay under legal liability

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

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy or fails to meet the terms and conditions of this policy.

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

We won't pay where your liability relates to a fire you lit on purpose that didn't comply with either:

- the Fire and Emergency Act 2017
- any other law or regulation covering the lighting of fires.

### Limits on what we'll pay for legal liability

For any one event, we'll pay:

- for loss or damage to someone else's property, up to \$20,000,000
- for *bodily injury*, up to \$1,000,000.

For any one event, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$20,000,000.

If you have other insurance with us that may cover liability for the same event, we will still only pay up to the limits above. The maximum we will ever pay for any one event is \$20,000,000.

### We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses relating an offence, or where you're legally liable to pay *reparation*.

### Servicing and medical emergency — we won't apply driver restrictions

If there are driver restrictions on your policy, we won't apply them if your vehicle is being driven:

- by a member of the motor trade while they are servicing or repairing it
- by a valet parking attendant while they park or fetch it
- by a professional dial-a-driver while they deliver the vehicle to your home or workplace
- to a medical facility in a medical emergency.

### Optional benefit — the additional cover you can choose

If you have chosen the following optional benefit, it'll appear on your *schedule*.

#### Excess-free windscreen and window glass

If you choose this optional benefit, we'll cover *accidental* damage to your vehicle's windscreen or window glass as long as the damage is repaired or replaced.

You won't have to pay an *excess*, as long as you're not claiming for any other loss or damage to your vehicle or for legal liability.

This benefit does not cover any other items, such as:

- sunroofs, glass roofs, mirrors
- headlights, tail lights, lamp covers
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

## WHAT WE DON'T COVER UNDER THIS POLICY — MOTOR VEHICLE INSURANCE EXCLUSIONS

We won't cover you, regardless of which *cover type* you have, in the following situations. There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on page 77.

### Alcohol or drugs

We won't provide cover if at the time of the *accident* the driver of your vehicle:

- had a breath or blood alcohol level higher than allowed under New Zealand law
- refused to take a breath test or give a blood sample when asked
- was under the influence of an intoxicating drug or drugs.

We'll assume the alcohol in the driver's blood or breath when the *accident* happened is no less than the amount shown in any blood sample or breath test taken following the *accident*.

This exclusion applies to anyone who is driving your vehicle with your permission.

### Breach of driver's licence

We won't cover any driver of your vehicle who is breaching the conditions of their licence.

This exclusion applies to anyone who is driving your vehicle with your permission.

This exclusion does not limit the cover provided under the Servicing and medical emergency benefit.

### Certain uses of your vehicle

We won't cover your vehicle if it is being used:

- outside of the private use described in this policy wording, if your *schedule* shows private use
- outside of the private or business use described in this policy wording, if your *schedule* shows business use
- for any business use we have not agreed to
- in racing of any kind or tests to prepare for racing, pace-making, trials, tests, performance demonstrations, or any similar events, whether organised or not
- on any race track, sealed or not, whether or not other vehicles are there.

### Excluded drivers

We won't cover any loss, damage or liability if the driver of your vehicle at the time of the *accident* is excluded from the policy cover.

### Existing damage

We won't cover the cost to fix any defect or damage which existed before the *accident*.

### Faults

We won't cover loss or damage caused by a defect or fault in your vehicle's design, specification, or materials.

### Illegally leaving the scene of an accident

We won't provide cover if the driver of your vehicle fails to stop or leaves the scene of an *accident* when it's an offence to do so.

This exclusion applies to anyone who is driving your vehicle with your permission.



### **Invalid driver's licence**

We won't cover any driver of your vehicle who doesn't hold a valid licence at the time of the *accident*.

This exclusion applies to anyone who is driving your vehicle with your permission.

This exclusion does not limit the cover provided under the Servicing and medical emergency benefit.

### **Mechanical breakdown**

We won't cover loss or damage to any mechanical system, unless an external factor causes that loss or damage.

For this exclusion, 'mechanical system' means the engine, transmission, and all other mechanical, electrical, and electronic systems in your vehicle, including the alarm and computer systems.

### **Tyre damage**

We won't cover tyre damage caused by using the brakes, or by a puncture, road cut, or bursting.

### **Unattended caravan**

We won't cover loss or damage to a caravan if it has been unattended for more than 30 days —unless it is in a supervised caravan park.

### **Unsafe vehicles**

We won't provide cover if your vehicle is in an unsafe or damaged condition, unless you can prove either of the following.

- The vehicle's condition didn't contribute to the loss or damage.
- You and the driver were unaware of the vehicle's unsafe or damaged condition and had taken all reasonable steps to maintain it in a safe condition.

### **Wear and tear, corrosion, gradual damage or depreciation**

We won't cover wear and tear, corrosion, gradual damage or depreciation.

## HOW WE SETTLE YOUR MOTOR VEHICLE INSURANCE CLAIM

If your vehicle suffers loss or damage, which we accept under this policy, we may choose to settle your claim in one of the following ways. How we choose to settle your claim depends on the *cover type* shown on your *schedule* and the limits for that *cover type*.

### Repair your vehicle

If we decide your vehicle can be safely and economically repaired, we'll arrange for your vehicle to be repaired. We'll pay to repair your vehicle to a condition as close as possible to the condition it was in before the *accident*.

### We'll select the repairer

We'll select a repairer from our approved repairer network. These are businesses and individuals we've approved to repair your vehicle due to their high standard of workmanship.

We'll guarantee repairs by our approved repairer network for as long as you own the vehicle.

If your vehicle is not repaired by a member of our approved repairer network, we do not guarantee the repairs.

### Some limits on what we pay

We limit what we pay in some situations — either in amounts, or what we'll cover.

### We'll only pay to repaint damaged areas

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

### We won't pay to replace undamaged parts

We won't pay to replace any part that isn't damaged.

### When a part isn't available in New Zealand

If a part or *accessory* is not available in New Zealand, we'll pay the lowest of these three options:

1. the manufacturer's last known list price in New Zealand
2. the price of the part's closest equivalent available in New Zealand
3. the cost of having a new part made in New Zealand.

### We don't pay freight on parts coming from overseas

We won't pay the cost of freighting any part to New Zealand.

### We limit what we pay for non-standard accessories or fittings

We pay no more than \$1,000 in total for *accessories* that are not the manufacturer's standard fitting for your model, unless your *schedule* shows a higher amount.

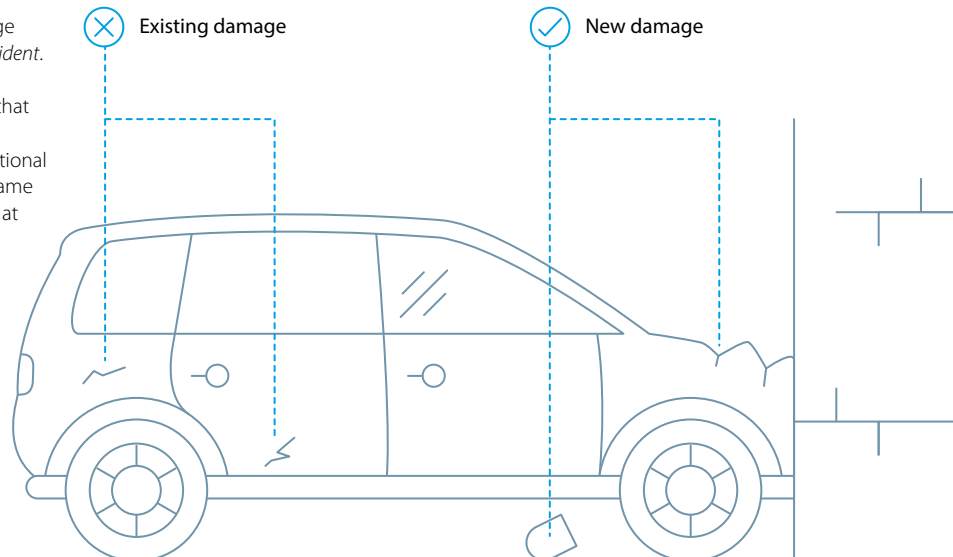
If your *cover type* is Third Party Only, the total we will pay for *accessories* that are not the manufacturer's standard fitting for your model is always limited to \$1,000.

### We may ask you to pay towards the cost of repairs

If your vehicle is in much better condition or is worth more money after the repairs than it was before the *accident*, we may ask you to contribute to the cost of repairs.

## PRE-EXISTING DAMAGE

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



## If your vehicle is a total loss (a 'write-off')

If we decide your vehicle is unable to be safely or economically repaired, or if it has been stolen and not recovered within 14 days, we will settle your claim as a *total loss*. We only settle your claim as a *total loss* where the loss or damage or the theft of your vehicle is covered by the *cover type* shown on your *schedule*.

### If you're insured for agreed value

If your *schedule* shows you're insured for *agreed value*, the most we'll pay for your vehicle is the amount shown as the *agreed value*.

### If you're insured for market value

If your *schedule* shows you're insured for *market value*, the most we'll pay for your vehicle is the *market value* at the time of the *accidental loss* or damage. We'll pay up to any maximum limit which applies to your vehicle, based on the *cover type* shown on your *schedule*.

We'll calculate the *market value*. We do this by obtaining an independent valuation of how much your vehicle was worth immediately before the *accident* happened.

### Your policy ends once we've paid your claim

Once we've paid your *total loss* claim, your policy comes to an end. We keep the damaged vehicle, including all insured *accessories* and the value of whatever is left of your registration.

We will refund any premium you have paid for the part of the *period of insurance* after the date of the *accidental loss* or damage.

## We may replace your vehicle or caravan if it's new

If your *schedule* shows you have the Comprehensive *cover type*, we will offer to replace your vehicle, if it is less than 1 year old, and it has travelled less than 15,000km. We'll do this if either of the following apply.

- The cost to repair is more than 60% of its *market value* or *agreed value*.
- The vehicle is stolen and not recovered.

However, if your vehicle is a caravan, we'll offer to replace it if it is less than 3 years old, and either of the following apply.

- The cost to repair is more than 60% of its *market value* or *agreed value*.
- The caravan is stolen and not recovered.

We will (at your option) replace it with a new vehicle or caravan of the same make, model, and specification, as long as it's available in New Zealand.

## BOAT INSURANCE — YOUR BOAT COVER UNDER THIS POLICY

You're covered for *accidental loss* or damage during the *period of insurance* to:

- your boat — as noted on your *schedule*
- other property we've outlined below.

Your cover also includes the benefits listed under the heading 'Details of your cover — the benefits we include' on page 60, if the circumstances they outline apply.

Your cover, including the benefits and optional benefit, is subject to the limitations, exclusions, conditions, and cover limits that apply to this policy.

### What we mean by 'boat'

When we use the word 'boat', we mean any type of craft or vessel that's made or intended to float on or in, or travel through water.

In our definition of a 'boat', we include the hull and any fixtures, fittings, and equipment, which are permanently on board. This includes:

- sails, masts, spars, and rigging
- machinery and motors (inboard and outboard)
- anchors and warps
- fish finders, depth sounders, other navigational aids, and marine radios
- boat trailers.

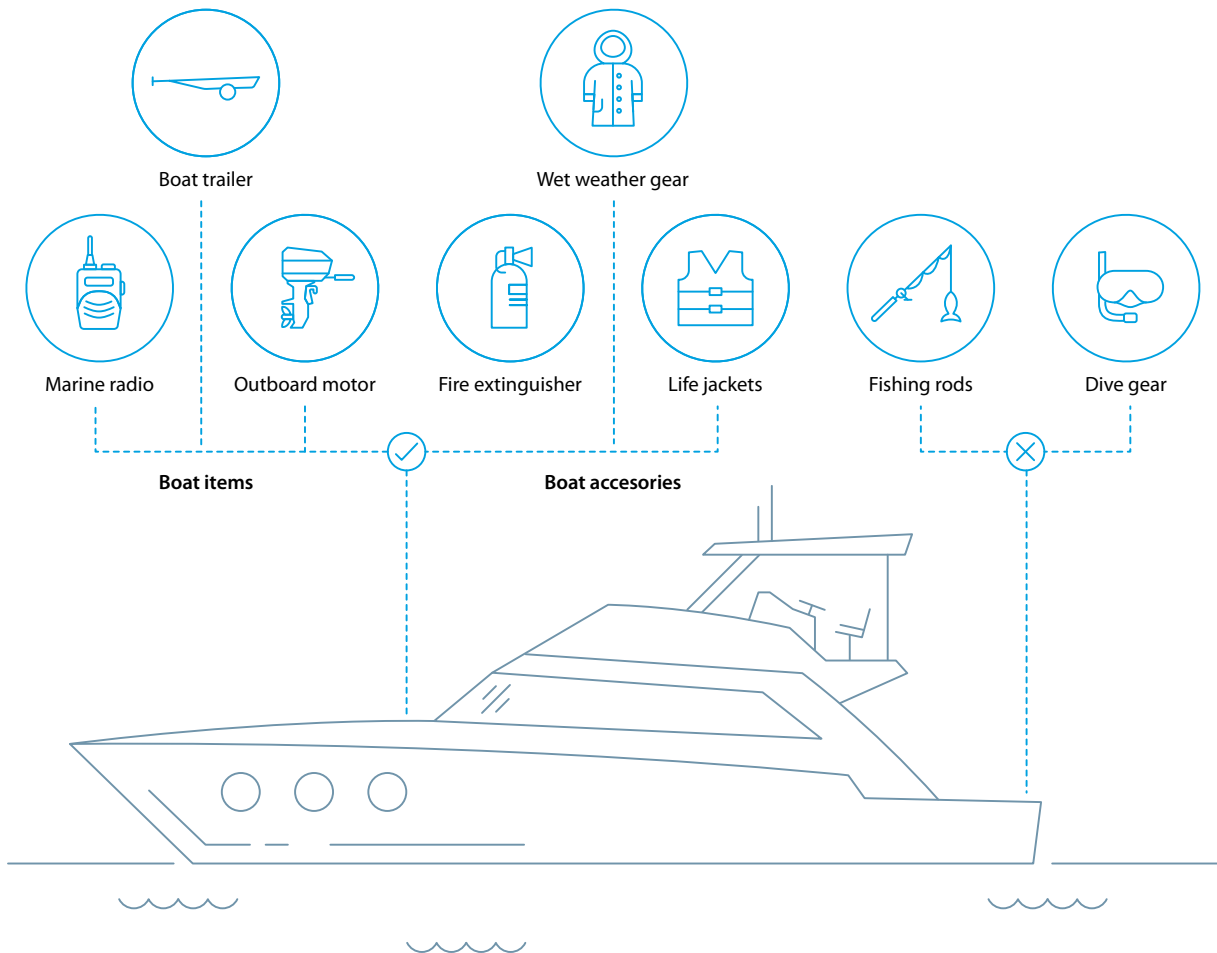
### What we mean by 'other property'

When we use the words 'other property', we mean your dinghy, gear, and equipment kept permanently on board the boat but not permanently attached to it. This includes:

- life jackets
- flares
- fire extinguishers
- tools
- clothing and wet-weather gear
- bedding
- food and cooking utensils
- other similar *accessories*.

Fishing, diving, and sporting gear are not covered unless they are specified on your *schedule*.

## BOAT AND ACCESSORIES



### Details of your cover — the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

#### **Boat parts and accessories at home — we'll cover parts and accessories that aren't fitted to your boat**

We'll pay up to \$500, for boat *accessories* or spare parts that are not fitted to your boat, and that you keep at your home. We'll cover them if they are:

- stolen
- *accidentally* damaged by fire.

#### **Changing your boat — we'll temporarily cover replacement or additional boats**

If you change your boat or buy another one for your own use, we cover it automatically for 30 days.

We cover the replacement or additional boat for its *market value*, up to \$50,000 — but otherwise on the same policy terms that apply to the boat currently listed on your *schedule*.

You must give us full details of the replacement or additional boat within 30 days of buying it. If you don't, cover for it stops automatically.

## Emergency costs — we'll cover emergency transport and repairs

If you have an *accident* that we've agreed to cover under this policy, we'll pay for some emergency costs if you need us to. We'll pay for:

- the reasonable cost incurred by you for the rescue of you, your crew, and passengers — up to \$1,000
- accommodation and transport to get you, your crew, and passengers to your home if your boat is unusable after the *accident* — up to \$500
- getting your boat to the nearest repairer or safe place, or the cost of essential repairs so you can get the boat to your destination or a repairer
- returning your boat to your home after it's repaired, or if it was stolen and recovered.

## Legal liability — we'll cover your legal liability if you cause damage, loss, or injury

We'll cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* loss or damage to someone else's property, or for *accidental bodily injury*.

The liability must:

- arise from a single *accidental* event during the *period of insurance*
- be caused in some way by your boat
- happen in New Zealand waters, within 80 nautical miles of the New Zealand coast.

## What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

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

## We cover liability for damages and reparation in some other limited circumstances

We'll also provide cover for liability for *damages* and liability for *reparation* if any of the following apply.

- You're using a boat that belongs to someone else and is not hired to you under a hire purchase or lease agreement. We won't pay for loss or damage to the boat you're using.
- Someone else is using your boat with your permission, or is being towed by your boat while water-skiing (or similar) — as long as they're not otherwise excluded from cover or otherwise insured. Where there is cover for this person under this benefit, the word 'you' also includes the person entitled to cover.
- The loss or damage to someone else's property, or *bodily injury*, is caused by you raising, removing, or destroying the wreck of your boat, or trying or failing to do any of these.

## What we won't pay under liability

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

We won't pay if the liability relates in any way to any business or employment, or to any passenger who's paid a fare.

We won't pay if you, anyone else, or any organisation covered under this benefit either:

- is entitled to cover under any other policy
- fails to meet the terms and conditions of this policy.

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

## Limits on what we'll pay for legal liability

For any one event, we'll pay:

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

For any one event, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$5,000,000.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above. The maximum we will ever pay for any one event is \$5,000,000.

## We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence or where you're legally liable to pay *reparation*.

## Medical payments — if someone suffers an injury on your boat

If you or a member of your immediate family suffers an *injury* while they're on board, boarding, or leaving your boat, we'll pay up to \$1,500 towards their reasonable medical, ambulance, and funeral costs. We'll pay for costs incurred within one year of the *injury*.

## Replacing flares and extinguishers — if they were used to try to minimise loss

If we accept a claim under this policy, we'll pay up to \$1,500 to replace flares or extinguishers used in an attempt to minimise loss or damage.

## Salvage and associated costs — removing a wreck after an accident

If you abandon your boat after an accident that we cover, we'll pay the reasonable costs for:

- salvage and wreck removal costs you're liable for
- expenses you incur in minimising further loss or damage from the *accident*.

## Storage or repair — for boat parts or other property removed from your boat

We'll cover any part of your boat, or other property, if you temporarily remove it from the boat to repair or store it in securely locked premises.

We'll also cover the part of your boat or other property while it's in transit to be repaired or securely stored.



## Optional benefit — the additional cover you can choose

If you've chosen the following optional benefit it will appear on your *schedule*.

### **Racing risk cover for sailboats — we'll cover accidental damage to equipment while racing**

If you're racing your sailboat and it suffers *accidental* damage, we'll pay the cost to repair or replace your:

- masts
- spars
- booms
- spinnaker poles
- sails
- rigging
- anchors.

We'll pay up to the *market value* at the time of the claim for the damaged equipment listed above.

We'll apply the additional *excess* listed on your *schedule* to any claim under this benefit.

## WHAT WE DON'T COVER UNDER THIS POLICY — BOAT INSURANCE EXCLUSIONS

We won't cover you in these situations. There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on page 77.

### Alcohol or drugs

We won't provide cover if, at the time of the *accident*, the person in control of your boat or towing your boat:

- had a breath or blood alcohol level higher than allowed by New Zealand law
- refused to take a breath test or give a blood sample when asked
- was under the influence of intoxicating drugs.

This exclusion applies to anyone who is in control of your boat or towing your boat with your permission.

### Damage caused by cleaning or repair

We won't cover loss or damage that's caused by any process of cleaning, repairing, or restoring.

### Defects or faults

We won't cover any cost to remedy a design fault or defect in design or construction. We won't cover any cost to alter your boat's design.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Hire or charter

We won't cover any loss, damage, or liability that is caused while your boat is let out on hire or charter, or used for anything other than private pleasure purposes.

### Illegally leaving the scene of an accident

We won't cover any loss, damage, or liability if the person in control of your boat or towing your boat doesn't stop, or leaves the scene of an *accident* when it's an offence to do so.

This exclusion applies to anyone who is in control of your boat or towing your boat with your permission.

### Invalid or breach of driver's licence

We won't cover loss, damage, or liability if the person towing your boat either:

- didn't have a valid licence to drive the vehicle at the time and place of the *accident*
- wasn't complying with the conditions of their driver's licence.

### Mechanical breakdown

We won't cover loss or damage to any mechanical system, unless the loss or damage is due to an external cause.

For this exclusion, 'mechanical system' means the engine, transmission, and all other mechanical, electrical, electronic, alarm, and computer systems in your boat.

### Moorings

We won't cover loss, damage, or liability caused by or involving any one of these situations.

- Your boat being unattended at anchor or on a swing mooring for more than 24 hours. We will provide cover if this is your boat's usual mooring or berth, or if the mooring meets the standards of the Port Authority or Local Authority.
- Permanent moorings that are not in good order, or don't meet the minimum standards of the Port Authority or Local Authority.
- Swing moorings that haven't been inspected and maintained within the last 3 years.

## **Outboard motors unsecured**

We won't cover loss or damage to, or theft of outboard motors unless they were secured in one of these ways.

- Securely locked to a boat.
- Stored in a securely locked part of a boat.
- Stored in a securely locked building.

## **Outside New Zealand**

We won't cover loss, damage, or liability that arises in any way while your boat is either:

- more than 80 nautical miles from New Zealand's coast
- on a voyage from or to any port or place outside New Zealand.

## **Racing your motorboat**

If your boat is mainly motor powered, we won't cover loss or damage to it while it's racing, or being prepared for a race, reliability or time trial, or similar event.

## **Racing your sailboat**

Unless your *schedule* shows you have the optional Racing risk cover for sailboats (see page 63), while you're racing your sailboat, we won't cover either:

- loss or damage to sails or protective covers caused by wind, or
- any damage to masts, spars, booms, spinnaker poles, rigging, or anchors.

## **Theft unless entry was forced or illegal**

We won't cover theft of any part of your boat or other property unless the theft involved forced entry into locked storage, or illegal entry into your boat.

## **Wear and tear, corrosion, or depreciation**

We won't cover:

- depreciation
- wear and tear
- leakage and breakage
- loss or damage caused by the action of light
- inherent nature of the insured property
- delamination, corrosion, rust, electrolysis, rot, mildew, mould, or gradual deterioration
- damage caused by marine organisms, insects, or vermin (except possums).

## HOW WE SETTLE YOUR BOAT INSURANCE CLAIM

If your boat or other property suffers loss or damage which we accept under this policy, we'll decide if it's safe and economical to repair, or if it needs to be replaced.

We will pay the cost of repairing or replacing your boat and other property up to their *market value* at the time of the claim.

### We may ask you to contribute to the cost of repairs

We may ask you to contribute to the cost of repairs for your boat or other property. We'll do that if, after the repairs, it is in much better condition or worth more money than before the *accident*.

We won't ask you to contribute if the boat or other property is less than 1 year old when the damage occurs.

## LIFESTYLE BLOCK INSURANCE — YOUR LIFESTYLE BLOCK COVER UNDER THIS POLICY

You're covered for *accidental* loss or damage to your lifestyle block assets, during the *period of insurance*.

Your cover also includes the benefits listed under the heading 'Details of your cover — the benefits we include' on page 68, if the circumstances they outline apply.

Your cover, including the benefits, is subject to the limitations, exclusions, conditions, and cover limits that apply to this policy.

### What we mean by 'lifestyle block'

When we use the words 'lifestyle block', we mean the block of land shown on your *schedule* that:

- is less than 10 hectares in size, and
- makes you less than \$10,000 a year in gross income from all activities.

### What we mean by 'lifestyle block assets'

When we use the words 'lifestyle block assets', we mean the assets described below.

#### What 'lifestyle block assets' includes

We cover the following things as part of your lifestyle block assets under this policy.

- Lifestyle block buildings shown on your *schedule*, such as barns or sheds, including stock pens, fences, and gates attached to or part of those buildings
- Fixed plant and machinery shown on your *schedule* that's either permanently in the lifestyle block buildings or temporarily moved to anywhere in New Zealand
- Produce — stores, harvested grain, seed, and animal feed at the lifestyle block buildings or temporarily moved to anywhere in New Zealand
- Other assets:
  - general stores such as animal feed, fertilisers, spraying and packing materials, and fuels at the lifestyle block buildings or temporarily moved to anywhere in New Zealand
  - cut hay, straw, lucerne, wool, fertilisers, plant and machinery, chainsaws, and tools at the lifestyle block buildings or temporarily moved to anywhere in New Zealand
  - power and telephone poles and cables at the lifestyle block buildings that you own.

#### What 'lifestyle block assets' doesn't include

We don't cover the following things as part of your lifestyle block assets under this policy.

- Any property we're insuring under a Home policy, including your home
- Deer velvet and biological preparations or by-products, such as semen or embryos
- Any of the following, unless the Farm bikes, tractors and trailers benefit applies (see page 68).
  - Motor vehicles
  - Motorcycles
  - Caravans
  - Trailers
  - Aircraft
  - Watercraft
  - Self-propelled vehicles
  - Tractor-drawn agricultural vehicles
  - Spare parts and *accessories* for any of the above.

## Details of your cover — the benefits we include

This section explains in detail the benefits we provide, and what we'll pay for each.

All the following benefits are paid from within your lifestyle block *sum insured*, except for the Property owner's liability benefit which is paid in addition to your *sum insured*.

### **Additions and improvements — we'll temporarily cover additions and improvements to your lifestyle block**

We'll automatically cover any additions or improvements you make to your:

- lifestyle block buildings
- fixed plant and machinery.

We'll cover the additions or improvements for up to 30 days, up to an additional \$10,000.

You must give us the full details of all additions and improvements within 30 days of making them. If you don't give us the details within that time, we'll automatically stop cover for all additions and improvements.

### **Damage caused by authorities to prevent loss — we'll cover damage by authorities to prevent other loss**

We'll cover damage to your lifestyle block buildings caused by government or local authorities if the damage was necessary to prevent other loss or damage that your policy covers.

### **Farm bikes, tractors and trailers — we'll cover accidental loss or damage to unregistered farm bikes, tractors, trailers, and towed implements**

We'll cover you for *accidental* loss or damage to your unregistered farm bikes, tractors, trailers or towed implements.

We'll pay the *market value*, up to the *sum insured* for that item on your *schedule*.

If the loss or damage is caused by fire or theft, this benefit only applies to loss or damage that happened at your lifestyle block.

### **Fusion of electric motors — we'll cover electric motors burning out or fusing**

We'll cover you for any of the following items *accidentally* burning out or fusing.

- Electric motors up to 7.5 kilowatts or 10 horsepower
- Switchboards
- Permanent wiring

What we pay for these items depends on their age at the time of the loss, as outlined below.

#### **We'll pay the cost of repairing or replacing items that are up to 5 years old**

For items listed above that are up to 5 years old, we'll decide whether to pay the cost of repairing or replacing the item.

#### **We'll pay the indemnity value for items that are more than 5 years old**

For items listed above that are more than 5 years old, we'll pay the *indemnity value*.

#### **We'll pay for re-installing motors and hiring temporary replacements**

We'll also pay the reasonable cost of:

- taking apart and re-installing any electric motor
- hiring a temporary replacement motor or refrigerated compressor while the damaged motor is being repaired.

## We'll pay up to \$2,000

We'll pay up to \$2,000 under this benefit.

## Natural disaster — we'll cover natural disasters along with EQC

The Earthquake Commission (EQC) provides some *natural disaster* cover for lifestyle block buildings under the Earthquake Commission Act (the EQC Act). If loss or damage to your lifestyle block buildings is caused by *natural disaster*, any cover under this policy depends upon whether there is cover for your lifestyle block buildings under the EQC Act.

### Loss or damage to parts of your lifestyle block buildings which EQC insures

Where loss or damage to your lifestyle block buildings is caused by *natural disaster*, we'll pay up to a maximum of the difference between these two amounts:

- the cost of repairing or rebuilding your lifestyle block buildings (or the *indemnity value* if it's on your *schedule*)
- the amount payable under the EQC Act

less any *excess* we usually charge.

EQC must have done both of the following:

- accepted liability for your claim
- already paid the maximum under the EQC Act for the loss or damage.

We won't cover any *excess* charged by EQC.

### Loss or damage to parts of your lifestyle block assets which EQC does not insure

Under the EQC Act, EQC does not insure some of your lifestyle block assets. We'll pay for loss or damage caused by *natural disaster* for any lifestyle block assets that EQC does not cover. This also includes unregistered farm bikes, tractors, trailers, or towed implements that are covered under the Farm bikes, tractors, and trailers benefit on page 68.

### The total you receive for natural disaster is limited to your sum insured

The most you receive for loss or damage caused by *natural disaster*, from EQC and us combined, is your *sum insured* for the item that has suffered loss or damage.

All other policy terms and conditions apply to this benefit, along with the basis for settling claims.

## Property owner's liability — we'll cover your legal liability as the owner of the lifestyle block

We'll cover your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *accidental* loss or damage to someone else's property, or for *accidental bodily injury*. The liability must arise from an event that:

- happens during the *period of insurance*
- happens in New Zealand
- results from your ownership of the lifestyle block.

### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must:

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

## We'll cover liability for damages and liability for reparation in other limited circumstances

We'll also provide cover for liability for *damages* and liability for *reparation*, if your legal liability:

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

## What we won't pay under property owner's liability

We won't pay your legal defence costs and expenses if they relate to an offence, or where your legal liability is to pay *reparation*.

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

We won't pay for legal liability:

- arising from loss or damage to property that you own
- in any way connected with business or employment — except for part-time babysitting
- that arises directly or indirectly from a fire you lit intentionally that didn't comply with the Fire and Emergency Act 2017, or any other law or regulation governing the lighting of fires
- in any way connected with the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft, boat, or watercraft — but we will cover you if the claim involves:
  - ride-on mowers and other domestic garden appliances
  - remote controlled models
  - children's battery-powered or mechanically propelled motor toys up to 50CC
  - wheelchairs
  - mobility scooters.
- as a bailee, except for *accidental* loss or damage to someone else's property under your care and control
- arising from unjustifiably dismissing an employee, or any other personal grievance with an employee.

We won't cover liability assumed by agreement (unless you would have been liable anyway). But we do cover liability normally agreed to by a landlord under a standard form tenancy or lease agreement.

## Limits on what we'll pay under property owner's liability

For any one event, we'll pay:

- for loss or damage to someone else's property, up to \$2,000,000
- for *bodily injury*, up to \$1,000,000
- for liability as a bailee, up to \$5,000.

For any one event, the most we'll pay for all legal liabilities for *damages* and *reparation* is a combined total of \$2,000,000.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above. The maximum we will ever pay for any one event is \$2,000,000.

## We also pay legal defence costs if you're legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence or where you're legally liable to pay *reparation*.



### **Sale and purchase — we'll cover your lifestyle block until it changes hands**

If you've signed a contract to sell your lifestyle block, we'll cover the buyer's interest in your lifestyle block under this policy. This cover applies until they take possession of your lifestyle block or until settlement, whichever is earlier — as long as they are not covered under another policy.

The limitations, exclusions, conditions, and cover limits of this policy apply to both you and the buyer, as if you were jointly insured.

### **Worrying of stock — we'll cover your stock for injuries caused by dogs**

We'll cover you if your stock dies, or must be humanely slaughtered, because of injuries caused by a dog.

This benefit only applies if neither you nor any of your employees own the dog that caused the injuries.

We'll pay the *market value* for the stock, up to:

- \$600 for any one animal
- \$3,000 in total.

## WHAT WE DON'T COVER UNDER THIS POLICY — LIFESTYLE BLOCK INSURANCE EXCLUSIONS

We won't cover you in these situations. There are also other situations that we don't cover under any part of the policy, please refer to the overall exclusions on page 77.

### Assets in the open or buildings under construction

We won't pay for loss or damage caused by storm, rain, snow, hail, *flood*, or windstorm to your:

- lifestyle block produce and other lifestyle block assets while they're in the open
- lifestyle block buildings during construction or alteration.

### Breakdown, apart from burnout

We won't cover loss or damage caused by mechanical or electronic breakdown or failure.

We never cover loss or damage where there's arcing in a lighting or heating element, a fuse, protective device, or electronic contact.

However, if there's resulting loss or damage, or actual burnout of mechanical or electronic parts, we'll cover it (unless it's excluded under another part of this policy).

### Damage by insects and vermin

We won't cover loss or damage caused by insects or vermin — except possums.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded by another part of this policy).

### Damage during cleaning, repair, renovation, or restoration

We won't cover loss or damage caused by any cleaning process, renovation, repair, or restoration — but this only excludes the property that has undergone that process.

However, if there's resulting loss or damage, we will cover it (unless it's excluded under another part of this policy).

### Defective workmanship

We won't pay for loss or damage caused by defective workmanship.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Defects

We won't pay for loss or damage caused by any defect in design or inherent fault.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded under another part of this policy).

### Deliberate damage by tenants or guests

We won't cover loss, damage caused by burglary, theft, or malicious, intentional or deliberate damage or vandalism committed by:

- your guests
- anybody who's renting, living, or staying in your lifestyle block, or their guests.

However, we'll cover loss or damage from a fire or explosion that follows malicious or deliberate damage by *tenants* or their guests.

## **Features in the landscape**

We won't pay for loss or damage to:

- trees, growing crops, or hedges
- shelter belts or retaining walls
- land or drainage systems
- dams, reservoirs, canals, culverts, or aqueducts
- tunnels or bridges
- docks, piers, or wharves
- breakwaters
- mining property that is underground.

## **Fertilisers or silage in the open**

We won't pay for loss or damage to bulk fertilisers and wrapped silage while they're in the open.

## **Gradual damage**

We won't pay for loss or damage caused by the action of micro-organisms, mould, mildew, rot, fungi, or any other gradual cause.

We won't pay for loss or damage caused by any corrosion or rust.

## **Hay, straw, or lucerne**

We won't pay for loss or damage to hay, straw or lucerne, unless the loss or damage is caused by:

- fire
- lightning
- spontaneous combustion.

## **Humidity, contamination, or light**

We won't pay for loss or damage caused by humidity, discolouration, contamination, or the action of light.

## **Land**

We won't pay for loss or damage caused by subsidence, settling, ground heave, shrinkage, or erosion.

## **Lifting or moving your lifestyle block buildings**

We won't pay for loss or damage in any way connected with lifting or moving any of your lifestyle block buildings.

## **Livestock**

We won't pay for loss or damage to livestock.

This exclusion does not limit the cover provided under the Worrying of stock benefit.

## **Money or documents**

We won't pay for loss or damage to money, negotiable securities, or documents.

## Natural disaster

We won't pay for loss or damage in any way connected with:

- earthquake or natural landslip
- volcanic eruption or hydrothermal activity
- tsunami
- fire resulting from any of the above.

This exclusion does not limit the cover provided under the Natural disaster benefit.

## Non-compliance with laws or regulations

We won't cover any loss or damage in any way connected with you deliberately or recklessly failing to comply with any determination, policy, consent, compliance schedule, notice or regulation made under any Act, regulation, or by-law.

## Structural change we haven't agreed to

We won't cover loss or damage in any way connected with structural changes to your lifestyle block buildings, like additions or alterations or removing an external wall or roof cladding. However, we will cover you if you told us before the work began and we agreed in writing to maintain your cover.

## Submersible pumps

We won't cover loss or damage to submersible pumps and their motors.

This does not limit the cover provided under the Fusion of electric motors benefit.

## Transit — lifestyle block assets in transit

We won't cover loss or damage to lifestyle block assets while they're in transit.

## Unexplained disappearances or shortages

We won't cover any loss or damage caused by or as a result of unexplained disappearances or shortages.

## Unoccupied lifestyle blocks

We won't cover any loss or damage that happens while your lifestyle block is *unoccupied*.

However, we will cover you if your *schedule* shows your lifestyle block is a holiday home, or we agreed in writing to continue to cover you while your lifestyle block was *unoccupied*.

All of the following conditions must also be met.

- The lifestyle block is kept in a tidy condition.
- All external doors and windows must be kept locked.
- Papers and mail must have been stopped, or be collected each week.
- Your lifestyle block (which includes Lifestyle block assets) is regularly supervised.

## Vibration

We won't cover loss or damage caused by vibration, weakening, or removing support.

## Wear and tear

We won't cover loss or damage caused by wear and tear.

However, if there's resulting loss or damage, we'll cover it (unless it's excluded by another part of this policy).

# HOW WE SETTLE YOUR LIFESTYLE BLOCK INSURANCE CLAIM

## How we settle claims for lifestyle block buildings

If your lifestyle block buildings suffer *accidental* loss or damage, which we accept under this policy, we may choose to settle your claim in one of the following ways.

### We can choose to repair or rebuild your lifestyle block buildings to replacement condition

We'll decide if your lifestyle block buildings can be repaired or if they need to be rebuilt.

We can choose to pay reasonable costs of repairing or rebuilding so the damaged building(s) is to the same condition as when it was new. We'll use equivalent materials and techniques that are available now.

### We can choose to pay the indemnity value

We can choose to pay the *indemnity value*, which is either:

- the *market value* of your lifestyle block buildings before the damage
- the cost to restore lifestyle block buildings to a condition no better than when they were new, minus an amount for depreciation, wear and tear.

### We'll settle some claims in specific ways

We'll pay the *indemnity value* for greenhouses insured under this policy. We won't pay for damage to any greenhouse or its contents caused by storms, snow, rain, hail, *floods*, or windstorms.

For lifestyle block buildings with flexible cladding or cloth coverings, we'll pay the *indemnity value* based on a maximum lifespan of 5 years for the material.

### Costs we'll pay that are associated with your lifestyle block buildings claim

When we're paying a claim for lifestyle block buildings under this policy, we'll also pay for the following costs if required. If we do so, we'll pay the costs out of your *sum insured* for lifestyle block buildings.

#### Demolition and removal of debris

We'll pay the reasonable cost of demolishing the damaged part of your lifestyle block buildings, clearing the building site, and removing any debris if required.

We must agree to any costs in advance.

#### Professional fees

We'll pay reasonable fees for the services of architects, surveyors, consultants, lawyers, and valuers needed to rebuild or repair your lifestyle block buildings. We'll also pay council fees if necessary.

We must agree to any costs in advance.

#### Statutory requirements

When we pay to rebuild or repair your lifestyle block buildings, we'll pay the costs needed so that your lifestyle block buildings comply with government or local authority status, by-laws, and regulations. All the following conditions must apply.

- You were not aware of, or you had not been served with notice of, the lifestyle block buildings' failing to comply with the statutes, by-laws, or regulations before the loss or damage occurred.
- An entry has not been made on your Certificate of Title under section 36 of the Building Act 1991, section 74 of the Building Act 2004 or any equivalent section of an amending, replacing, or substituting Act or Regulation, unless we've agreed in writing to provide the cover relating to the entry before any loss or damage occurred.
- The costs do not relate to design issues that this policy otherwise excludes.

- The damaged part of the lifestyle block buildings complied with relevant statutes, by-laws, or regulations when it was built and whenever it was altered. If it did not comply at those times, it had since been certified as compliant.

We'll pay the cost of compliance for only the parts of your lifestyle block buildings that suffered damage covered by this policy. We'll pay the cost of compliance that relates solely to repairing that damage.

We won't pay for any undamaged parts of the lifestyle block buildings, whether or not it complies with statutes, by-laws, or regulations.

If the lifestyle block is registered with the Heritage New Zealand Pouhere Taonga, we won't pay for any extra costs or fees needed to comply with heritage covenants on the lifestyle block.

## How we settle claims for fixed plant and machinery, produce, and other assets

If your fixed plant and machinery, produce or other lifestyle block assets suffer *accidental* loss or damage, which we accept under this policy, we may choose to settle your claim in one of the following ways.

### We'll pay the cost of repairing or replacing items that are less than 6 years old

We'll pay the cost to repair or replace any item of fixed plant and machinery, produce or other lifestyle block asset that is less than 6 years old. We won't deduct anything for wear, tear or depreciation.

### We'll pay the indemnity value for items that are more than 6 years old

For any item of fixed plant and machinery, produce or other lifestyle block asset that is more than 6 years old, we'll pay the *indemnity value*. The *indemnity value* is either the:

- *market value* of the item before the damage
- the cost to restore the item to a condition no better than when new, minus an amount for depreciation, wear and tear.

### If you don't want to repair or replace an item

If you don't want any item of fixed plant and machinery, produce or other lifestyle block asset repaired or replaced, we'll pay whichever is less:

- the *indemnity value*
- the cost of repairs.

We won't pay the cost to replace the item.

### We'll pay up to the sum insured for lifestyle block assets

Any amount we pay for any fixed plant and machinery, produce, or other lifestyle block asset, we'll pay out of your *sum insured* for lifestyle block assets.

## The maximum we'll pay for your claim

The maximum amount we'll pay is the following list, added together.

- The *sum insured* shown on your *schedule* for lifestyle block assets (including benefits and costs paid from within it).
- Any GST you've paid or that is payable on the *sum insured*.
- Any amounts we're required to pay under the Property owner's liability benefit (see page 69).

## WHAT WE DON'T COVER UNDER THIS POLICY — OVERALL EXCLUSIONS

### Communicable disease

We won't cover any loss, damage, interruption, liability, claim, cost, expense or any other sum of any kind that arises directly or indirectly out of, is contributed to by, or is in connection with any of the following.

1. Communicable disease.
2. The actual, or perceived, fear or threat of communicable disease.
3. Actions by any person, entity or public authority to respond to, control, prevent or suppress communicable disease.

Any other sum of any kind also includes any increased or additional costs or expenses of a claim that this exclusion does not otherwise apply to.

This exclusion:

- takes priority over any other term in this policy or any endorsement (including any that might contradict it)
- applies regardless of any other cause or event contributing at the same time or in any other order to 1–3 above.

When we say communicable disease, we mean any of these things.

- Any human, animal, plant or other disease that can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent, including without limitation, any:
  - virus
  - bacterium
  - parasite
  - other organism
  - any variation of any of the above, whether living or not.
- Any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956.

### Confiscation

We won't cover any loss, damage, or liability in any way connected to confiscation, acquisition, designation, or destruction by local or government authorities, or any decision of theirs.

### Criminal activity

We won't cover any loss, damage, or liability that is in any way connected to criminal activity carried out at, or involving, any property insured under this policy. However, we will cover you if you can prove you did not have reason to suspect that criminal activity was taking place.

### Cyber acts and incidents

We won't cover any loss, damage, liability, cost, or expense in any way connected to a *cyber act* or *cyber incident*. This exclusion does not apply if a loss covered by this policy causes a *cyber incident*.

However, if there's resulting loss or damage to your property caused by a *cyber act* or *cyber incident*, we'll cover it (unless it's excluded under another part of this policy).

## Data

We won't cover any loss, damage, liability, cost or expense of any kind in any way connected to:

- *Data* being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted or misappropriated
- errors in creating, amending, entering, deleting or using *data*
- total or partial inability or failure to receive, send, access or use *data* for any time
- any loss of use of *data*, or *data* being reduced in functionality, repaired, replaced, restored or reproduced
- the value of any *data*.

This exclusion applies whether any other causes or events contribute at the same time, or in any order, to any of the above.

## Deliberate damage

We won't cover loss or damage or liability in any way connected with deliberate or intentional damage caused by:

- you (or anyone acting for you)
- anyone who normally lives with you (including a boarder)
- any guests in your home
- any *tenant*, or their guests.

However, we'll cover loss or damage from a fire or explosion that follows malicious or deliberate damage by *tenants* or their guests.

This exclusion does not limit cover under the Home cover Optional benefit — Landlord's extension (Malicious damage or theft).

## Failure to take care of your property

We won't cover any loss, damage, or liability that is in any way connected to you failing to either:

- keep your property in good repair
- take all reasonable steps to prevent loss or damage to it.

## Fraud

We won't cover any loss, damage, or liability in any way connected with fraud or fraudulent means used by you or anyone acting on your behalf to obtain benefit from this policy.

## Home defects

We won't cover loss, damage, or liability in any way connected with your home failing to include:

- materials
- a design
- a system
- or standard of workmanship

that effectively prevents or manages the presence or penetration of moisture or water that your home and contents might reasonably be subjected to.

## Loss of use, consequential loss, or loss of value

We won't cover any loss, damage, or liability that involves, or is in any way connected with loss of use, consequential loss, or loss of value.



## **Loss that's covered by ACC**

We won't pay for anything that you are able to recover under the Accident Compensation Act 2001.

However, this exclusion doesn't reduce or limit cover under either:

- Motor vehicle insurance Comprehensive cover — Personal injury benefit
- Boat insurance — Medical payments benefit.

## **Nuclear activity**

We won't cover loss, damage, or liability in any way connected with nuclear weapons, ionising radiation, or contamination by radioactivity from nuclear fuel, or the combustion of waste from nuclear fuel.

## **Terrorism**

We won't cover any loss, damage, or liability that's in any way connected with any *act of terrorism*, including biological, chemical, radioactive or nuclear pollution, nuclear contamination, or nuclear explosion.

## **War or hostilities**

We won't cover loss, damage or liability that is in any way connected with:

- war
- acts of foreign enemies
- hostilities or warlike operations (whether war is declared or not)
- civil war
- military or usurped power
- rebellion
- insurrection
- civil commotion assuming proportions of or amounting to an uprising
- invasion
- revolution
- mutiny
- popular uprising
- military uprising.

## MAKING A CLAIM

If something happens and you think you may need to make a claim, first ensure that everyone is safe.

Then, contact us as soon as possible.

- Call **0800 269 252 (+64 9 363 4192)** from outside NZ)
- Or visit our website: [www.vero.co.nz/anzclaims](http://www.vero.co.nz/anzclaims)

Once we have all the information we need, we'll decide the best way to advance your claim.

### If you've been in a motor vehicle or boat accident

If you've been in an *accident* involving another vehicle or boat, gather as much information as you can. If you can, take pictures. Find out:

- the registration number of the other vehicle
- details of any other boats involved
- the details of any other driver or skipper involved — their:
  - name
  - address
  - phone number
  - insurance company details.
- if you can, the name and phone number of any independent witnesses.

### What you must do if something happens that might lead to a claim

When you need to make a claim, you must meet the responsibilities below:

#### **Tell the police if you suspect a crime**

If you think a crime has occurred, call the police. We may ask you for their reference number when you make your claim.

#### **Prevent further damage, but don't do repairs**

You must take all reasonable steps to prevent any further damage or loss to your property. Keep any damaged property. Give us access to inspect the damage or loss, and to arrange quotes for repair.

Apart from emergency repairs, you must not do or allow any repairs unless we've agreed to them.

#### **You may need to prove you own the property being claimed for**

When you make a claim, we may ask you for proof that you own the property you're claiming for, and evidence of its value.

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

#### **Don't admit fault, and don't act without our permission**

Unless we've agreed in writing, you must not do any of the following.

- Admit fault to a third party or their insurance company
- Make any settlement with a third party
- Incur any costs

Don't do anything that limits our ability to recover money from anyone who's responsible for the loss or damage.

## Help us with information and with legal proceedings

You must give us any information and help we ask for, as we consider, negotiate, defend, or settle any claim made on your policy.

This information or help could include:

- giving written statements
- giving interviews about the circumstances of the claim
- giving evidence in court
- using your legal right of recovery to recover any property or money from any other party, even if this only benefits us.

If you receive any letters, notices, or court documents that relate to the claim, give them to us as soon as possible.

If legal proceedings are brought against you relating to a possible claim on this policy, we can choose to defend you, and can deal with the case as we see fit. This includes any decision we might take to settle that claim.

If you face a claim for *damages* that this policy covers, we'll pay all reasonable legal and related costs of defending you. We'll only do this if we've agreed to do so in writing, and have appointed the solicitors. We won't pay any costs we haven't agreed to in advance. We won't pay any punitive or exemplary damages awarded against you.

## If you don't fulfil these responsibilities

If you don't fulfil the responsibilities outlined above, we may:

- reduce the amount we pay you
- refuse to pay your claim
- require you to pay back to us anything we've paid for the claim.

## You will have to pay an excess

The *excess* is the amount you must pay towards the cost of any claim.

More than one type of *excess* could apply — the specific circumstances of your claim will determine the total value of the *excess* you need to pay. Your *schedule* will show the different *excesses* that could apply, and their amounts. Special *excesses* that can apply are outlined below — whether they are shown on your *schedule* or not.

## You pay the excess in one of two ways

When you make a claim which we accept, we'll handle the *excess* in one of two ways.

- We'll ask you to pay the *excess* — either to us, or to the repairer directly.
- We'll subtract the *excess* from the money we pay you, when we pay your claim.

## One event, one excess

Usually, you'll pay an *excess* for every claim. However, if you need to claim under more than one policy with us for loss or damage caused by a single event at the same location, you'll only pay one *excess*. This will be the largest applicable *excess* of all your policies.

## Special excesses can apply to Home, Contents, or Lifestyle block insurance

### Home special excesses

We apply an additional special *excess*, if someone other than you is staying in your home at the time of the claim. If you:

- let your home to *tenants*, an additional *excess* of \$250 applies
- make your home available to anyone for casual use, and receive a payment in return, an additional *excess* of \$1,000 applies.

These *excesses* apply to all claims, except if the loss or damage is caused by fire, *flood*, or *natural disaster*.

### Contents special excesses

We apply an additional special *excess*, if someone other than you is staying in your home at the time of the claim. If you:

- share your home with *tenants*, flatmates or boarders, an additional *excess* of \$250 applies to every claim
- make your home available to anyone for casual use, and receive a payment in return, an additional *excess* of \$1,000 applies.

These *excesses* apply to every claim, except if the loss or damage is caused by fire, *flood* or *natural disaster*.

We'll also apply an additional \$500 special *excess* if we pay a claim under the optional Business tools, Moving house, or Storage of contents benefits.

### Lifestyle block special excesses

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

## Additional excesses can apply to Motor vehicle insurance

The types of additional *excesses* that might apply are explained below. Additional *excesses* must be paid on top of any others that apply.

### Imposed excess

Imposed *excess* — an additional *excess* that may apply to a particular vehicle.

### Special excess

Special *excess* — an additional *excess* that may apply to a particular person.

### International excess

International *excess* — an additional *excess* applying to any driver who, at the time of the accident, holds a driver's licence from any country other than New Zealand. We don't apply this *excess* if the driver's licence is from any of the countries considered exempt by Waka Kotahi New Zealand Transport Agency.

### Unnamed driver excess

Unnamed driver *excess* — an additional *excess* applying to any drivers who are not named on your *schedule*. This *excess* will only apply if you have chosen a voluntary named driver option, as shown on your *schedule*.

### New driver excess

New driver *excess* — an additional *excess* applying to any drivers aged 25 or over who held a New Zealand driver's licence for less than 12 months at the time of the *accident*.

### Underage driver excess

Underage driver *excess* — an additional *excess* that applies to any driver aged under 25 at the time of the accident.

### **If you're not at fault, your excess can be refunded for motor vehicle claims**

We may refund your *excess* for a motor vehicle claim, if we are satisfied that both of the following conditions are met.

- The driver or person in charge of your vehicle is free of blame.
- The person at fault is identified.

## WHAT YOUR RESPONSIBILITIES ARE

This section outlines the responsibilities you, and anyone else insured under this policy, must meet.

### You must give us correct information

All information you give us must be correct and complete. This includes all information you give us related to this policy, or any claim, including the answers to any questions we ask you. The information must be correct and complete whether you provide it, or someone else does on your behalf. If we're given incorrect or incomplete information, or if information is withheld, we can *avoid* your policy or decline any claim you make.

If you give incorrect or false information in relation to your claim, or if your claim is fraudulent in any way, we won't pay the claim. If your claim is fraudulent, your policy automatically ends — we will cancel your policy from the date you made the claim or gave us the false information.

If you give us incorrect or incomplete information, or if information is withheld, and your claim is declined or we *avoid* your policy, this may affect your ability to obtain insurance in the future.

### You must tell us if anything changes — call us on 0800 831 123

We need to know if things change — whether it's your email address or your circumstances.

#### Keep your details up to date

Tell us if your details change — like your payment details, phone number, or email or postal address.

#### Tell us if your circumstances change

Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the premium we charge. Here are some examples of situations you need to tell us about.

- You make structural changes or additions to your home.
- You're going to leave your home or lifestyle block *unoccupied*.
- You or someone living with you at your home or driving your vehicle is convicted of a criminal offence.
- You modify your vehicle from the manufacturer's standard specifications.
- The address where you normally keep your vehicle or boat overnight changes.

If you're not sure whether something is important, tell us anyway. If you don't keep us up to date, we can refuse a claim, reduce a claim payment, or *avoid* your policy.



#### **If we avoid your policy**

If we *avoid* your policy, we treat it as though it never existed. You will have to pay back any claim payments we have made to you, and we will refund you any premium you have paid to us.

You might have difficulty getting other insurance in future if we *avoid* your policy.

### You must take all reasonable steps to prevent loss

You must take all reasonable steps to prevent or minimise loss, damage, or liability. You must keep your property safe and sound and well-maintained. We won't cover you if you act recklessly, or fail to act, and this causes loss, damage, or liability.

## If you're paid reparation, you may need to pay it to us

If anyone covered by this policy is paid *reparation* for loss or damage to property that we are paying (or have paid) a claim for, you must tell us. You must give us the *reparation* payments to repay the claim payments that we have made, up to the amount of the *reparation* received.

## You can't pass on your rights or interests under this policy

Without our prior written agreement, you can't assign, or attempt to assign, either of the following to any other party:

- this policy or your interest in it
- your rights to any claims proceeds under this policy.

## You're responsible for setting your Contents sum insured

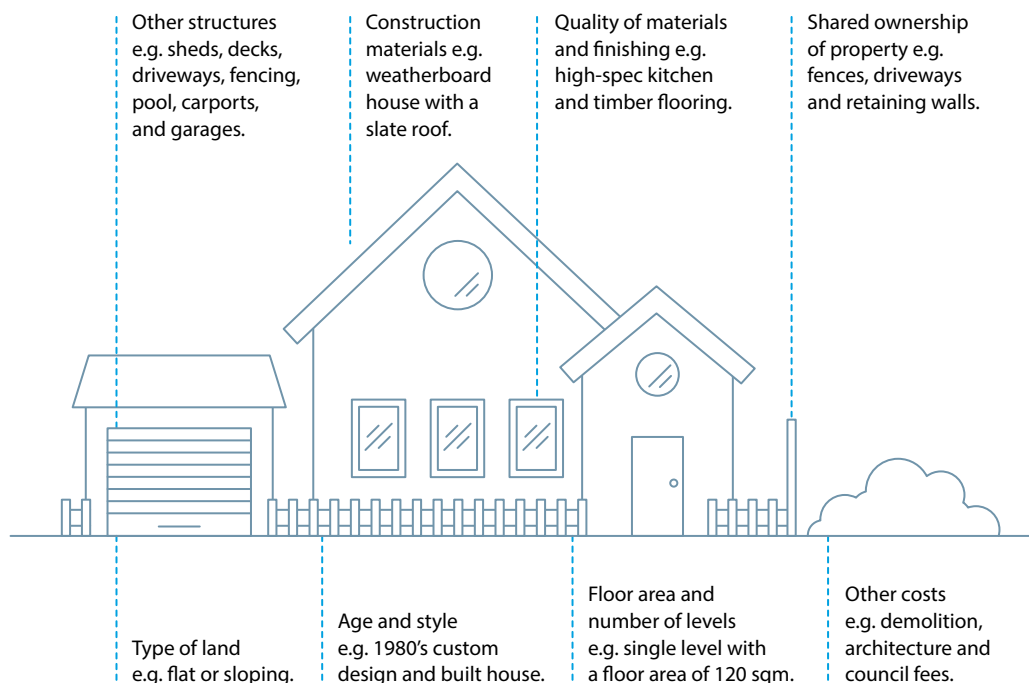
You are responsible for setting your contents *sum insured*. You must ensure at all times it is sufficient to cover loss or damage to your contents.

## You're responsible for setting your Home sum insured

Your home *sum insured* is the figure you estimate as the total cost of rebuilding your home, including all associated costs. It is not the value of your property on the open housing market.

You must review your home *sum insured* regularly, as it's your responsibility to ensure you have enough insurance cover to rebuild your whole home if you need it.

### WHAT TO CONSIDER WHEN ESTABLISHING A SUM INSURED



## Landlord's responsibilities — what you must do if your home is tenanted

If your home is *tenanted*, you must meet the responsibilities below. If you don't meet all of these, we can refuse to pay your claim.

### Select tenants with care

You must take all due care when you select *tenants*. This includes:

- getting satisfactory written references before the start of the tenancy
- keeping records of the checks you made and the references you were given, so you can give them to us if needed when you make a claim.

### Inspect the property every time the tenancy changes, at least once every 6 months

You or your managing agent must inspect the property inside and out at least every 6 months — more often if the *tenant* changes. You must also keep photos and written records of the condition of the property at the time of the inspection. You need to give them to us if we ask for them when you make a claim.

### Seek overdue rent and minimise loss

You must not refund the bond to the *tenant* if:

- the *tenant* is potentially legally liable for the loss or damage (including loss of *rent*) that you're claiming for
- you can lawfully withhold some, or all, of the bond.

### Seeking overdue rent if you've chosen Landlord's extension

If you've bought Landlord's extension, then you or your managing agent must also monitor *rent*. You must write to the *tenants* if the *rent* is 10 days overdue. If you don't get the *rent* within a further 5 days, you or your agent must personally deliver a second letter saying the *tenant* must pay the overdue *rent*. You or your agent must determine whether the *tenants* are still living at the property.

You must also minimise any claim for your loss of *rent* by taking all reasonable steps to find suitable new *tenants* as quickly as possible. You must give us records of the steps you took if we ask for them.



## POLICY CONDITIONS AND OTHER IMPORTANT INFORMATION

### Your premium

Your premium is the payment you make in exchange for your insurance cover. Your premium is detailed on your *schedule*.

### Paying your premium

Your insurance policy is an annual contract. You can choose to pay annually in full, or in instalments.

Your premium will be higher if you don't pay annually, as we charge you instalment fees.

Making changes to your policy details may affect the premium you need to pay or have paid for the remainder of your *period of insurance*.

If you pay annually and don't pay the full amount, we may reduce the *period of insurance* to align with the amount you paid.

### Your premium must be paid up to date, before we'll pay a claim

If you need to make a claim and your premium is less than 28 days overdue, we may do one of these things:

- withhold the claim payment until you've paid the overdue premium
- deduct the overdue premium from the claim payment.

### Your policy ends if your premium is more than 28 days overdue

If your premium is overdue by more than 28 days, your insurance cover under this policy ends. Cover stops from the date you have paid up to.

### Your Home insurance reduces after a claim, before repairs are done

If we pay a claim for loss or damage to your home, your policy continues. However, the amount of cover available to pay future claims out of the home *sum insured* reduces by the value of the loss or damage.

We restore the amount of cover in line with the repair or rebuilding of the part that had the loss or damage. But before we can restore the amount of cover, both these things must happen.

- You must pay any extra premium that we may charge.
- We must be satisfied that the home *sum insured* shown on your *schedule* is a reasonable estimate of the cost of repairing or rebuilding the entire home.

If you choose not to rebuild your home following a *total loss*, this condition won't apply, and your policy will end.

### Your Contents insurance reduces after a claim, before contents are repaired or replaced

If we pay a claim for loss or damage, your policy continues. However, the amount of money available to pay future claims out of the contents *sum insured* reduces. It reduces by the value of the loss or damage.

We'll restore the amount of cover in line with either:

- the replacement or repair of the contents
- the payment we make to you for their loss or damage.

Before we restore any of your cover, both these things must happen.

- You must pay any extra premium that we may charge.
- We must be satisfied that the contents *sum insured* shown on your *schedule* is a reasonable estimate of the replacement or *indemnity value* of your contents.

If your claim is for the *total loss* of your contents, or if we pay the total contents *sum insured*, this condition won't apply, and your policy will end.

## Your Lifestyle block insurance reduces after a claim, before repairs are done

If we pay a claim for loss or damage, your policy continues. However, the amount of money available to pay future claims out of the relevant *sum insured* reduces by the value of the loss or damage.

We'll restore the amount of cover in line with the repair, rebuild, reinstatement or replacement of the lifestyle block assets. But before we can restore the amount of cover you must do both of the following.

- You must pay any extra premium that we may charge.
- We must be satisfied that the *sum insured* for your lifestyle block assets on your *schedule* is a reasonable estimate of the replacement or *indemnity value* of the lifestyle block assets.

This condition won't apply if you choose not to replace your lifestyle block assets after a *total loss*, or if we pay the total *sum insured* for your lifestyle block assets. In that case, your policy will end.

## How your policy can be cancelled

### You can cancel your policy

#### You have a cooling-off period if you change your mind

When you first purchase this policy, you can cancel your policy within 30 days if you change your mind. We'll refund all the premium you've paid, if you haven't made a claim.

#### You can cancel after the cooling-off period

You can cancel your policy at any time after the 30-day cooling-off period. If you haven't made a claim, we'll refund any premium you've already paid for insurance cover after the cancellation date.

### We can cancel your policy

#### We can write to you to cancel your policy

We can cancel this policy at any time by writing to you at the address or email address on our records. Your policy will be cancelled from 4.00pm on the 14th day after we send the letter. We will refund any premium you've already paid us for cover after the effective date of the cancellation.

#### We'll cancel your policy if you make a fraudulent or false claim

If you make a fraudulent or false claim, this policy automatically ends. We don't need to cancel it in writing, but we may confirm to you in writing that it was automatically cancelled at a particular time. We refund any premium you have already paid for cover after the cancellation date.

## We may offer to renew your policy

We usually offer to renew your policy towards the end of the current *period of insurance*. Before the current *period of insurance* ends, we'll send you a letter or email telling you about the premium for the next period and any changes to your cover.

Make sure you read this letter, and follow any instructions it gives you. This will include reviewing your *sum insured* or *agreed value*, and contacting us if anything has changed. Telling us about any changes is important, as any missing, incomplete or incorrect information may affect cover for future claims or could mean we *avoid* your policy.

## We may automatically adjust your Home insurance sum insured at renewal

When we renew your policy, we consider factors that can influence the cost of repairing, rebuilding, or other costs.

As a result, we may adjust the *sum insured* for your home. If we do, we'll show your new home *sum insured* on your *schedule*, and adjust your premium accordingly. You do not need to accept this adjusted home *sum insured*. If you do not accept the adjusted home *sum insured*, you must contact us to change it before your policy renews. However, you can change your home *sum insured* at any time during the *period of insurance*, as long as no loss or damage has occurred.

Any adjustment we make to the home *sum insured* is not made with any knowledge of your personal circumstances. It is for your information only. We don't guarantee, represent or advise that any change to your home *sum insured* will be enough to compensate you fully for any loss or damage. You must always ensure your home *sum insured* is enough to cover loss or damage to your home and associated costs.

## We may automatically adjust your Contents insurance sum insured at renewal

When we renew your policy, we consider factors that can influence the cost of repairing or replacing items of contents.

As a result, we may adjust the *sum insured* for your contents. If we do, we'll show your new contents *sum insured* on your *schedule*, and adjust your premium accordingly. You do not need to accept this adjusted contents *sum insured*. If you do not accept the adjusted contents *sum insured*, you must contact us to change it before your policy renews. However, you can change your contents *sum insured* at any time during the *period of insurance*, as long as no loss or damage has occurred.

Any adjustment we make to the contents *sum insured* is not made with any knowledge of your personal circumstances. It is for your information only. We don't guarantee, represent or advise that any change to your contents *sum insured* will be enough to compensate you fully for any loss or damage. You must always ensure your contents *sum insured* is enough to cover loss or damage to your contents, and associated costs.

## If your Motor vehicle is insured for agreed value, the agreed value may change at renewal

If your *schedule* shows your vehicle is insured for *agreed value*, we may choose to adjust the *agreed value* of your vehicle as it depreciates with age and use. We'll show the new *agreed value* on your *schedule* — you accept this by paying your premium.

If you'd like to discuss the *agreed value*, just get in touch.

## We don't cover you if you breach these terms

To be covered under your policy, you must comply with the terms and conditions outlined in this policy wording.

If we find that anyone insured under your policy has breached any of these terms or conditions, we can decline a claim, or reduce the payment. However, nothing in this policy wording affects our right to *avoid* your policy.

If more than one person is insured under your policy, any breach of the policy terms or conditions by one person will mean that any insured person will be prevented from claiming under this policy.

## We may change the terms of the policy

If we can no longer get full reinsurance protection from the *natural disasters* this policy covers, we may change the terms of your policy, including the *excess*. We'll send a letter or email to the latest address we have for you. The change takes effect at 4pm on the 14th day after we send the letter. If you do not agree with the new terms, you can cancel your policy.

## How GST applies when we pay a claim

Dollar figures for benefits, *excesses*, and limits to items in this policy include GST. However, we'll pay GST that is paid or payable on top of the relevant *sum insured*.

## We only pay once if more than one policy could apply

We'll only pay once under one of your policies for the same loss or liability. This is the case even if you have more than one policy or benefit with us that could apply.

## We don't cover you if you have other insurance

We won't cover you for loss or liability where insurance cover is provided by another insurer for the same loss or liability.

## If your property is secured by an interested party

If your property is mortgaged, or secured by another kind of financial agreement, we may make any claim payment to the interested party. This will discharge our obligations to you under your policy.

## We'll note variations (like special conditions) on your schedule

If we set any special conditions, limitations, or *excesses* for your policy, we'll note them on your *schedule*.

## We work in New Zealand dollars

We pay claims in New Zealand dollars. All the figures in this policy are in New Zealand dollars.

## New Zealand law applies to this policy

This policy is governed by New Zealand law and New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

When this policy mentions an Act of New Zealand Parliament, this includes any substitution, amendment, or replacement of the Act. If the Act has been repealed and there is no substitution or replacement, we mean any part of an Act with substantially the same purpose and function. It includes the regulations under the Act.

## How Government EQC cover works when you insure more than one site

If your policy covers property at more than one named location, each place is considered a separate insurance policy for the purposes of the Earthquake Commission Act 1993.

## Your privacy and personal information

We collect and hold the personal information you gave when you bought this policy. We use this information to:

- evaluate your insurance requirements
- determine whether to give you insurance cover and, if so, on what terms
- administer your policy and any claims.

We also collect and hold the personal information you give us while you're insured with us, including when you make a claim. We hold your personal information in accordance with our Privacy Statement, which you can find on our website at [vero.co.nz/privacy](https://vero.co.nz/privacy)

By taking out this policy, you permit us to tell ANZ if premium payments for your policy are overdue. If ANZ facilitates your interactions with us, ANZ may also collect and hold information about that fact. ANZ also receives information about your policy from us so they can:

- monitor your insurance requirements
- carry out market research, data processing and statistical analysis.

ANZ holds this information in accordance with ANZ's Privacy Statement, which you can find on ANZ's website at [anz.co.nz/privacy](https://anz.co.nz/privacy)

## Your rights to access and correct your information

You have the right to access and correct the personal information that Vero and ANZ hold about you, under the Privacy Act 2020.

To contact Vero, write to:

Vero Insurance  
Private Bag 92120  
Auckland 1142  
New Zealand

To contact ANZ about your personal information, call 0800 269 296 or visit any ANZ branch.

Vero or ANZ may charge a fee and may transfer your request to the other party to respond to.

## You permit us to use the Insurance Claims Register

In buying this policy, you allow us put details of any claims you make on the Insurance Claims Register (ICR) so other insurers can see them. You also allow us to obtain personal information and details of claims you've made from the ICR.

The ICR is a database of insurance claims. It helps prevent insurance fraud by enabling insurance companies to share details of claims. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington 6140.

## DICTIONARY OF DEFINED WORDS

This section defines some words and phrases that have specific meanings in this policy wording booklet. When we use the words or phrases below, we use *italics*, and we mean the definition we give in this section.

### ***Accessory, accessories***

Accessories are:

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

### ***Accident***

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

### ***Accidental, accidentally***

Sudden and unforeseen, and not intentionally caused or expected by you.

### ***Act of terrorism***

Any act which:

- may include the use of force or violence, or the threat of its use; and
- is carried out or arranged by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

From its nature or context, the act:

- is done for, or in connection with, political, religious, ideological, ethnic or similar purposes; and
- may include the intention to influence any government or to put fear in the public or any section of the public.

### ***Agreed value***

The amount we agree to insure your vehicle for, as shown on your *schedule*.

### ***Avoid (a policy)***

We'll treat your policy as though it never existed, in accordance with the legal principles which govern the duty of disclosure and its remedies.

### ***Bodily Injury***

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

### **Computer system**

Any of the following in any configuration:

- computers, hardware, and software
- communications systems
- electronic devices, including smart phones, laptops, tablets, and wearable devices
- electronically controlled equipment, including data processing equipment
- server, cloud or microcontroller equipment
- any similar system, input, output, data storage device, networking equipment or back up facility.

### **Cover type(s)**

One of the three types of insurance available under the Motor vehicle policy wording:

- Comprehensive
- Third Party, Fire and Theft
- Third Party Only.

Your *schedule* shows which *cover type* applies to your vehicle.

### **Cyber act**

One or more unauthorized, malicious or criminal acts, involving accessing, processing, using or operating any *computer system*. *Cyber act* also includes the threat or hoax of these acts.

### **Cyber incident**

Either of the following.

- Any error, omission or series of related errors or omissions involving accessing, processing, using or operating any *computer system*.
- Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using or operating any *computer system*.

### **Damages**

Money you have to pay because of a judgment against you, a settlement we negotiate, or both. Damages can include the other party's costs, and interest.

Damages does not include:

- punitive or exemplary damages
- *reparation*
- fines
- taxes
- any other kinds of penalty or compensation, financial or not
- any other payment that is unlawful to insure against.

### **Data**

Any kind of information, including facts, concepts or code.

In this definition, we mean information that is converted, recorded or transmitted in a form that a *computer system* can access, communicate, display, distribute, interpret, process, transmit, store or use.

**Drone(s)**

Unmanned, unpiloted, or remotely operated aerial devices.

**Excess(es)**

The amount you must pay towards the cost of any claim.

**Flood**

The inundation of land by water that has:

- escaped or been released from the normal confines of the sea, a watercourse, reservoir, pond, dam, or lake
- run off, accumulated, or pooled.

The definition does not apply if only your property is inundated by water.

**Healthcare practice**

The part of your home that you use only to run your business as a health practitioner, as defined by the Health Practitioners Competence Assurance Act 2003. This includes any area your customers use to access your home.

**Home office**

The part of your home that you use only for business that's administrative, clerical, or professional. This includes any area your customers use to access that part of your home.

**Indemnity value**

Either of the following:

- the value of the damaged property immediately before the damage
- the cost to restore it to a condition no better than when it was new — less an amount for depreciation, wear, and tear.

**Injury, injuries**

External or internal bodily injury caused solely, directly, and independently of any other cause by one of the following:

- Violent, *accidental*, external, and visible means (including exposure to the elements or by inhaling water or gas)
- A medical misadventure or treatment injury (as defined by the Accident Compensation Act 2001).

**Market value**

The reasonable:

- value of the contents immediately before the loss or damage — for contents insurance
- second-hand value of your vehicle immediately before the loss or damage, based on factors including your vehicle's age, condition, and kilometres travelled — for motor vehicle insurance
- value of your boat or other property immediately before the loss or damage — for boat insurance
- value of your lifestyle block assets immediately before the loss or damage — for lifestyle block insurance.

**Natural disaster(s)**

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

**Period of insurance**

The timeframe we provide your insurance cover for (usually 12 months), as shown on your *schedule*.

**Rent**

The payments due to you from *tenants* for your home under the current *tenancy agreement*.

**Reparation**

An amount a New Zealand court orders you to pay under section 32 of the Sentencing Amendment Act 2014 to the victim of an offence. Reparation does not include:

- reparation resulting from prosecution of an offence under the Health and Safety at Work Act 2015
- *damages*, court cost, fines, penalties, any other kind of penalty (financial or not), taxes, and any payment that is unlawful to insure against
- your legal defence costs or expenses in relation to an offence.

**Schedule**

The most recently issued policy schedule, policy change, endorsement, expiry notice, or renewal notice issued to you.

**Sum insured**

The amount your *schedule* shows for a particular item.

**Tenancy agreement**

A written contract lasting for at least 90 days, giving the *tenants* the right to occupy your home in exchange for regularly paying *rent*.

**Tenant, tenants**

The person (or people) who sign a *tenancy agreement* with you, including their spouse or partner and their family.

**Tenanted**

Your home is occupied by *tenants* and your *schedule* shows your home is occupied by *tenants* or is a rental property.

**Total loss**

We have declared that your property is damaged beyond economic repair or is stolen and remains unrecovered.

**Uninhabitable**

We, or government or local authorities, determine your home is not a safe or sanitary place to live because of actual, possible, or impending physical damage — and we or they have therefore given you notice of this.

**Unoccupied**

No one has slept overnight in your home with your permission, within the last 60 days.





