

# Home

## Policy Wording

Issue Date: 11<sup>th</sup> May 2017



## User guide

This Policy Wording has been designed so that you can go directly to the information you want to read:

- **Tabs (far right)**  
Click on each tab to take you specific sections of this Policy Wording.
- **Contents (opposite)**  
Click on the sub-headings to go to a specific page.
- **Product guide (overleaf)**  
Click on the sub-headings to go to a specific page.
- **Return to Contents (bottom)**  
Click on 'click here to go to contents page' to return to the contents page.
- **Previous (bottom left) and next (bottom right)**  
Click on either of these to move to the next page or to go back to the previous page.
- **Page thumbnails (top left)**  
Click on the thumbnails icon. Next, scroll through the thumbnail images and click on the image to go to a specific page.

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## Product guide

<ul style="list-style-type: none"> <li>● Covered</li> <li>○ Optional cover</li> <li>✘ Not covered</li> </ul>	Building	Contents
Theft	●	●
Fire	●	●
Earthquake	●	●
Explosion	●	●
Riot	●	●
Storm	●	●
Flood	●	●
Escaping Water	●	●
Impact	●	●
Intentional Damage	●	●
Legal Liability and Reparation	●	●
Temporary Accommodation: Insured Events	●	●
Temporary Accommodation: Emergency Evacuation	●	●
Burnout of Electric Motors	●	●
Broken Glass and Ceramics	●	●
Locks and Keys	●	●
Landlord's Loss of Rent	●	●
Landlord's Furnishings	●	✘
Clean Up and Professional Fees	●	✘
Emergency Repairs	●	✘

<ul style="list-style-type: none"> <li>● Covered</li> <li>○ Optional cover</li> <li>✘ Not covered</li> </ul>	Building	Contents
Building Modifications	●	✘
Contents Outside	✘	●
Contents in Transit	✘	●
Cover while you Move	✘	●
Tenant's Liability	✘	●
Food Spoilage	✘	●
Funeral Expenses	●	●
Multiple Births	✘	●
Sporting Awards	✘	●
Counselling Services	●	●
Contents Accidental Loss or Damage	✘	○
Building Accidental Damage	○	✘
Fixtures and Fittings Upgrade	✘	○
Lessee/Tenant: Default and Damage	○	○
Contents in Commercial Storage	✘	○
Business Items	✘	○
Pet Injury	✘	○
Storm Surge	✘	✘

This product guide does not replace or vary our Policy Wording. Please read the entire Policy Wording for details of features and benefits.

## Policy Wording

This Policy Wording has been designed to help you make an informed decision about our insurance product. It explains the product's features, benefits, conditions and exclusions, to help you to compare it to similar insurance products.

If you buy a policy from us, the cover you choose will be shown on your policy schedule.

Your contract with us is made up of the Policy Wording together with your most recent policy schedule and your application for insurance or renewal. Please read all the information in this Policy Wording and your policy schedule carefully and contact us if you have any questions.

## Our promise of cover

If you pay your premium by the agreed date and fulfil the conditions of your contract, we will provide you with cover for the contract period as shown on your most recent policy schedule, in accordance with the terms and conditions of this Policy Wording. We may make changes to the Policy Wording during your contract period that will not negatively affect your cover without notifying you. However, details of any changes will be available on our website.

## Cooling off period

The cooling off period is the first 20 calendar days from:

- the policy start date (if you change the start date the cooling off period applies from the original start date); or
- the renewal date.

## Cancelling your policy

You may cancel your policy at any time during the cooling off period and we will refund your payment in full and waive the cancellation fee. This does not apply if a claim has been made under your policy. You may cancel your policy at any time after the cooling off period and we will refund the unused pro-rata portion of your premium.

To cancel your policy please call us on **0800 00 YOUI (9684)**. If you send us a written request to cancel your policy, we will call you to ensure your interests and privacy are protected and to verify your cancellation request.

We may cancel your policy by giving you three business days written notice if you do not meet your responsibilities or as permitted by law. If we cancel your policy, we will refund to you the unused pro-rata portion of your premium.

A cancellation fee of \$33 including GST will apply to all cancellations except during the cooling off period where there has been no claim.

## Premium

We decide how much to charge you based on commercial considerations and other reasons that we consider important, including but not limited to:

- the construction type of your buildings;
- the address of the premises;
- the sum insured;
- the value of extra benefits included in your policy;
- your choice of payment method;
- your claims history; and
- administration costs, taxes and government charges.

Premium payment/s can be made by direct debit from your nominated bank account or credit card. We will debit the account on the date shown on the payment schedule on your Tax Invoice. If the payment date falls on a non-business day, we will debit your account on the next available business day.

If the premium is unpaid on the due date, we may resubmit the payment request within 14 calendar days. If any premium remains unpaid for a period of 14 calendar days or more, we may refuse to pay your claim. If any premium remains unpaid for a period of one calendar month or more, we may cancel your policy as permitted by law.

Youi's Premium Payment Guide contains important information about premium payment/s and is available at [www.youi.co.nz](http://www.youi.co.nz).

## Goods and services tax

All insured amounts shown in your policy are in New Zealand Dollars and include Goods and Services Tax (GST). When you claim under your policy with us, all amounts we pay will be inclusive of GST, up to the maximum claim amount shown in your policy.

## Your duty of disclosure

- If you do not answer our questions honestly and completely, we may reduce or refuse your claim and/or cancel your policy and/or avoid your policy from its start date as permitted by law.
- You must tell us everything you know, or could be reasonably expected to know, that is relevant to the cover you have chosen, including information about the property you want to insure, yourself and all the people you want to cover under your policy.
- We need correct, truthful and complete information from you to decide whether or not to insure you, how much premium to charge you for our products and whether we need to apply any special conditions to your policy.
- We will ask you a number of questions before we offer, extend, vary or reinstate any cover. This includes when you make use of our website to extend, vary or reinstate cover. You must answer all our questions correctly, truthfully and completely. We will not ask you to tell us anything that the law allows you to keep private.
- You must immediately tell us about any changes to the information you gave us when you took out or last changed your policy, including but not limited to changes to the insured property, the address where the insured property is kept, the people covered by your policy and anything else that may affect your policy or our decision to accept the risk.

- If you receive a renewal invitation from us you must check all the details and tell us immediately about any changes to the information you gave us when you took out your policy or that have occurred during the term of your policy, including but not limited to changes to the insured property, the address where the insured property is kept, the people covered by your policy and anything else that may affect your policy or our decision to accept the risk. Any changes to your information may cause us to change our decision to offer renewal of your policy, or the terms on which we offer such renewal.

### You do not have to tell us of any matter which:

- reduces our risk of providing you the cover requested;
- is common knowledge;
- we know already or should know in the ordinary course of our business; or
- we have waived your duty of disclosure for.

### Authorised persons or agents

Any person or agent you authorise to act on your behalf in relation to your policy is bound by your duty of disclosure. When answering any of our questions, the authorised person or agent is deemed to have the appropriate authority and knowledge to do so.

## Your responsibilities

Your responsibilities are important requirements that you must fulfil in order to be covered under your policy. If you do not fulfil any or all of your responsibilities, we may reduce or refuse your claim and/or cancel your policy as permitted by law.

### You must:

- **Factually provide information about other people covered on your policy.**

Where you provide information about other people while getting a quote, buying or amending a policy, you must ensure that the information is factually correct.

- **Check your policy immediately.**

Read and check your policy schedule carefully. If any information is incorrect or incomplete, please make all necessary changes immediately by calling **0800 00 YOU! (9684)**.

- **Make your first premium payment.**

You must ensure your first premium payment is paid by the agreed date in order to be covered.

- **Make your subsequent instalment premium payments.**

You must ensure that your instalment payments are made by the agreed dates in order to be covered.

- **Notify us of any changes to your payment method.**

You must notify us immediately of any changes to your nominated bank account or credit card and supply us with alternative account details prior to the date of your next payment.

- **Provide proof of ownership.**

In the event of a claim, you must provide adequate proof of value and ownership of any insured property for which you claim. You should ensure that you obtain and keep regular written valuations for items of a unique nature such as jewellery, watches, paintings or works of art from qualified, experienced and reputable valuers. Valuations should include a full detailed description of the property that would assist us to replace the item if necessary.

- **Maintain a valid email address.**

You must provide us with a valid email address that you have regular access to and notify us of any change to the email address during the course of the policy period.

- **Notify us of all incidents within 30 calendar days.**

You must notify us of any incident involving the insured property within 30 calendar days of becoming aware of the incident. The details that must be provided to us include:

- the location, date and time of the incident;
- a description of the circumstances surrounding the incident; and
- the particulars (name, address, phone number) of any third party that was involved in the incident.

This requirement applies whether you intend to claim or not. Failure to do so may prejudice you in lodging a claim or may prejudice us in defending a claim against you from a third party.

- **As a landlord with a tenancy agreement longer than 3 months.**

You or your agent must:

- exercise reasonable care in the selection of tenant/s by obtaining satisfactory written or verbal references;
- have a formal lease agreement between you and your tenant/s that specifies tenant details, the start and end dates, occupation dates and amounts payable;
- collect a bond and register it with the relevant authority;

- complete entry and exit reports with supporting photographs for every tenancy;
- complete an internal and external inspection of the rental property at a minimum of 6 monthly intervals and with every change of tenancy;
- keep a written record of the outcome of each inspection, and provide us with a copy of the record if we request it; and
- monitor rental payments in line with the payment frequency and send written notification to the tenant/s whenever rent is 14 days in arrears, together with a personal visit to determine the tenant/s occupancy.

## Renewing your policy

Before your policy expires we will review your policy, payment/s and claim/s and will send you a renewal invitation or an expiry notice.

**If you receive a renewal invitation from us** for the new period of cover, we may increase your sum insured to allow for the effect of inflation, and an additional amount for Contents to allow for the acquisition of additional items through the year.

You must check all the details recorded and tell us immediately about any changes to the information you have provided us when you took out your policy and any changes that have occurred during the term of your policy, including but not limited to changes to the insured property, the address where the insured property is kept, the people covered by your policy and anything else that may affect your policy or our decision to accept the risk.

Any changes to your information may cause us to change our decision to offer renewal of your policy, or the terms on which we offer such renewal. If you do not tell us, we may refuse or reduce your claim and/or cancel your policy as permitted by law.

To make changes to any of your details, please call us on **0800 00 YOUI (9684)** before the renewal date shown on your renewal invitation.

We will automatically renew your policy and continue to debit your premium from the payment account you gave us, unless you call us on **0800 00 YOUI (9684)** and advise us not to renew your policy. If you send us a written request to cancel this automatic renewal, we will call you to ensure your interests and privacy are protected and to verify your request.

**If you receive an expiry notice from us** we will advise you of the time and day your cover will expire.

## Fraudulent or dishonest claims

To keep our premiums competitive, we have a responsibility to all our customers to ensure that fraudulent or dishonest claims are not paid. We would never want to have to do this, however if you or any person acting on your behalf submits to us a claim or any information or documentation relating to a claim, which is in any way fraudulent or dishonest, we may refuse to pay the entire claim and cancel your policy as permitted by law.

If we refuse your claim for fraud or dishonesty, you agree to reimburse us for all costs we have incurred in connection with your claim, including investigatory and legal costs.

## Fair insurance code

We subscribe to the principles of the Fair Insurance Code.

Should you require more information or a copy of the Code contact the Insurance Council of New Zealand on 04 472 5230, visit their website on [www.icnz.org.nz](http://www.icnz.org.nz) or contact us.

As part of the Code and our commitment to you, if you are not completely happy with this product or our service please tell us about it.

## What do these words mean?

**Accident / accidental / accidentally** means an unforeseen, unintended, and unexpected event, which occurs suddenly and at a specific place and time.

**Buildings** means the private domestic residence and other buildings at the premises, including permanently attached fixtures, fittings and structural improvements, but excluding earthworks.

When deciding how much to insure your buildings for, you should calculate the replacement cost of your buildings at today's prices. The insured value you have chosen should also allow for the total cost of re-building your buildings, including replacement of all fixtures, fittings and structural improvements at the premises.

### Buildings exclude:

- loose carpets and rugs;
- curtains and other indoor window coverings;
- plants, trees, shrubs, grass and lawn;
- any temporary improvement or structure;
- houseboats, yachts, mobile caravans, motorhomes, tents, trams, rail carriages;
- trucks, buses or any vehicle or object converted into a home (whether or not it is an approved conversion);
- a building in the course of construction; or
- any commercial or business premises.

**Business items** means the equipment, instruments and tools you use in your trade or profession, that either belong to you or you are responsible for.

**Collection** means a group of objects which together has a greater market value than the total value of each object when valued separately.

**Common area** means the area of a Unit Title scheme, Company Share scheme or flats which does not form part of your lot or tenancy, including but not limited to garages, storage areas, parking areas, walkways and stairwells that are not secure and over which you do not have exclusive use under the rules of your body corporate or tenancy agreement.

**Contents** means the personal possessions that belong to you or members of your household, which are kept inside your private domestic residence or other buildings at the premises, that are securely locked and that you have exclusive use of.

Personal possessions also include loose carpets and rugs, curtains, blinds, windsurfing equipment, kayaks, canoes, surfboards, hobby aircraft, motorised wheelchairs and ride-on mowers.

Your contents policy also provides limited cover for removable property kept outside your private domestic residence but on the premises (refer to Extra Cover: Contents Outside).

### Contents exclude:

- animals;
- plants, trees, shrubs, grass and lawn;
- fitted carpets;
- building materials;
- credit, debit or other bank cards;
- unset gemstones, gold or silver bullion or coins, cash or other negotiable items;
- documents or manuscripts;
- business or trade stock;
- electronically stored data;
- any item displayed for sale;
- aircraft (except for hobby aircraft) or watercraft or associated spare parts, tools and accessories;
- mobile homes; or
- any vehicles or associated spare parts, tools and accessories, including but not limited to cars, caravans, motor homes, motorcycles, trailers, quad or three wheel motorcycles and golf carts.

Contents does not automatically cover Jewellery and Business Items. Jewellery can be covered by specifying the sum insured required, see the Sum Insured section. Business Items can be covered under Optional Cover: Business Items.



**Contract period** means the period, including the time and date, from the start or renewal of your policy to its expiry as noted on the policy schedule.

**Earthquake** means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or a fire arising from any one of these events.

**Employee** means anyone you employ, including any sub-contractors you or they employ, who work for you on a long-term, continuous basis under a contract of service.

**EQCover** means the insurance of the home and/or contents provided by section 20 of the Earthquake Commission Act 1993 or any Act in substitution of that Act.

**Excess** means the first amount you must pay in relation to each and every claim made under your policy.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal; or
- (g) a dam.

**Good condition** means the insured property is appropriately maintained, kept structurally sound and in a state of good repair to avoid damage, faults and defects.

**Hobby aircraft** means any machine or apparatus, with or without an engine, which is capable of flight and does not require a license to operate.

**Hotel, motel or bed and breakfast** means an accommodation business that is required to obtain certification and registration to operate.

**Household member** means any person who normally lives at the insured premises other than a tenant.

**Incident** means an unforeseen, unintended, and unexpected event, which occurs suddenly and at a specific place and time.

**Insured event** means an event for which you can make a claim under your policy.

**Insured property** means your buildings if you have buildings cover, your contents if you have contents cover, and both your buildings and your contents if you have both covers.

**Jewellery** means an adornment (such as a watch, bracelet, ring, necklace or earrings) which is made of a valuable material. Jewellery items may also be made up in pairs or sets.

**Lease** means a written lease or tenancy agreement between you and your tenant/s that specifies the start and end dates, tenant/s details and amounts payable.

**Lessee** means the tenant/s in whose name(s) the lease is registered.

**Locked boot** means the lockable boot with key lock entry, of a passenger car or the lockable tonneau cover with key lock entry, of a utility vehicle.

**Net rental income** means the amount of rental income you receive less any management expenses.

**Occupied** means that a household member or tenant is within the premises for at least eight (8) hours in a twenty four (24) hour period.

**Pair or set** means related or similar items that belong together.

**Premises** means the insured address, shown on your policy schedule, of the property upon which your buildings and/or within which your contents are located.

**Rental agent** means a licensed property manager or real estate agent.

**Rental arrears** means the lessee's rental payments were in arrears to the extent that a vacate/breach notice could have been issued in line with the Residential Tenancies Act 1986 (or any amendment or replacement legislation).

**Retaining wall** means a wall which is not part of the residential building, designed to hold back or prevent the movement of earth or water.

**Reparation** means the penalty and sentence imposed by a court in accordance with the Sentencing Act 2002 (NZ).

**Storm** means a violent atmospheric event which includes a thunderstorm, cyclone or strong wind with or without rain, hail or snow, but not rain showers alone.

**Sum insured** means the amount/s we agree to cover the insured property for. The amount/s and the details of the insured property are noted on your policy schedule and is the most we will pay if you claim for an insured event.

**Tenant** means a person or group that occupies and rents the insured premises from a landlord.

**Total loss** means when your insured property is damaged to the extent that we decide it is no longer economical or safe to repair, or it is stolen and not recovered.

**We / our / us** means Youi NZ Pty Limited.

**You / your / yours** means the policyholder/s, members of the policyholder's family living at the same address as the policyholder, and household member/s; or any person acting for one of these people.

## Sum insured and replacement value

Your buildings and contents are covered on a new-for-old basis. This means where we replace a damaged item we give you a brand new item which may be the current replacement model if the same one is no longer available. Also see the "What if you need to claim?" section for how we handle your claim.

You select your sums insured. The contents sum insured is made up of a number of components which are shown on your policy schedule.

1. To cover your contents and buildings:

- You select an **overall current replacement value** for contents and for buildings.

### For buildings

- Allow for the total cost of re-building, including replacement of all fixtures, fittings and structural improvements at the premises. The value of the land should be excluded because it is not covered.

### For contents

- Your jewellery is not automatically covered as part of your contents cover. To cover jewellery:
  - Where the individual value of any jewellery item, pair or set is more than \$15,000, select a **specific value** for each item, pair or set.
  - Select a **lump sum value** for the total replacement value of all jewellery items other than those already individually specified.

The value you select must be the replacement value of each item, pair or set.

- Where the individual value of any other contents item, pair or set is more than \$15,000, select a **specific value** for each item, pair or set. The value you select must be the replacement value of each item, pair or set.
- Where a specific value has not been selected for contents or jewellery, the most we will pay for a single item, pair or set is the lesser of the replacement cost, \$15,000 or the lump sum value you select.

For cover for Accidental Loss or Damage for your contents and jewellery not already specified, at and away from the premises, select Optional Cover: Accidental Loss or Damage. Specified items are not automatically covered above \$15,000; the option must be specifically selected for each item.

2. Where no specific limit is mentioned, the maximum amount payable for each incident is the sum insured noted on your policy schedule. Specific limits noted in the policy wording apply for the following:
  - **Insured Events:** Escaping Water;
  - **Extra Cover:** Legal Liability and Reparation, Temporary Accommodation: Insured Events, Burnout of Electric Motors, Broken Glass and Ceramics, Locks and Keys, Landlord's Loss of Rent, Landlord's Furnishings, Clean Up and Professional Fees, Contents Outside, Contents in Transit, Food Spoilage, Counselling Services.
  - **Optional Cover:** Lessee/Tenant Default and Damage, Contents in Commercial Storage, Business Items, Pet Injury.

## Insured events

Your contents and buildings are covered up to the sum insured shown on your policy schedule, for the following events where they occur at the insured premises.

### 1. Theft

#### What is covered?

Loss or damage to the insured property caused by theft, attempted theft or burglary at the premises.

#### What is not covered?

Loss, damage or legal liability resulting from any theft:

- from a garage or other buildings located at the premises, unless it was locked and secured and there are visible signs of forced entry;
- from a common area; or
- committed by a household member or a tenant of your premises or people you or your tenant allow onto the premises.

### 2. Fire

#### What is covered?

Loss or damage to the insured property caused by accidental fire. This includes fire caused directly by mechanical, electrical or electronic (including computer software) breakdown or failure.

Under your contents policy, loss or damage caused by soot or smoke from

- bushfire;
- accidental fire where the flames were within 10 metres of the buildings.

Where you have increased your sum insured on this policy within 72 hours of a bushfire occurring, cover will be limited to the sum insured that was effective 72 hours prior to the event.

#### What is not covered?

Loss or damage caused by fire arising from an Earthquake as this is more specifically covered under Insured Events: Earthquake.

Any loss, damage or legal liability caused by:

- soot or smoke damage to the building;
- bushfire during the first 72 hours of your policy commencing, unless:
  - you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover; or
  - you moved into the premises or signed a purchase or lease agreement for the premises on the same day your policy with us started;
- glowing, heat, smouldering, scorching or melting, where there were no flames.

### 3. Earthquake

#### What is covered?

Loss or damage to the insured property:

- caused by an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or a fire arising from these events;
- as a direct result of any of these events occurring, for up to 72 hours after the occurrence; or
- caused by measures taken under proper authority to avoid the spread or otherwise mitigate the consequences of these events.

The most we will pay under this section is the difference between your cover under EQCover and the sum insured for your buildings and/or contents, less excess.

### 4. Explosion

#### What is covered?

Loss or damage to the insured property caused by accidental explosion.

#### What is not covered?

Any loss of or damage to the item that exploded, whether or not we accept a claim for loss or damage caused by the explosion.

### 5. Riot

#### What is covered?

Loss or damage to the insured property caused by riot or civil commotion.

### 6. Storm

#### What is covered?

Loss or damage to the insured property caused by storm, lightning, wind, hail, snow and storm water overflow from roof gutters and their downpipes or from the area immediately around the premises. This includes instances where the storm causes mechanical, electrical or electronic (including computer software) breakdown or failure.

Where you have increased your sum insured on this policy within 72 hours of a storm occurring, cover will be limited to the sum insured that was effective 72 hours prior to the event.

#### What is not covered?

Any loss, damage or legal liability caused by:

- storm during the first 72 hours of your policy commencing, unless:
  - you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover; or
  - you moved into the premises or signed a purchase or lease agreement for the premises on the same day your policy with us started;
- storm surge, actions of the sea or tides or other oceanic activity;
- rising damp or seepage of water from the ground;
- rain, wind, hail or snow entering the building through open windows, doors or openings made for alterations, renovations or repairs; or
- rain, wind, hail or snow entering the building unless through an opening that was:
  - created by the storm; or
  - not created by the storm and that you could not have been reasonably aware of even though the building is in good condition.

The cost of removing or pruning fallen trees or branches or other objects that have not damaged the insured property.

## 7. Flood

### What is covered?

Loss or damage to the insured property caused by flood.

### What is not covered?

Any loss, damage or legal liability caused by:

- flood during the first 72 hours of your policy commencing, unless:
  - you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover; or
  - you moved into the premises or signed a purchase or lease agreement for the premises on the same day your policy with us started;
- actions of the sea or tides or other oceanic activity; or
- rising damp or seepage of water from the ground.

## 8. Escaping Water

### What is covered?

Loss or damage to the insured property caused by escaping water that occurred:

- suddenly and without warning; or
- slowly over a period of time and you could not have been reasonably aware of it.
  - If you have buildings cover the most we will pay after excess is \$7,500 in total for all buildings damage that occurs in a contract period.
  - If you have contents cover, the most we will pay after excess is \$7,500 in total for all contents damage that occurs in a contract period.

If a building claim is accepted, we will pay the reasonable cost to find the source of the escaping water. This cost is based on using the most appropriate method to find the source and we will also restore the damage caused while doing so.

### What is not covered?

Loss, damage or legal liability which was:

- caused by water escaping:
  - slowly over a period of time and you could reasonably have been aware of it;
  - from a leak in a shower base, recess or cubicle;
  - from a bath, shower or basin as a result of splashing while in use;
  - from a pipe that is designed to leak (such as an agricultural pipe); or
  - from a plant pot, vase, terrarium, beverage container, saucepan, bucket or watering can and watering systems or hoses;
- sustained by the item (such as a shower base, pipes, cisterns) from which the water escaped, whether or not we accept a claim for loss or damage caused by the escaping water;
- caused by rain water;
- caused because the insured property is not in good condition; or
- caused by rising damp or seepage of water from the ground.

## 9. Impact

### What is covered?

Loss or damage to the insured property caused by impact.

### What is not covered?

Loss, damage or legal liability caused by impact:

- to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment;

- caused by animals or birds kept at the premises;
- resulting from your actions, unless they were in relation to the operation of a vehicle. Any other loss, damage or liability arising from accidental impact resulting from your actions can be covered under Optional Cover: Buildings Accidental Damage or Accidental Loss or Damage; or
- resulting from the actions of your tenant/s, unless they were in relation to the operation of a vehicle. Any other loss, damage or liability arising from accidental impact resulting from the actions of your tenant/s can be covered under Optional Cover: Lessee/Tenant Default and Damage.

The cost of removing or pruning fallen trees or branches that have not damaged the insured property.

## 10. Intentional Damage

### What is covered?

Loss or damage to the insured property intentionally caused by any person not living at the premises.

### What is not covered?

Loss, damage or legal liability caused by a household member, tenant of your premises or people you or your tenant allow onto the premises.

## Extra cover

The Extra Cover listed below is automatically included in your policy and, where applicable, the most we will pay for each claim is noted.

### 1. Legal Liability and Reparation

#### What is covered?

Up to \$20,000,000 for your legal liability to pay:

- civil compensation for damages arising from an accident, which occurs in New Zealand during the contract period that results in death or bodily injury of a third party, or results in third party property damage. This includes your reasonable legal and defence costs; and/or
- reparation to a victim who has suffered accidental loss or damage of property, bodily injury, or death as a result of your committing an offence in New Zealand during the contract period, provided you tell us immediately if you were charged with an offence and we approve any offer of reparation.

If you own the buildings and have only insured your contents under this policy, we will not cover any legal liability you may incur as owner of the buildings.

If you have only insured your buildings under this policy, we will only cover any legal liability you may incur as owner of the buildings.

The most we will pay for your legal liability arising from accidental death or bodily injury of a third party is \$1,000,000. The most we will pay under this section for any one accident or series of accidents is \$20,000,000.

#### What is not covered?

Any claim for legal liability for loss of or damage to property that belongs to or is under your legal control, or that of a household member or any employees working for you or for a household member.

Any amounts that are covered under the Accident Compensation Act 2001 ("the Act"), or would be covered but for:

- a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act; or

- the victim's decision not to claim any amount he or she would be entitled to claim under the Act; or
- a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part.

Any legal defence costs, court costs, or levies arising from the prosecution of any offence and/or order to pay reparation under any New Zealand laws, by-laws and regulations.

Any claim for legal liability:

- arising from an incident occurring on the premises which are a Unit Title or Company Share building and a body corporate is responsible for taking out building insurance that would cover such an incident;
- arising from the death or bodily injury of you or to any household member; or
- which is covered by any other insurance policy.

Any claim for an accident that results in death, bodily injury, or loss of or damage to any property of a third party caused directly or indirectly by:

- the actions of your tenant or permanent boarder.
- a deliberate act or omission by you or a household member, including:
  - things done intentionally or left undone intentionally by you, or any person acting on your behalf, with reckless disregard for the consequences;
  - any act or omission that is dishonest, fraudulent, criminal, wilful or malicious;
  - gaining a personal profit or advantage that is illegal;
  - any person damaging, altering or in any way tampering or interfering with retaining walls or other building, structural or earth supports;
  - cutting or pruning trees, their branches or roots; or
  - you agreeing to take that liability upon yourself or where the loss arises only because you have admitted liability;

- legal action brought against you relating to defamation, libel or slander;
- civil or criminal penalties, fines or awards of aggravated, exemplary, punitive or multiple damages against you, however described;
- any event that you have organised or are legally responsible for where the event takes place away from the premises;
- the spreading of an infection or disease;
- the possession, supply or consumption of drugs or alcohol by you or a household member;
- an animal, unless it is a domestic cat or dog;
- any dog that:
  - was declared a dangerous dog by a government or local council agency including the SPCA;
  - has previously attacked another animal or person; or
  - has previously been the subject of a claim under this or any other policy of insurance;
- the ownership, possession, use or operation of any vehicle, watercraft or aircraft (except for a bicycle, mobility scooter, wheelchair, cart, hobby aircraft, or remote controlled toy);
- your buildings undergoing repairs or renovations of a value more than \$50,000;
- participation in or performance of any professional or semi-professional sporting activity;
- any activities directly or indirectly related to the premises being used for business, trade, professional or work purposes, including any acts or omissions of employees working for you or for a household member;
- an accident which occurred at a Unit Title or Company Share home in a common area, or other area for which a body corporate or a building manager is responsible; or
- use of your Tools of Trade whether for personal or business use, either at or away from the premises.

## 2. Temporary Accommodation: Insured Events

### What is covered?

#### Buildings

The actual cost you incur for your reasonably priced temporary accommodation for a period of up to 12 months while your buildings are being repaired or rebuilt, if you cannot live at the premises after an insured event for which a claim is accepted under your buildings policy and we agree that temporary accommodation is required.

The most we will pay for one month's accommodation on each claim is 1% of the buildings sum insured plus up to \$250 for pet accommodation. The most we will pay in total for each claim is 12% of the buildings sum insured plus up to \$2,500 for pet accommodation.

Due to circumstances, temporary accommodation may only be available in surrounding areas where no reasonably priced accommodation is available in your immediate area.

#### Contents

Where the premises is a Unit Title or Company Share building and a body corporate is responsible for taking out building insurance; the actual cost you incur for your reasonably priced temporary accommodation for a period of up to 12 months while your buildings are being repaired or rebuilt, if you cannot live at the premises after an insured event for which a claim is accepted under your contents policy and we agree that temporary accommodation is required.

The most we will pay for one month's accommodation on each claim is 1% of the contents sum insured plus up to \$250 for pet accommodation. The most we will pay in total for each claim is 12% of the contents sum insured plus up to \$2,500 for pet accommodation.

Due to circumstances, temporary accommodation may only be available in surrounding areas where no reasonably priced accommodation is available in your immediate area.

### What is not covered?

The cost of temporary accommodation:

- if you are not the owner occupier of the premises;

- incurred by you, after the expiry of a reasonable period estimated by us to repair or rebuild the buildings;
- if there is no intention to repair or rebuild the buildings;
- if you were not permanently living at the premises at the time of the insured event you have claimed for; or
- if you are not required to pay rent or have not incurred costs at your temporary accommodation.

Costs incurred as a result of damage to the temporary accommodation caused by you or the condition of the temporary accommodation at the time you vacate the premises.

Consequential costs that arise from you having to live in the temporary accommodation, such as the costs of travel to the temporary accommodation.

## 3. Temporary Accommodation: Emergency Evacuation

### What is covered?

The actual cost you incur for your reasonably priced temporary accommodation in relation to an emergency where the relevant local authority either instructed you to evacuate or prevented you from accessing the premises. We will pay the temporary accommodation costs up to the day you are allowed to return to the premises; the maximum period we will pay for is 30 days.

For any claim under this benefit, the basic excess is payable; if you have combined Buildings and Contents cover and the excesses differ, the lower basic excess is payable.

For any claim made solely under this benefit, an excess of \$200 is payable.

### What is not covered?

The cost of temporary accommodation if you are not the owner-occupier or tenant living at the premises at the time of the emergency evacuation.

Any additional costs over and above costs for the temporary accommodation itself.



#### 4. Burnout of Electric Motors

##### What is covered?

The reasonable cost of repairing or replacing burnt out electric motors caused by mechanical, electrical or electronic (including computer software) breakdown or failure. The most we will pay for each claim is \$1,000 after excess for building or contents.

For your buildings cover, the motors must be fitted at the premises. For your contents cover, the motors must form part of the household appliances at the premises.

##### What is not covered?

Loss or damage to burnt out electric motors if:

- the motor is more than 10 years old; or
- the motor is covered by a manufacturer or other warranty.

#### 5. Broken Glass and Ceramics

##### What is covered?

The reasonable cost of replacing broken glass or ceramic where the glass or ceramic:

- is fitted at the premises (including sky lights), if you have buildings cover with us. The most we will pay for each claim is 10% of the building sum insured; or
- forms part of your contents, if you have contents cover with us. The most we will pay for each claim is 10% of the contents sum insured.

We will also pay the reasonable cost of reconnecting any electrical components or to repair or replace picture, mirror or window frames or housings as the act of replacement necessitates.

##### What is not covered?

Loss or damage to:

- light bulbs or tubes;
- a glasshouse or conservatory;

- cooking or heating appliances;
- any items, furniture or furnishings outside your buildings; or
- a television, computer or any other electronic device.

Intentional damage to glass or ceramic caused by a household member or a tenant of your premises or people you or your tenant allow onto the premises.

#### 6. Locks and Keys

##### What is covered?

The reasonable cost of replacing the keys and/or locks to the external doors or windows of your home if the keys to your home are stolen. The most we will pay for each claim is \$500 after excess.

#### 7. Landlord's Loss of Rent

##### What is covered?

Where your building is rented out and no longer safe to live in we will pay the reasonable rental amount for the period it cannot be rented out up to a maximum of 12 months.

##### Buildings

Under your buildings policy, where a claim has been paid for loss or damage caused by an insured event, the most we will pay is the actual current net rental income up to a maximum of 10% of the buildings sum insured.

##### Contents

Under your contents policy, where your building is a Unit Title or Company Share building and a body corporate is responsible for taking out building insurance, the most we will pay is the actual current net rental income up to a maximum of \$2,000 per month for each claim where loss or damage was caused by an insured event.

##### What is not covered?

Loss of rental income:

- during any period where you or any person acting for you delays the repairs to your buildings;

- where your tenant still has an obligation to pay the rent;
- where you have contents cover only and the building is not a Unit Title or Company Share building;
- where the building was not occupied by a tenant or was vacant for more than 6 weeks prior to the date of the insured event; or
- as a result of non-payment by tenants only.

## 8. Landlord's Furnishings

### What is covered?

Under building cover, damage as a result of an Insured Event or Extra Cover, to your:

- furniture and furnishings;
- white goods including but not limited to washing machines, dryers, kitchen appliances and refrigerators; or
- loose carpets and floor coverings, curtains and internal blinds.

These items are covered at the insured premises if you are the landlord and the premises is rented out to a tenant.

The most we will pay for Landlord's Furnishings is \$10,000 after excess.

### What is not covered?

Theft or Damage by Tenant, unless you have selected Optional Cover: Lessee/Tenant Default and Damage.

This cover does not apply if:

- you have not told us that your building was rented out; or
- you have contents cover with us for the same premises.

## 9. Clean Up and Professional Fees

### What is covered?

The reasonable cost of demolishing and removing debris from the premises, and related professional fees for an engineer, architect or surveyor when a claim is accepted under your buildings policy. The most we will pay is 20% of the buildings sum insured.

### What is not covered?

That part of any professional fees that is not directly related to the damage claimed for.

## 10. Emergency Repairs

### What is covered?

The reasonable cost of emergency repairs needed to prevent further loss or damage and make your buildings safe and secure when a claim is accepted under your buildings policy.

## 11. Building Modifications

### What is covered?

Under your buildings policy, up to \$5,000 for modifications to the premises if you or a household member are impaired by permanent quadriplegia or paraplegia as a direct result of an Insured Event for which a claim has been paid under this policy.

### What is not covered?

Building modifications if you were not permanently living at the premises at the time of the Insured Event you have claimed for.

## 12. Contents Outside

### What is covered?

Under contents cover, loss or damage caused by an insured event to contents located:

- outside your home but at the premises, or
- inside other unlocked buildings at the premises.

The most we will pay for each claim is \$2,500 after excess; unless you have requested a higher amount and it is shown on your policy schedule.

### What is not covered?

Loss or damage to jewellery.

## 13. Contents in Transit

### What is covered?

Loss or damage to contents in transit, caused by a motor vehicle accident or fire while you are in the process of moving to another address, but only while your contents are inside the removal truck of a professional removalist, and if you have contents cover with us. The most we will pay for each claim is 20% of the contents sum insured.

## 14. Cover While You Move

### What is covered?

Loss or damage to contents at your new address, caused by an insured event, for a period of up to 14 days from the day you start your move to a new permanent address, if you have contents cover with us and we would have insured your contents at the new address.

## 15. Tenant's Liability

### What is covered?

Loss or damage caused by an insured event to your landlord's fitted carpets, fixtures and fittings if:

- you are the tenant of the rental property where your contents are located and insured under a policy with us; and
- you are responsible to arrange insurance cover for those items under the terms of your rental or lease agreement. The most we will pay for each claim is 10% of the contents sum insured.

### What is not covered?

Loss or damage caused to your landlord's fitted carpets, fixtures and fittings if there is another policy of insurance under which you or your landlord can claim for the same loss.

Your rental payments or your loss of any rental payments made as a tenant or your security bond, for any reason.

## 16. Food Spoilage

### What is covered?

Under contents cover, loss or damage to perishable food or medicines contained in a refrigerator or freezer at the premises caused by:

- an insured event;
- the public electricity supply failing to reach the premises;
- the sudden escape of refrigerant fumes; or
- electrical or electronic failure.

The most you can claim is \$250 per household member, up to a maximum of 6 people.

For any claim made solely under this extra cover an excess of \$200 is payable.

### What is not covered?

Loss or damage caused by:

- an accidental act or omission of a power supply authority;
- the deliberate act or omission of a power supply authority, unless in the interest of public safety.

## 17. Funeral Expenses

### What is covered?

\$5,000 to you or your estate if you or a household member dies as a direct result of an Insured Event for which a claim has been paid under this policy.

### What is not covered?

If the deceased person was not permanently living at the premises at the time of the Insured Event you have claimed for.

## 18. Multiple Births

### What is covered?

Under contents cover, we will pay the sum of \$100 per baby, if you or a member of your immediate family who lives with you, give birth to two or more babies from the same pregnancy conceived during the term of your policy. This amount will only be paid once during the term of your policy. No excess is applied to a claim under this benefit.

## 19. Sporting Awards

### What is covered?

Under contents cover, \$200 if you or an immediate family member who lives with you:

- hit a hole-in-one in an official club competition game of golf on any New Zealand golf course;
- bowl a full-house in an official club competition game of lawn bowls on any New Zealand bowling green; or
- break an officially recognised international sporting record.

This amount will only be paid once for each of these sporting awards during the term of your policy. No excess is applied to a claim under this benefit.

## 20. Counselling Services

### What is covered?

The reasonable costs for counselling sessions with an accredited counsellor, after an event where a claim has been accepted for loss or damage to the insured property or in relation to your Legal Liability. You should arrange the counselling sessions and if a claim is accepted under this section, we will reimburse you for reasonable costs incurred.

The most we will pay for each claim is \$1,500 per household member.

### What is not covered?

- counselling sessions for any person who is not a household member;
- counselling that commences more than 6 months from when the incident occurred;
- any claim that is recoverable from either a Government Accident scheme or public health care benefit; or from any Private Health Insurance policy; or
- additional costs incurred by attending counselling sessions, including but not limited to transport and parking costs.

## Optional cover

If you select any of the options below, the details will be noted on your schedule and you will be charged an additional premium.

### 1. Contents Accidental Loss or Damage

#### What is covered?

Accidental loss or damage to your contents, at and away from the premises, up to the amounts shown on your policy schedule.

Limits apply to individual items and jewellery under this cover. See the Sum Insured and Replacement Value section for more information about selecting your sums insured.

#### What is not covered?

Scorching, burning or melting where it is caused by a process that involves heat or fire relating to any substance designed to be burned or heated up.

Loss, damage or failure of any items which reach the end of their functional life.

Any items stolen from a car or any other vehicle or vessel, unless the item was in the locked boot or locked compartment of the car or vehicle, and we agree there are visible signs of forced entry.

Loss or damage to:

- any item which is covered under any other policy of insurance;
- your contents where you are the landlord of the insured premises;
- any contents or jewellery items that are kept at a storage facility away from the premises;
- Business Items (this can be covered under Optional Cover: Business Items).

### 2. Buildings Accidental Damage

#### What is covered?

Accidental damage to your buildings up to the amounts shown on your policy schedule.

#### What is not covered?

Scorching, burning or melting where it is caused by a process that involves heat or fire relating to any substance designed to be burned or heated up.

Damage or failure of any items which reach the end of their functional life.

Damage:

- to your buildings where you are the landlord of the insured premises;
- to swimming pools, outdoor spas and equipment including covers and liners;
- caused because the building is not in good condition;
- caused directly or indirectly by poor or faulty design specification, materials, plan or workmanship;
- that occurs in the course of earthworks, construction or renovation at your home.

### 3. Fixtures and Fittings upgrade

Fixtures and Fittings include:

- kitchen and bathroom units;
- floorboards and tiles;
- fitted carpets;
- solar power systems;
- screens, external blinds and shutters; and
- cooling systems.

This cover applies where:

- you are the owner of a premises that is part of a Unit Title or Company Share building;
- a body corporate is responsible for taking out building insurance; and
- the cover held by that body does not cover the additional value of upgrades or renovations.

**What is covered?**

Insured Events occurring at the premises.

The amount you choose for Fixtures and Fittings Upgrade cover will be noted on your schedule.

**What is not covered?**

Any Contents items.

**4. Lessee/Tenant Default and Damage**

The following cover is subject to you fulfilling your responsibilities as a Landlord, as set out in the Your Responsibilities section.

**a. Lessee’s Rental Arrears**

**What is covered?**

The specified events and corresponding periods of cover noted in the table below, where the property is rented out and where there is a lease in place with your lessee.

The most we will pay for rental arrears is the lesser of \$1,000 per week or the amount noted in the lease. You can claim for rental arrears from the day following the lessee’s rent ‘paid to’ date, through to whichever of the following occurs first:

- the end of the current lease;
- a lease with a new lessee starts; or
- the period of cover ends.

Specified Events	Period of Cover
Abandoning: where your lessee vacates the buildings at any period during the lease without giving any notice.	6 weeks
Default: where your lessee occupies the premises without paying the agreed rental payments which leads to the termination of the lease either by a termination notice from your rental agent/property manager or court order.	15 weeks
Death of a lessee who is the only person listed on the lease.	15 weeks

**What is not covered?**

Rental arrears:

- for sub-let premises;
- where there has been a rent default with the current tenant prior to the Lessee’s rental arrears cover starting; or
- where there is a delay of more than 4 weeks to take all action available to you to recover rental arrears in accordance with the relevant legislation.

Costs relating to rental arrears for any amounts:

- more than what you are legally entitled to recover from the tenant due to non-compliance with the lease; or
- you are allowed to deduct from the bond to offset any rental arrears.

**b. Theft or Damage by Tenant**

**What is covered?**

Theft or damage to the insured property committed by your tenant or people your tenant allows onto the premises.

**What is not covered?**

Loss or damage:

- caused by neglect, unhygienic living habits or poor housekeeping;
- caused by minor scratching, denting or chipping;
- as a result of repairs, attempted repairs, modifications or alterations carried out by your tenant; or
- where the premises is sub-let.

Any costs:

- you are allowed to deduct from the bond; or
- to make the premises tenantable, including cleaning and gardening services.

**c. Legal Expenses****What is covered?**

If we accept a claim for default, damage or theft, we will pay for necessary legal expenses up to \$5,000 for any action taken against the lessee and/or tenant and to minimise the loss.

**d. Unlawful Substances Damage****What is covered?**

Loss or damage to the insured property caused by the manufacture, storage or distribution by your tenant of any 'controlled drug' as defined in the Misuse of Drugs Act 1975. The most we will pay is \$25,000.

**5. Contents in Commercial Storage****What is covered?**

Contents stored in a commercially operated facility for the Insured Events of Fire, Earthquake, Explosion, Riot, Storm, Impact and Intentional Damage.

The most we will pay for each claim is \$20,000 after excess.

**What is not covered?**

Loss or damage:

- to any jewellery that is kept at the storage location; or
- to contents stored at a domestic address.

**6. Business Items****What is covered?**

Loss or damage caused to your Business Items whilst they are:

- at the insured premises;
- anywhere in New Zealand or Australia; or
- in any other country, provided that your total stay overseas does not exceed 45 consecutive calendar days.

Each item is covered for its replacement cost of up to \$1,000, to a maximum amount of \$5,000 per incident after excess.

**What is not covered?**

Any business items stolen from a car or any other vehicle or vessel, other than from a locked boot or lockable compartment which is permanently secured to the vehicle and there are visible signs of forced entry to the boot or compartment where the items were stored.

**7. Pet Injury****What is covered?**

The reasonable cost of veterinary fees you have to pay for accidental injury to your family cat or dog, that is normally kept at the premises.

The most we will pay for each pet after excess is:

- \$1,000 for each incident;
- \$1,000 in total across all incidents that may occur in a calendar year.

### What is not covered?

Veterinary fees for your cat or dog if they relate to illness, congenital defects, de-sexing, vaccinations, routine tests, elective procedures or any other cause that was not the direct result of an accident.

## Exclusions

### General exclusions

General exclusions apply to all sections of your policy and describe circumstances where your policy will not provide cover for any loss, damage or liability arising directly or indirectly from any cause noted below.

#### We will not pay for:

1. loss or damage to any illegal property or item, including but not limited to counterfeit or reproduced goods, unlicensed computer or other software, illegal or illegally stored firearms;
2. loss or damage to any insured property as a result of theft or attempted theft by deception. When selling any insured property, you must ensure that you have confirmation from your bank that valid and legal payment for the sale has been made before handing over the property to any prospective buyer;
3. loss or damage to any property more specifically insured elsewhere;
4. personal injury incurred in New Zealand for which Accident Compensation Corporation benefits are or would be payable in accordance with the Accident Compensation Act 2001 or any succeeding legislation to those Acts; or
5. any loss, damage or legal liability where cover is provided to any extent by any other insurance policy. We will not contribute towards any claim made under any other policy.

#### We will not pay for loss or damage to property caused directly or indirectly by:

6. any event that occurred before your cover started with us or after it ended;
7. you admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;
8. the intentional or deliberate acts or omissions of you or any person covered under your policy, or by any person acting for you or acting for any person covered under your policy;
9. any illegal activity, or while your property is being used for any illegal activity, by you or any person acting on your behalf;



10. fines, penalties or aggravated or exemplary damages;
11. legal repossession or confiscation or lawful destruction of any insured item or property;
12. a judgment or order of a court or tribunal outside New Zealand;
13. any event that occurred outside New Zealand, unless you are claiming under Optional Cover: Contents Accidental Loss or Damage or Optional Cover: Business Items;
14. wear and tear, rust, corrosion or deterioration;
15. rising damp or seepage of water from the ground;
16. mould, rot, damp or the effects of the climate or weather;
17. a process or system of cleaning, restoring, modifying or repairing any insured property;
18. mechanical, electrical or electronic (including computer software) breakdown or failure, unless specifically included and noted in this Policy Wording;
19. poor or faulty design specification, materials, plan or workmanship;
20. asbestos;
21. the presence or possible presence of chemical or biological pollutants or materials;
22. any radioactivity, nuclear fuel, waste or other nuclear material, nuclear weapon, detonation or explosion;
23. military power, rebellion, revolution, terrorism, war or war-like activities, whether war is declared or not; or
24. any failure to comply with any New Zealand laws, by-laws and regulations;
25. any costs relating from the use of a mobile phone including:
  - any outstanding or unused credit;
  - software and applications installed on a mobile phone.

## Home cover exclusions

Home cover exclusions apply to all sections of your policy and describe circumstances where your policy will not provide cover for any loss, damage or liability arising directly or indirectly from any cause noted below.

### We will not pay for:

1. repair of any damage that existed prior to the start date of the policy;
2. additional costs resulting from your buildings or any part thereof not being compliant with the most recent building codes, laws and regulations;
3. loss or damage if you or any household member participate in or organise the event that resulted in the loss or damage;
4. loss of use or any other financial loss arising from or consequential to an insured event.
5. loss of or damage to contents, unless you have selected Optional Cover: Contents Accidental Loss or Damage, which are inside any temporary improvement or structure, houseboat, yacht, caravan, motor home, mobile home, tent, tram, rail carriage, truck, bus or any vehicle or object converted into a home, or any other vehicle including cars, or a building in the course of construction or any commercial or business premises;
6. loss of or damage to items that are being stored at any storage facility away from the premises unless you have selected the Optional Cover: Contents in Commercial Storage;
7. loss of or damage to precious metals or gemstones that are not jewellery;
8. loss of or damage to plants, trees, shrubs, grass, lawn, garden beds, or the loose surfaces of paths or driveways;
9. cleaning, replacing or removing items from the water in your pond, pool, spa or water feature;
10. loss of or damage to the inside finishes, fixtures and fittings of a building that is open or partly open or exposed by design or as a result of unfinished construction, renovation or alteration;

11. loss of or damage to retaining walls where the design and construction of the wall was not according to engineering criteria that applied at the time of construction and would therefore not have been approved by the relevant authorities;
  12. loss of or damage to any in-ground pipes or structures unless caused by the insured events of impact or earthquake. These in-ground structures include but are not limited to items such as water tanks, septic tanks, ponds, pools or spas;
  13. loss of or damage to your contents caused by dust, unless the building in which the items were located was also damaged by the same insured event that caused the dust damage;
  14. loss of or damage to your contents caused by smoke or heat, unless the building in which the items were located was also damaged by the same insured event that caused the smoke or heat damage;
  15. loss or damage, other than relating to fire, caused by household pets or any animal, bird, insect or vermin;
  16. loss or damage caused by the growth of plants or trees including their roots or limbs; or
  17. loss or damage relating solely to odour contamination where there is no other damage to the insured property as the result of an insured event.
22. while the premises is not occupied for more than 60 consecutive days by any household member, or tenants where you are a landlord, unless you have told us about it and we have agreed to cover you and it is shown on your policy schedule;
  23. while any part of the premises is being used for business, trade, professional or work purposes, unless you have told us about it and we have agreed to cover you;
  24. while any part of the premises is being used as a hotel, motel or bed and breakfast accommodation; or
  25. while any part of the premises is being occupied as their principal residence, by:
    - more than three unrelated persons over the age of 18; or
    - by the policyholder and three or more other persons over the age of 18 not related to the policyholder, unless you have told us about them and we have agreed to issue cover.

**We will not pay for any loss, damage or legal liability caused directly or indirectly:**

18. by any person who is allowed to access the premises by you or anyone with authority to allow access;
19. by any failure to keep your property in good condition through appropriate maintenance and repair;
20. where construction to your buildings required approval by the relevant building authority but their approval either has not, or would not have been provided;
21. by hydrostatic pressure, subsidence or landslip, expansion or contraction of the earth, ground or soil, unless it was a direct result of and immediately following the insured events of earthquake or explosion;

## What if you need to claim?

When you claim, it can only relate to one incident and you cannot include multiple incidents in one claim. If there is more than one incident, a separate claim will need to be submitted and the relevant excess/es will apply to each and every claim.

We would never want to reduce or refuse your claim and/or cancel your policy as permitted by law, however we may do so if you do not fulfil the following responsibilities:

1. take all reasonable precautions to prevent or reduce loss or damage to any insured property, even after an insured event;
2. allow us to view any damaged property (building and/or contents) that you are claiming for. You must not repair, sell or otherwise dispose of any damaged property prior to advising us of the damage and allowing us the opportunity to assess the damage. This includes providing us the opportunity to assess unsatisfactory repairs that need to be rectified, unless emergency repairs are required to prevent further loss or damage to the insured property;
3. make a report to the police within 24 hours of becoming aware of the incident and obtain an incident number from them if:
  - any insured property was lost or subject to theft, attempted theft or malicious or intentional damage; or
  - you were involved in an incident for which the law requires you to do so;
4. not admit liability or blame, nor offer to pay for any damages caused by any incident;
5. immediately send to us copies of any demand or claim you may receive arising out of any incident;
6. advise us if any person involved in an incident is charged by the police arising out of that event;
7. notify us if you have any other policy of insurance, warranty or guarantee which provides you with cover or indemnity for a claim you have made under your policy;
8. assist us in taking or defending legal action in your name, including providing statements to legal representatives and appearance at trial or any other court proceedings;
9. give us your full co-operation and comply with all our reasonable requests in relation to your claim, including but not limited to:
  - supplying all information completely, truthfully and honestly about:
    - the incident giving rise to the claim;
    - you and anyone else covered under your policy;
  - providing assistance needed to recover our costs from other parties;
  - within a reasonable timeframe of our request, providing any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim. Such information may include, but is not limited to:
    - a copy of your insurance claims history from your previous insurers;
    - attending an interview with our assessor or investigator;
    - assisting any agents appointed by us such as solicitors; and
    - attending court to give evidence;
10. at our discretion, deliver to us any damaged or destroyed goods or items, including items left over from a set or pair of items for which we have paid your claim. These salvage items become our legal property;
11. pay for some of the costs, up to an amount we decide, if we repair or replace your insured property and where the repair or replacement results in the insured property being in a better condition than it was before the loss;
12. complete all repairs or replacements to the insured property within a reasonable period after we accept your claim. All repairs or replacements must be fully completed within six months from the date of acceptance.

### If you claim under your policy, we have the choice to settle your claim in many ways.

We will never pay more than the sum insured shown on your policy schedule, or any applicable amounts noted in the Policy Wording, plus the extra amounts shown under the Extra Cover section.

1. We can settle your buildings claim by:
  - paying for the reasonable cost of repair or rebuilding the damaged part of your buildings;
  - paying you the reasonable cost of repair or rebuilding the damaged part of your buildings;
  - rebuilding the building to its size and quality before the claim; or
  - any combination of the above.
2. We can settle your contents claim by:
  - replacing lost or damaged items;
  - repairing damaged items;
  - paying you the reasonable cost of repair or replacement of lost or damaged items; or
  - any combination of the above;
3. At our option, first pay in full any sum owed to a financier or legal owner of your insured property from any settlement sum;
4. Commence or defend legal action in your name and recover our costs from a third party;
5. Where we settle your claim for a total loss we may cancel your policy for reason of fulfilment and contact you to make arrangements for a new policy of insurance.

## Proof of value for specified items

Where you are claiming for an item that has been individually specified on your policy, we may settle the claim for less than the amount you selected unless you can prove that the value that you have selected is correct.

## Matching materials

We will always try to match colours and materials, but where products are unavailable we will use the closest possible match that is available.

Additional costs resulting from the unavailability of matching materials are not covered. Whether we settle your claim by replacing, repairing or rebuilding, it will only be for the damaged areas of your premises or damaged contents. We will not pay for the costs to replace, repair or rebuild undamaged areas or contents items that form part of any set.

We may agree to pay you what it would cost us to repair, replace or rebuild the damaged areas or contents and you can pay the balance of the cost.

## Quality guarantee

If we choose and authorise repairs with a repairer, we will guarantee the quality of those repairs for as long as you are the owner of the insured property.

## Choice of repairer

If your claim is accepted and your item can be repaired, at our option, we will arrange repairs with a repairer who is acceptable to us.

Wherever possible, we will offer you a choice of repairer from our network of recommended repairers.

You may choose another repairer, however we may not authorise repairs. If we do not authorise repairs we will pay you the fair and reasonable cost of repairs as determined by us, considering a number of factors, including comparison quotes from an alternate repairer we choose. Our quality guarantee does not apply to repairs that we have not authorised.

You must choose a repairer that is appropriately licensed and authorised by law to conduct the required repairs.

## Free automatic reinstatement of cover

Where we settle your claim for any amount less than the full sum insured on your policy, we will automatically reinstate the sum insured (to the level it was prior to the claim occurring) for the remainder of the contract period. You will not be charged additional premium for this reinstatement.

## Excess

For each and every claim you make under your policy, you are required to pay an excess. Your excess may be the combined total of the basic excess amount and additional excesses.

If you have more than one Youi policy, you will only pay one excess if you claim from more than one policy for the same event. The incident for which you claim must arise out of a single event which occurs at the same address and time. The single excess payable is the highest excess amount noted on the relevant policies.

- **Basic excess**

The basic excess is the amount you must pay in relation to each and every claim made under your policy. We may offer you the option of selecting the amount of your basic excess. The basic excess will be shown on your policy schedule.

Where the event is completely the fault of a third party that you can identify and we can locate, we may waive payment of the basic excess.

- **Additional excess**

We may require an additional excess to be paid in certain circumstances under your policy. The exact situations where this would apply and the amount of the additional excess will be shown on your policy schedule.

In the event of a claim being made under circumstances as detailed on your schedule, this excess would apply in addition to any other excesses that would normally apply to the claim. This excess may still apply even though the basic excess has been waived.



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