



0800 800 627

mas.co.nz

Welcome to your House
insurance policy document



Thank you for choosing MAS for your insurance.

Your policy document explains what we can and can't cover in our agreement with you.

We've designed your policy document to give you a clear understanding of your agreement with us. Please read it carefully and make sure you understand it.

If you find that any of this document isn't clear, please contact us on 0800 800 627 and we'll be happy to explain it to you.

At MAS, we're committed to high standards of customer service. Please tell us if you're unhappy with our service, a decision we've made, or our company policies.



Contents



Welcome

In this section you'll find:

About your policy



About your policy

This section of your policy explains how your policy works and outlines the cover available under your policy.

Please read the full policy terms and conditions to make sure you understand all of the terms of your policy, including the conditions and limitations of the cover as well as your obligations to MAS.

Your cover options



Your cover options

Below we explain the types of insurance we offer, the option you have chosen will be clearly stated in your schedule.

Area Replacement

Under this option, where your house is damaged by a covered event, we'll pay the reasonable costs to repair or rebuild the damaged parts of the house to a condition substantially the same as it was in when it was new. If your house is a total loss, we'll pay the reasonable costs to rebuild your house to the same floor area as recorded in the schedule.

Agreed Value

This option provides the same rights as under Area Replacement cover except that our liability will be limited to no more than the sum insured as recorded in the schedule. In some circumstances, we may require your house to be insured on this basis (for example, if it's a very expensive property or has unique features that are hard to value).



How your policy works

How your policy works

30-day free look

If you are not completely happy with your policy, or you change your mind, please tell us within 30 days of the start of your policy.

We will cancel your policy and refund in full any premium you have paid.

This clause does not apply if you have made a claim.

How your policy works



Your policy and how it works

What your policy consists of:

1. Your information

and any application that you supplied us

2. Your policy document

3. The schedule

which sets out the assets covered, the level and type of cover, and any special terms and conditions

4. Any renewal advice or endorsement notices

Once you have agreed to pay the premium and we've accepted your application, we will insure you under your policy for the term shown in the schedule. You can only make a claim when you have paid your premium.

Your policy will be legally valid if you pay the premium (or any initial instalment due) within 30 days of the start of your policy.

How your policy works

How your policy works



Words with special meaning

Some words or phrases have particular meanings and are explained in the 'definition' section on page 47. These words or phrases appear on the bottom of the pages where they are used.

The headings and section introductions are intended to guide your reading, not for interpreting your policy.

Your obligations

You must act honestly and when making a claim you must contact us as soon as you can after you are aware of loss or damage giving rise to a claim, and you must cooperate with us by providing the information we need to settle your claim.

You have a duty of disclosure

When arranging, amending, or renewing your policy, you have a legal duty of disclosure (to tell us everything you know or could be reasonably expected to know) that we would want to take into account in deciding:

1. whether to accept or decline your insurance
2. the premium or other terms and conditions of the insurance, including the excess.

If you don't meet this duty, we may choose not to pay all or part of your claim or to cancel your policy, as if it had never existed.

If you are in doubt, tell us. We treat all information confidentially.

How your policy works

How your policy works



Tell us when things change

You must tell us immediately if any changes alter the nature of the risk or increase the likelihood of a claim occurring (a change in circumstances).

Examples of a change in circumstances include:

1. renting out the property or leaving it unoccupied for a period of more than 60 days
2. undertaking renovations or other significant building work, particularly if it involves removing the roof or altering structural walls, piles, or foundations
3. receiving any local authority or government notice affecting the property or the land, including any new heritage status or any notice relating to earthquake or flood risk
4. you or any other person insured under this policy being charged with, or convicted of, any criminal offence.

After you have told us about a change in circumstances, we may amend the premium and other terms and conditions of your policy.

If you are in any doubt, tell us about the change whether or not we've asked you questions about it. If you do not tell us, we may decline any claim and cancel your policy from the date of the change.

Take reasonable care

You, and anyone else covered under your policy, must take reasonable care to avoid circumstances that may result in a claim. You must also take all necessary action to minimise claim costs.

Anytime your property is unattended, it must be locked and the keys removed. Your claim will not be covered if you are reckless or grossly irresponsible.

Tell us about any interested parties

You must tell us if any party or entity, such as a bank or finance company, has a financial interest in the property insured under your policy.

We may pay all or part of the claim proceeds to them, and any such payment satisfies our obligations to you for that payment.

By telling us about the interested party, you authorise us to give personal information about you to that party. A party who we record as having a financial interest under your policy is not insured by your policy and has no rights to claim directly under your policy.

You must tell us if anyone other than you, such as the trustees of a family trust, owns the property. We can then make sure that the correct parties are named as 'The Insured' in the schedule.

How your policy works

How your policy works



Cancelling your policy

You can cancel your policy at any time by emailing us at info@mas.co.nz or by contacting us by phone. We'll refund the unused portion of your premium.

We can cancel your policy at any time during the term. We will send you notice of cancellation to your last known postal or email address at least 30 days before the cancellation takes effect. We'll refund the unused portion of your premium.

If you have not paid the premium within 30 days of the start of the term, we will cancel your policy without giving you further notice.

Fair Insurance Code

We are members of the Insurance Council of New Zealand (ICNZ), an organisation that promotes a code of practice among its members called the Fair Insurance Code (the code).

The code sets out some of your rights when dealing with us. If we fail to comply with the code, we can be reprimanded, fined, or expelled from the ICNZ.

We view the code guidelines as a minimum. We encourage you to read the code to understand your rights and responsibilities when dealing with us.

Please let us know if you'd like to receive a copy of the code. You'll also find it at icnz.org.nz.

How your policy works

How your policy works



The Insurance Claims Register

The Insurance Claims Register (the register) is a database of insurance claims to which we have access. It is operated by Insurance Claims Register Limited, PO Box 474, Wellington.

The purpose of the register is to check prior claims histories and to prevent fraudulent claims.

We provide this insurance to you on the basis that you authorise us to:

1. obtain details about your prior claims from the register, and
2. provide to the register details of your claims with us.

Under the Privacy Act 2020, you have rights to access your personal information on the register and to have that information corrected. You can find more information on the ICNZ website: www.icnz.org.nz/industry-leadership/insurance-claims-register

Setting the sum insured

It is your responsibility to make sure the sum insured under your policy is adequate. This means:

1. for an Agreed Value policy, the sum insured should be equal to the cost to rebuild the insured property
2. for an Area Replacement policy, the square-metre area should represent the total external perimeter of each floor of the main building and any outbuildings.

See the link below to our Area Replacement fact sheet which shows you how to measure your home: [Insurance Resources - Application forms, policy documents, guidelines - MAS](#)

When insuring a house, tell us the area of each storey and the area of any basement, garage, or outbuildings.

(Please let us know if you have a swimming pool or any unusual feature. This could include a bridge, or a driveway that is longer than 60 metres).

How your policy works

How your policy works



One event – one excess

If you have multiple policies with us and need to claim under more than one policy for loss caused by a single event at the same location then you only have to pay one excess. This will be the highest applicable excess of any of the policies.

This clause does not apply where an event results in a claim under your policy and a Business Risks or, Contract Works policy.

If you make a claim for natural hazard damage you may also need to pay the NHCover excess.

Secured No Claims Bonus

If you hold your policy for five years in a row and don't make a claim, you qualify for our secured no claims bonus. Once 'secured no claims bonus' is shown in your schedule, your maximum no claims bonus is protected for the life of your policy, no matter how many claims you may make. You will find a list of items for which claims can be made without affecting your no claims bonus on our website www.mas.co.nz/insurance/house-insurance/house-insurance-policy-details/

This benefit does not apply to holiday homes.

Policy Introduction

In this section you'll find:

House use



House use

- Unoccupied property

Special conditions apply to your policy when your house is being used for different purposes. You must comply with all the following conditions before we can accept any claims.

Unoccupied property

You must tell us immediately if you think your house is going to be unoccupied for more than 60 days.

If no one has been living in the house for more than 60 days, then cover under your policy is limited to loss by restricted perils, unless we have agreed to continue cover on standard terms.

If you have told us that your house is going to be unoccupied and we agree to continue your policy, the conditions below automatically apply.

An additional excess of \$5,000 applies to loss to your property caused by burglary, theft, attempted theft, or malicious persons unless all the following protection measures are taken:

1. you or another person you authorise inspects the house inside and outside at least every 60 days
2. all doors are locked and all windows secured
3. the property and its grounds are maintained to a standard consistent with a tended property or with neighbouring properties, whichever is better
4. mail is redirected or cleared not less than every two weeks.

We may choose to change other terms of your policy as well. All changes will become effective as soon as we notify you.

If you disagree with the changes to your policy, you may cancel your policy from the date of the proposed changes simply by letting us know.

We will refund any premium due to you based on the period of the term that you have not used. We may retain a minimum premium charge for the time cover has been in place.

House use



- Holiday home
- Rental property

Holiday home

You must tell us immediately if you list your holiday home on a rental site or rent out your holiday home – this includes all casual, short-term, and fixed term contracts.

If your property is noted in the schedule as a 'Holiday home', an additional excess of \$5,000 applies to loss to your property caused by burglary, theft, attempted theft, or malicious persons unless all the following protection measures are taken:

1. you or another person you authorise inspects the house inside and outside at least every 60 days
2. all doors are locked and all windows secured
3. the property and its grounds are maintained to a standard consistent with a tended property or with neighbouring properties, whichever is better
4. mail is redirected or cleared not less than every two weeks.

Rental property

You must tell us immediately if you rent out your property. The following conditions apply to all rented properties.

You must follow good business practice in managing the tenancy, including all the following terms.

1. take all due care in selecting any tenants, which includes getting satisfactory references before the start of any tenancy agreement
2. inspect the property inside and out at least every six months
3. maintain the property in a safe and secure condition, with all repairs and maintenance carried out promptly and to a reasonable standard
4. applying to the Tenancy Tribunal for termination of the tenancy as soon as you are legally able when rent is in arrears. The amount of time required for the rent to be in arrears will depend on the type of tenancy agreement you have with the tenant, as outlined in the Residential Tenancies Act 1986.

House use



If you have not complied with the obligations above, then no cover applies:

1. for loss caused by the manufacture, storage, or distribution of any 'controlled drug' as defined in the Misuse of Drugs Act 1975,
2. under the 'Intentional fire or explosion by guests' automatic additional benefit.

Depending on the intended rental period you may need to take out a Residential Rental Property House policy.

Not telling us that your property is being rented out, even for only a short period may result in your house not being covered.

Home office or healthcare practice

You must tell us immediately if you are carrying out any business or income-generating activities on the property.

We will cover any part of the property used as a home-based:

1. office (for clerical work only)
2. healthcare practice
3. other minor business (with our agreement).

Provided that:

1. the primary use of the house is for residential occupancy, and
2. the office, practice, or business activity is restricted to no more than two rooms of your house, or 20% of the total square-metre area (except with our agreement).

Not telling us you are using your house to conduct business or income generating activities, even for only a short period may result in your house not being covered.

• Home office or healthcare practice

House use



Property under repair or alteration

You must tell us before the start of any alterations or repairs to your property where the works involve any of the following:

1. excavations, earthworks, or retaining walls
2. foundations
3. structural alterations
4. lifting or shifting of the property or any part of the property
5. alterations that may affect the weather tightness or security of the house, including alterations or repairs to the roof, walls, doors, or windows of your house, or
6. alterations requiring a building consent or similar.

Not telling us that you are undertaking renovations, alterations or repairs to your property, even for a short period of time may result in your property not being covered. We may require you to take out a separate Contract Works policy to ensure that your property is appropriately covered.

• Property under repair or alteration

Your property



It's important to understand the property that is covered under this policy – and what isn't. You may require other insurance policies for uninsured property – if you are in any doubt, please contact us.

What is covered by this policy

Your house

Each dwelling or domestic outbuilding (including garages and sheds) that you own within the residential boundaries of the property's address.

It includes any of the following items permanently fixed to each dwelling or domestic outbuilding.

1. light fixtures and fittings
2. furniture, furnishings, and home appliances that are permanently plumbed, wired, or built into the house
3. domestic underground and overhead services, including gas pipes, freshwater pipes, electricity and telephone cables for which you are legally responsible, extending from the house or other insured property to the residential boundaries of the property's address
4. aerials and satellite dishes

5. exterior blinds and awnings
6. fitted floor coverings including glued, smooth edge, or tacked carpet.

Other insured property

Any of the following that you own at the property's address within the residential boundaries of the property's address.

1. permanent decks, whether attached or detached from the house
2. greenhouses, including glasshouses and shade houses, used for domestic purposes only
3. built-in furniture attached to other insured property
4. cesspits, septic tanks, oil heating tanks, service tanks, and water tanks including their fixed pumps (and drain inspection covers)
5. permanent spa, sauna, or in-ground swimming pools, including their fixtures, pipes, and fixed pumps not permanently fixed to each dwelling or domestic outbuilding
6. fences, walls, and gates within 60 metres of the house

Your property

- Your house
- Other insured property

Your property



7. driveways, paths, and paving within 60 metres of the house
8. engineered tennis courts
9. ornamental fountains and ponds, hard courts, terraces, patios, lamp posts, and fixed statues
10. retaining walls
11. building materials (that you have purchased new) at the premises of the seller or retailer, during transit to and while at your house, only if they are to be permanently incorporated into your house
12. your house fixtures and fittings temporarily removed from your house for restoration, renovation, or repair to anywhere in New Zealand, including during transit.

Your property

• Uninsured property

Your policy does not cover the following

Uninsured property

1. any asset not at the property's address except fixtures and fittings temporarily removed from your house for restoration, renovation, or repair to anywhere in New Zealand including during transit
2. any asset which is used for business use, except for the cover provided under the 'Home office or healthcare practice' clause in the 'policy introduction' section
3. plants, hedges, trees, shrubs, and lawns, except for the cover provided under the 'Landscaping' and 'Tree removal' automatic additional benefits
4. landlord's furniture, furnishings, fixtures, and fittings
5. wharves, piers, slipways, jetties, and the like, unless specified in the schedule
6. bridges or anything on them, unless specified in the schedule
7. culverts and dams unless specified in the schedule
8. land, earth, or fill
9. any temporary structure
10. any above-ground swimming pool or spa pool, or
11. lifestyle buildings.

Understanding your policy

In this section you'll find:



Section 1

Loss to your property

This section covers you for:

Section 1: Loss to your property



You are covered for

You are covered for sudden accidental loss to your property during the term

Automatic additional benefits

The following benefits are automatically added to the standard cover for your house. Unless specifically noted otherwise, the sub-limits are in addition to any policy sum insured.

Accidental death

1. we will pay \$20,000 to your estate if you die in a sudden accidental event caused by accidental loss to your property covered by this policy.
2. if more than one person's estate is entitled to this benefit, the benefit will be divided equally among each estate
3. the most we will pay during the term is \$20,000, no matter how many policies you have with us.

Alternative accommodation

1. we will pay:
 - a) the additional and reasonable costs that you necessarily incur for alternative accommodation within New Zealand, similar to the standard of your house, for you and your domestic pets
 - b) to move your contents to the alternative accommodation and return them to your house
 - c) to move your contents to a secure storage facility, for storage costs while you are in alternative accommodation, and to return them to your house

Provided that:

- a) we have agreed that the house is uninhabitable
- b) it is your main residence
- c) we have accepted a claim for the loss to your property, or
- d) the Toka Tū Ake - Natural Hazards Commission has accepted your claim for the loss to your property under The Natural Hazards Insurance Act 2023 (NHI Act)

Section 1: Loss to your property

Section 1: Loss to your property – Automatic additional benefits



Section 1: Loss to your property

2. we will pay up to \$50,000 in total under this benefit, no matter how many policies you hold with us, and only until:
 - a) we have proven the house is habitable, or
 - b) the repairs to the house are completed, or
 - c) 30 days after we have given you notice of our intent to stop paying because the claim on the house has been settled
3. we will not pay for any other increased or associated costs including:
 - a) letting fees, or any travel, utility service, meal, internet, phone, or subscription costs, or
 - b) any costs associated with the existing house
4. if you are receiving cover under this benefit and you claim for another event for which you could receive alternative accommodation cover, the most we will pay is \$50,000 for all claims or events combined
5. if any portion of your alternative accommodation costs is covered by another insurance company, or you receive government or other financial assistance, we will only pay the difference between the amount you receive and the cover you have under this benefit. The combined total must not exceed the maximum amount payable under this benefit

Emergency entry

We will pay for loss to your property caused by emergency services gaining access to your house due to an emergency situation.

The most we will pay for any event is \$10,000.

Emergency evacuation

1. we will pay the reasonable costs incurred under the 'Alternative accommodation' automatic additional benefit if, due to safety concerns or other emergency, a local authority or the police:
 - a) advises, and we agree, against you living in your house, or
 - b) prevents you from accessing the house
2. subject to all limits and conditions of the 'Alternative accommodation' automatic additional benefit, we will pay these costs for a maximum of 30 days from the first notification from the local authority or the police

The most we will pay during the term is \$50,000.

Section 1: Loss to your property – Automatic additional benefits



Glass breakage – excess and No Claims Bonus protection

If a claim is solely for sudden accidental breakage of glass in windows, doors or screens of the house, we will cover the costs of repair or replacement. You do not need to pay an excess and your No Claims Bonus will not be affected by the claim.

Hidden gradual loss

If your property is not rented out, we will pay for hidden gradual loss to your property that you first discover during the term.

If we have accepted a claim under this benefit, we will also pay for any costs that you reasonably incur to locate and repair the hidden gradual loss, including damage to property that was undamaged, if we have authorised any work before the damage is incurred.

The most we will pay during the term is \$5,000.

We will only provide cover under this benefit if your policy condition of 'Take reasonable care' has been observed. We will also not be liable for any increased claims costs due to a delay in telling us about a possible claim under this benefit.

For this benefit, hidden gradual loss means hidden rot, hidden mildew, or hidden gradual deterioration, caused by water leaking from any internal tank, internal water pipe, or internal waste disposal pipe, or at the immediate point of connection between a hidden pipe and any household appliance installed at the house.

Intentional fire or explosion by guests

Your policy is extended to cover loss due to a fire or explosion intentionally caused by any tenant, guest of a tenant, or your guest.

Landscaping

If we accept a claim under your policy, we will also cover the reasonable cost of replanting or repairing lawns, flowers, trees, hedges or shrubs, and any other reasonable landscaping costs, at the property's address.

The most we will pay for any event is \$5,000.

Section 1: Loss to your property

Section 1: Loss to your property – Automatic additional benefits



Locks and keys – excess and No Claims Bonus protection

We will cover the reasonable cost of replacing locks and keys (including electronic access cards and transponders, remote door openers, or any other equivalent device) for your house if:

1. they have been lost or damaged, or
2. you have good reason to believe they have been stolen or duplicated without your consent during the term

No excess needs to be paid for your first claim under this benefit. That first claim will not affect your No Claims Bonus.

You will need to pay an excess for any further claims made within the term. Your No Claims Bonus may be affected.

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

Natural hazard damage

The premium you pay for your policy includes a levy which is paid to the Toka Tū Ake - Natural Hazards Commission under Natural Hazards Cover. Please refer to www.naturalhazards.govt.nz

NHCover provides insurance cover for natural hazard damage covered by the Natural Hazards Insurance Act 2023.

MAS will lodge claims for NHCover on your behalf and will manage those claims, under the terms and conditions of The Natural Hazards Insurance Act 2023 (NHI Act).

Your policy provides natural hazard cover for your property not covered by NHCover and for damage in excess of NHCover limits as outlined in your policy.

The most we will pay under this cover is the policy limits, as set out in your schedule, less the amounts paid by NHCover. There may be additional excesses payable to NHCover.

We do not cover:

1. any amount the Toka Tū Ake - Natural Hazards Commission legally refuse to pay
2. any excess or deduction under NHCover

Section 1: Loss to your property

Section 1: Loss to your property – Automatic additional benefits



New building work

Your policy is extended to cover sudden accidental loss during the term to:

1. any new structure being built at the property's address
2. any building materials that are at the property's address that are to be incorporated into the new structure

We will not cover any building works or resulting structure where:

1. the value of any building works, including materials and labour, is more than \$20,000
2. it involves alteration or addition to the existing house
3. it involves excavation more than 1 metre deep
4. it has not been granted a building consent or similar if one is required
5. the new structure being built is not appurtenant to the house

The most we will pay during the term is \$20,000.

You must tell us about any new structure (resulting from building works) to be insured under any renewal of your policy. We can then increase the sum insured or the square-metre area of your house once the building works have been completed.

Protection costs

We will pay the necessary and reasonable costs incurred to:

1. safeguard the property from, or minimise, loss where a peril threatens imminent loss that would be covered by your policy
2. shore up and protect the property following a loss covered by your policy if we have authorised these costs before they are incurred, unless required to avoid imminent loss

We will pay the reasonable costs incurred to replenish your fire-fighting equipment after it has been used to protect your house from a loss covered by your policy.

The most we will pay for any event is \$10,000.

Sustainability upgrade

If we agree the loss to the house is uneconomic to repair, we will help cover costs to rebuild the house with sustainable products provided that you occupy the house at the time of loss and the sustainable products are approved by us.

You can rebuild the house on the same or a different site.

The most we will pay under this benefit is \$20,000.

Section 1: Loss to your property

Section 1: Loss to your property – Automatic additional benefits



Tree removal

If we accept a claim under your policy, we will pay the reasonable costs incurred to remove fallen trees or partial fallen trees from within the residential boundary of your property's address, including any part still standing and the stump from the ground.

We will not pay any costs where a tree was unsound and unstable before the event and in need of removal, or where the remaining portion of the tree is secure and does not pose a threat of falling.

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

You choose your repairer

If we have accepted a claim under your policy and your property is repairable, you are entitled to select a repairer of your choice.

If you select your own repairer, we will not be liable to pay more than the repair cost as estimated by an appropriately qualified party that we appoint.

If you select a repairer that we approve, we will guarantee the quality of the repairs completed under the claim, subject to the terms and conditions of your policy and only if any claim under this guarantee is made while you:

1. own the property, and
2. continue to insure the property with us

Section 1: Loss to your property

What you are not covered for



Your policy does not cover you for any loss to your property from the following:

1. loss of use, consequential loss, depreciation, or loss or reduction of value whether or not following repair
2. loss, directly or indirectly, arising from the presence of moisture or water into your property due to any aspect of its design, construction, or alteration, including poor workmanship, or the materials used in its construction or alteration
3. rot, mildew, or gradual deterioration except for loss covered by 'Hidden gradual loss' automatic additional benefit
4. loss due to fault, defect, error, or omission in design or construction
5. loss to swimming and spa pools or water tanks caused by hydrostatic pressure
6. loss to fuses, protective devices, or lighting or heating elements caused by electricity disruption
7. defects or damage to your property existing at the start of the term
8. loss caused by or due to any of the following:
 - a) lifting or shifting your property
 - b) vibration or removal of support
 - c) scratching, chipping, or denting
 - d) subsidence, erosion, shrinkage, or expansion of your property or land
 - e) settling, warping, or cracking caused by earth or other movements
 - f) water entering the house because any external element such as a window or door, roofing material, or cladding has been removed by you or any other person (other than a tenant) at the property's address
9. loss caused by additions or alterations to the property, unless:
 - a) cover is provided under 'New building work' automatic additional benefit, and
 - b) we have been notified of the additions or alterations before they start

Section 1: Loss to your property

Section 1: Loss to your property – What you are not covered for



10. loss caused by or due to any of the following:

- a) wear and tear, corrosion, or rust
- b) mechanical or electrical breakdown or failure
- c) defects in workmanship
- d) any process of cleaning, renovation, or restoration;
- e) insects, rodents or vermin (other than possums)

These exclusions 10a to 10e apply only to the part of the property first affected. They do not apply to any resultant accidental loss to other parts of the property.

11. Loss caused by the manufacture, storage, or distribution of any 'controlled drug' as defined in the Misuse of Drugs Act 1975 (unless the house is leased or rented to a tenant and all conditions of your policy have been met)

12. Intentional loss except for the cover provided under the 'Intentional fire or explosion by tenants' automatic additional benefits

See General Exclusions for other circumstances in which cover does not apply.

Section 1: Loss to your property

What you will receive



This section outlines when we will choose to repair or rebuild your house and what you can expect to receive once we have accepted your claim.

How we will settle your claim

We have the sole right to settle your claim, or any part of your claim, by choosing one or more of the options below

Subject to any limits, we may:

1. pay the reasonable costs to repair or replace the insured item or property as and when costs are incurred, under your policy (we may also choose to manage the repair or replacement of the property for this purpose)
2. pay you the cost that is reasonably required to repair or replace the item or property (including the costs covered under 'Additional costs') as estimated by an appropriately qualified party that we appoint

Additional costs

If we accept a claim under your policy, we will also pay:

1. the reasonable fees of any council, architects, engineers, surveyors, lawyers, and any other professionals that we agree to cover to repair or replace the property, if we have authorised the fees before they are incurred
2. reasonable compliance costs, provided that:
 - a) the house met all such requirements in existence at the time that the house was originally built and that were required at any time that it was altered, and
 - b) you would not have been required (either immediately or within a defined period of time) to comply with any such government or local authority by-laws or regulations if the loss had not occurred
3. the reasonable costs incurred for demolition and removal of debris to repair or replace the property, if we have authorised the costs before they are incurred

Section 1: Loss to your property

Section 1: Loss to your property – What you will receive



We will not pay:

1. compliance costs:
 - a) where your certificate of title for the land at the property's address contains an entry under an Act relating to building consent conditions or any natural or other hazard, including an entry under section 36(2) of the Building Act 1991, or an entry under section 74 of the Building Act 2004, unless we have agreed to cover this
 - b) where notice of non-compliance had been served on you before the loss occurred
 - c) for work required to any part of the property that did not suffer loss covered by your policy
 - d) where a new resource consent is required solely due to you choosing to change the specifications of the property when repairing or replacing it
2. any costs related to:
 - a) reinstating or improving the bearing capacity of the land
 - b) land improvement or protection measures
3. to replace wall, floor, or window coverings not located in the room or rooms where the loss occurred, but we will ask our repairer to match the item as near as is reasonably practical to any undamaged matching property

Rebuilding on an alternative site

If the property is totally destroyed, and you wish to rebuild your property on an alternative site, we will not pay more than would have been payable under your policy to repair or replace the property at the property's address.

Shared ownership or responsibility

If you and another party such as a neighbour share ownership or joint responsibility for any part of the property (such as a fence or retaining wall) we will, subject to any limits, either:

1. pay the reasonable costs to repair or replace your proportion of interest or ownership in the other item or property as and when costs are incurred, under your policy, or
2. pay you the cost that is reasonably required to repair or replace your proportion of interest or ownership in the item or property as estimated by an appropriately qualified party we appoint

Section 1: Loss to your property

Section 1: Loss to your property – What you will receive



Limits to what we will pay

Where the schedule shows the property is insured for Area Replacement, we will pay the reasonable actual costs (or where applicable, the estimated costs) incurred to repair or replace the house up to a size not exceeding the square-metre area shown in the schedule, as well as other insured property and all additional costs covered under this policy.

Where the schedule shows the property is insured for Agreed Value, the most we will pay to repair or replace the property and all additional costs, is the sum insured shown in the schedule.

The most we will pay in total for loss to all retaining walls at the property arising from an event is \$100,000, unless specified in the schedule. This includes any costs related to the repair or rebuild of the retaining walls.

If your property is also insured under The Natural Hazards Insurance Act 2023 (NHCover):

1. we will not pay any excess under NHCover
2. the combined total of what we pay and the NHCover pays must not exceed the maximum amount payable under your policy for any one event
3. if the Toka Tū Ake - Natural Hazards Commission declines your claim, we may decline your claim on the same grounds

Section 1: Loss to your property



Section 2

Legal liability

Section 2: Legal liability



This section outlines your legal liability cover and explains what we will pay once we've accepted your claim.

You are covered for your legal liability during the term in New Zealand and due to your ownership of the property or its grounds, for:

1. accidental loss to the asset of others
2. accidental bodily injury to others

We will also cover you for your reasonable legal expenses to defend an allegation that you are legally liable for if that legal liability would be covered under this policy, if established.

You are not covered for legal liability connected in any way with:

1. any business, trade, or profession
2. any contract or agreement with any person, except where you would have been liable even without a contract or agreement

3. damage to an asset you own, or that is under your care or control
4. your ownership of any land, whether it is insured by your policy or otherwise
5. gross negligence or deliberate loss caused by you
6. bodily injury to you or anyone living at your house
7. your ownership or use of any aircraft or other aerial device, watercraft, or vehicle
8. any seepage, pollution, or contamination (including clean-up costs), unless the seepage, pollution, or contamination happens during the term and is caused by a sudden accidental event that happens during the term
9. asbestos

You are not covered for fines, penalties, or exemplary damages.

See General exclusions for other circumstances in which cover does not apply.

Section 2: Legal liability

Section 2: Legal liability



What you will receive

This section sets out the most we will pay once we have accepted your claim.

Property damage

The most we will pay for legal liability for damage to assets is \$10,000,000 for any event.

Bodily injury

The most we will pay for legal liability for bodily injury is \$1,000,000 for any event.

Total for any event

The most we will pay in total for all legal liability, including costs and expenses, for any event no matter how many policies you hold with us, is \$10,000,000.

Section 2: Legal liability



Section 3

General exclusions

Section 3: General exclusions

Communicable disease – physical damage

Confiscation

Cyber – liability

Nuclear risk

Terrorism

War

Section 3: General exclusions



The following exclusions apply to all sections of your policy.

48 hour storm, flood, or landslip exclusion

There is no cover under your policy for any loss caused by storm, flood, or landslip within the first 48 hours of the first term of this policy.

You are covered if the policy was taken out at the same time as you purchased the house.

You are also covered if this policy immediately replaces another policy you had with us that insured the house against loss caused by storm, flood, or landslip.

ACC

There is no cover under your policy for costs, compensation, or any other amounts or payments that can be recovered under the Accident Compensation Act 2001.

Civil commotion/riot

There is no cover under your policy for loss or liability and defence costs connected in any way with civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, military or usurped power.

Communicable disease – liability

There is no cover under your policy for any loss, liability, damage, compensation, injury, sickness, death, expense, or any other amount incurred by you, directly or indirectly arising out of, or in any way connected with:

1. a communicable disease
2. the actual or perceived fear or threat of a communicable disease

Regardless of any other cause or event contributing concurrently to a communicable disease.

Section 3: General exclusions



Section 3: General exclusions

Communicable disease – physical damage

There is no cover under your policy for any loss, damage, liability, or expense directly or indirectly arising out of or in any way connected with:

1. a communicable disease
2. the actual or perceived fear or threat of a communicable disease

Regardless of any other cause or event contributing concurrently to a communicable disease.

Confiscation

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to confiscation, requisition, acquisition, destruction, or damage to your property by the order of the Government or a local authority, unless for the controlling of a peril covered under your policy.

Cyber – liability

There is no cover under your policy for any cyber loss.

Cyber – physical damage

There is no cover under your policy for any loss, damage, or expense directly or indirectly arising out of or in any way connected with:

1. the functionality, availability, or operation of a computer system
2. the loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount relating to the value of such data

The exclusion for a computer system does not apply to any physical damage to a computer system and any other consequential losses as a direct result of any physical damage.

Excess

Unless specifically stated otherwise under another part of your policy, you are not covered for any applicable excesses.

The applicable excesses will be deducted from the amount of your claim.

Section 3: General exclusions



Section 3: General exclusions

Nuclear risk

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to:

1. nuclear weapons material
2. the operations of a nuclear power plant
3. ionising radiation or contamination by radioactivity from:
 - a) any nuclear waste
 - b) the fusion or fission of nuclear fuel

Terrorism

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to terrorism.

War

There is no cover under your policy for any loss or liability directly or indirectly arising from or in any way related to war, invasion, act of foreign enemy, warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.

Section 3: General exclusions



Section 4

General conditions

Section 4: General conditions



The following conditions apply to all sections of this policy document and must be met before we will pay any claim under your policy.

Alteration of terms

You may make changes to your policy at any time by giving us notice. We must agree to the changes before the alteration takes effect. Any such changes will be at our sole discretion. Changes may affect the premium and other terms and conditions of your policy.

We may alter the terms of your policy during the term:

1. where there has been a change in circumstances
2. to ensure ongoing compliance with relevant law and legislation
3. if we are no longer able to secure reinsurance protection for perils covered by your policy
4. where the change is considered necessary to reasonably protect our legitimate interests

We will send notice of any amended terms to your last known postal or email address at least 14 days before the changes take effect.

If you disagree with the changes to your policy, you may cancel your policy with effect from the date of the proposed changes by letting us know. We will refund unused portion of any premium you have paid. We may retain a minimum premium charge for the time cover has been in place.

Betterment

If we choose to repair or replace your property and this results in an improvement to your property beyond your entitlement under your policy, you must pay for the value of that improvement before the repair or replacement starts.

Breach of conditions

If you, or any other person we insure under your policy breaches any of the conditions of your policy, we may either:

1. decline or reduce any claim
2. declare your policy to be void or unenforceable

Goods and Services Tax (GST)

All sum insured values, policy limits, and excesses include GST.

Section 4: General conditions



Section 4: General conditions

Governing law

Your policy is governed by the laws of New Zealand.

Joint insurance

If more than one person or entity is insured under your policy, they are insured jointly. A breach of your policy by one of them is a breach by all.

Making a claim

You must complete the following actions:

1. tell us as soon as you are aware of any circumstances that could lead to a claim or any loss or liability possibly covered under your policy
2. take all reasonable steps to minimise your loss or liability, and try to avoid any further loss or liability
3. complete our claim form in full, if requested
4. allow us to investigate and inspect the loss or liability
5. provide reasonable justification for any claim, and any other information or help that we need
6. act reasonably and cooperate fairly in your communications and dealings with us

7. give us permission to obtain personal information that relates to your claim held by any other party, and give any such third-party permission to disclose that information
8. give us permission to provide personal information that we hold about your claim to any other party to help settle your claim
9. send us all relevant information and correspondence
10. lay a complaint with the police if you suspect a crime has been committed, and give us a copy of the police complaints acknowledgement form, and if requested any other police reports relating to the circumstances in which any claim arises
11. take reasonable steps to obtain details of any other person, asset, or vehicle in the circumstances leading to the claim, and any witnesses to the event leading to the claim

You must not:

1. dispose of your property being claimed for without our permission
2. start any repairs without our permission, unless needed to limit further loss
3. admit responsibility for any loss or liability

Section 4: General conditions



Section 4: General conditions

4. say or do anything that may harm our ability to defend any claim made against you, or to recover the loss from any other person who may be responsible for it

You have a right to:

1. access the information that we have relied on to evaluate your claim
2. ask us to correct any mistakes or inaccuracies in that information

We may withhold the information we have relied on to evaluate your claim from you in some circumstances. If we do this, we will give you our reasons. You can ask for these reasons. You can also ask for a review of our reasons through our complaints procedure or, in some circumstances, the Privacy Commissioner on 0800 803 909 or privacy.org.nz.

After you have made a claim:

1. we have the sole right to act in your name and negotiate, defend, or settle any liability on your behalf, at our expense (we may appoint our own lawyers to defend the matter and report it to us)

2. we may pay the maximum amount payable under the legal liability section of your policy (or any lesser amount for which the liability can be settled) plus the legal costs and expenses incurred to date, and this will satisfy our obligations under your policy in full
3. we may take over in full any legal rights of recovery that you have (you must help us to do this, including providing documents and other evidence and attending court hearings if required)
4. if your claim relates to damaged property, we are entitled to keep the damaged property and to deal with salvage in a reasonable manner (you cannot abandon property to us)
5. if any lost or stolen property for which we have paid a claim is later found or recovered, you must tell us immediately and return the property to us if we ask for it
6. you must reimburse us if you receive any money from any person ordered to make reparation to you for a claim we have paid

Section 4: General conditions



Section 4: General conditions

When a catastrophe or disaster strikes, we may receive many claims.

We will:

1. use our best efforts to meet all of our commitments in the Fair Insurance Code
2. respond as quickly as possible and in a professional, practical, and compassionate manner
3. update you at least once every 20 business days until your claim is resolved
4. prioritise our service for our most vulnerable members

If your claim is dishonest or fraudulent in any way, we may decline all or part of your claim. We may also declare that your policy is void and unenforceable from the date of the dishonest or fraudulent act.

Other insurance

You must tell us immediately if any other insurance policy covers you for any of the risks covered under your policy, up to our limits.

If any other insurance policy exists, we will only pay over and above the amount payable under that other policy, up to our limits.

Policy compliance

Before we pay any claim under your policy, you must comply with all its terms and pay any outstanding premium.

All statements and answers, whether by you or anyone else, must be true when you:

1. apply for or renew your policy
2. tell us about any change in circumstances
3. make any claim under your policy

These conditions apply to anyone else who may be entitled to claim under your policy.

Section 4: General conditions



Section 4: General conditions

Policy renewal

This insurance is for the term shown in the schedule. We may offer to renew it for a further term at our sole discretion.

We may choose not to offer to renew your policy where we consider there are reasons why it is not in our interests to do so, including, for example, where:

1. you have not met the obligations of the 'You have a duty of disclosure' clause or 'Tell us when things change' clause
2. a change in circumstances results in you or your property no longer meeting our insurance acceptance criteria
3. you have not met the obligations of the 'Policy compliance' clause
4. you have acted fraudulently or dishonestly
5. you have not met your duty of utmost good faith to us
6. the product has been discontinued

If we offer to renew your policy, you will receive an offer from us before the term expires. This offer may have terms and conditions that differ from the previous term. For example, we may adjust your sum insured for inflation, depreciation, changes in repair

costs or market costs of materials (as determined by us). You are solely responsible for making sure that the sum insured is sufficient to meet your needs.

We will notify you of changes. However, it is your responsibility to read your policy document and review your schedule and invoice before paying the premium for the new term. If you disagree with the changes to your policy, please [contact us](#) to discuss or you may let your policy lapse with effect from the expiry date of the current term by letting us know.

You must pay the premium for the new term before the current term expires to avoid your policy lapsing on the expiry date of the current term.

Section 4: General conditions



Section 5

Definitions

The following words have special meaning within your policy document and are defined below to help you understand the terms and conditions of your policy.

The definitions apply to all forms of these words. For example, the definition of 'accidental' also applies to 'accident', 'accidentally', and 'accidents'.

Section 5: Definitions



Term	Definition
Accidental	Means unintended and unexpected by you and any other person insured under your policy.
Act	Means an Act of Parliament and any substitution of, amendment to, or replacement of that Act and any statutory regulation made under that Act.
Application	Means the information you provided us when you bought this insurance or asked for a quote for this insurance from us.
Betterment	Means that once the property is repaired or replaced, it is not ‘substantially the same’ as the property’s condition immediately before the loss, if, without limitation, the size, dimensions, shape, functionality, materials, foundations, access or services, or their qualities are materially improved from your property’s characteristics immediately before to the loss.
Bodily injury	Means accidental death of, or personal injury to, any person. This includes sickness, disease, disability, shock, fright, mental anguish, or mental injury.
Change in circumstances	Means any change that may alter the nature of the risk or increase the likelihood of a claim occurring.

Section 5: Definitions



Term	Definition
Communicable disease	Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 1. the substance or agent includes a virus, bacterium, parasite, or other organism, or any variation of these, whether living or not 2. the method of transmission, whether direct or indirect, includes airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and a) for the purposes of the liability exclusion, the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare, or property damage b) for the purposes of the physical damage exclusion, the disease, substance, or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of, or loss of use of property
Compliance costs	Means any cost of compliance with Government or local authority by-laws or regulations.
Computer system	Means: 1. for the purposes of the cyber liability exclusion, any computer, hardware, software, information technology and communications system, electronic device including any similar system, and any associated input, output, data storage device, networking equipment, or back-up facility. 2. for the purposes of the cyber physical damage exclusion, any computer, hardware, software, communications system, electronic device (including smart phone, laptop, tablet, wearable device), server, cloud, or microcontroller including any similar system, and any associated input, output, data storage device, networking equipment, or back-up facility

Section 5: Definitions



Term	Definition
Cyber incident	Means a single or a series of related: 1. unauthorised or malicious acts, regardless of time and place, or the threat or hoax 2. failures to act, any errors or omissions or accidents 3. breaches of duty, statutory duty, or regulatory duty or trust involving access to, processing of, use of, or operation of any computer system or any data by any person or group
Cyber loss	Means any loss, damage, liability, injury, compensation, sickness, death, expense, or any other amount incurred by you directly or indirectly arising out of or in any way connected with any cyber incident.
Data	Means information, facts, concepts, code, or any other information that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.
Event	Means one incident, or a series of linked incidents, causing loss that arises from one source or original cause.
Excess	Means the amount shown in the schedule that you must contribute as the initial payment towards the cost of each claim under your policy.
Family	Means any Family member or dependant who normally lives with you or while they are enrolled in full-time education and are living within New Zealand at a boarding school, at a private home as a boarder, or at accommodation provided by a recognised tertiary education provider.

Section 5: Definitions



Term	Definition
Healthcare practice	Means any occupation or business that involves the diagnosis, treatment, and prevention of disease, illness, injury, and other physical and mental impairments in human beings or animals. This includes dentistry, midwifery-obstetrics, medicine, nursing, optometry, pharmacy, psychology, veterinary services, and other care providers.
House	Means each dwelling or domestic outbuilding (including garages and sheds) owned by you within the residential boundaries of the property's address. It also includes any of the following items permanently fixed to each dwelling or domestic outbuilding. 1. light fixtures and fittings 2. furniture, furnishings, and home appliances that are permanently plumbed, wired, or built into the house 3. domestic underground and overhead services, including gas pipes, freshwater pipes, electricity, and telephone cables for which you are legally responsible, extending from the house or other insured property to the residential boundaries of the property's address 4. aerials and satellite dishes 5. exterior blinds and awnings 6. fitted floor coverings including glued, smooth edge, or tacked carpet It does not include other insured property or uninsured property

Section 5: Definitions



Term	Definition
Land	Means ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which form an integral part of the ground.
Lifestyle buildings	Means any of the following that you own within the boundaries of the property's address. 1. workshops 2. hay sheds 3. implement sheds 4. wood sheds 5. wool sheds 6. barns 7. pump sheds, or 8. stables It does not include the house, other insured property, or uninsured property.
Loss	Means physical loss, physical damage, or physical destruction occurring during the term.

Section 5: Definitions



Term	Definition
Natural Hazard	Means earthquake, hydrothermal activity, a landslide, a tsunami, volcanic activity, a flood, a storm, or a natural hazard fire. However, the normal action of wind or water causing gradual erosion (including, for example, coastal erosion, bank erosion, and sheet erosion) is not a natural hazard.
NHCover	Means insurance cover for residential building and land provided by the Toka Tū Ake - Natural Hazards Commission under The Natural Hazards Insurance Act 2023 (NHI Act), up to the limits, and on the conditions set out in that Act.

Section 5: Definitions



Term	Definition
Other insured property	Means any of the following property at the property’s address owned by you within the residential boundaries of the property’s address. 1. permanent decks, whether attached or detached from the house 2. greenhouses, including glasshouses and shade houses, used for domestic purposes only 3. built-in furniture attached to other insured property 4. cess pits, septic tanks, oil heating tanks, service tanks, and water tanks including their fixed pumps (and drain inspection covers) 5. permanent spa, sauna, or in-ground swimming pools, including their fixtures, pipes, and fixed pumps not permanently fixed to each dwelling or domestic outbuilding 6. fences, walls, and gates within 60 metres of the house 7. driveways, paths, and paving within 60 metres of the house 8. engineered tennis courts 9. ornamental fountains and ponds, hard courts, terraces, patios, lamp posts, and fixed statues 10. retaining walls 11. building materials after they have been newly purchased by you at the premises of the seller or retailer, during transit to and while at your house, if they are to be permanently incorporated into your house 12. your house fixtures and fittings temporarily removed from your house, to anywhere in New Zealand and during transit, for restoration, renovation or repair It does not include the house or uninsured property.

Section 5: Definitions



Term	Definition
Policy	Means a contract made up of the following parts. 1. your information and any application you supplied us 2. your policy document 3. the schedule, which sets out the assets covered, the level and type of cover, and any special terms and conditions 4. any renewal advice or endorsement notices
Property	Means your house and other insured property. It does not include uninsured property.
Property’s address	Means the situation shown in the schedule.
Repair or replace	Means to repair, replace, or rebuild the portion of the property suffering loss to a condition that is substantially the same as, but not better or more extensive than, when the property was new – subject to any characteristics of the property existing immediately before the event causing loss for which cover is excluded under your policy. A property will be considered ‘substantially the same’ if, without limitation, the size, dimensions, shape, functionality, materials, foundations, access or services, or their qualities are not materially different from your property’s characteristics immediately before the loss. If you choose, and we agree, we will match existing materials and building methods where current materials available within New Zealand and current building methods used in New Zealand allow. If you choose, and we agree, to repair, replace, or rebuild to a condition that is not considered ‘substantially the same’, we will only be liable to pay the reasonable cost to repair or replace the property as estimated by an appropriately qualified party appointed by us to ‘substantially the same’ condition.

Section 5: Definitions



Term	Definition
Restricted perils	Means accidental loss caused by: 1. Natural hazards 2. Fire, lightning or explosion 3. Theft following violent and forceful entry 4. Impact by or collision involving a vehicle 5. Aircraft, or other aerial or spatial devices or articles dropped by them
Schedule	Means the most recent schedule we have issued to you.
Spouse	Means your husband or wife, civil union partner, or person with whom you are in a de facto relationship as defined in the Property (Relationships) Amendment Act 2001.
Square-metre area	Means the total floor area of the house based on the external perimeter measurements for each floor of the house – each dwelling or domestic outbuilding (including garages and sheds) you own within the residential boundaries of the property’s address. It does not include other insured property.
Sum insured	Means the sum insured (if any) shown in the schedule.

Section 5: Definitions



Term	Definition
Sustainable products	Means products that will increase the energy, heating, or water efficiency of your rebuilt house including solar water heating systems, rainwater collection tanks, and heat pumps. Rebuilding materials that reduce environmental impacts such as plant-based insulation and environmentally friendly paint are also included.
Term	Means the period of insurance of your policy shown in the schedule and for any subsequent period that we may agree.
Terrorism	Means an act including the use of force or violence or the threat of force or violence, by any person or group, whether acting alone, on behalf of, or in connection with any organisation or government, which is committed for, or in connection with political, religious, ideological, ethnic, or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear.
Theft	Means loss caused by the unlawful taking or attempted taking of the property with the intention to deprive the owner of possession, whether temporarily or permanently.
Uninhabitable	Means the house is no longer a safe or sanitary place to live because of physical damage to, or contamination of, the house as determined by us or a local or government authority. Just because you or your tenants do not want to live in what is an otherwise safe or sanitary house does not make it uninhabitable.

Section 5: Definitions



Term	Definition
Uninsured property	Means: - any asset not at the property’s address - any asset that is used for business use, except for the cover provided under the ‘Home office or healthcare practice’ clause - plants, hedges, trees, shrubs, and lawns, except for the cover provided under the ‘Landscaping’ and ‘Tree removal’ automatic additional benefits - landlord’s furniture, furnishings, fixtures, and fittings - wharves, piers, slipways, jetties, and the like, unless specified in the schedule - bridges or anything on them, unless specified in the schedule - culverts and dams, unless specified in the schedule - land, earth, or fill - any temporary structure - any above-ground swimming pool or spa pool, and - lifestyle buildings

Section 5: Definitions



Term	Definition
Vehicle	Means any type of machine on wheels, or caterpillar tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.
We, us, or our	Means Medical Insurance Society New Zealand Limited, a business division of Medical Assurance Society New Zealand Limited.
You or your	Means the person or entity named in the schedule as 'The Insured', that person's spouse and family.



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Thank you
for insuring
with us.

