



Residential Rental Property House Insurance



mas.co.nz
0800 800 627

Policy Document

Key Features of this Policy

Cover options

You can choose one of the following cover options for your house:

Area Replacement

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 property is a total loss, we'll pay the reasonable costs to rebuild your house to the same floor area as is recorded in the policy schedule.

Agreed Value

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

Indemnity Value

An Indemnity Value policy restricts the amount of cover to the reasonable costs of repairing or replacing the damaged part of your house to the condition it was in immediately before the loss. We may require this restricted cover on properties that are in sub-standard condition.

Policy cover at a glance

Insured events	Area replacement	Agreed value	Indemnity value	Page
Sudden, accidental damage	✓	✓	✓	10
Burglary	✓	✓	✓	10
Malicious damage	✓	✓	✓	10
Fire and explosion	✓	✓	✓	10
Natural hazard	✓	✓	✓	6
Weather	✓	✓	✓	10
Legal liability	✓	✓	✓	14

Additional benefits	Sub-limit	Page	Additional benefits	Sub-limit	Page
Emergency entry	\$10,000	10	Locks and keys	As per policy limits	11
Glass breakage	No excess	10	Loss of rent	\$15,000 or amount of your choice	11
Hidden gradual loss	\$2,500	11	Landlord's property	\$20,000	11
Intentional fire or explosion by tenants	As per policy limits	11	New building work	\$20,000	12
Intentional vandalism or theft by tenants	\$25,000	11	Protection costs	\$10,000	12
Landscaping	\$5,000	11	Tree removal	\$2,000	12

Important cover sub-limits

Policy item	Sub-limit	Page
Retaining walls	\$100,000	13
Legal liability	\$10,000,000	14
Bodily injury	\$1,000,000	14

Important conditions of cover

House use

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You must notify us if your house is going to be unoccupied and, unless we agree otherwise, cover is limited to **restricted perils** if the house is unoccupied for more than 60 days.

Being a responsible landlord

Page 8

Special conditions apply to this policy and must be complied with to ensure ongoing cover under the policy. You are required to follow good business practice in managing any tenancy by taking due care when selecting tenants, undertaking regular inspections, maintaining the property, and by keeping track of rent arrears.

Property under repair or alteration

Page 8

You must notify us if you are undertaking renovations, alterations or repairs to your property. Limitations to the cover provided by this policy will apply and, depending on the nature of the works, we may require you to take out a separate Contract Works policy to ensure that your property is adequately covered.

Notifying us when things change

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You must tell us immediately if, at any time after the start of this policy, there are changes in circumstances that may alter the nature of the risk or increase the likelihood of a claim occurring.

Examples of a change that could make a claim more likely include but are not limited to:

1. leaving the property unoccupied for a period exceeding 60 days; or
2. undertaking renovations or other significant building work, particularly if it involves removing the roof, altering structural walls or piles and foundations; or
3. a local authority or Government imposes or notifies a change affecting the property or the land, such as the addition of heritage status, or the issuance of any notice on the land or property such as being subject to section 36(2) of the Building Act 1991, earthquake-prone status or flood risk changes; or
4. if you or any other person insured under the policy commits, is charged with, or convicted of, any criminal offence.

Cover exclusions

Page 10 and page 15

There are a range of specific exclusions to the cover provided by this policy which include such things as damage or loss caused by wear and tear, poor workmanship or design or faulty materials, land damage (refer to Section One of the policy for further details), and a number of general exclusions in Section Three of the policy.

Your obligations

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You must act honestly 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 seek to settle your claim.

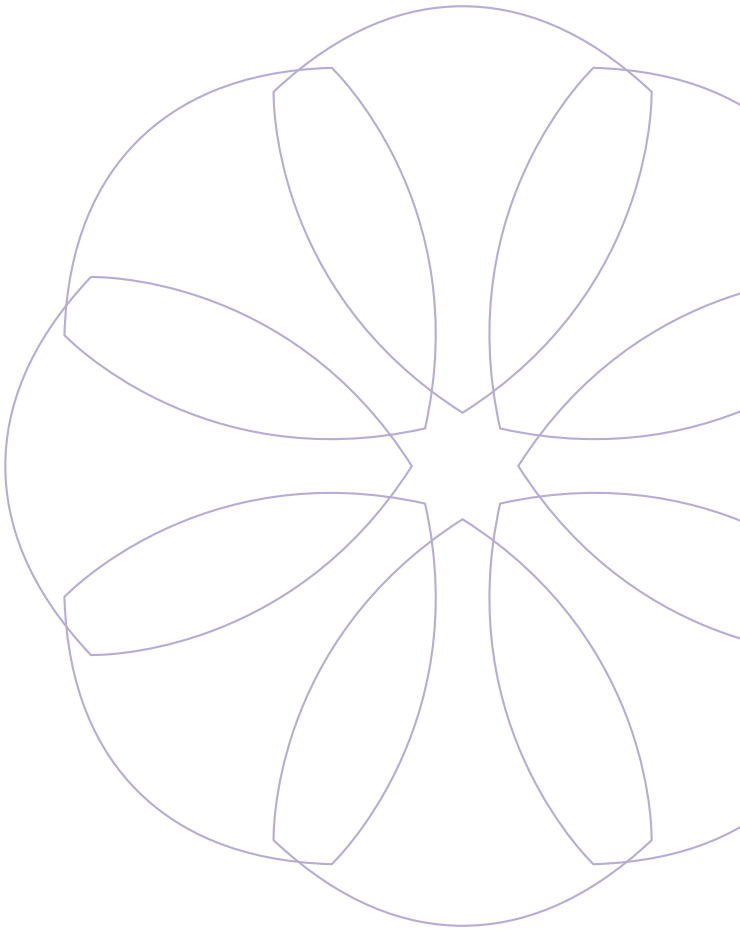


Important notice

These key features of the policy are only a summary of the main terms of the policy and do not form part of the policy document or any contract with MAS. You should read the full policy terms and conditions that follow to ensure you understand all of the terms of the policy, including the conditions and limitations of the cover offered as well as your obligations to MAS.

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Welcome

Thank **you** for choosing to entrust **us** with **your** residential rental property house insurance policy needs. **We** have designed this document to provide a clear understanding of **your** contract with **us**. If anything is unclear or **you** have any questions, please contact **us** on **0800 800 627**.

Please read the following document carefully. It contains important information regarding what **we** can and can't cover in **our** agreement with **you**.

Changing your mind

If **you** are not completely happy with this **policy**, or **you** change **your** mind, please tell **us** within 30 days of it commencing. **We** will cancel **your policy** as if it had never existed and refund in full any premium **you** have paid.

Please note that this clause does not apply if a claim has been made.

Your policy and how it works

Your policy consists of:

1. **your application** and any other information **you** supplied **us**; and
2. this **policy** wording; and
3. the **schedule** and any subsequent renewal advice or endorsement notices.

Your policy schedule is particularly important. If there is any difference between **your policy** wording and the information on **your policy schedule**, the **policy schedule** takes precedence.

Once **you** have agreed to pay the premium and **we** have accepted **your application**, **we** will insure **you** under this **policy** for the **term** shown in the **schedule**. **You** cannot make a claim until **you** have paid **your** premium.

Failure to pay the premium within 30 days of the commencement of the **term** will result in this **policy** being deemed null and void from the start date of the **term**.

The words in this **policy** in bold are defined. The definitions are at the back of this document, or where they apply only to one clause, within that clause.

The headings and section introductions are for reference only and must not be used in interpreting this document.

Your duty of disclosure

When arranging, amending or renewing this **policy**, **you** have a legal duty of disclosure. **You** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

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

If **you** breach this duty, **we** may decline to pay all or part of **your** claim, or **your policy** cover may be cancelled as if it had never existed.

When in doubt, disclose. **We** treat all information confidentially.

Your privacy

MAS collect and use personal information in accordance with **our** MAS Privacy Statement.

This Privacy Statement sets out how **we** deal with **your** personal information. In particular, it describes how **we** collect **your** personal information; why **we** collect this information and how **we** use it; and under what circumstances **we** would disclose this information and for what purposes.

Please visit [Privacy Statement - MAS](#) for the full details.

Change in circumstances

You must tell **us** immediately if, at any time after the start of this **policy**, there are changes that may alter the nature of the risk or increase the likelihood of a claim occurring.

Examples of a **change in circumstances** may include (but are not limited to):

1. leaving the **property** unoccupied for a period exceeding 60 days; or
2. undertaking renovations or other significant building work, particularly if it involves removal of the roof, alterations to structural walls or piles and foundations; or
3. a local authority or government imposed or notified change affecting the **property** or the land, such as addition of heritage status, any notice on the land or **property** such as being subject to section 36(2) of the Building **Act** 1991, earthquake-prone status or flood risk changes; or
4. if **you** or any other person insured under the **policy** commits, is charged with, or convicted of, any criminal offence.

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

If **you** are in any doubt, **you** should disclose information, whether or not **we** have asked questions that relate to it. If **we** are not told about a **change in circumstances**, **we** will be entitled to decline any claim and **we** may cancel this **policy** from the date of the change.

Take reasonable care

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

Your claim or that of any other person covered under this **policy** will not be covered if **you** or they are reckless or grossly irresponsible.

Your property must be locked and the keys removed when unattended.

Interested parties

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

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

By notifying **us** of the interested party, **you** authorise **us** to disclose personal information about **you** to this party. A party who **we** record as having a financial interest under this **policy** is not insured by this **policy** and has no rights to claim directly under this **policy**.

If the **property** is owned by anyone other than **you**, such as the trustees of a family trust, **you** must notify **us** so **we** can ensure that the correct party(s) or entity(s) are named as 'The Insured' in the **schedule**.

Cancellation

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.

If **we** pay out the applicable **sum insured**, replacement or indemnity value of **your policy** on a claim, **your policy** has been exhausted, resulting in no remaining cover. There will be no refund of premium.

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 sets out some of **your** rights when dealing with **us**. If **we** fail to comply with the Fair Insurance Code, **we** can be reprimanded, fined, or expelled from the ICNZ. **We** view the Fair Insurance Code guidelines as a minimum only and encourage **you** to read the code to understand **your** rights and responsibilities when dealing with **us**. Please contact **us** if **you** would like to receive a copy of the code, alternatively, it can be accessed at: icnz.org.nz.

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**.

You have rights of access to, and correction of, **your** personal information on **The Register** under the Privacy Act 2020.

Natural hazard cover

Where **your property** suffers **loss** due to a **natural hazard**, cover is provided by the Toka Tū Ake - Natural Hazards Commission through **NHCover**. The premium **you** pay to **us** includes the premium for **NHCover**. **We** are not liable under this **policy** for any **loss** to **your property** arising from **natural hazard** unless the Toka Tū Ake - Natural Hazards Commission declares the **natural hazard** to be an **event** covered by **NHCover**.

We will then:

- where the Toka Tū Ake - Natural Hazards Commission accepts a claim for the **loss** and assesses the **loss** as greater than the applicable limit of **NHCover**, cover the difference between the applicable limit of **NHCover** and the amount **we** would have paid to **repair or replace** the **property** if the **event** had been covered in full by this **policy**, up to the maximum limits of this **policy**, and subject to the 'How **we** will settle **your** claim' Section of this **policy** wording; and
- provide cover for items of insured **property** that are not insured under **NHCover** (e.g. swimming pools, fences and paths) but which **we** have agreed to insure on the terms of this **policy**.

If the Toka Tū Ake - Natural Hazards Commission declares the **natural hazard** to be an **event** covered by **NHCover**, **we** will provide cover under the automatic additional benefits in this **policy**. If Toka Tū Ake - Natural Hazards Commission declines **your** claim for **NHCover**, no cover will be available under this **policy** for the **loss** or for the automatic additional benefits. If the Toka Tū Ake - Natural Hazards Commission does not declare the **natural hazard** to be an **event** covered by **NHCover**, there is no cover for the automatic additional benefits unless **we** accept a claim under the terms of this **policy**.

There are a number of terms and conditions and exclusions of **your NHCover**, and **you** will be required to pay an **excess** on all **NHCover** claims.

If **you** would like more information about **NHCover**, please contact **us** for a brochure or phone Toka Tū Ake - Natural Hazards Commission on 0800 326 243.

Setting the sum insured

It is **your** responsibility to ensure the **sum insured** under **your policy** is adequate.

For an Agreed Value **policy**, the **sum insured** should be equal to the cost to rebuild the insured **property**. 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.

When insuring a **house**, be sure to provide **us** with the area of each storey, the area of any basement or garage and any outbuildings. Please let **us** know if **you** have a swimming pool or any unusual feature such as a bridge or driveway exceeding 60 metres in length.

The Insurance Council of New Zealand offers the following guidelines to work out the **square metre area**:

If you have commissioned a valuation of your property you will often find the total floor area included in the valuation report. When asking for a valuation, make sure the valuer knows you will be relying on the area measurements for insurance purposes. It is best not to rely on the Quotable Value floor area measurement. Experience has shown this can sometimes be incorrect.

To find the total area of your house:

- 1. Using a tape, measure the external perimeter of the building. If you have a multi story house make sure you include the perimeter of each floor.*
- 2. Measure the external area of decks and covered pergolas. Don't include uncovered paved or concreted areas.*
- 3. Measure the perimeter of any garage or out buildings.*
- 4. Calculate the area of the building and any outbuildings. If you are uncertain how to do this, ask for the assistance of an architect, surveyor or valuer.*

If **you** feel premiums are too high for the **sum insured** **you** require, please discuss **your** concerns with **us**. **We** can offer solutions such as voluntary **excesses** to assist in keeping **your** insurance costs down.

It is important **you** review **your sum insured** or **square metre area** at every renewal and advise **us** of adjustments as required. For **your house**, **you** must increase the **square metre area** if alterations or additions are made to ensure these are included in the **policy** coverage.

Excesses you may need to pay

When **you** make a claim under this **policy**, **you** may need to pay an **excess** for each **event**.

Unless the automatic additional benefit being claimed says **you** do not need to pay an **excess**, you'll need to pay **your excess**.

Your excess and any additional **excesses** that may apply are detailed on **your policy schedule** and in this **policy** wording.

One event – one excess

If **loss** has been caused by one **event**, only one **excess** will apply when **you** make a claim. Where **loss** has been caused by multiple **events**, an **excess** will apply to each **event**.

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**. The **excess** **you** will pay 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 **loss** due to a **natural hazard**, you may also need to pay the **NHCover excess**. For information on **NHCover** and applicable **excesses** under this cover, please refer to About **natural hazards** cover: **Natural Hazards** Commission Toka Tū Ake.

Policy Introduction

House use

Special conditions apply to this **policy** when **your house** is being used for different purposes. **You** must comply with all the following conditions before any claims will be accepted.

Unoccupied property

You must notify **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 this **policy** is limited to **loss** by **restricted perils** unless **we** have agreed in writing to continue cover on standard terms.

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

1. An additional **excess** of \$5,000 applies to **loss** to **your property** caused by burglary, **theft**, attempted **theft** or malicious persons unless the following protection measures are taken:
 - (a) The **house** is inspected inside and outside by **you** or another person authorised by **you** at least every 60 days; and
 - (b) All doors are locked and all windows secured; and
 - (c) The **property** and its grounds are maintained to a standard consistent with a tended property and/or with neighbouring properties, whichever is better; and
 - (d) Mail is redirected or cleared at least every two weeks.

We may choose to change other terms of the **policy** as well. All changes will become effective immediately upon notification to **you**.

If **you** disagree with the changes to **your policy**, **you** may cancel the **policy** with effect from the date of the proposed changes by providing notice to **us**. **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.

Rental property

The following conditions apply to all rented properties:

1. **You** or any person responsible for managing **your house** are required to follow good business practice in managing the tenancy including the following:
 - (a) **You** must exercise all due care in the selection of any tenants including obtaining satisfactory references prior to the start of any tenancy agreement; and
 - (b) **You** must inspect the **property** inside and out at least every six months; and
 - (c) **You** must maintain the **property** in a safe and secure condition. Repairs and maintenance must be carried out promptly and to a reasonable standard; and
 - (d) If rent is more than 30 days in arrears, **you** must apply to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies **Act** 1986.
2. If **you** or any person responsible for managing **your house** have not complied with the **terms** above, then there is no cover under the 'Intentional fire or explosion by tenants' and 'Intentional vandalism or theft by tenants' automatic additional benefits.

Property under repair or alteration

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

1. Excavations, earthworks or retaining walls, and/or;
2. Foundations, and/or;
3. Structural alterations, and/or;
4. Lifting or shifting of the **property** or any part of the **property**, and/or;
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**, and/or;
6. Alterations requiring a building consent or similar.

Your property

It is important to understand the **property** that has cover under this **policy** – and what doesn't. **You** may require a contents **policy** or other insurance **policy** for **uninsured property** – if **you** are unsure, please contact **us**.

What is covered by this **policy**:

1. Your house

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:

- (a) Light fixtures and fittings; and
- (b) Furniture, furnishings and home appliances that are permanently plumbed, wired or built into the **house**; and
- (c) 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**; and
- (d) Aerials and satellite dishes; and
- (e) Exterior blinds and awnings; and
- (f) Fitted floor coverings including glued, smooth edge or tacked carpet.

2. 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**:

- (a) Permanent decks, whether attached or detached from the **house**; and
- (b) Greenhouses, including glasshouses and shadehouses, used for domestic purposes only; and
- (c) Built-in furniture attached to **other insured property**; and
- (d) Cess pits, septic tanks, oil heating tanks, service tanks and water tanks including their fixed pumps (and drain inspection covers); and
- (e) Permanent spa, sauna or in-ground swimming pools, including their fixtures, pipes and fixed pumps not permanently fixed to each dwelling or domestic outbuilding; and
- (f) Fences, walls and gates within 60 metres of the **house**; and
- (g) Driveways, paths, and paving within 60 metres of the **house**; and

- (h) Engineered tennis courts; and
- (i) Ornamental fountains and ponds, hard courts, terraces, patios, lamp posts and fixed statues; and
- (j) Retaining walls; and
- (k) 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**, provided they are to be permanently incorporated into **your house**; and
- (l) **Your house** fixtures and fittings temporarily removed from **your house**, to anywhere in New Zealand and during transit, for the purpose of restoration, renovation or repair.

What is not covered by this **policy**:

1. Uninsured property

- (a) Any property not at the **property's address** except fixtures and fittings temporarily removed from **your house**, to anywhere in New Zealand and during transit, for the purpose of restoration, renovation or repair; and
- (b) Any property which is used for business use; and
- (c) Plants, hedges, trees, shrubs and lawns, except for the cover provided under the 'Landscaping' and 'Tree removal' automatic additional benefits; and
- (d) **Landlord's property**, except for the cover provided under the 'Landlord's property' automatic additional benefit; and
- (e) Wharves, piers, slipways, jetties and the like, unless specified in the **schedule**; and
- (f) Bridges or anything on them, unless specified in the **schedule**; and
- (g) Culverts and dams, unless specified in the **schedule**; and
- (h) **Land**, earth or fill; and
- (i) Any temporary structure; and
- (j) Any above-ground swimming pool or spa pool.

Section One:

Loss to your property

Loss to your property

You are covered for:

Sudden **accidental loss** to **your property** during the **term**.

You are not covered for:

1. loss of use, consequential loss, depreciation or loss or reduction of value whether or not following repair; or
2. **loss** directly or indirectly arising from, or in any way related to, the presence or penetration of moisture or water into **your property** because of any aspect of its design, construction, or alteration, including due to poor workmanship, or of materials used in its construction or alteration; or
3. rot, mildew or gradual deterioration except for **loss** covered by 'Hidden gradual loss' automatic additional benefit; or
4. **loss** due to fault, defect, error or omission in design or construction; or
5. **loss** to swimming and spa pools or water tanks caused by hydrostatic pressure; or
6. **loss** to fuses, protective devices or lighting or heating elements caused by electricity; or
7. defects or damage to **your property** existing at the start of the **term**; or
8. **loss** caused by or due to:
 - (a) lifting or shifting **your property**; or
 - (b) vibration or removal of support; or
 - (c) scratching, chipping or denting; or
 - (d) subsidence, erosion, shrinkage or expansion of **your property** or **land**; or
 - (e) settling, warping or cracking caused by earth or other movements; or
 - (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) legally at the **property's address**; or
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 commence; or

10. **loss** caused by or due to:

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

These exclusions 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**; or

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 the **policy** have been met; or
12. intentional **loss** except for the cover provided under the 'Intentional fire or explosion by tenants' and 'Intentional vandalism or theft by tenants' automatic additional benefits.

Please also see Section Three: General Exclusions for other circumstances in which cover does not apply.

Automatic additional benefits

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

Emergency entry

1. **We** will pay for **loss** to **your property** caused by emergency services gaining access to **your house** due to an emergency situation.
2. The most **we** will pay for any **event** is \$10,000.

Glass breakage – no excess

If a claim is solely for sudden **accidental** breakage of **house glass**, **we** will cover the costs of **repair or replacement**. **You** do not need to pay an **excess** for a claim under this benefit.

Hidden gradual loss

- We** will pay for:
 - hidden gradual loss** to **your property** that **you** first discover during the **term**.
 - property** that is not directly affected but must be damaged or destroyed to locate the cause of the **hidden gradual loss**, provided that any work has been authorised by **us** prior to being undertaken.
- The most **we** will pay during the **term** is \$2,500, no matter how many **policies you** have with **us** at **your property's address**.
- We** will not provide cover under this benefit if the **policy** condition of 'take reasonable care' has not been observed, and **we** will not be liable for any increased claims costs due to a delay in notification to **us** of a possible claim under this benefit.
- For the purposes of 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 tenants

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

Intentional vandalism or theft by tenants

- This **policy** is extended to cover **loss** due to an intentional act of **theft** or vandalism by any tenant, guest of a tenant or **your** guest.
- Subject to any limits, the most **we** will pay for any **event** is \$25,000.

Landlord's property

- You** are covered for sudden **accidental loss** to **your landlord's property** during the **term**.
- Your landlord's property** is also covered under the 'Hidden gradual loss', 'Intentional fire or explosion by tenants', and 'Intentional vandalism or theft by tenants' automatic additional benefits (subject to any specific limits that apply within the benefit).
- We** will, at **our** option:
 - pay the reasonable costs to **repair or replace** the item or **landlord's property** as and when costs are incurred, in accordance with this **policy**; or
 - pay you the cost that is reasonably required to **repair or replace** the **item** of **landlord's property** as estimated by an appropriately qualified party appointed by **us**.
- The most **we** will pay for any **event** is \$20,000.

Landscaping

- If **we** accept a claim under this **policy**, for sudden and **accidental loss** to either the **house** or **other insured property**, **we** will 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**, that were damaged by the same **event**.
- The most **we** will pay for any **event** is \$5,000.

Locks and keys – no excess

- 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:
 - they have been lost or damaged; or
 - 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.
- You** will need to pay an **excess** for any further claims made within the **term**.
- The most **we** will pay for any one **event** is \$2,000.

Loss of rent

- We** will pay for any loss of rent that **you** incur as a consequence of sudden **accidental loss** to **your property**, provided:
 - you** have a signed current tenancy agreement in force at the time of the **loss**; and
 - your house** is **uninhabitable**; and
 - we** have accepted a claim in respect of the **loss** to **your property**; or
 - we** would have accepted a claim in respect of the **loss** to **your property**, but for the Toka Tū Ake - Natural Hazards Commission accepting a claim under The Natural Hazards Insurance Act 2023 (NHI Act); and
 - you** have elected to fix the **property**.
- We** will pay a weekly amount equal to the average weekly rental that **you** received for renting **your property** during the weeks it was rented in the 12 months prior to the **loss**, or the amount of weekly rental shown in **your** rental agreement, whichever is less.
- We** will pay up to \$15,000 per **event** or the amount shown in the **schedule**, whichever is the greater, and only until:
 - we** have proven the **house** is habitable; or
 - the repairs to the **house** are completed; or

- (c) 30 days after **we** have given notice to **you** of **our** intent to stop paying because the claim on the **house** has been settled.
4. In addition, and subject to clause 2. above, **we** will also pay **you** up to \$5,000 for any **event** and in total per **term**, for rent lost as a result of:
 - (a) **your** tenant being lawfully evicted for non-payment of rent; or
 - (b) the tenant legally stopping rent payment under the tenancy agreement due to the prevention of access to **your house** or the failure of public utilities; or
 - (c) the tenant vacating **your house** without giving **you** the required notice during the **term**.

To receive this benefit **you** must provide written notification to the tenant whenever rent is 7 days in arrears. If the outstanding rent is not received within the next 7 days, **you** must confirm in person that the tenant is still occupying the **property**. Following the departure of the tenant, **you** must find a new tenant as soon as practicable.

Methamphetamine decontamination

We'll provide cover for **methamphetamine contamination damage** to your **house**.

The **methamphetamine contamination damage** must have first occurred to **your house** after **your house** was initially insured with us under this **policy**.

We'll also provide cover for **loss** caused by an explosion or a fire resulting from the manufacture of methamphetamine during the **term**, that would not otherwise be covered under the automatic additional benefit 'Intentional fire or explosion by tenants'.

Limits

If the **house** has suffered **methamphetamine contamination damage**, we'll pay up to \$30,000 for the cost of repairing the damaged portion of the **house** and to reduce the level of contamination below the acceptable **contamination level**.

If the **loss** has been caused by an explosion or a fire, we'll pay the reasonable costs to **repair or replace** that **loss** as stated under the basis of settlement noted on **your schedule**.

You are not covered for **methamphetamine contamination damage** that first occurred while **your house** was insured with **us** under a **policy** that did not contain a benefit for claims caused by methamphetamine.

The conditions of cover under this benefit are that:

1. **you** have made a formal complaint to the Police about the use, consumption, storage, distribution, or manufacture of methamphetamine at **your house**, after the **loss** has occurred;
2. the **house** is rented to a tenant at the time the **loss** occurs; and

3. **you** and/or any person responsible for managing **your house** have complied with the obligations set out in the section '**Policy** Introduction - Rental **property**' before we accept any claim under this benefit.

Once we've paid a claim under this benefit, cover under it ceases until an approved contractor certifies that **your house** has been satisfactorily remediated to the acceptable levels stated in the New Zealand Standard NZS 8510.

If **we** have accepted a previous claim under this benefit in relation to the same tenants or under the same tenancy agreement, there is no cover under this benefit.

Excess

An additional **excess** of \$2,000 will apply for cover under this benefit.

New building work

1. This **policy** is extended to cover sudden **accidental loss** during the **term** to:
 - (a) any new structure being built; and
 - (b) any building materials that are to be incorporated into the new structure, at the **property's address**.
2. **We** will not cover any building works or resulting structure where:
 - (a) the value of any building works, including materials and labour, is more than \$20,000; or
 - (b) it involves alteration or addition to the existing **house**; or
 - (c) it involves excavation more than 1 metre deep; or
 - (d) it has not been granted a building consent or similar if one is required
 - (e) the new structure being built is not appurtenant to the **house**.
3. The most **we** will pay during the **term** is \$20,000.
4. **You** must notify **us** to increase any **sum insured** or the **square metre area** of **your house** to include any completed new structure resulting from the building works in order for it to be insured under any renewal of this **policy** beyond the **term** in which the building works are completed.

Protection costs

1. **We** will pay the necessary and reasonable costs incurred to:
 - (a) safeguard the **property** from, or minimise, **loss** where a peril threatens imminent **loss** that would be covered by this **policy**; and
 - (b) shore up and protect the **property** following a **loss** covered by this **policy**, provided these costs have been authorised by **us** before they are incurred, unless required to avoid imminent **loss**.

2. **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 this **policy**.
3. The most **we** will pay for any **event** is \$10,000.

Tree removal

1. If **we** accept a claim under this **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.
2. **We** will not pay any costs where a tree was unsound and unstable prior to 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.
3. The most **we** will pay for any **event** is \$2,000.

You choose your repairer

1. If **we** have accepted a claim under this **policy** and **your property** is repairable, **you** are entitled to select a repairer of **your** choice.
2. 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 appointed by **us**.
3. If **you** select a repairer approved by **us**, **we** will guarantee the quality of the repairs completed under the claim, subject to the terms and conditions of this **policy** and provided any claim under this guarantee is made while **you**:
 - (a) own the **property**; and
 - (b) continue to insure the **property** with **us**.

What you will receive

The following section outlines when **we** will choose to **repair or rebuild your house**, and what **you** can expect to receive once **your** claim has been accepted by **us**.

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** will, at **our** option:

1. pay the reasonable costs to **repair or replace** the item of **property** as and when costs are incurred, in accordance with this **policy**. **We** may, at **our** option, elect to manage the **repair or replacement** of the **property** for this purpose; or
2. pay **you** the cost that is reasonably required to **repair or replace** the item of **property** (including the costs covered under Additional costs) as estimated by an appropriately qualified party appointed by **us**.

Additional costs

If **we** accept a claim under this **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 in respect of **repairing or replacing** the **property**, provided they have been authorised by **us** before they are incurred; and
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 bylaws or regulations if the **loss** had not occurred; and
3. the reasonable costs incurred for demolition and removal of debris in respect of **repairing or replacing** the **property**, provided they have been authorised by **us** before they are incurred.

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 in writing to cover this; or
 - (b) where notice of non-compliance had been served on **you** before the **loss** occurred; or
 - (c) for work required to any part of the **property** that did not suffer **loss** covered by this **policy**; or
 - (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**; or
 - (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 request that **our** repairer uses reasonable endeavours 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 this **policy** to **repair or replace** the **property** at the **property's address**.

Shared ownership or responsibility

If any **property** (such as, but not limited to, a fence or retaining wall) is subject to shared ownership or joint responsibility between **you** and another party such as a neighbour, subject to any limits, **we** will at **our** option:

1. pay the reasonable costs to **repair or replace your** proportion of interest or ownership in the item or **property** as and when costs are incurred, in accordance with this **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 appointed by **us**.

Limits to what we will pay

1. Where the **schedule** shows the **property** is insured for 'Replacement Area', **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**.
2. 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**.
3. The most **we** will pay in total for **loss** to all retaining walls at the **property** arising out of an **event** is \$100,000, unless specified in the **schedule**. This includes any costs related to the repair or rebuild of the retaining walls
4. If **your property** is also insured under the The Natural Hazards Insurance Act 2023 (NHI Act) (**NHCover**):
 - (a) **we** will not pay any **excess** under **NHCover**; and
 - (b) the combined total of what **we** pay and the **NHCover** pays must not exceed the maximum amount payable under this **policy** for any one **event**; and
 - (c) if the Toka Tū Ake - Natural Hazards Commission declines **your** claim, **we** may decline **your** claim on the same grounds.

Section Two: Legal Liability

Your legal liability

You are covered for:

1. **your** legal liability during the **term** in New Zealand and due to **your** ownership of the **property** or it's grounds, for:
 - (a) **accidental loss** to the property of others; and/or
 - (b) **accidental bodily injury** to others.
2. where it is alleged **you** are legally liable, and that legal liability would be covered under this **policy** if established, **we** will also cover **you** for **your** reasonable legal expenses to defend that allegation.

You are not covered for:

1. legal liability connected in any way with:
 - (a) any business, trade or profession (other than **your** capacity as a residential landlord); or
 - (b) any contract or agreement with any person, except where **you** would have been liable even without a contract or agreement; or
 - (c) damage to property **you** own, or that is under **your** care or control; or
 - (d) **your** ownership of any **land**, whether it is insured by this **policy** or otherwise; or
 - (e) gross negligence or deliberate loss caused by **you**; or
 - (f) **bodily injury** to **you** or anyone living at **your house**; or
 - (g) **your** ownership or use of any aircraft or other aerial device, watercraft or **vehicle**; or
 - (h) any seepage, pollution, **methamphetamine contamination damage** or contamination (including clean-up costs), unless the seepage, pollution, **methamphetamine contamination damage** or contamination happens during the **term** and is caused by a sudden **accidental event** that happens during the **term**; or
 - (i) asbestos.
2. fines, penalties or exemplary damages.

Please also see Section Three: General Exclusions for other circumstances in which cover does not apply.

What you will receive

The following section outlines what **you** can expect to receive once **your** claim has been accepted by **us**.

Property damage

The most **we** will pay for legal liability for damage to property is \$10,000,000 per **event**.

Bodily injury

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

Total per event

The most **we** will pay in total for all legal liability, including costs and expenses for any one **event** and irrespective of how many **policies you** hold with **us**, is \$10,000,000.

Section Three: General Exclusions

The following exclusions are applicable to all sections of this **policy** wording.

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 this **policy** for costs, compensation, or any other amounts or payments that can be recovered under the provisions of the Accident Compensation **Act** 2001.

Animals

There is no cover under this **policy** for any **loss**, damage, or liability, directly or indirectly arising from any biting, chewing, pecking, scratching, tearing, urination or excrement from a domestic pet.

Civil commotion/riot

There is no cover under this **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 this **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:

- (a) a **communicable disease**, or
- (b) the actual or perceived fear or threat of a **communicable disease**

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

Communicable disease – Physical damage

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

- (a) a **communicable disease**, or
- (b) 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 this **policy** for any **loss** or liability directly or indirectly arising from or in any way related to confiscation, requisition, acquisition, destruction or damage to **property** by the order of the Government or a local authority, unless for the controlling of a peril covered under this **policy**.

Cyber – Liability

There is no cover under this **policy** for any **cyber loss**.

Cyber – Physical damage

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

- (a) the functionality, availability or operation of a **computer system**.
- (b) 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

1. Unless specifically stated otherwise under another part of this **policy**, **you** are not covered for any applicable **excesses**.
2. The applicable **excesses** will be deducted from the amount of **your** claim.

Illegal drugs

There is no cover under **your policy** for any **loss**, or legal liability, in any way related to the use, consumption, storage, distribution, manufacture, or cultivation of any precursor substance, prohibited plant, or controlled drug as defined in the Misuse of Drugs **Act** 1975.

There is also no cover for any **loss** that is in any way related to pollution or contamination caused by the use, consumption, storage, distribution, manufacture, or cultivation of any precursor substance, prohibited plant, or controlled drug as defined in the Misuse of Drugs **Act** 1975.

However, this exclusion does not apply if:

1. the **loss** is caused by an explosion or a fire, in which case we'll pay the reasonable costs to **repair or replace** that **loss** as stated under the basis of settlement noted on your **schedule**, or
2. the conditions of the automatic additional benefit 'Intentional fire or explosion by tenants' are met, or
3. the conditions of the automatic additional benefit 'Methamphetamine decontamination' are met.

Nuclear risk

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

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

Pollution, contamination, and seepage

We will not cover any **loss** that is in any way related to contamination, pollution, or seepage including clean-up costs.

This includes any **loss** that is in any way related to the exposure of a pollutant or contaminant due to the action of repairing, cleaning, maintaining, renovating or restoration of the **property**.

This exclusion is not applicable if the **loss** related to contamination, pollution or seepage:

1. is caused by a sudden and **accidental event** that causes the exposure of the contaminant or pollutant previously lying dormant, and the use of the contaminant or pollutant was consistent with the building code or relevant law at the time it was used for the construction of the **property**, or
2. meets the conditions of cover under the automatic additional benefit 'Methamphetamine decontamination.'

Terrorism

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

War

There is no cover under this **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 Four:

General Conditions

The following conditions are applicable to all sections of this policy wording and must all be met before we will pay any claim under this policy.

Alteration of terms

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

We may change the terms of this **policy** during the **term**:

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

We will send written 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 the **policy** with effect from the date of the proposed changes by notifying **us**. **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.

Betterment

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

Breach of conditions

If **you**, or any other person **we** insure under this **policy** breaches any of the conditions of this **policy**, **we** may at **our** sole discretion:

- (a) decline or reduce any claim; or
- (b) declare this **policy** to be void or unenforceable.

Goods and Services Tax (GST)

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

Governing law

This **policy** is governed by the laws of New Zealand and the courts of New Zealand have exclusive jurisdiction in relation to any issues, disputes or claims arising under or in relation to it.

Joint insurance

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

Making a claim

1. **You** must:

- (a) 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 this **policy**. Please telephone **us** on **0800 800 627**; and
- (b) take all reasonable steps to minimise **your loss** or liability, and try to avoid any further **loss** or liability; and
- (c) complete **our** claim form in full, if requested; and
- (d) allow **us** to investigate and inspect the **loss** or liability; and
- (e) provide reasonable justification for any claim, and any other information or assistance that **we** need; and
- (f) act reasonably and cooperate fairly in **your** communications and dealings with **us**; and
- (g) 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 any such information; and
- (h) give **us** permission to provide personal information that relates to **your** claim held by **us** to any other party to assist with the settlement of **your** claim; and
- (i) forward to **us** all relevant information and correspondence; and
- (j) lay a complaint with the police if **you** suspect a crime has been committed, and provide **us** with a copy of the police complaints acknowledgement form, and if requested, any other police reports in relation to the circumstances in which any claim arises; and
- (k) take reasonable steps to obtain details of any other person, property or vehicle in the circumstances giving rise to the claim, and any witnesses to the **event** giving rise to the claim.

2. **You** must not:

- (a) dispose of **your property** being claimed for without **our** permission; or
- (b) start any repairs without **our** permission, unless required to limit further **loss**; or

- (c) admit responsibility for any **loss** or liability; or
- (d) say or do anything that may prejudice **our** ability to defend any claim made against **you**, or make recovery for the **loss** from any other person who may be responsible for it.

3. **You** have a right to:

- (a) access the information that **we** have relied on in evaluating **your** claim; and
- (b) ask **us** to correct any mistakes or inaccuracies in that information.

We may withhold the information **we** relied on in evaluating **your** claim from **you** in some circumstances. If **we** do this, **we** will give **you** reasons. **You** can request these reasons in writing, and **you** can request a review of **our** reasons through **our** complaints procedure or, in some circumstances, the Privacy Commissioner on 0800 803 909 or privacy.org.nz.

4. After **you** have made a claim:

- (a) **we** have the sole right to act in **your** name and negotiate, defend or settle any liability on **your** behalf, at **our** own expense. **We** may appoint **our** own lawyers to defend the matter who will report to **us**; and
- (b) **we** may pay the maximum amount payable under Section Two of this **policy** (or any lesser amount for which the liability can be settled), plus the legal costs and expenses incurred to date. This will satisfy **our** obligations under Section Two of this **policy** in full; and
- (c) **we** may take over in full any legal right of recovery that **you** have. **You** must assist **us** in doing this, including, without limitation, providing documents and other evidence and attending court hearings if required; and
- (e) if **your** claim relates to damaged **property**, **we** are entitled to retain possession of the damaged **property** and deal with salvage in a reasonable manner. **You** cannot abandon property to **us**; and
- (f) 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** request it; and **you** must reimburse **us** if **you** receive any money from any person ordered to make reparation to **you** in relation to a claim **we** have paid.

5. When a catastrophe or natural hazard strikes, **we** may receive a large number of claims. **We** will:

- (a) use **our** best efforts to meet all of **our** commitments in the Fair Insurance Code; and
- (b) respond as quickly as possible in a professional, practical and compassionate manner; and
- (c) update **you** at least once every 20 business days until **your** claim is resolved; and
- (d) prioritise **our** service for **our** most vulnerable Members.

- 6. If **your** claim is dishonest or fraudulent in any way, **we** may decline **your** claim, wholly or partially and, at **our** discretion, declare that this **policy** is void and unenforceable from the date of the dishonest or fraudulent act.

Other insurance

- 1. **You** must notify **us** immediately of any other insurance policy that covers **you** for any of the risks covered under this **policy**.
- 2. If any other insurance policy exists, **we** will only pay over and above the amount payable under that other policy.

Policy compliance

Before **we** pay any claim under this **policy**, **you** must:

- (a) comply with all its terms; and
- (b) pay any outstanding premium.

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

- (a) apply for or renew this **policy**; and
- (b) notify **us** regarding any change in circumstances; and
- (c) make any claim under this **policy**.

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

Policy renewal

1. 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:
 - (a) **you** have failed to meet the obligations of the 'Your duty of disclosure' clause or 'Change in circumstances' clause in the Welcome Section of this **policy**; or
 - (b) a **change in circumstances** results in **you** or **your property** no longer meeting **our** underwriting qualifying criteria; or
 - (c) **you** have failed to meet the obligations of the 'Policy compliance' clause in the General Conditions Section of this **policy**; or
 - (d) **you** have acted fraudulently or dishonestly; or
 - (e) **you** have breached **your** duty of utmost good faith to **us**; or
 - (f) the product has been discontinued.
2. 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 cost of materials (as determined by **us**). **You** are solely responsible for ensuring that the **sum insured** is sufficient to meet **your** needs.
3. **We** will notify **you** of changes however it is **your** responsibility to read the **policy** wording and review **your** schedule and invoice before paying the premium for the new **term**. If **you** disagree with the changes to **your policy**, **you** may lapse the **policy** with effect from the expiry date of the current **term** by providing notification to **us**.
4. **You** must pay the premium for the new **term** before the current **term** expires. Failure to do so will result in the **policy** lapsing on the expiry date of the current **term**.

Section Five:

Definitions

The following words have special meaning within this **policy** wording and have been defined below to assist in **your** understanding of the **policy** terms and conditions.

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

Accidental

Means unintended and unexpected by **you** and any other person insured under this **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 provided by **you** to **us** when **you** purchased this insurance or requested a quotation 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 prior to 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 prior 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.

Communicable disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 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; or

- 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 bylaws or regulations.

Computer system

Means:

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.

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.

Contamination level

Chemical contamination above the acceptable levels in the latest version of the New Zealand Standard NZS 8510 for remediation of methamphetamine contamination. This includes any amendments or standards passed in substitution of NZS 8510.

Cyber incident

Means a single or a series of related:

- unauthorised or malicious acts, regardless of time and place, or the threat or hoax;
- failures to act, any errors or omissions or accidents; or
- 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(s) of persons.

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 arise 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 and every claim under the **policy**.

Family

Means any family member or dependant who normally resides with **you** or while they are enrolled in full-time education and are residing within New Zealand at a boarding school, accommodation provided by a recognised tertiary education provider, or at a private home as a boarder.

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:

- (a) Light fixtures and fittings; and
- (b) Furniture, furnishings and home appliances that are permanently plumbed, wired or built into the **house**; and
- (c) 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**; and
- (d) Aerials and satellite dishes; and
- (e) Exterior blinds and awnings; and
- (f) Fitted floor coverings including glued, smooth edge or tacked carpet.

It does not include **other insured property** or **uninsured property**.

House glass

Means any glass that forms part of **your** doors, windows, screens, showers, permanently installed balustrades, fireplaces, rangehoods, fixed mirrors, appliances, or furniture.

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.

Landlord's property

Means any appliance (including any garden appliance), item of furniture, drapery or blind that **you** own and remains in **your property** within the residential boundaries of the **property's address** for the tenant's use, while the **house** is rented.

It does not include:

- personal effects; or
- items owned by **you** stored at the **property's address** and not intended for tenant use; or
- any living creatures including livestock and domestic pets; or
- motor **vehicles**, motor cycles, quad bikes, ATVs, UTVs, motor scooters, trailers or caravans and their parts or accessories that are in or attached to them; or
- aircraft or other aerial devices and their parts or accessories that are in or attached to them.

Loss

Means physical loss, physical damage or physical destruction occurring during the **term**.

Methamphetamine contamination damage

Loss caused due to the use, consumption, storage, distribution, or manufacture of methamphetamine or precursor substances required to manufacture methamphetamine (including contamination damage arising from the storage of the precursor substances) that exceeds the **contamination level**.

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 properties 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**.

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**:

- (a) Permanent decks, whether attached or detached from the **house**
- (b) Greenhouses, including glasshouses and shadehouses, used for domestic purposes only
- (c) Built-in furniture attached to other insured property
- (d) Cess pits, septic tanks, oil heating tanks, service tanks and water tanks including their fixed pumps (and drain inspection covers)

- (e) Permanent spa, sauna or in-ground swimming pools, including their fixtures, pipes and fixed pumps not permanently fixed to each dwelling or domestic outbuilding
- (f) Fences, walls and gates within 60 metres of the **house**
- (g) Driveways, paths, and paving within 60 metres of the **house**
- (h) Engineered tennis courts
- (i) Ornamental fountains and ponds, hard courts, terraces, patios, lamp posts and fixed statues
- (j) Retaining walls
- (k) 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**, provided they are to be permanently incorporated into **your house**
- (l) **Your house** fixtures and fittings temporarily removed from **your house**, to anywhere in New Zealand and during transit, for the purpose of restoration, renovation or repair.

It does not include the **house** or **uninsured property**.

Policy

Means a contract consisting of:

- **your application** and any other information **you** supplied **us**; and
- this **policy** wording; and
- the **schedule** and any subsequent renewal advices 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 prior to the **event** causing **loss** for which cover is excluded under this **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 prior to 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.

Restricted perils

Means **accidental loss** caused by:

- **Natural hazards**
- Fire, lightning or explosion
- **Theft** following violent and forceful entry
- Impact by or collision involving a **vehicle**
- 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) owned by **you** 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**.

Term

Means the period of insurance of this **policy** shown in the **schedule** and for any subsequent period that **we** may agree.

Terrorism

Means an act including, but not limited to, the use of force or violence and/or the threat thereof, by any person or group/s of persons, whether acting alone, or on behalf of, or in connection with, any organisation/s or government/s which is committed for, or in connection with political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/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 **your house** is no longer a safe or sanitary place to live because the **house** has suffered physical damage or **methamphetamine contamination damage**, or the **house** has been contaminated, 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.

Uninsured property

Means:

- (a) any property not at the **property's address**; and
- (b) any property that is used for business use; and
- (c) plants, hedges, trees, shrubs, and lawns, except for the cover provided under the 'Landscaping' and 'Tree removal' automatic additional benefits; and
- (d) **landlord's property**, except for the cover provided under the 'Landlord's property' automatic additional benefit; and
- (e) wharves, piers, slipways jetties and the like, unless specified in the **schedule**; and
- (f) bridges or anything on them, unless specified in the **schedule**; and
- (g) culverts and dams, unless specified in the **schedule**; and
- (h) **land**, earth or fill; and
- (i) any temporary structure; and
- (j) any above-ground swimming pool or spa pool.

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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