

# Lifestyle Property House Insurance Policy

Policy  
Document

The logo consists of a white shield shape with a green gradient background. The letters "mas" are written in a green, lowercase, sans-serif font inside the shield.

mas

# 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	✓	✓	✓	12
Burglary	✓	✓	✓	12
Malicious damage	✓	✓	✓	12
Fire and explosion	✓	✓	✓	12
Natural disaster	✓	✓	✓	7
Weather	✓	✓	✓	12
Legal liability	✓	✓	✓	17

Additional benefits	Sub-limit	Page	Additional benefits	Sub-limit	Page
Accidental death	\$20,000	12	Lifestyle buildings	\$40,000 / \$160,000	14
Alternative accommodation	\$50,000	13	Lifestyle fencing	\$20,000	14
Emergency entry	\$10,000	13	Lifestyle structures	\$5,000 / \$25,000	14
Emergency evacuation	\$50,000	13	Locks and keys	As per policy limits	14
Glass breakage	No excess/NCB	13	Loss of power	\$2,000	14
Greenhouses	\$5,000	13	New building work	\$20,000	14
Hidden gradual loss	\$5,000	13	Protection costs	\$10,000	15
Intentional fire or explosion by guests	As per policy limits	14	Tree removal	\$2,000	15
Landscaping	\$5,000	14	You choose your repairer	As per policy limits	15

## Important cover sub-limits

Policy items	Sub-limit	Page
Legal liability	\$10,000,000	18
Retaining walls	\$200,000	16
Bodily injury	\$1,000,000	18
Bailee's liability	\$20,000	17
Exemplary damages	\$100,000	17
Farm stay liability	\$50,000	17

# Important conditions of cover

## House use

You must notify us if your house is at any time rented out, or intended to be rented out in the future, even if only for a short period of time. If you do not notify us your house may not be covered. Depending on the intended rental period you may need to take out a Residential Rental Property House policy.

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.

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## Home office or healthcare practice

You must notify us if you are conducting any business or income generating activities on the property. Special conditions apply to these activities and breaches may result in no cover under this policy.

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## Property under repair or alteration

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.

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## Qualifying for Lifestyle cover

This policy is not designed to cover farming operations. Qualifying criteria must be met before you are eligible to purchase this policy. These are listed in the policy introduction and include income limits for activities carried out on the property. Animals on the property are subject to maximum head counts and the minimum sum insured available under this policy is \$75,000 including GST.

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# Notifying us when things change

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. renting out the property or leaving it 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 floor risk changes; or
4. if you or any other person insured under the policy commits, is charged with, or convicted of, any criminal offence.

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# Cover exclusions

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.

Page 12 and Page 19

# Your obligations

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.

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## 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** lifestyle 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.

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.

## 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 (a **change in circumstances**).

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

1. renting out the **property** or leaving it 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** may cancel this **policy** at any time by giving **us** notice and **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 that cover that has been provided.

**We** may cancel this **policy** during the **term** if:

1. **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
2. a **change in circumstances** results in **you** or **your property** no longer meeting **our** underwriting qualifying criteria; or
3. **you** have failed to meet the obligations of the 'Policy compliance' clause in the General Conditions Section of this **policy**; or
4. **you** have failed to pay the premium within 30 days of the **term** starting; or
5. **you** have failed to pay the value of a dishonoured premium instalment within 30 days of the dishonour occurring; or
6. **you** have acted fraudulently or dishonestly; or
7. **you** breach **your** duty of utmost good faith to **us**.

**We** will send **you** written notice of cancellation to **your** last known postal or email address at least 14 days before the cancellation takes effect (except where **you** have failed to pay the premium within 30 days of the **term** starting. In this event, **your policy** will be cancelled from the start of the **term** without further notice to **you**). **We** will refund the unused portion of any premium **you** have already paid to **us**.

**Your policy** is automatically cancelled if **we** pay out the total **sum insured**, replacement or indemnity value of **your policy** on a claim. If this happens, 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 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](http://icnz.org.nz).

## Making a complaint

**We** are committed to high standards of customer service. If **you** are not satisfied with **our** service, a decision **we** have made, or **our** company policies, please contact **us** and let **us** know. **We** have a formal complaints procedure to help resolve any problems that may arise.

If **you** make a complaint to **us**, **we** will:

1. acknowledge **we** have received **your** complaint within five business days;
2. give **you** the name and contact details of the person handling **your** complaint;
3. ensure that an experienced person who has not handled **your** case fully investigates **your** complaint;
4. respond to **your** complaint within 10 business days of the date **we** have all the information **we** need to determine **your** complaint. Where further information, assessment or investigation is required, **we** will agree reasonable timeframes with **you**. If **we** cannot agree on reasonable timeframes, **you** can contact **our** independent external dispute resolution scheme about those timeframes;
5. update **you** at least once every 20 business days, or another such interval as **we** may agree with **you**, until **your** complaint is resolved.

If **we** cannot resolve **your** complaint to **your** satisfaction through **our** internal dispute resolution process within two months, **we** will explain **our** reasons to **you** in writing and provide **you** with a 'letter of deadlock'. Depending on the nature of the problem, **you** may then have access to **our** independent, external dispute resolution scheme, the Insurance and Financial Ombudsman Scheme which is available to help resolve disputes: [ifso.org.nz](http://ifso.org.nz).

If **you** feel **your** human rights have been breached, **you** can contact the Human Rights Commission on 0800 496 877 or through its website: [hrc.co.nz](http://hrc.co.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 1993.

## Natural disaster cover

Where **your property** suffers **loss** due to a **natural disaster**, cover is provided by the Earthquake Commission through **EQCover**. The premium **you** pay to **us** includes the premium for **EQCover**. **We** are not liable under this **policy** for any **loss** to **your property** arising from **natural disaster** unless the Earthquake Commission declares the **natural disaster** to be an **event** covered by **EQCover**.

**We** will then:

- where the Earthquake Commission accepts a claim for the **loss** and assesses the **loss** as greater than the applicable limit of **EQCover**, cover the difference between the applicable limit of **EQCover** 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 **EQCover** (e.g. swimming pools, fences and paths) but which **we** have agreed to insure on the terms of this **policy**.

If the Earthquake Commission declares the **natural disaster** to be an **event** covered by **EQCover**, **we** will provide cover under the automatic additional benefits in this **policy**. If the Earthquake Commission declines **your** claim for **EQCover**, no cover will be available under this **policy** for the **loss** or for the automatic additional benefits. If the Earthquake Commission does not declare the **natural disaster** to be an **event** covered by **EQCover**, 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 EQCover**, and **you** will be required to pay an **excess** on all **EQCover** claims.

If **you** would like more information about **EQCover**, please contact **us** for a brochure or phone the Earthquake Commission on 0800 508 765.

## 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.

## One event – one excess

Where an **event** results in a claim under this **policy** and another **policy you** have with **us**, **you** only have to pay one **excess**. This will be the highest applicable **excess** of any of the **policies**.

This clause is not applicable where an **event** results in a claim under this **policy** and a Business Risks or Contract Works **policy**.

## Secured No Claims Bonus

If **you** hold this **policy** for a continuous period of five years and do not make a claim (excluding glass claims), **you** qualify for our Secured No Claims Bonus. Once **you** qualify and 'Secured No Claims Bonus' is shown in the **schedule**, **your** maximum No Claims Bonus is protected for the life of the **policy**, regardless of the number of claims **you** may make.

## Qualifying for this policy

To qualify for this **policy**:

- **your** main income must be earned away from the **lifestyle property**; and
- the maximum gross income earned from activities associated with the **lifestyle property** must not exceed \$25,000 per annum; and
- **you** must not have more than 100 head of **small stock** and 40 head of **large stock** at the **lifestyle property** at any one time,

unless **we** have agreed to higher limits in advance and this is noted in the **schedule**.



# 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 **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 not less than 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

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

1. **You** 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** have not complied with the terms above, then:
  - (a) There is no cover for **loss** caused by the manufacture, storage, or distribution of any 'controlled drug' as defined in the Misuse of Drugs **Act** 1975; and
  - (b) There is no cover under the 'Intentional fire or explosion by guests' automatic additional benefit.

## Home office or healthcare practice

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

1. office for clerical work only; or
2. **healthcare practice**; or
3. other minor business with **our** written agreement,

Provided that:

1. the primary use of the **house** is for residential occupation.
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** written agreement.

## Farm stay

**We** will cover any part of the **property** used as a farm stay provided that:

1. the primary use of the **house** is for residential occupation; and
2. the total annual gross income from **your** farm stay activities does not exceed \$25,000; and
3. for taxation purposes, **you** claim no more than 50% of **your house** for accommodation of paying guests.

## 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 boundary** of the **lifestyle property**. 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 boundary** 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 boundary** of the **lifestyle property**:

- (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.

### 3. Lifestyle buildings

The following property owned by **you** within the boundaries of the **lifestyle property**:

- (a) Workshops; and
- (b) Hay sheds; and
- (c) Implement sheds; and
- (d) Wood sheds; and
- (e) Wool sheds; and
- (f) Barns; and
- (g) Pump sheds; and
- (h) Stables; and
- (i) Any other building used for lifestyle farming purposes that **we** have agreed to in advance and is noted in the **schedule**

has limited cover under the 'Lifestyle buildings' automatic additional benefit.

#### 4. Lifestyle fencing

The following **property** owned by **you** within or on the boundaries of the **lifestyle property**:

- (a) Artificial wind breaks; and
- (b) Shelter belts; and
- (c) Fences outside the **residential boundary**

have limited cover under the 'Lifestyle fencing' automatic additional benefit.

#### 5. Lifestyle structures

The following **property** owned by **you** within the boundaries of the **lifestyle property**:

- (a) Stock yards and pens not attached to a **lifestyle building**; and
- (b) Windmills and associated equipment; and
- (c) Above ground tanks, stands and silos, but not those covered under **other insured property**; and
- (d) Underground and overhead services, including gas pipes, freshwater pipes, electricity and telephone cables outside the **residential boundary**

have limited cover under the 'Lifestyle structures' automatic additional benefit.

#### 6. Greenhouses

**Greenhouses** owned by **you** within the boundaries of the **lifestyle property** have limited cover under the 'Greenhouses' automatic additional benefit.

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

#### 1. Uninsured property

- (a) Any property not at the **lifestyle property** 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, except for the cover provided under the 'Home office or healthcare practice' clause in the **policy** introduction; and
- (c) Plants, hedges, trees, shrubs and lawns, except for the cover provided under the 'Landscaping' 'Lifestyle fencing', and 'Tree removal' automatic additional benefits; and
- (d) Landlord's furniture, furnishings, fixtures and fittings; 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) Roads, accessways and driveways outside the **residential boundary**; and
- (j) Gravel roads and tracks; and
- (k) Any temporary structure; and
- (l) 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** or **lifestyle building** 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 **lifestyle property**,
- 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 as a result of fire or explosion caused by any tenant, guest of a tenant or **your** guest.

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**.

### Accidental death

1. If **you** are injured and, as a consequence, die as a result of a sudden **accidental event**, **we** will pay \$20,000 to **your** estate.
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, irrespective of how many **policies you** have with **us**.

## Alternative accommodation

- We** will pay:
  - the additional and reasonable costs necessarily incurred by **you** for alternative accommodation within New Zealand, comparable to the standard of **your house**, for **you** and **your** domestic pets (excluding working dogs, **large stock** and **small stock**); and
  - to move **your** contents to the alternative accommodation and return them to **your house**; and
  - 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:

- we** have agreed that the **house** is uninhabitable; and
  - it is **your** main residence; 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 Earthquake Commission accepting a claim under the Earthquake Commission **Act 1993**.
- We** will pay up to \$50,000 in total under this benefit and irrespective of how many **policies you** hold with **us**, and only until:
    - we** have proven the **house** is habitable; or
    - the repairs to the **house** are completed; or
    - 30 days after **we** have given notice to **you** of **our** intent to stop paying because the claim on the **house** has been settled.
  - We** will not pay for any other increased or associated costs including, but not limited to:
    - letting fees, or any travel, utility service, meal, internet, phone or subscription costs; or
    - any costs associated with the existing **house**.
  - 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.
  - 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 of which 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

- 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:
  - advises, and **we** agree, against **you** living in **your house**; or
  - prevents **you** from accessing the **lifestyle property**.
- 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.

## 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.

## Greenhouses

- Greenhouses** owned by **you** within the boundaries of the **lifestyle property** are covered for **loss** due to **restricted perils**.
- Greenhouses** are insured for **current value**. The most **we** will pay to **repair or replace** the **greenhouse** and all additional costs is \$5,000 for any one **event**.

## Hidden gradual loss

- Provided **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 damaging undamaged **property**, provided that any work has been authorised by **us** before it is incurred.
- The most **we** will pay for all costs and damages incurred under this benefit and during the **term** is \$5,000.
- 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.
- For the purpose 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 guests

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.

## Landscaping

1. If **we** accept a claim under this **policy**, **we** will also cover the reasonable cost of replanting or repairing lawns, flowers, trees, hedges or shrubs, and any other reasonable landscaping costs, within the **residential boundary** of **your lifestyle property**.
2. The most **we** will pay for any **event** is \$5,000.

## Lifestyle buildings

1. **Lifestyle buildings** owned by **you** within the boundaries of the **lifestyle property** including:
  - (a) fittings and fixtures that are permanently attached to the building; and
  - (b) underground pipes for gas and water supply and sewage disposal, and effluent ponds and associated piping and machinery, that are directly attached to and service the **lifestyle building**; and
  - (c) plant and machinery (fixed to or permanently located within the **lifestyle building**)are covered under the same terms and conditions as the **house**.
2. **Lifestyle buildings** are insured for Agreed Value. The most **we** will pay to **repair or replace** a **lifestyle building** and all additional costs is \$40,000, up to a maximum of \$160,000 for any one **event**.

## Lifestyle fencing

1. **Lifestyle fencing** owned by **you** within or on the boundaries of the **lifestyle property** are covered for **loss** due to:
  - (a) earthquake, flood, fire, explosion, storm or lightning; or
  - (b) any aircraft or aerial device, or anything dropped from them; or
  - (c) impact by any motor **vehicle**.
2. For **your** shelter belts, **we** will pay the cost of removing and replanting the materially damaged plants in shelter belts with new saplings.
3. **Lifestyle fencing** is insured for the value of the damaged area of the fencing immediately before the **event**. The most **we** will pay to **repair or replace** the **lifestyle fencing** and all additional costs is \$20,000 for any one **event**.

## Lifestyle structures

1. **Lifestyle structures** owned by **you** within the boundaries of the **lifestyle property** are covered under the same terms and conditions as the **house**.
2. **Lifestyle structures** are insured for Agreed Value. The most **we** will pay to **repair or replace** a **lifestyle structure**

and all additional costs is \$5,000, up to a maximum of \$25,000 for any one **event**.

## Locks and keys – excess and No Claims Bonus protection

1. **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:
  - (a) they have been lost or damaged; or
  - (b) **you** have good reason to believe they have been stolen or duplicated without **your** consent during the **term**.
2. **You** do not need to pay an **excess** and **your** No Claims Bonus will not be affected by a claim under this benefit.

## Loss of power – excess and No Claims Bonus protection

1. If **you** lose power supply to the **house** for more than 24 consecutive hours because of a sudden and unforeseen **event**, **we** will pay the reasonable costs associated with **you** hiring a generator to restore power.
2. There is no cover for loss of power supply intentionally caused by a power supply company.
3. The most **we** will pay for any one **event** is \$2,000.
4. **You** do not need to pay an **excess** and **your** no claims bonus will not be affected by a claim 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 **lifestyle property**.
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 **lifestyle building**; 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; or
  - (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

- We** will pay the necessary and reasonable costs incurred to:
  - safeguard the **property** from, or minimise, **loss** where a peril threatens imminent **loss** that would be covered by this **policy**; and
  - 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**.
- We** will pay the reasonable costs incurred to replenish **your** fire-fighting equipment after it has been used to protect **your** house following, or to prevent, a **loss** covered by this policy.
- The most **we** will pay for any **event** is \$10,000.

## Tree removal

- If **we** accept a claim under this **policy** for damage to the **house** or a **lifestyle building**, **we** will pay the reasonable costs incurred to remove fallen trees or partial fallen trees from within the boundary of **your lifestyle property**, including any part still standing and the stump from the ground.
- 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.
- The most **we** will pay for any **event** is \$2,000.

## You choose your repairer

- If **we** have accepted a claim under this **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 appointed by **us**.
- 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**:
  - own the **property**; and
  - 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:

- pay the reasonable costs to **repair or replace** the item or **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
- 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 appointed by **us**.

## Additional costs

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

- 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
- reasonable **compliance costs**, provided that:
  - 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
  - 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
- 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:

- Compliance costs**:
  - where **your** certificate of title for the land at the **lifestyle property** 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
  - 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 **lifestyle property**.

### 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 for **loss** for all retaining walls at the **property** arising out of an **event** is \$200,000, 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 Earthquake Commission **Act 1993 (EQCover)**:
  - (a) **we** will not pay any **excess** under **EQCover**; and
  - (b) the combined total of what **we** pay and the **EQCover** pays must not exceed the maximum amount payable under this **policy** for any one **event**; and
  - (c) if the Earthquake 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 **lifestyle 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; 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 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**; or
  - (i) asbestos.
2. fines, penalties.
3. exemplary damages, except for the cover provided under the 'Exemplary damages' automatic additional benefit.

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** legal liability. These benefits are subject to the exclusions in Section Two: Legal Liability and Section Three: General Exclusions. Unless specifically noted otherwise, the sub-limits are included in the total per **event** limit.

### Bailee's liability

- (a) **We** will cover **you** for any legal liability to pay compensation for **accidental loss** to other people's property in **your** custody as part of **your lifestyle property** operations.
- (b) **We** will not cover **you** for any liability for damage to:
  - (a) any land or building; or
  - (b) any motor vehicle; or
  - (c) any produce that has been in **your** custody for more than 60 days; or
  - (d) any produce where the damage is caused directly by the process of maturing, grading or packing; or
  - (e) any produce stored in any refrigeration facility caused, directly or indirectly, by the electricity supplier intentionally cutting **your** power supply.
- (c) Including defence costs, the most **we** will pay is \$20,000 per **event**.

### Exemplary damages

1. **We** will cover **you** for any punitive or exemplary damages awarded against **you** by a New Zealand court for any act or omission committed by **you** as part of **your lifestyle property** operations that causes damage to other people's property.
2. Including defence costs, the most **we** will pay is \$100,000 per **event**.

### Farm stay liability

1. **We** will cover **your** legal liability arising under the Innkeepers **Act** 1962 or any amendments for **accidental loss** to the property of **your** paying guests.
2. This benefit will only apply if the 'Farm stay' conditions in the **policy** introduction have been complied with.
3. Including defence costs, the most **we** will pay is \$50,000 per **event**.

# 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.

## 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.

## Civil commotion/riot

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

## 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.

## 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** 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** have 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](http://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
  - (d) if **your** claim relates to damaged **property**, **we** are entitled to retain possession of the damaged **property** and deal with salvage in reasonable manner. **You** cannot abandon **property** to **us**; and
  - (e) 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 disaster 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 and 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 costs 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 notifying **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.

## Current value

Means the reasonable cost to replace the item of **property** suffering **loss**, immediately before the **event** and in New Zealand, with an item of comparable age, condition, quality and capability. For **greenhouses** with cloth or flexible plastic cladding, the **current value** will be assessed based on a maximum life span of five years for the material.

## 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**.

## EQCover

Means insurance cover for residential properties provided by the Earthquake Commission under the Earthquake Commission **Act** 1993, up to the limits, and on the conditions set out in that **Act**.

## 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.

## Greenhouse

Means any building within the boundaries of the **lifestyle property** where the exterior cladding is made of glass, cloth, or flexible plastic material. It does not include the **house**, **other insured property** or **uninsured property**.

## 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, but is not limited to, dentistry, midwifery-obstetrics, medicine, nursing, optometry, pharmacy, psychology, veterinary medicine and other care providers.

## House

Means each dwelling or domestic outbuilding (including garages and sheds) owned by **you** within the **residential boundary** of the **lifestyle property**.

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 boundary** 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**.

## 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.

## Large stock

Means any of the following animals:

- (a) Cattle
- (b) Horses
- (c) Deer.

## Lifestyle property

Means the block of land at the situation shown in the **schedule**.

## Lifestyle buildings

Means any of the following **property** owned by **you** within the boundaries of the **lifestyle property**:

- (a) Workshops
- (b) Hay sheds
- (c) Implement sheds
- (d) Wood sheds
- (e) Wool sheds
- (f) Barns
- (g) Pump sheds
- (h) Stables.

It does not include the **house**, **other insured property** or **uninsured property**.

## Lifestyle fencing

Means any of the following **property** owned by **you** within or on the boundaries of the **lifestyle property**:

- (a) Artificial wind breaks
- (b) Shelter belts
- (c) Fences outside the **residential boundary**.



## Lifestyle Structures

Means any of the following **property** owned by **you** within the boundaries of the **lifestyle property**:

- (e) Stock yards and pens not attached to a **lifestyle building**
- (f) Windmills and associated equipment
- (g) Above ground tanks, stands and silos, but not those covered under **other insured property**
- (h) Underground and overhead services, including gas pipes, freshwater pipes, electricity and telephone cables outside the **residential boundary**.

## Loss

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

## Natural disaster

Means earthquake, natural landslip (as defined in the Earthquake Commission **Act** 1993), volcanic eruption, hydrothermal activity, tsunami or fires resulting from these events or any other natural disaster that is covered under the Earthquake Commission **Act** 1993.

## Other insured property

Means any of the following **property** at the **property's address** owned by **you** within the **residential boundary** of the **lifestyle property**:

- (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, lifestyle buildings, lifestyle structures, lifestyle fences, greenhouses** and **other insured property**. It does not include **uninsured property**.

## 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.

## Residential boundary

Means the area of the **lifestyle property** that is within a 60 metre linear distance of any point of the **house**.

## Restricted perils

Means **accidental loss** caused by:

- fire, lightning or explosion; and
- storm or flood; and
- **theft** following violent and forceful entry; and
- impact by or a collision involving a **vehicle**; and
- aircraft, or other aerial or spatial devices or articles dropped by them; and
- earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these.

## Schedule

Means the most recent schedule **we** have issued to **you**.

## Small Stock

Means any of the following animals:

- (a) Sheep
- (b) Alpaca
- (c) Llamas.

## Spouse

Means **you** 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 boundary** 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.

## Uninsured property

Means:

- (a) any property not at the **lifestyle property**; and
- (b) any property that is used for business use, except for the cover provided under the 'Home office or healthcare practice' clause in the policy introduction; and
- (c) plants, hedges, trees, shrubs, and lawns, except for the cover provided under the 'Landscaping', 'Lifestyle fencing' and 'Tree removal' automatic additional benefits; and
- (d) landlord's furniture, furnishings, fixtures and fittings; 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) roads, accessways and driveways outside the **residential boundary**; and
- (j) gravel roads and tracks; and
- (k) any temporary structure; and
- (l) 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**.





Look us up at [mas.co.nz](http://mas.co.nz)  
Call us on 0800 800 627

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