
Westpac Home, Contents, Vehicle & Boat Cover Policy

This is your Westpac Home, Contents, Vehicle and Boat Cover Policy.
It is an important document and should be kept in a safe place.
Please take the time to read this document.



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We welcome you

Introduction

Westpac Home Cover, Contents Cover, Vehicle Cover and Boat Cover are sold through Westpac for IAG New Zealand Limited (IAG). These covers have been specifically designed to meet Westpac customers' needs. Westpac has arranged the covers and IAG underwrites them.

This Policy consists of:

- this Policy Wording, and
- the *schedule*.

This Policy Wording consists of 4 Sections:

- Section 1 Westpac Home Cover
- Section 2 Westpac Contents Cover
- Section 3 Westpac Vehicle Cover
- Section 4 Westpac Boat Cover.

You only have cover under the Sections shown in *your schedule*.

In this Policy some words are in italics e.g. *loss*. This indicates that the words have a special meaning. Please refer to the Section 'Meaning of words', to find out the meaning.

You can contact us at any time on our toll free phone numbers:

Customer service **0800 809 378**
Claims **0800 309 378**

Policy enquiries

If at any time you have an enquiry or complaint about your Policy or wish to claim under your Policy please contact us. If your enquiry or complaint relates to your Policy, please call us on **0800 809 378** or if it relates to a claim, please call us on **0800 309 378**.

If you are not satisfied with the way we resolve your enquiry or complaint, we can let you know how to refer this to either the Banking Ombudsman or the Insurance and Financial Services Ombudsman.

Your 30 day free look

Please read this Policy carefully. If it is not suitable to you, you may return it to us within 30 days of it starting. We will regard this cover as never commencing. You will receive a complete refund of any premium you have paid.

Your premium payment

In return for you paying the premium to us, we provide the cover explained in this Policy for the Sections you have selected.

Headings

The headings in this Policy do not form part of it and are not to be referred to in interpreting it.

Your reminder list

We remind you of the following requirements that can affect your cover under this Policy. Please keep them in mind so your valuable cover is not at risk. This list is a summary only of the main requirements:

All covers

(a) Change in circumstances

Please advise us immediately of any material change in your circumstances from those that existed when you took out this insurance. For example, please advise us of any criminal convictions since the Policy started.

(b) Change of address

You must tell us if you move. This insurance and the premium payable is based on your current location, which is shown in the *schedule*.

(c) Duty of disclosure

When you apply for insurance, you have a legal duty of disclosure. This means 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, or
2. the cost or terms of the insurance, including the excess.

You also have this duty every time your insurance renews and when you make any changes to it. If you breach this duty, we may treat your Policy as being of no effect and to have never existed. Please ask us if you are not sure whether you need to tell us about something.

(d) Joint insurance

Where this Policy covers the interest of more than one party, any action, or failure to act by one party which will mean that there is no cover under this Policy, will prejudice the rights of all parties so that there is no cover for any party under this Policy.

(e) Other insurance

You must tell us as soon as you know of any other insurance policy that covers you for any of the risks covered under this Policy. This Policy does not cover your loss or liability at all if it is insured to any extent under any other insurance policy. We will not contribute towards any claim under any other insurance policy.

(f) Premiums

You must pay the premium within 30 days of the due date otherwise we can cancel your Policy. Your premium must be fully paid before we will meet any claim.

(g) Reckless

You must take care of the property you insure and not be reckless.

(h) Truthful

This Policy is based on honesty. You must be entirely truthful with us at all times.

Westpac Home Cover

(a) Alterations to the home

You must tell us if you intend to lift or shift your home or remove any structural support or roofing materials. Cover may be available for this on request.

(b) Change of occupancy

You must tell us if the occupancy of the home changes. For example, your owner occupied home changes to a rented home.

(c) Residential use

Your home must only be used for private residential purposes (although it may include a home office). If this is not the case, you must tell us immediately. We may be able to continue your cover however we may wish to change the terms to fairly reflect this change before we agree to do this.

(d) Unoccupancy

If the home is unoccupied for more than 60 consecutive days, cover is limited to defined perils only unless we have agreed in writing that normal cover may continue. Please notify us as soon as you become aware that this might happen. We may be able to continue your cover, however, we may wish to change the terms of your cover to fairly reflect this change before we agree to do this. Cover will automatically resume as soon as the home is lived in again.

This restriction does not apply to unoccupied holiday homes, provided certain conditions are met.

Westpac Contents Cover

(a) Alterations to the home

You must tell us if you intend to lift or shift your home or remove any structural support or roofing materials. Cover may be available in these circumstances on request.

(b) Change of occupancy

You must tell us if the occupancy of the place you live in changes. For example, you change from living on your own to living with flatmates.

(c) Location

Your contents are covered while they are located at the situation named in the schedule and whilst temporarily anywhere else in New Zealand. They are not covered if they are permanently somewhere else, or while they are being moved to a new location. Please contact us if you want to arrange cover for this. If you move, you must tell us within 14 days of your new location for cover to continue at the new location.

(d) Residential use of the situation

The situation must only be used for private residential purposes (although it may include a home office). If this is not the case you must tell us immediately. We may be able to continue your cover however we may wish to change the terms to fairly reflect this change before we agree to do this.

(e) Unoccupancy

If the home is unoccupied for more than 60 consecutive days under Full Cover or more than 30 consecutive days under Renter's Cover, cover is limited to defined perils only unless we have agreed in writing that normal cover may continue. Please notify us as soon as you become aware that this might happen. We may be able to continue your cover however, we may wish to change the terms of your cover to fairly reflect this change before we agree to do this. Cover will automatically resume as soon as the home is lived in again.

This restriction does not apply to unoccupied holiday homes, provided certain conditions are met.

Westpac Vehicle Cover

(a) Change of ownership, use or regular driver

You must tell us if there is any change of ownership or use of your vehicle or a change of regular driver. For example, if you start using your vehicle for business use, or if your son or daughter starts using your vehicle on a regular basis.

(b) Driving or traffic offences

You must tell us if you or any other driver is charged with or fined for any driving or traffic offence (other than parking infringements) or their licence is suspended or revoked for any reason.

(c) If you purchase a vehicle

If you replace your vehicle or purchase another vehicle, we will cover your new vehicle if its market value is no more than \$100,000, however you must tell us within 30 days of the date of purchase, and we may change the terms of cover to fairly reflect this change.

(d) Modifications or changes

Modifications to a vehicle can invalidate your insurance. Please check with us before you start any modifications or changes. For example, you lower your vehicle, change the vehicle's engine, modify the exhaust system, change the stereo or add a racing steering wheel.

Westpac Boat Cover

(a) Cover for jet boats

Jet boats are only covered while being used in waters navigable by propeller driven boats.

(b) Moorings

If your boat is permanently moored the mooring must comply with regulations and must be inspected at least every 3 years.

(c) Theft

You must adequately secure your boat whilst it is unattended.

How you can claim under each cover

What you must do

You must:

- immediately tell us of any event that might result in a claim. You can contact us at any time on our toll free phone number 0800 309 378
- if an item is lost, you must tell the Police if we request it
- complete our claim form if we request it
- immediately tell the Police if you suspect a crime has been committed
- try to reduce any further loss or liability
- give us free access to examine and assess the circumstances of the claim
- take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses
- immediately send us any communication received from any other person in relation to the claim
- co-operate with us at all times, and complete any documentation we require, including any statutory declaration
- authorise disclosure of your personal information to us held by anyone else in connection with the claim
- authorise disclosure of your personal information held by us to anyone else in connection with the investigation and administration of your claim.
- tell us immediately if you or anyone else entitled to cover under this Policy is charged with any offence which resulted in loss of property or bodily injury to another person.

What you must not do

You must not:

- dispose of any property involved in a claim, without our prior consent
- incur any expense, without our prior consent, except in order to minimise any claim
- make any claim which is fraudulent in any respect. Otherwise, we may decline the entire claim and cancel this Policy
- make any untruthful statements in relation to any claim.

Liability claims

- You must not admit responsibility for any claim situation, or try to negotiate, defend or settle any alleged liability.
- We have the sole right to act in your name and on your behalf to negotiate, defend or settle any liability claim.
- We may choose the lawyer to represent you and us and he or she reports directly to us.
- We may settle any liability claim by paying the maximum amount payable under this Policy (or any lesser amount for which the liability can be settled), including costs and expenses incurred to date. If we do so, this meets our obligations under this Policy in full.
- You or anyone else entitled to cover under this Policy must obtain our agreement before you or they negotiate, offer to pay or pay any reparation, including, but not limited to, offers made as part of any case management conference or sentencing hearing.

Recoveries

Once we have accepted a claim, we may pursue in your name any legal right of recovery you may have. If we do this, it will be at our expense.

Section 1: Home Cover

What you are insured for

We cover you against sudden and accidental loss to your home during the period of insurance.

What you are also insured for (these benefits are included in your sum insured)

These benefits are provided on the same terms. If you have the same benefit with us elsewhere you can only claim once.

Gradual damage protection

We will cover you for the cost of repairing damage to your home if it suffers loss by:

- mildew, or
- rot, or
- hidden gradual deterioration

caused by water that accidentally leaks or overflows from any internal tank that is plumbed into the water reticulation system of the home and is permanently used to store water, or internal water pipe or internal waste disposal pipe permanently installed at your home.

However the leak or overflow must first occur and the loss must first be discovered when:

- you own the home, and
- we insure your home.

We will pay up to \$3,000 to repair the resulting damage (including the cost of locating the leak). We do not pay for the cost of repairing the leak.

We deduct the excess shown in the schedule from the amount of your claim.

Landlord's chattels

If the schedule shows the occupancy of the home as 'landlord', we will also cover your appliances, furniture, blinds and drapes that remain in your home while it is tenanted.

We will pay their present day value only, up to a maximum of \$5,000.

We deduct the excess shown in the schedule from the amount of your claim.

Landscaping

If your home suffers loss covered by this Section, we will also pay for the reasonable costs of restoring any resultant damage to your garden, including any necessary re-landscaping.

If your garden suffers loss during the period of insurance because of a fire, or impact by a vehicle, (whether or not there is loss to the home), we will also pay for the reasonable costs of restoring the part of your garden that has been damaged.

We will pay up to \$3,000. Your standard excess does not apply.

Methamphetamine contamination

This Section is extended to cover contamination damage to:

1. the home, or
2. landlord's chattels at the home,

that first occurs and that you discover during the period of insurance, subject to the following:

There is no cover for any contamination damage where any contamination existed or occurred prior to the current period of insurance unless the pre-existing contamination was disclosed to and accepted by us in writing. If you have insured your home with us (or any other brand underwritten by us) continuously since the earlier period when the contamination damage first occurred, we will waive the requirement for the contamination damage to have first occurred during the current period of insurance.

Damage by you and certain others not covered

You are not covered for any contamination damage that is caused or contributed to, directly or indirectly, by or in connection with you or your partner, or any member of your or their family.

For the purposes of this exclusion, you includes any trustee or beneficiary of the trust if the home is owned by the trust, or any director or shareholder of the company if the home is owned by the company, or any unit title holder.

Where you do not live in the home

Where the contamination damage occurs in connection with any tenancy or occupancy of:

1. more than 90 days, there is no cover unless you, or the person who manages the tenancy on your behalf, have fully met the 'Landlord's obligations' under the special conditions on page 6 of this Policy Wording, or
2. 90 days or less, there is no cover unless the contamination damage was caused by a sudden and accidental incident in connection with the manufacture, distribution or storage (but only where the storage is in connection with supply or distribution) of methamphetamine at the home.

What we will pay

1. Where there is cover under this benefit, we will:
 - (a) reimburse you for the reasonable costs you have incurred during the period of insurance for testing, provided:
 - i. the testing is carried out in accordance with New Zealand Standard NZS 8510 or by an operator approved by us, and
 - ii. the testing confirms contamination damage to the home, and
 - (b) pay to remediate that part of the home that suffered contamination damage subject to the provisions below.

Please note, the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination and will not restore the home to its condition when it was new.
2. We may choose to:
 - (a) pay the reasonable costs to remediate the part of the home that suffered the contamination damage, or
 - (b) pay you the estimated reasonable cost to remediate the part of the home that suffered the contamination damage.
3. The most we will pay for any contamination claim for each residential dwelling shown in the schedule as covered by this Section is \$30,000.
4. An excess of \$2,500 or the excess shown in the schedule, whichever is greater, will apply to any contamination claim for each residential dwelling shown in the schedule as covered by this Section.

Security after loss

If your home suffers loss covered by this Section, we will also pay the reasonable costs (approved by us) to temporarily secure your home against further loss or damage if your home cannot be lived in following that loss. We will pay up to \$2,000. Your standard excess does not apply.

Lost or stolen keys

Where any key, remote door opener, swipe card or similar device giving access to your home that you permanently live in is:

- lost, or
- stolen, or
- believed on reasonable grounds to have been duplicated without your permission

during the period of insurance, we will cover the costs to replace those keys and alter or replace the locks which they are used for. We will pay up to \$2,000. Your standard excess does not apply.

Selling your home

If your home suffers loss covered by this Section after you entered a contract to sell your home, we will cover the purchaser of your home under this Policy for any loss of deposit suffered by the purchaser as a result of that loss, up until the earlier of the final settlement date, and the date the purchaser takes possession of your home.

However, the purchaser must meet all the same conditions of this Section and must not have already insured the home at the time of the loss.

'Natural disaster damage' benefit

The 'Natural disaster damage' benefit on page 17 of this Policy Wording applies to this Section also.

What you are also insured for (these benefits are additional to your sum insured)

These benefits are provided on the same terms. If you have the same benefit with us elsewhere, you can only claim once. Your standard excess does not apply.

Fatal injury

If you or your partner dies as a direct result of injury suffered in a fire or burglary at your home during the period of insurance, we will pay \$5,000 to your estate. The death must occur within 90 days of that injury.

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

Loss of rent

This Section is extended to cover the amount of any rent you have lost, if the home cannot be lived in due to loss or contamination damage to the home that occurs during the period of insurance that:

1. is covered by this Section, or the 'Natural disaster damage benefit that applies to all Sections' or
2. would have been covered by this Section, or the 'Natural disaster damage benefit that applies to all Sections', but is covered by EQCover instead,

while the home is a residential rental property and this is shown in the schedule.

Cover under this benefit ends on the earlier of the date on which we:

- (a) settle your claim for loss or contamination damage, or
- (b) have paid you 12 months' loss of rent.

Where we have settled your claim for loss or contamination damage by payment of the estimated costs to repair or remediate, we will cover the amount of rent lost for the reasonable estimated period that it would take to repair or remediate that part of the home that suffered the loss or contamination damage.

The most we will pay for any event or contamination claim for each residential dwelling shown in the schedule as covered by this Section is \$20,000.

If you have loss of rent cover under any other policy with us, the most we will pay for any event or contamination claim for each residential dwelling under all policies in total is the highest applicable limit.

Owner's legal liability

We insure you against:

1. your legal liability for:
 - (a) accidental loss to anyone else's property, or
 - (b) bodily injury to anyone else,occurring during the period of insurance in New Zealand, caused by or through or in connection with your ownership of the home or its grounds, or the landlord's chattels.
2. defence costs you necessarily and reasonably incur, with our prior approval, in relation to liability arising under item 1. above.
3. your legal liability to pay reparation to a victim who has suffered accidental loss of property or bodily injury as a result of your committing an offence during the period of insurance in connection with your ownership of the home or its grounds, or the landlord's chattels. There is no cover under this item 3. for:
 - (a) any amounts that are covered under the Accident Compensation Act 2001 or would be covered but for any failure of the victim to notify a claim, decision of the victim to not make a claim or decision by Accident Compensation Corporation to decline a claim in whole or in part, or
 - (b) defence costs, court costs, levies or costs awarded.

There is no cover under this benefit for:

1. liability, including liability for reparation, connected in any way with:
 - (a) any business (other than renting the home as a residence), trade, profession or sponsorship, or
 - (b) any contract or agreement, unless you would have been liable even without a contract or agreement, or
 - (c) the ownership or use of any mechanically propelled vehicle (other than any domestic garden appliance), trailer, caravan, watercraft, or aircraft or other aerial device, or
 - (d) any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the period of insurance and is caused by a sudden and accidental event that occurs during the period of insurance, or

- (e) punitive or exemplary damages or fines.

We will pay up to \$100,000 for legal liability for bodily injury, and up to \$2,000,000 in total for all liability for one event. This includes any costs and expenses.

Special benefits for Westpac home loan customers – total loss package

If we pay a claim for the total loss of your home under this Section and the loan on your home is with Westpac, we will pay Westpac:

- up to \$1,500 a month for a maximum of 3 months towards the repayments on your home loan, and
- up to \$1,500 for any penalty payments for early repayment of a fixed rate home loan.

Stress benefit

If we pay a claim for the total loss of your home then we will pay you an extra \$1,000 for the stress caused by the loss.

Temporary accommodation

This Section is extended to cover the reasonable additional cost of temporary alternative accommodation (of a similar standard to the home) for you, any family member who permanently resides with you, and your domestic pets, if the home is your principal residence and cannot be lived in due to loss or contamination damage to the home during the period of insurance that:

1. is covered by this Section, or the 'Natural disaster damage benefit that applies to all Sections', or
2. would have been covered by this Section, or the 'Natural disaster damage benefit that applies to all Sections', but is covered by EQCover instead.

Cover under this benefit ends on the earlier of the date on which we:

- (a) settle your claim for loss or contamination damage, or
- (b) have paid you 12 months' alternative accommodation costs.

Where we have settled your claim for loss or contamination damage by payment of the estimated costs to repair or remediate, we will cover the cost of temporary alternative accommodation for the reasonable estimated period that it would take to repair or remediate the part of the home that suffered the loss or contamination damage.

The most we will pay for any event or contamination claim for each residential dwelling shown in the schedule as covered by this Section is \$25,000.

If you have alternative accommodation cover under any other Section of this Policy or under any other policy with us, the most we will pay for any event or contamination claim for each residential dwelling under all policies in total is the highest applicable limit.

Post Event Inflation Protection

We may, at our discretion, pay an amount in addition to the sum insured if your home suffers loss covered by this section by a:

- natural disaster, or
- flood or storm,

that occurs in the vicinity of your home and causes widespread loss in the area where your home is situated. This benefit will only apply if we settle your loss by repair or rebuild and the actual cost of repair or rebuild has, in our reasonable opinion, significantly increased due to increases in the costs of building materials, transport and labour as a direct result of a statistically proved surge in demand due to the widespread loss.

We will pay up to 10% of the sum insured shown in the schedule for your home.

Optional benefits

The following benefits are Optional benefits.

Cover applies only if *you* have purchased a particular benefit and it is shown in *your schedule*. These benefits are subject to the terms of this Policy, except where the terms are varied in the benefit. The amounts payable under these benefits are included in the *home* sum insured unless expressly stated otherwise within the benefit.

IMPORTANT: Please also read 'Landlord's obligations' under the special conditions on page 6 of this Policy Wording.

Landlord's chattels – extended cover

The limit for Section 1: Home Cover 'Landlord's chattels' is increased to \$15,000.

Deliberate damage

Section 1: Home Cover is extended to cover:

1. any sudden and *accidental loss* that occurs during the *period of insurance* to the *home* or the landlord's chattels, caused by:
 - (a) an intentional act, or
 - (b) vandalism, or
 - (c) theft,

by:

- i. a tenant, or
- ii. any guest of a tenant, or
- iii. a person who occupies the *home*.

The most we will pay is \$25,000 per *event*.

The excess shown in the *schedule* applies to any *event*.

2. loss of rent due to the *home* being left unable to be lived in as a result of any *loss* covered under 1. above.

The most we will pay is 52 weeks' rent up to a maximum of \$25,000 for any *event*.

Rent protection

Section 1: Home Cover is extended to cover:

1. loss of rent where the tenant can legally stop paying rent under the tenancy agreement because of:
 - (a) prevention of access to, or
 - (b) failure of public utilities at,the *home* during the *period of insurance*.

The most we will pay is 6 weeks' rent for any *event*.

An excess equivalent to 1 week's rent, or \$250 (whichever is the greater) applies to any *event*.

2. loss of rent following the tenant vacating the *home* without giving the required notice during the *period of insurance*.

The most we will pay is 6 weeks' rent for any *event*, less any amount recoverable by *you* from rent paid in advance.

An excess equivalent to 1 week's rent, or \$250 (whichever is the greater) applies to any *event*.

3. loss of rent following eviction of the tenant for non-payment of rent during the *period of insurance*.

The most we will pay is 12 weeks' rent for any *event*, less any amount recoverable by *you* from rent paid in advance.

An excess equivalent to 1 week's rent, or \$250 (whichever is the greater) applies to any *event*.

The most we will pay is \$20,000 in rent for any *event*.

What you receive

If *you* choose to repair or rebuild *your home*, the following applies:

- We pay the costs actually incurred to repair or rebuild it to substantially the same condition and extent as when it was new, or at *our* option the cash equivalent, limited to the sum insured shown in the *schedule*.

Included in these costs are:

- > any additional costs to repair or rebuild the damaged portion of the *home* which are required solely to comply with any current legal requirements, provided that:
 - (a) *you* did not receive notice of these requirements before the *loss* occurred, and
 - (b) *your home* complied with the existing requirements at the time it was originally built, and at the time of any alterations
- > architects', engineers', and surveyors' fees to rebuild or repair the *home* if they have been authorised by *us*, and
- > the cost actually incurred to demolish and remove debris including *contents*
- We will pay for building materials and construction methods commonly used at the time of the *loss*
- *You* must co-operate to ensure that any repairing or rebuilding is carried out promptly.

We deduct the excess shown in the *schedule* from the amount of *your* claim.

If *you* choose not to repair or rebuild *your home*, *you* receive the following, limited to the sum insured shown in the *schedule*:

- payment of its *present day value* at the date of the *loss*. If *your home* is mortgaged, we may make payment to the mortgagee up to the extent of its interest. This payment discharges *our* liability to *you* to that extent, and
- the costs of demolition and removal of debris and *contents*, provided these costs are actually incurred as a reasonable and necessary expense as a result of the *loss*.

We deduct the excess shown in the *schedule* from the amount of *your* claim.

Reduction of sum insured

Following *loss* to the *home* for which a claim is payable under this Section or under *EQCover*, the sum insured shown in the *schedule* for the *home* is reduced from the time of the *loss* by the amount required to repair the *loss*.

If, at the commencement of the current *period of insurance*, the *home* has any pre-existing *loss* that was covered:

- in a previous *period of insurance*, or
- under any other policy, or
- under *EQCover*,

and such *loss* remains unrepaired at the start of the current *period of insurance*, the sum insured shown in the *schedule* is reduced from the start of this *period of insurance* by the amount required to repair that pre-existing *loss*.

Reinstatement of sum insured

When, and to the extent that any payment is applied to repair the *home*, the sum insured that was reduced by 'Reduction of sum insured' above is reinstated.

What you are not insured for

This insurance does not cover any loss which is, or arises from:

- wear and tear
- mildew, rot, corrosion, rust, or gradual deterioration (other than the cover provided under the 'Gradual damage protection' benefit)
- mechanical, electrical or electronic break-down (however we will cover *accidental loss* to any part of household electrical equipment caused by the actual burning out of that part except where burning out is due to wear and tear)
- insects or vermin other than possums
- any process of cleaning, repairing or restoring
- the action of light.

This insurance does not cover any loss, cost or expense which is, or arises from any fault, defect, error or omission in any:

- design, plan or specification, or
- workmanship, construction or materials.

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover loss to any other part or item not otherwise excluded.

Also not covered is any loss which is, or arises from:

- theft or deliberate damage (other than fire or explosion) by any person lawfully at the *home*
- lifting or shifting the *home* (including preparatory work) or the removal of structural support or any part of the roof
- structural additions or structural alterations unless agreed in writing by us
- storm, flood or landslide that occurs during the first 48 hours of the inception of this Policy. This exclusion does not apply if this Policy replaces another insurance policy that provides cover on the same *home* or if this Policy commenced at the time you purchased the *home*
- land movement of any kind, including settlement, shrinkage, expansion, landslide, subsidence, cracking or erosion (other than the cover provided under the 'Natural disaster damage' benefit on page 17 of this Policy Wording)
- hydrostatic pressure to swimming pools and spa pools, unless the loss is as a result of earthquake, storm or flood.

There is no cover for any loss, damage, cost, expense, prosecution or liability in connection with the presence at the *home* of any 'controlled drug' as defined in the Misuse of Drugs Act 1975.

This exclusion does not apply to:

1. loss covered by the 'Loss of rent', 'Methamphetamine contamination' or 'Temporary accommodation' benefits, or
2. loss caused by the *accidental* spread of fire or explosion, or
3. liability for *accidental loss* to anyone else's property as a result of your being a residential landlord and caused by, through or in connection with your ownership of the *home* or landlord's chattels, provided:
 - (a) you or the person who manages the tenancy on your behalf have fully met the 'Landlord's obligations' under the special conditions on page 6 of this Policy Wording, and
 - (b) you or the person who manages the tenancy on your behalf have tested for the presence of *methamphetamine* before and after each tenancy of the *home*, such testing having been completed in accordance with the New Zealand Standard NZS 8510 or by an operator approved by us, and such testing confirmed that *methamphetamine* contamination at the *home* does not exceed the *contamination level* for a *methamphetamine* manufacturing laboratory.

General exclusions

The general exclusions on page 18 of this Policy Wording contain further exclusions to this Section.

Special conditions

Floor and window coverings limitation

We will only pay for the cost of replacing or repairing floor and window coverings in the room in which the loss occurs.

Landlord's obligations

If the *home* is tenanted, you or the person who manages the tenancy on your behalf, must:

1. exercise reasonable care in the selection of the tenant(s) by at least obtaining satisfactory identification and written or verbal references for each adult tenant and when a reasonable landlord would consider it appropriate also check their credit and Tenancy Tribunal history, and
2. keep written records of the pre-tenancy checks conducted for each adult tenant, and provide to us a copy of these if we request it, and
3. collect a total of 3 weeks' rent in any combination of rent in advance and bond that will be registered with Tenancy Services, and
4. complete an internal and external inspection of the *home* at a minimum of 3 monthly intervals and the relevant residential dwelling upon every change of tenant(s), and
5. keep photographs and a written record of the outcome of each inspection, and provide to us a copy of these if we request it, and
6. monitor rents on a weekly basis with written notification being sent to the tenant(s) whenever rent is 14 days in arrears, together with a personal visit to determine if the tenant(s) remains in residence, and
7. make application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986 if:
 - (a) the rent is 21 days in arrears, or
 - (b) you become aware of any illegal activity by the occupant(s) at the *home*, or
 - (c) intentional damage to the *home* is caused by the occupant(s).

If the *home* is provided to and occupied by your employee as part of their employment package with you, then obligations 3., 6. and 7.(a) do not apply.

Limitation on rental or holiday homes

If at the time of the loss your *home*, or a part of your *home*, is lent or tenanted to anyone, or if it is a holiday home, then claims for:

- fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors), or
- wall coverings, or
- burning out of household electrical equipment

over 5 years' old are limited to payment of their *present day value* at the time of the loss.

Residential use only

Your *home* must be used only for private residential purposes (which may include a home office) unless you advise us and we agree otherwise in writing. We may be able to continue your cover however we may wish to change the terms to fairly reflect this change before we agree to do this.

Unoccupancy

If you, or a person authorised by you, have not been living at the *home* for a period of more than 60 consecutive days, we will only pay for loss that is:

1. caused by fire, explosion or lightning, or
2. covered under the 'Natural disaster damage' benefit.

This restriction applies unless:

- (a) you have notified us and we have agreed in writing to cover the *home* while unoccupied. We may, at this time, change the terms of this Policy.
- (b) we have the *home* recorded as a holiday home, and the following criteria are met:
 - i. the *home* is inspected inside and outside by you or a nominated person at least every 60 days, and
 - ii. the *home* and its grounds are adequately maintained, and
 - iii. mail is cleared regularly, and
 - iv. the water supply is turned off, and
 - v. all doors are locked, and all windows secured.

This restriction will end as soon as you, or a person authorised by you, is living in the *home* again.

Section 2: Contents Cover

Types of cover available

There are two different types of cover available under this Section:

- Full Cover
- Renter's Cover.

The type of cover *you* have selected is shown on the *schedule*.

Full Cover

What you are insured for

We cover *you* against sudden and accidental loss to *your contents* during the *period of insurance*.

What you are also insured for (these benefits are included in *your sum insured*)

These benefits are provided on the same terms. If *you* have the same benefit with us elsewhere *you* can only claim once.

Business equipment

We cover property used in connection with a profession or business carried on by *you* in the *home* (these items are only insured while at the *home*).

We will pay up to \$10,000. The following sub limits and exclusions apply:

- \$5,000 in total for: computers and computer hardware and software and related media
- \$2,000 in total for: mobile phones and portable communication equipment
- \$1,000 in total for: tools of trade, plant and machinery
- \$1,000 in total for: stock in trade, materials and samples.

There is no cover for:

- money
- customers' goods
- anything which is covered by any other insurance.

We deduct the excess shown in the *schedule* from the amount of *your* claim.

Change of situation

If *you* are changing *your* permanent *home* in New Zealand, we cover *your contents* once they reach *your new home*. *You* must notify us of their relocation within 14 days of the date the *contents* are first removed.

Cover on the *contents* at *your former home* will cease 14 days after the *contents* are first removed, unless we agree otherwise.

Contents in the course of removal or transit (including loading and unloading) to the new *home* are not covered.

Credit card/cheque cover

If *you* or *your partner* living with *you*:

- dies, or
- becomes totally disabled for a period exceeding 6 weeks

as a result of an *accident* in New Zealand during the *period of insurance*, we will pay the outstanding balance on *your* credit cards as at the date of the *accident* to a maximum of \$500.

If *your* credit card, debit card, ATM/EFTPOS card or cheque book is:

- lost or stolen, and
- used fraudulently

during the *period of insurance* by any person not related to *you* or living at *your home*, we will pay up to \$500 towards the money lost which is not recoverable from any other source. *Your* standard excess does not apply.

Gradual damage protection

We will cover *you* for the cost of repairing *your contents* if they suffer loss by:

- mildew or
- rot, or
- hidden gradual deterioration

caused by water that *accidentally* leaks or overflows from any internal tank that is plumbed into the water reticulation system of the *home* and is permanently used to store water, or internal water pipe or internal waste disposal pipe permanently installed at *your home*.

However the leak or overflow must first occur and the loss first discovered when:

- *you* own the *home*, and
- we insure *your contents*.

We will pay up to \$3,000 to repair the resulting damage to *your contents*.

We deduct the excess amount shown in the *schedule* from the amount of *your* claim.

Lost or stolen keys

Where any key or remote door opener, swipe card or similar device giving access to *your home* that *you* permanently live in is:

- lost, or
- stolen, or
- believed on reasonable grounds to have been duplicated without *your* permission

during the *period of insurance*, we will cover the costs to replace those keys and alter or replace the locks which they are used for.

We will pay up to \$2,000. *Your* standard excess does not apply.

'Natural disaster damage' benefit

The 'Natural disaster damage' benefit on page 17 of this Policy Wording applies to this Section also.

Overseas travel

We cover *you* for loss to:

- *your* clothing, personal effects and baggage, and
- *your* articles of jewellery and valuables specified in the *schedule*

that *you* take with *you* while travelling to and from, and in Australia or the South Pacific Islands, provided *your* entire trip does not exceed 3 weeks in total.

We will pay *you* up to \$5,000.

We deduct the excess amount shown in the *schedule* from the amount of *your* claim.

Waiver of excess following burglary

If *you* suffer a burglary, and *your* monitored burglar alarm is activated and is responded to by a registered security guard, *you* do not pay any excess on *your* claim under this cover.

Wedding or Christmas gifts

We cover:

- wedding gifts, or
- Christmas presents

belonging to others, temporarily stored in *your home*.

We deduct the excess shown in the *schedule* from the amount of *your* claim.

Young person's benefit

We cover the *contents* of *your* children while they are living away from *home* at boarding school or in accommodation supplied by an educational institution. Cover excludes theft (unless following actual forcible and violent entry to or exit from a building) and property lost or mislaid.

We will pay *you* up to \$500 per item and \$5,000 in total per person.

We deduct the excess shown in the *schedule* from the amount of *your* claim.

What you are also insured for (these benefits are additional to your sum insured)

These benefits are provided on the same terms. If you have the same benefit with us elsewhere you can only claim once.

Fatal injury

If you or your partner dies as a direct result of injury suffered in a fire or burglary at your home during the period of insurance, we will pay \$5,000 to your estate. Death must occur within 90 days of that injury.

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

Personal liability

We insure you and anyone else whose contents are covered by this Policy for:

1. your and their legal liability for:
 - (a) accidental loss to anyone else's property, or
 - (b) bodily injury to anyone else,occurring during the period of insurance as the result of any accident occurring anywhere in New Zealand, Australia and the South Pacific Islands.
2. defence costs you or they necessarily and reasonably incur, with our prior approval, in relation to liability arising under item 1. above.
3. your and their legal liability to pay reparation to a victim who has suffered accidental loss of property or bodily injury as a result of your or their committing an offence during the period of insurance. There is no cover under this item 3. for:
 - (a) any amounts that are covered under the Accident Compensation Act 2001 or would be covered but for any failure of the victim to notify a claim, decision of the victim to not make a claim or decision by Accident Compensation Corporation to decline a claim in whole or in part, or
 - (b) defence costs, court costs, levies or costs awarded.

This benefit will not cover you or them for:

1. liability, including liability for reparation, caused by, or in connection with, or arising from:
 - (a) the ownership or use of any:
 - i. mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair, electric mobility scooter for personal use only, golf cart or children's motorbike not exceeding 50cc used only off road), trailer or caravan, or
 - ii. aircraft or other aerial device, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authority, or
 - iii. boat or watercraft, unless it is defined as contents in the 'Meaning of words' Section
 - (b) any business, trade, profession or sponsorship, or
 - (c) any contract or agreement, unless you or they would have been liable even without a contract or agreement, or
 - (d) any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the period of insurance and is caused by a sudden and accidental event that occurs during the period of insurance, or
 - (e) punitive or exemplary damages or fines.

We will pay up to \$100,000 for legal liability for bodily injury, and up to \$2,000,000 in total for all liability for one event. This includes any costs and expenses.

Stress benefit

If we pay a claim for the full contents sum insured then we will pay you an extra \$1,000 for the stress caused by the loss.

Temporary accommodation

This Section is extended to cover the reasonable additional costs:

1. of temporary alternative accommodation (of a similar standard to the home) for you, any family member who permanently resides with you, and your domestic pets, and
2. to move your contents to the alternative accommodation and return them to the home, and
3. to move your contents to a secure storage facility, for storage while you are in alternative accommodation, and to return them to the home,

if the home is your principal residence and cannot be lived in due to loss to the home or to your contents at the same home that occurs during the same period of insurance where the loss:

- (a) is covered by:
 - i. this Section, or the 'Natural disaster damage benefit that applies to all Sections' or
 - ii. any home policy, or
 - iii. EQCover but would have been covered by i. or ii. above, or
- (b) is to the home in which you are the tenant and where that loss would have been covered under a home policy if we had insured that property, or would have been but is covered by EQCover instead.

If you occupy the home as a tenant, cover under this benefit ends on the date that:

1. your tenancy agreement ends, or
 2. you move to another rental property,
- whichever occurs first.

The most we will pay is \$25,000 for any event.

We will pay these costs for a maximum of 12 months for any event.

If you have alternative accommodation cover under any other Section of this Policy or under any other policy with us, the most we will pay for any event under all policies in total is the highest applicable limit.

What you receive

If your item of contents is damaged and is economic to repair, we will:

- repair it as closely as possible to its condition before the loss occurred, or
- pay you the cost of doing so.

If your item of contents is lost or is uneconomic to repair, we will:

- pay the cost of replacing it as closely as possible with the equivalent new item, or
- pay you the cost of doing so.

For the following items the cost of replacement or repair is limited to their present day value:

- audio, video or optical storage media, including, but not limited to, records, tapes, CDs, DVDs or Blu-ray discs
- bicycles
- books
- camping equipment
- clothing or footwear
- digital data (including audio and video files)
- household linen
- licensed computer and gaming software (including gaming cartridges) and programs
- parts and accessories of any aircraft or other aerial device that are not in them or attached to them
- property used in connection with earning any income (refer to the 'Business equipment' benefit on page 7 of this Policy Wording)
- remotely piloted aircraft more than 2 years' old (including its parts and accessories that are in it or attached to it)
- sporting equipment
- watercraft or outboard motors, including their spare parts, accessories or associated equipment
- items that you have decided not to replace or repair
- items that cannot be replaced in New Zealand.

We deduct the excess shown in the schedule from the amount of your claim.

Subject to the Limits set out below, the most we will pay for any one event is the sum insured shown in the schedule.

Limits

Unless specified in the *schedule* we will not pay more than:

\$3,000

- for any item of jewellery or watch (the limit of \$3,000 applies unless we receive a valuation prior to the *loss* confirming its sum insured)
- for any fur
- for any camera or item of photographic equipment
- for any motorised garden implement
- for any bicycle or item of sporting or camping equipment
- for any mobile phone
- for each collection of any of the following: stamps, medals, coins, telephone cards or firearms
- for any remotely piloted aircraft (including its parts and accessories that are in it or attached to it).

\$10,000

- for any one painting or work of art.

We will not pay more than:

\$500

- in total for all of the following: money, gold or silver or precious metals, unset precious or semi-precious stones, negotiable securities and documents of any kind.

\$3,000

- in total for: watercraft and outboard motors, including their spare parts, accessories and associated equipment
- in total for: spare parts, accessories and associated equipment which belong to but are not in or on any motor vehicle, motorcycle, caravan, trailer, aircraft or other aerial or spatial device.

If any item is subject to more than one limit, then the lesser limit applies.

What you are not insured for

This insurance does not cover any *loss* which is, or arises from:

- wear and tear
- mildew, rot, corrosion, rust, or gradual deterioration (other than the cover provided under the 'Gradual damage protection' benefit)
- mechanical breakdown or failure, electrical or electronic break-down or failure (however we will cover *accidental loss* to any part of household electrical equipment caused by the actual burning out of that part except where burning out is due to wear and tear)
- insects or vermin other than possums
- any process of cleaning, repairing or restoring
- the action of light.

This insurance does not cover any *loss*, cost or expense which is, or arises from any fault, defect, error or omission in any:

- design, plan or specification, or
- workmanship, construction or materials.

This insurance does not cover *loss*, damage, cost, expense, prosecution or liability connected in any way with the use of a remotely piloted aircraft outside of the Civil Aviation Authority rules.

This insurance does not cover *loss*, damage, cost, expense, prosecution or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975. This exclusion does not apply to *loss* caused by the *accidental* spread of fire or explosion.

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover *loss* to any other part or item not otherwise excluded.

Also not covered is any *loss* which is, or arises from:

- storm, flood or landslip that occurs during the first 48 hours of the inception of this Policy. This exclusion does not apply if this Policy replaces another insurance policy that provides cover on the same *home* or if this Policy commenced at the time you purchased the *home*
- theft or deliberate damage (other than fire or explosion) by any person lawfully at the *home*
- lifting or shifting the *home* (including preparatory work) or the removal of structural support or any part of the roof
- land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the '*Natural disaster damage*' benefit on page 17 of this Policy Wording).

General exclusions

The general exclusions on page 18 of this Policy Wording contain further exclusions to this Section.

Special conditions

Floor and window coverings limitation

We will only pay for the cost of replacing or repairing floor and window coverings in the room in which the *loss* occurs.

Limitation on the contents of rental or holiday homes

If at the time of the *loss*, *your home*, or a part of *your home*, is lent or tenanted to anyone, or if it is a holiday home, then claims for *contents* over 5 years' old are limited to the cost of their *present day value* at the time of the *loss*.

Unoccupancy

If *you*, or a person authorised by *you*, have not been living at the *home* for a period of more than 60 consecutive days, we will only pay for *loss* to *contents* that is:

1. caused by fire, explosion or lightning, or
2. covered under the '*Natural disaster damage*' benefit.

This restriction applies unless:

- (a) *you* have notified *us* and we have agreed in writing to cover the *contents* while the *home* is unoccupied. We may, at this time, change the terms of this Policy.
- (b) we have the *home* recorded as a holiday home, and the following criteria are met:
 - i. the *home* and *contents* are inspected inside and outside by *you* or a nominated person at least every 60 days, and
 - ii. the *home*, its grounds and the *contents* are adequately maintained, and
 - iii. mail is cleared regularly, and
 - iv. the water supply is turned off, and
 - v. all doors are locked, and all windows secured.

This restriction will end as soon as *you*, or a person authorised by *you*, is living in the *home* again.

Where we cover your contents

Other than where cover is provided under the 'Overseas travel' benefit, the *contents* must be in New Zealand, and at the situation in the *schedule* or in *your* possession while in transit from the place where *you* acquired them to the *home* or be temporarily removed from the *home*. We do not cover *contents* that are:

- removed from the situation for sale, storage or exhibition, or
- permanently removed from the situation (other than the cover provided under the 'Change of situation' benefit), or
- normally at some place other than the situation.

This includes *contents* in the course of removal (including loading and unloading) or transit to or from any of these places.

Residential use of the situation

The *contents* are only covered at the situation if the situation is used for private residential purposes (which may include a home office), unless *you* advise *us* and we agree otherwise in writing. We may be able to continue *your* cover however we may wish to change the terms to fairly reflect this change before we agree to do this.

Renter's Cover

What you are insured for

We cover you against sudden and accidental loss to your contents during the period of insurance.

What you are also insured for (these benefits are included in your sum insured)

These benefits are provided on the same terms. If you have the same benefit with us elsewhere you can only claim once.

Change of situation

If you are changing your permanent home in New Zealand, we cover your contents once they reach your new home. You must notify us of their relocation within 14 days of the date the contents are first removed. Contents in the course of removal or transit (including loading and unloading) to the new home are not covered.

'Natural disaster damage' benefit

The 'Natural disaster damage' benefit on page 17 of this Policy Wording applies to this Section also.

What you are also insured for (these benefits are additional to your sum insured)

These benefits are provided on the same terms. If you have the same benefit with us elsewhere you can only claim once.

Personal liability

We insure you and anyone else whose contents are covered by this Policy for:

- your and their legal liability for:
 - accidental loss to anyone else's property, or
 - bodily injury to anyone else,occurring during the period of insurance as the result of any accident occurring anywhere in New Zealand.
- defence costs you or they necessarily and reasonably incur, with our prior approval, in relation to liability arising under item 1. above.
- your or their legal liability to pay reparation to a victim who has suffered accidental loss of property or bodily injury as a result of your or their committing an offence during the period of insurance. There is no cover under this item 3. for:
 - any amounts that are covered under the Accident Compensation Act 2001 or would be covered but for any failure of the victim to notify a claim, decision of the victim to not make a claim or decision by Accident Compensation Corporation to decline a claim in whole or in part, or
 - defence costs, court costs, levies or costs awarded.

This benefit will not cover you or them for:

- liability, including liability for reparation, caused by, or in connection with, or arising from:
 - the ownership or use of any:
 - mechanically propelled vehicle (other than a bicycle, domestic garden appliance, wheelchair or electric mobility scooter for personal use only), trailer or caravan, or
 - aircraft or other aerial device, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authority, or
 - boat or watercraft, unless it is defined as contents in the 'Meaning of words' Section
 - any business, trade, profession or sponsorship, or
 - any contract or agreement, unless you or they would have been liable even without a contract or agreement, or
 - any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination occurs during the period of insurance and is caused by a sudden and accidental event that occurs during the period of insurance, or
 - punitive or exemplary damages or fines.

We will pay up to \$100,000 for legal liability for bodily injury, and up to \$2,000,000 in total for all liability for one event. This includes any costs and expenses.

Temporary accommodation

This Section is extended to cover the reasonable additional costs:

- of temporary alternative accommodation (of a similar standard to the home) for you, any family member who permanently resides with you, and your domestic pets, and
- to move your contents to the alternative accommodation and return them to the home, and
- to move your contents to a secure storage facility, for storage while you are in alternative accommodation, and to return them to the home,

if the home is your principal residence and cannot be lived in due to loss to the home or to your contents at the same home that occurs during the same period of insurance where the loss:

- is covered by:
 - this Section, or the 'Natural disaster damage benefit that applies to all Sections' or
 - any home policy, or
 - EQCover but would have been covered by i. or ii. above, or
- is to the home in which you are the tenant and that would have been covered under a home policy if we had insured that property, or would have been but is covered by EQCover instead.

Cover under this benefit ends on the date that:

- your tenancy agreement ends, or
- you move to another rental property,

whichever occurs first.

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

We will pay these costs for a maximum of 6 months for any event.

If you have alternative accommodation cover under any other Section of this Policy or under any other policy with us, the most we will pay for any event under all policies in total is the highest applicable limit.

What you receive

If your item of contents is damaged and is economic to repair we will:

- repair it as closely as possible to its condition before the loss occurred, or
- pay you the cost of doing so.

If your item of contents is lost or is uneconomic to repair we will:

- pay the cost of replacing it as closely as possible with the equivalent new item, or
- pay you the cost of doing so.

For all items apart from the following the cost of replacement or repair is limited to their present day value:

- computers
- furniture
- furnishings
- home appliances other than computer software and related media
- mobile phones

under 5 years old which you have purchased new.

We deduct the excess shown in the schedule from the amount of your claim.

Subject to the Limits set out below, the most we will pay for any one event is the sum insured shown in the schedule.

Limits

Unless specified in the *schedule* we will not pay more than:

\$2,000

- for any remotely piloted aircraft (including its parts and accessories that are in it or attached to it).

\$1,500

- for any item of jewellery or watch (the limit of \$1,500 applies unless we receive a valuation prior to the *loss* confirming its sum insured)
- for any fur
- for any camera or item of photographic equipment
- for any motorised garden implement
- for any bicycle or item of sporting or camping equipment
- for any mobile phone
- for any musical instrument
- for any computer or any item of associated equipment
- for any collection of any one of the following: CDs, DVDs, or other media
- for any painting or work of art
- for each collection of any of the following: stamps, medals, coins, telephone cards, or firearms.

We will not pay more than:

\$250

- in total for all of the following: money, gold or silver or precious metals, unset precious and semi-precious stones, negotiable securities and documents of any kind.

\$1,500

- in total for: watercraft and outboard motors including their spare parts, accessories and associated equipment.

If any item is subject to more than one limit, then the lesser limit will apply.

What you are not insured for

This insurance does not cover any *loss* which is, or arises from:

- wear and tear
- mildew, rot, corrosion, rust, or gradual deterioration
- mechanical breakdown or failure, electrical or electronic break-down or failure (however we will cover *accidental loss* to any part of household electrical equipment caused by the actual burning out of that part except where burning out is due to wear and tear)
- insects or vermin other than possums
- any process of cleaning, repairing or restoring
- the action of light.

This insurance does not cover any *loss*, cost or expense which is, or arises from any fault, defect, error or omission in any:

- design, plan or specification, or
- workmanship, construction or materials.

This insurance does not cover *loss*, damage, cost, expense, prosecution or liability connected in any way with the use of a remotely piloted aircraft outside of the Civil Aviation Authority rules.

This insurance does not cover *loss*, damage, cost, expense, prosecution or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975. This exclusion does not apply to *loss* caused by the *accidental* spread of fire or explosion.

However, the exclusions listed above apply only to the part or item which is directly affected. This insurance will cover *loss* to any other part or item not otherwise excluded.

Also not covered is any *loss* which is, or arises from:

- storm, flood or landslip that occurs during the first 48 hours of the inception of this Policy. This exclusion does not apply if this Policy replaces another insurance policy that provides cover on the same property or if this Policy commenced at the time you first moved into the *home*
- theft or deliberate damage (other than fire or explosion) by any person lawfully at the *home*
- lifting or shifting the *home* (including preparatory work) or the removal of structural support or any part of the roof
- land movement of any kind, including settlement, shrinkage, expansion, landslip, subsidence, cracking or erosion (other than the cover provided under the 'Natural disaster damage' benefit on page 17 of this Policy Wording).

General exclusions

The general exclusions on page 18 of this Policy Wording contain further exclusions to this Section.

Special conditions

Floor and window coverings limitation

We will only pay for the cost of replacing or repairing floor and window coverings in the room in which the *loss* occurs.

Unoccupancy

If you, or a person authorised by you, have not been living at the *home* for a period of more than 30 consecutive days, we will only pay for *loss* to *contents* that is:

1. caused by fire, explosion or lightning, or
2. covered under the 'Natural disaster damage' benefit,

unless you have notified us and we have agreed in writing to cover the *contents* while the *home* is unoccupied. We may, at this time, change the terms of this Policy.

This restriction will end as soon as you, or a person authorised by you, is living in the *home* again.

Where we cover your contents

The *contents* must be in New Zealand, and at the situation in the *schedule* or in your possession while in transit from the place where you acquired them to the *home* or be temporarily removed from the *home*. We do not cover *contents* that are:

- removed from the situation for sale, storage or exhibition, or
- permanently removed from the situation (other than the cover provided under the 'Change of situation' benefit), or
- normally at some place other than the situation.

This includes *contents* in the course of removal (including loading and unloading) or transit to or from any of these places.

Residential use of the situation

The *contents* are only covered at the situation if the situation is used for private residential purposes (which may include a home office), unless you advise us and we agree otherwise in writing. We may be able to continue your cover however we may wish to change the terms to fairly reflect this change before we agree to do this.

Section 3: Vehicle Cover

Types of cover available

There are three different types of cover available under this Section:

- Option 3A – full cover – means *you* have cover under Section 3.1: Cover for *your vehicle*; and Section 3.2: Cover for *your* legal liability
For option 3A, the *excess* shown in the *schedule* applies to Section 3.1
- Option 3B – third party, fire and theft – means *you* have cover under Section 3.2: Cover for *your* legal liability; and Section 3.1 Cover for *your vehicle*, but only if the *loss* is caused by:
 - > fire, or
 - > theft, or
 - > an uninsured third party (see 'Innocent party' protection on page 14 of this Policy Wording)or is covered under the 'Methamphetamine contamination' benefit
For option 3B, the *excess* shown in the *schedule* applies to both Sections 3.1 and 3.2
- Option 3C – third party only – means *you* only have cover under Section 3.2: Cover for *your* legal liability; and Section 3.1 Cover for *your vehicle*, but only if the *loss* is caused by an uninsured third party (see 'Innocent party' protection on page 14 of this Policy Wording)
For Option 3C, the *excess* shown in the *schedule* applies to Section 3.2.

The type of cover *you* have selected is shown on the *schedule*.

Use of your vehicle

The covers under this Section only apply in the following circumstances:

- the *loss* occurs in New Zealand, and
- the *vehicle* is being driven by *you* or any other person with *your* permission, and the driver holds a valid driver licence for the vehicle being driven, and complies with it. (These restrictions do not apply if any person steals or illegally converts *your vehicle*, but *you* must lay a complaint with the Police), and
- the *vehicle* is being used for any of the following purposes:
 - > private, social, domestic
 - > farm work
 - > business or professional purposes but only if:
 - (a) it is not excluded below, and
 - (b) *you* are the driver, and
 - (c) the distance travelled in any 12 month period is less than 40,000 Kilometres
 - > religious, social welfare or youth organisation work
 - > to teach a person to drive, provided all legal requirements are complied with.

The covers do not apply while the *vehicle* is being used in any of the following circumstances:

- to carry or deliver goods as a courier or for any similar commercial activity
- in connection with the motor trade, other than while being repaired or serviced
- to carry fare-paying passengers
- preparing or practising for, or taking part in or imitating any race, time trial, rally, sprint or drag race, or any similar motor sport, event, demonstration or test
- on any race track
- under any type of hire arrangement or agreement
- by a motor driving instructor unless it is to teach *you* or a member of *your* immediate family to drive.

Section 3.1: Cover for your vehicle

What you are insured for

We cover *you* against sudden and *accidental loss* to the *vehicle* during the *period of insurance*.

If this occurs and the *vehicle* is not in a drivable condition because of the *loss*, we also cover *you* for the reasonable cost of removing the *vehicle* to the nearest safe place and the reasonable storage costs.

What you are also insured for if you have selected full cover (these benefits are included in your sum insured unless expressly stated otherwise)

These benefits are provided on the same terms. If *you* have the same benefit with us elsewhere *you* can only claim once.

Courtesy car

This benefit applies only if this Section insures a passenger car or station wagon.

If *you* are driving a courtesy car supplied by a vehicle repairer because *your vehicle* cannot be used as a result of a valid claim under this Section, this benefit covers:

- the courtesy car against *loss* that would be covered under this Section, and
- *your* liability to other parties that would be covered under Section 3.2 Cover for *your* legal liability.

For this cover to apply the courtesy car must be a passenger vehicle.

The most we will pay for *loss* to the courtesy car is \$50,000. The *excess* that would apply to *your own vehicle* will apply to the courtesy car.

Lost or stolen keys

Where any key giving access to *your vehicle* is:

- stolen, or
- lost, or
- believed on reasonable grounds to have been duplicated without *your* permission

during the *period of insurance*, we will cover *you* for the costs reasonably incurred to replace those keys and alter or replace the locks.

We will pay up to \$1,000.

Your standard *excess* does not apply and *your* no claims bonus is not affected.

Methamphetamine contamination

This Section is extended to cover *contamination damage* to the *vehicle*, provided such *contamination damage* occurred in connection with the theft or illegal conversion of the *vehicle* during the *period of insurance*.

There is no cover for any *contamination damage* that is caused or contributed to, directly or indirectly, by or in connection with *you* or *your partner*, or any member of *your* or their family (including the theft or illegal conversion by any of them).

For the purposes of this exclusion, *you* includes any trustee or beneficiary of the trust if the *vehicle* is owned by the trust, or any director or shareholder of the company if the *vehicle* is owned by the company.

We will at *our* option:

1. arrange to *remediate* the *vehicle*, or
2. pay *you* the reasonable costs to *remediate* the *vehicle* as estimated by *our* assessor.

The most we will pay is the sum insured stated in the *schedule* for any *event*.

If the cost of *remediation* will put the *vehicle* in a substantially better condition, *you* may be required to make an appropriate contribution towards this cost if we ask *you* to.

'Natural disaster damage' benefit

The 'Natural disaster damage' benefit on page 17 of this Policy Wording applies to this cover.

New vehicle cover

If *your vehicle* is a motor car or station wagon and at the time of the *loss* it is less than one year old from the time of its original registration or purchase (whichever occurred first), we will supply a new vehicle of the same make, model and specification, subject to availability within New Zealand, provided:

- you are the original owner of the *vehicle*, and
- we assess the reasonable cost of repairing the *vehicle* at more than 60% of its *market value*, and
- we keep the *vehicle*.

If the model is not available or you do not want *your vehicle* replaced with a new one, we will pay you the lesser of the *market value* of *your vehicle* or the sum insured.

Replacement vehicle

We will cover a replacement or additional *vehicle* you purchase if its *market value* at the date of purchase is no more than \$100,000. However, you must tell us within 30 days of the date of the purchase. We may change the terms of cover for that *vehicle* to fairly reflect this change.

Windscreen benefit

If you suffer sudden and *accidental loss* to the *vehicle's* windscreen, window glass or sunroof only:

- you do not pay any *excess*, and
- your no-claims bonus is not affected.

What you are also insured for if you have selected full cover (these benefits are additional to your sum insured).

These benefits are provided on the same terms. If you have the same benefit with us elsewhere you can only claim once.

Accident costs

If we have accepted a claim for *loss* to *your vehicle*, we will pay the reasonable cost of any of the following that occur out of that *loss*:

- up to \$500 to remove vehicle debris from the *accident* site if this is your responsibility
- up to \$500 towards:
 - > your transport home, or
 - > completing your journey, or
 - > providing overnight accommodation,for the driver and passengers and domestic pets travelling in *your vehicle* if it is not fit to drive, or is missing after being stolen,
- up to \$500 to return *your vehicle* home after it has been repaired or recovered.

Alternative transport allowance

If we have accepted a claim for *loss* to *your vehicle*, we will arrange a hire vehicle for you to use for up to 14 days while *your vehicle* is being repaired or remains stolen and not recovered. The hire vehicle must be a passenger vehicle of up to 1800cc which is the closest reasonable equivalent to *your vehicle* available.

This benefit does not cover:

- any bond or deposit required by our supplier
- any fuel used
- any additional charge required by the supplier for additional distance over 100km per day on average
- claims for motorcycles, caravans or trailers.

You must also contribute \$25 a day to be paid directly to our supplier when the hire vehicle is obtained. If we assess *your vehicle* to be a total *loss*, this benefit ceases immediately upon payment to you or the owner.

Fatal injury

If we have accepted a claim for *loss* to *your vehicle*, and you die as a direct result of injuries you suffer in connection with that *loss*, we will pay \$5,000 to your estate. Death must occur within 90 days of that injury.

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

Legal expenses

This benefit applies if we have accepted a claim under Section 3.1 'Cover for *your vehicle*' or Section 3.2 'Cover for *your legal liability*'.

If you are charged with manslaughter or dangerous driving causing death or careless driving causing death arising out of that *loss*, we will pay your legal defence costs of up to \$1,000.

Section 3.2: Cover for *your legal liability* 'What you are not insured for' – the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament, does not apply to this benefit.

Medical expenses

This benefit applies if we have accepted a claim under Section 3.1 'Cover for *your vehicle*' or Section 3.2 'Cover for *your legal liability*'. This cover only applies to policies in the name of a person or persons and not a corporate body.

If you, your partner or any of your children are injured in a car accident, we will pay for any medical, surgical or dental expenses that you cannot claim from another source. We will pay up to \$500 for any one event.

Trailers

We will cover you for sudden and *accidental loss* to:

- any trailer owned by you or your partner
- any trailer which you do not own but which is in your care or control, as long as the *loss* is not covered by any other insurance.

The most that we will pay for any one *loss* is \$1,000. This cover applies whether the trailer is attached to a vehicle or not.

This benefit will not cover any:

- boat trailer
- caravan or camper trailer
- horse float
- trailer not normally for *your vehicle*
- contents of any trailer.

The only *excess* which applies to this benefit is \$50.

What you receive

You receive one of the following, at our option:

- reimbursement of the reasonable costs actually incurred to repair the *vehicle* (or we pay your repairer the same), or
- payment of the amount equivalent to the cost of having the *vehicle* repaired, or
- payment of the *market value* of the *vehicle* immediately before the *loss*, and we keep the *vehicle*, or
- payment of the difference between the *market value* of the *vehicle* immediately before, and immediately after, the *loss*, or
- payment of the sum insured stated in the *schedule*.

The most we will pay you is the lesser of the *market value* of the *vehicle* and the sum insured shown in the *schedule*.

If new or replacement parts are not available, we will only pay the latest known list price of the parts.

If there is no list price, we will pay the list price of the nearest equivalent parts of a reasonably comparable vehicle.

If the *vehicle* is improved as a result of the repairs, you must make a contribution towards the cost of the repairs that represents the value of the improvement.

Where the claim is settled by a cash payment and a financial interest has been noted on the Policy, we may make payment direct to the interested party. This will meet our obligation to you under this Section to the extent of the payment.

We deduct the *excess* shown in the *schedule* from the amount of your claim.

What you are not insured for

This insurance does not cover you for:

- loss of use of the *vehicle* or any costs or expenses resulting from loss of use of the *vehicle* and any consequential loss
- depreciation or loss of value
- wear and tear, deterioration, rust, corrosion
- any *loss* which is breakage, breakdown or failure of any load bearing component or any part of:
 - > the engine or transmission systems
 - > the electrical or electronic systems or equipment
 - > any other mechanically operated systems (including hydraulic, pneumatic, or similar) or equipment,and any *loss* which this causes to the rest of these systems or equipment.

However, we will pay for any *loss* which this breakage, breakdown or failure causes to other parts of the *vehicle* or if the breakage, breakdown or failure is due to the *vehicle*:

- > catching fire, or
- > suffering an impact or collision, or
- > overturning, or
- > being partly or fully immersed in water, or
- > being stolen or illegally converted, or
- > being maliciously damaged
- any *loss* resulting from inadequate or unsuitable cooling or lubrication
- any *loss* to tyres or their tubes by:
 - > punctures, cuts, splits or bursts
 - > the application of brakes.

However, we will cover you if any of these *losses* directly result from *loss* to any other part or component for which you have a valid claim under this Policy.

Special conditions

'Innocent party' protection

If you are involved in an *accident* which is caused by the driver of another vehicle, and you can:

- establish the identity and address of the other driver, and
- prove to our satisfaction the other driver was substantially more at *fault*,

then:

- your no-claim bonus is not affected, and
- we will not deduct any *excess*, and
- for options 3B and 3C only, if the other driver has no insurance, we will also cover the *vehicle* you were driving as though it was insured under Section 3.1, up to a maximum of \$3,000. However you are not entitled to any of the additional benefits under that Section.

Modification of your vehicle

We have agreed to cover the *vehicle* on the basis that it has not been modified after manufacture, other than those modifications noted in the *schedule*. A modification is any change to the *vehicle* that is different from the manufacturer's original specification or recommendations. Examples include:

- engine, steering or suspension
- bodywork
- interior, including steering wheel, gear knob, pedals
- wheels or tyres
- exhaust system
- sound system.

You must obtain our written approval to any modifications.

Safety of your vehicle

You must take all reasonable steps to:

- maintain the *vehicle* properly, and
- safeguard the *vehicle* from *loss* at all times, including after any *accident*.

Special and general exclusions

The special exclusions on page 15 and general exclusions on page 18 of this Policy Wording contain further exclusions to this cover.

Cover for your motorcycle

Where a motorcycle is insured under this Section the following limitations will apply:

We will not cover:

- any *loss* arising from theft or illegal conversion of the motorcycle by a prospective purchaser
- *loss* of any part, spare part or accessory by theft, burglary or illegal conversion unless the motorcycle as a whole is taken at the same time
- any *loss* arising from theft or illegal conversion unless the motorcycle is:
 - > securely locked and chained, disc locked or grip locked or
 - > within a securely locked buildingwhen unattended.

There is no cover for motorcycles under the benefits included in option 3A, other than the 'Natural disaster damage' benefit and the 'Accident costs' benefit.

The *excess* for your motorcycle shown in the *schedule* will apply. An additional \$500 *excess* applies for any claim arising from theft or illegal conversion of the motorcycle.

Cover for your caravan

Where a caravan is insured under this Section:

- the sum insured shown in the *schedule* includes the fixtures, fittings, furniture and equipment which would normally be sold with it, and
- if we have accepted a claim for *loss* to your caravan, we will pay, in addition to the sum insured, up to \$1,000 for personal effects and utensils lost or damaged as a result.

We will not pay any claim for:

- theft, unless the caravan is securely locked and the theft is as a result of forcible and violent entry
- storm or wind damage to any awning of a caravan if it has been left erected and unattended for more than 48 consecutive hours.

The only *excess* that applies to caravan insurance is \$100.

Section 3.2: Cover for your legal liability

What you are insured for

We cover you for:

1. your legal liability and defence costs, caused by your use of the vehicle in New Zealand (including in transit between places in New Zealand) occurring during the period of insurance for:
 - (a) accidental loss to anyone else's property (including loss of use), or
 - (b) bodily injury to anyone else.
2. General Average or salvage charges that you are legally required to pay as a result of the vehicle being carried by ship between places in New Zealand during the period of insurance.
3. your legal liability to pay reparation to a victim who has suffered accidental loss of property or accidental bodily injury as a result of your committing an offence in connection with your use of the vehicle, or any other private vehicle, provided you had the owner's permission to use the vehicle during the period of insurance.

There is no cover under this item 3. for:

- (a) any amounts that are covered under the Accident Compensation Act 2001 or would be covered but for any failure of the victim to notify a claim, decision of the victim to not make a claim or decision by Accident Compensation Corporation to decline a claim in whole or in part, or
- (b) defence costs, court costs, levies or costs awarded.

We also insure you for your legal liability on the same terms arising from an accident involving any:

- trailer or caravan while attached to your vehicle
- trailer insured under Section 3.1 benefit 'Trailers', while it is not attached to or being towed by a vehicle.

Where there is cover under this Section 3.2, we also cover reasonable legal costs and expenses that you incur with our prior consent.

If there is no other insurance, we will cover the legal liability of:

- any other driver of the vehicle, provided he/she is driving with your permission and complies with all the requirements of this Policy,
- you, while driving another private car or motorised caravan provided:
 - > you do not own the vehicle, and
 - > your legal liability would have been covered if the vehicle was shown in the schedule, and
 - > your vehicle is not a motorcycle, trailer or caravan.

No cover is provided for damage to the vehicle being driven,

- your employer, if the vehicle is being used by you (or a fellow employee with your permission) for your employer's business, provided the business is not excluded under 'Use of your vehicle' above.

What you receive

We will pay up to \$100,000 for legal liability for bodily injury, and up to \$20,000,000 in total for all liability for one event. This includes any costs and expenses. If any liability exceeds \$20,000,000, we will apply the benefit to you first.

If you have the same cover with us elsewhere, you can only claim once.

What you are not insured for

We do not cover your legal liability for:

- loss to someone else's property which is in the care or control of you or any person using or travelling in your vehicle, except for any car which is being towed because it is not driveable
- bodily injury to you or the driver, or to any person who lives with, or has a family or business relationship with you or the driver
- bodily injury to any person who is a passenger in your vehicle
- any fine, or any punitive, exemplary or aggravated damages
- any seepage, pollution or contamination including the clean-up costs, unless the seepage, pollution or contamination happens during the period of insurance and is caused by a sudden and accidental event which happens during the period of insurance
- loss which you or the driver has agreed to accept, unless you/the driver would have the liability anyway
- loss arising from the use of any form of trailer or caravan while it is attached to any powered vehicle, other than a vehicle covered by this Section
- the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.

Special and general exclusions

The special exclusions on page 15 and general exclusions on page 18 of this Policy Wording contain further exclusions to this cover.

Special exclusions applying to both Sections 3.1 and 3.2

The following special exclusions do not apply if anyone steals or illegally converts your vehicle, but you must lay a complaint with the Police.

Alcohol or drugs

There is no cover for loss or liability under this Section whilst the driver:

- is under the influence of alcohol, or any intoxicating substance or drug, or
- has a proportion of alcohol in his/her breath or blood higher than that allowed by law, or
- has refused to supply any sample of breath or blood or undergo any test when required to do so by anyone authorised by law.

Duty after accident

There is no cover for loss or liability under this Section if the driver did not stop after the accident as required by law, or failed to comply with any other legal requirement in connection with the accident.

Exclude drivers under 25 years

If the schedule shows that this option applies, there is no cover while the vehicle is being used by any person under 25 years of age.

Restricted driver warranty

If the principal driver is under 25 years of age, there is no cover while the vehicle is being used by any person who is under the age of 25 years, other than those listed as 'intended drivers' on the schedule.

Safe condition of the vehicle

There is no cover for loss or liability under this Section if the accident occurs while the vehicle is, or is being used, in an unsafe or unroadworthy condition unless:

- you can satisfy us that this did not cause or contribute to the accident, or
- you can show that you (or the person in charge of the vehicle at the time) did not know about the condition of the vehicle and could not have been reasonably expected to know.

Unlawful substances

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975. This exclusion does not apply to loss covered by the 'Methamphetamine contamination' benefit.

Section 4: Boat Cover

Section 4.1: Cover for your boat

What you are insured for

We cover you against sudden and accidental loss to your boat during the period of insurance while it is in New Zealand and is either:

- ashore or afloat, or
- in transit by land or by any recognised sea or air freight service.

Where this applies, we also cover all reasonable salvage or removal charges, or charges incurred in preventing loss covered by this Section.

What you receive

Except for the items below, we pay the cost to repair or replace the boat.

- For masts, spars, standing rigging, sails, covers, running rigging, we pay two thirds of the reasonable cost to repair or replace the item without deducting the excess.

We may settle the claim by payment, or at our discretion, by repair or replacement.

The most we pay is the lesser of the sum insured shown in the schedule, and the market value of the boat immediately before the loss.

What you are not insured for

This insurance does not cover you for:

- the excess stated in the schedule for each claim
- loss of use of the boat
- the cost of repairing or renewing any defective part condemned solely as a result of a defect or error in design, materials, or construction
- loss caused by vermin, wear and tear, depreciation and/or deterioration
- loss to inboard machinery caused by fire or explosion, unless there is a one kilogram approved fire extinguisher on board
- mechanical breakdown failures or breakages, or electrical breakdown failures or breakages, or any consequent damage to engine or transmission system
- food, drink or nets
- sails, masts, spars, and attached fittings standing or running, rigging and blocks while racing (unless this Section is extended to include racing risks)
- the cost of making good any defect in maintenance or repair or alteration work
- unrepaired damage in addition to a total loss
- sails and protective covers split by wind or blown away while set, unless caused by the boat grounding or colliding
- theft of masts, spars, sails, rigging and parts, outboard motors, dinghies, gear or equipment, except if the theft was the result of:
 - > forcible entry into a place of storage, or
 - > illegal entry or conversion of the boat, or
 - > forcible and violent removal from the boat.

This insurance does not cover loss:

- arising from unseaworthiness or lack of repair of the boat
- that arises while the boat is:
 - > operated or the trailer is towed by a person who is under the influence of alcohol or drugs
 - > engaged in power racing or power speed trials or tests
 - > let out on hire, or charter, or used for other than private pleasure purposes and emergency services
 - > used for permanent living accommodation
 - > operated outside New Zealand's territorial waters
- for jet propelled boats, unless in waters navigable by propeller driven boats.

The general exclusions on page 18 of this Policy Wording contain further exclusions to this cover.

Section 4.2: Cover for your legal liability

What you are insured for

We cover you for your legal liability for accidental loss to someone else's property or bodily injury to someone else, occurring during the period of insurance, that results from the use of your boat in New Zealand.

This cover includes reasonable legal costs and expenses arising out of that legal liability which are incurred by you with our prior consent.

This cover is extended to cover your legal liability while in charge of any other boat used for pleasure purposes, subject otherwise to the terms of this Section.

This cover is extended to cover the legal liability of any other person using your boat with your permission, provided their liability is not covered by any other insurance and subject otherwise to the terms of this Section.

What you are also insured for

We will cover your legal liability to pay reparation to a victim who has suffered accidental loss of property or bodily injury as a result of your committing an offence during the period of insurance in connection with your use of your boat in New Zealand, or any other private watercraft used for pleasure purposes provided you had the owner's consent to use the watercraft.

Provided:

- you or any other person entitled to cover under this benefit tell us immediately if you or they are charged with any offence in connection with the use of your boat, or any other private watercraft used for pleasure purposes, which resulted in loss of property or bodily injury to another person, and
- we give our written approval before any offer of reparation is made.

Cover under this benefit is also available for any other person using your boat with your permission, provided their liability is not covered by any other insurance and subject otherwise to the terms of this Section.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 ('the Act'), or would be covered but for:

- a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or
- the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

Section 4.2: Cover for your legal liability 'What you are not insured for' – connected in any way with the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament, does not apply to this benefit.

Cover for your legal liability – what you receive

We will pay up to \$1,000,000 in total for one event. This includes any costs.

If you have the same cover with us elsewhere, you can only claim once.

What you are not insured for

This insurance does not cover your legal liability:

- to an employee arising out of or during employment
- arising out of the towing in the air of persons or objects
- to fare-paying passengers
- connected in any way with the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.

This insurance does not cover your legal liability:

- arising from unseaworthiness or lack of repair of the boat
- that arises while the boat is:
 - operated or the trailer is towed by a person who is under the influence of alcohol or drugs
 - engaged in power racing or power speed trials or tests
 - let out on hire, or charter, or used for other than private pleasure purposes and emergency services
 - used for permanent living accommodation
 - operated outside New Zealand's territorial waters

(c) for jet propelled boats, unless in waters navigable by propeller driven boats.
The general exclusions on page 18 of this Policy Wording contain further exclusions to this cover.

Special benefits applying to Sections 4.1 'Cover for your boat' and 4.2 'Cover for your legal liability'

- we will continue to insure the *boat* if the Policy is due to be renewed and the *boat*, on renewal date, is at sea, in distress or at a port or place of refuge or of call. Provided you give us notice as soon as practicable, this Policy may be extended for a reasonable limited period nominated by us, or until the *boat* arrives at its destination or reaches a place of safety. An additional premium will be payable
- we will pay your loss of earnings for each day you are required to attend legal proceedings, and which we agree to institute or defend in connection with this Section. These payments are limited to \$70 a day for a maximum of 15 days
- after we have met a claim, we will pay up to \$100 to replenish, refill or replace fire extinguishers or safety flares
- in addition to the limit of liability, we will also pay the costs of salvaging and/or wreck removal costs, including expenses incurred in safeguarding or recovering the property insured.

Special conditions applying to Sections 4.1 'Cover for your boat' and 4.2 'Cover for your legal liability'

Financial agreements

If the *boat* has been used as security for any financial loan, we may make a claim payment direct to the lender. This satisfies our obligations to you under this Section to the extent of the payment.

Permanent mooring

The *boat's* permanent mooring must comply with the regulations, specifications, standards and/or certificates required for your vessel's size, by the relevant harbour board or local authority. The permanent mooring is to be adequate, maintained in good order and lifted and inspected at intervals no greater than 3 years.

Safeguard against theft

Whenever the *boat* is unattended it must be adequately secured against theft (other than by forcible and violent means) at all times.

Safeguard from loss

You must take all reasonable steps to safeguard the *boat* from loss and to avoid legal liability. We may inspect the *boat* at any reasonable time.

Temporary mooring

This insurance excludes all claims arising from the *boat* being:

- left moored or anchored, and
- unoccupied off a beach or shore,

other than on a permanent mooring as referred to above, for more than 24 hours.

'Natural disaster damage' benefit applying to all Sections

What you are insured for

This benefit applies to all Sections of the Policy and will cover any loss covered under those Sections during the *period of insurance* that occurs:

- as the direct result of *natural disaster*, or
- as a direct result of measures taken under proper authority to avoid the spread, or otherwise mitigate the consequences, of a *natural disaster*.

It does not include any loss for which compensation is payable under any Act of Parliament other than the Earthquake Commission Act 1993.

What you receive

You receive the following:

- (a) For the *home* and *contents* insured under Sections 1 or 2, we will pay the difference between EQCover and the cover under this Policy, on the condition that we do not pay:
 - > for any excess which applies to EQCover, and
 - > until the Earthquake Commission has paid or has agreed to pay EQCover.
- (b) For the *home* insured under Section 1, we will pay the cover under this Policy for:
 - > walls (other than retaining walls)
 - > gates
 - > fences
 - > paths
 - > driveways
 - > swimming pools or spa pools which are permanently fixedon the condition that you first pay the *natural disaster* special excess specified in the *schedule*, which shall replace the standard Policy excess.
- (c) For the *contents* insured under Section 2, we will pay the cover under this Policy for:
 - > jewellery
 - > precious stones
 - > money
 - > paintings and works of art
 - > securities
 - > documents
 - > stamps.
- (d) If you are living in the *home* as your principal residence and the *home* cannot be lived in because of loss covered by this 'Natural disaster damage' benefit, we will pay the reasonable additional costs you incur for:
 - > temporary alternative accommodation for you, any family member permanently residing with you, and your domestic pets, and if you have cover under Section 2: Contents Cover, also
 - > moving *contents* to the temporary accommodation and returning them to your *home*, and
 - > moving *contents* to a secure storage facility, for storage costs while you are in temporary accommodation and returning them to your *home*.The applicable limits of the 'Temporary accommodation' benefit under your Home Cover or Contents Cover will apply.
If you have alternative accommodation cover under more than one Section of this Policy or under any other policy with us, the most we will pay for any event under all policies in total is the highest applicable limit.
- (e) If we pay a claim for the *total loss of your home* under this 'Natural disaster damage' benefit and the loan on your *home* is with Westpac, we will pay Westpac:
 - > up to \$1,500 a month for a maximum of 3 months towards the repayments on your home loan, and
 - > up to \$1,500 for any penalty payments for early repayment of a fixed home loan rate.
- (f) If we pay a claim for the *total loss of your home* under this 'Natural disaster damage' benefit then we will pay you an extra \$1,000 for the stress caused by the loss.

(g) If *your home* is rented and cannot be lived in because of *loss* covered by this 'Natural disaster damage' benefit we will pay any loss of income from rents receivable for the time reasonably needed to repair or rebuild *your home*. We will pay for up to 12 months from the date of the *loss*, to a maximum of \$20,000 for any *event*.

If *you* have loss of rent cover under any other policy with *us*, the most *we* will pay for any *event* under all policies in total is the highest applicable limit.

(h) *We* may, at *our* discretion, pay an amount in addition to the sum insured if *your home* suffers *loss* covered by this 'Natural disaster damage' benefit that occurs in the vicinity of *your home* and causes widespread *loss* in the area where *your home* is situated. This benefit will only apply if *we* settle *your loss* by repair or rebuild and the actual cost of repair or rebuild has, in *our* reasonable opinion, significantly increased due to increases in the costs of building materials, transport and labour as a direct result of a statistically proved surge in demand due to the widespread *loss*. *We* will pay up to 10% of the sum insured shown in the *schedule* for *your home*.

(i) If *your home* suffers *loss* covered by this 'Natural disaster damage' benefit, *we* will also pay for the reasonable costs of restoring any resultant damage to *your garden*, including any necessary re-landscaping. *We* will pay up to \$3,000.

These amounts are inclusive of *your* sum insured, except for the benefits under (d), (e), (f), (g) and (h) above.

(j) For the *vehicle* insured under Section 3, *we* will pay up to the sum insured for the *vehicle* shown in the *schedule* or the *market value* of the *vehicle* immediately before the *loss*, whichever is the lesser.

(k) For the *boat* insured under Section 4, *we* will pay up to the sum insured shown in the *schedule* or its *market value* immediately before the *loss*, whichever is the lesser.

This benefit is subject otherwise to the terms of the Policy.

General exclusions applying to all Sections

- There is no cover for any *loss* or liability caused directly or indirectly in any way by any of the following:
 - > nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel (for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion)
 - > any chemical, biological, biochemical or electromagnetic weapon
 - > earthquake, volcanic eruption, hydrothermal or geothermal activity, tsunami, landslip or any event where cover is provided under the Earthquake Commission Act 1993, except to the extent that cover is provided by the 'Natural disaster damage' benefit
 - > confiscation, nationalisation or requisition by the order of the Government or local authority. However:
 - i. *we* will pay for damage as a result of such an order if it is to prevent a *loss* which would otherwise have been covered under this Policy
 - ii. for any *boat* insured under Section 4 this exclusion is waived upon the Police requisitioning the *boat* for Search and Rescue or Civil Defence purposes
- There is no cover for any *loss*, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by *you* or anyone else covered by this Policy
- There is no cover for any *loss* or liability actual or alleged for any claim or claims in respect of *loss* or *losses* directly or indirectly arising out of, resulting from or in consequence of asbestos
- There is no cover for the cost of defending any legal proceedings or for any amount awarded by any court unless all proceedings took place in New Zealand
- There is no cover for death, injury, illness, *loss*, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:
 - > war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of; or amounting to an uprising, military or usurped power, or
 - > any act of terrorism

For the purpose of this exclusion, terrorism means an act including but not limited to the use or threat of force or violence 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 from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

There is no cover for death, injury, illness, *loss*, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, the above exclusions.

- There is no cover for any *loss*, expense or liability to the extent that the provision of such cover or the payment of such claim would contravene any sanction, prohibition or restriction under any United Nations resolution, or trade or economic sanctions, laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America or the European Union.
- There is no cover for any *loss* or liability of whatsoever kind arising directly or indirectly out of:
 - > the corruption, destruction or alteration of or damage to data, coding programme or software, or
 - > the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips, or
 - > any business interruption losses resulting therefromThis exclusion will not apply where such *loss* occurs as a direct result of physical damage that is otherwise covered by this Policy.
- There is no cover for *loss* or liability connected in any way with any building or structure:
 - > Containing moisture or being penetrated by external moisture or water, or
 - > Containing mould, fungi, mildew, rot, micro-organisms, bacteria, protozoa or anything similar that is caused directly or indirectly by:
 - > Non-compliance with the New Zealand Building Code, or
 - > Faulty or defective design or specification, or
 - > Faulty materials, or
 - > Inappropriate material use, or
 - > Faulty workmanship, or
 - > Faulty assemblywhen the building or structure was constructed, altered or repaired.
- Subject to the floor and window coverings limitations in Section 1 and Section 2, there is no cover for any costs incurred in respect of *your home* or *contents* that have not suffered *loss*.

General conditions applying to all Sections

All the conditions and obligations of this Policy must be complied with or *we* may decline *your* claim or in some circumstances, avoid or cancel *your* Policy.

Alterations

You may only alter the terms of this Policy with *our* prior written agreement.

We may alter the terms of this Policy (including the *excess*) by giving *you* notice in writing or by electronic means at *your* last known address. Unless otherwise specified in this Policy, the change in terms will take effect from the 14th day after the date of the notice. Prior to the change taking effect *you* have the opportunity to terminate the contract immediately, in which case *we* will refund any premium that is due to *you* based on the unused portion of the *period of insurance*.

Breach of any condition

If:

1. *you*, or
2. any other person *we* cover under this Policy, or
3. anyone acting on *your* behalf,

breaches any of the conditions of this Policy, *we* may at *our* sole discretion:

- (a) decline *your* claim, either in whole or in part,
- (b) decline any claim connected with the same *event* that *you* make on any other policies *you* have with *us*,
- (c) declare either this Policy or all insurance *you* have with *us* to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

Cancellation of this Policy

By you

You may cancel any Section of this Policy at any time by notifying us. If you do, we will refund any premium that is due to you based on the unused portion of the *period of insurance*. You must pay any outstanding premium due for the used portion of the *period of insurance*.

By us

We may cancel any Section of this Policy at any time by giving you notice in writing or by electronic means at your last known address. Unless otherwise specified in this Policy, cancellation will take effect from the 14th day after the date of the notice. We will refund any premium that is due to you based on the unused portion of the *period of insurance*.

Care of insured property

You must maintain the insured property in good repair and take all reasonable steps to safeguard it against loss.

Change in circumstance

If there is any change to any of the circumstances relevant to this insurance since we have accepted your application that increases the risk, or alters the nature of the risk, you must immediately notify us. We may amend the terms of this Policy with immediate effect to fairly reflect the change in circumstances, or may cancel it.

Condition precedent to payment of a claim

You must meet all your obligations under this Policy before we will meet your claim.

Goods and Services Tax (GST)

The following amounts exclude GST provided that GST is recoverable by us:

- any sum insured specified in the *schedule* for Section 3 or Section 4 (other than specified items)
- legal liability cover.

The following amounts include GST:

- any sum insured specified in the *schedule* for Section 1 or Section 2
- any excess
- specified items
- any other amounts, additional cover or limits.

Governing law and jurisdiction

The law of New Zealand applies to this Policy and the New Zealand courts have exclusive jurisdiction.

Joint insurance

Where this Policy covers the interest of more than one party, any action, or failure to act by one party which would mean that there is no cover under this Policy, will prejudice the rights of all parties so that there is no cover for any party under this Policy.

Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this Policy includes any amendments made or substitutions to that law.

Multiple benefits

If you are covered under more than one section of this Policy for the same benefit, we will only make one benefit payment.

Other insurance

You must tell us as soon as you know of any other insurance policy that covers you for any of the risks covered under this Policy. This Policy does not cover your loss or liability at all if it is insured to any extent under any other insurance policy. We will not contribute towards any claim under any other insurance policy. This condition does not apply to the 'Fatal injury' benefit under Section 3.1: Cover for your vehicle.

Other people's obligations

Any other person entitled to cover under this Policy must meet all of the obligations that you are required to meet, wherever this is applicable.

Premiums

Premiums may be paid fortnightly, monthly or annually. If a premium is unpaid 30 days after the due date, your cover under this Policy will automatically be cancelled effective from the due date for payment.

No claim will be payable if at the time of loss any premium due has not been paid.

Reckless, wilful or deliberate acts

You must not cause or facilitate loss or incur any liability through any reckless, deliberate or wilful act nor must you knowingly allow or permit anyone else to cause loss or liability in this way.

Total loss payment

If we pay a claim for a total loss under a Section of this Policy, then that Section comes to an end. You are not entitled to any premium refund.

Truth and completeness of statements

We have issued this Policy based on the information you have provided us.

All statements made in relation to any application, *schedule* or claim, and any other information supplied must be correct in every respect.

You must not make a claim that is dishonest or fraudulent in any way as this may result in your claim or part of your claim not being paid and/or your Policy being cancelled.

Meaning of words

Wherever these words (including any derivatives of them) are used in italics in this Policy, this is what they mean.

accident means a happening or event that is unforeseen and unintended by you.

boat means the boat specified in the *schedule* and includes the following:

- the 'hull', which means the hull, fixtures and fittings, and such gear and equipment as would normally be sold with it
- inboard or outboard motors
- 'sails', which means sails, masts, spars, rigging
- 'ancillary equipment', which means navigational aids, communication equipment and all other equipment excluding personal effects and fishing gear
- 'trailer', which means a boat trailer or a trailer to which is secured a special frame to carry the boat.

bodily injury means the *accidental* death of, or *accidental* bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

contamination claim means *contamination damage* arising out of or attributable to an *event* or multiple *events* regardless of the number of acts, persons, tenancies, occupancies or incidents involved.

contamination damage means loss caused by *methamphetamine* contamination that exceeds the *contamination level*.

contamination level means the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.

contents means household goods and personal effects:

- owned by *you*, or by members of *your* family permanently residing with *you*, or
- for which *you* or *your* family are legally responsible, including contents under hire purchase.

It does not include:

- fitted floor coverings (including glued, smooth edge or tacked carpet or floating floors) of the dwelling or its domestic outbuildings
- animals
- trees, shrubs and other plant life (other than pot plants)
- any of the following:
 - > motor vehicles (other than garden implements for home use only, or electric wheelchairs and electric mobility scooters for personal use only)
 - > motorcycles including mini bikes
 - > caravans
 - > trailers
 - > aircraft or other aerial devices and their parts and accessories that are in them or attached to them, unless it is a remotely piloted aircraft as defined by the Civil Aviation Authorityor their spare parts, accessories or associated equipment when in or on them
- property used in connection with a profession or business unless covered under the 'Business equipment' benefit.

The situation where *your contents* are kept must be used only for private residential purposes (which may include a home office), unless *you* advise *us* and *we* agree otherwise in writing.

EQCover means the insurance of the *home* or the insurance of the *contents* provided under the Earthquake Commission Act 1993.

event means an event or series of events arising from one source or original cause.

excess means the amount stated in the *schedule*, which *we* do not insure. If as a result of a single *accident*, there is a *loss* to *your home*, *contents*, *vehicle* or *boat* covered by this Policy, only the highest *excess* will apply.

home means the dwelling at the situation shown in the *schedule* and its:

- outbuildings
- permanently attached fixtures and fittings
- fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or its domestic outbuildings
- underground and overhead services
- walls including garden or retaining walls, gates, fences immediately surrounding the main residential dwelling at the situation shown in the *schedule* and up to 60 metres from that main residential dwelling
- swimming and spa pools which are permanently fixed
- paths and driveways if constructed of concrete, brick, pavers or tarseal
- patios and tennis courts
- bridge or culvert, provided the replacement cost is \$15,000 or less
- other domestic improvements of a structural nature which are permanently fixed or installed within the residential boundary of *your* home and which are not excluded by this Policy.

It does not include:

- trees, shrubs and other plant life other than the cover given under the landscaping benefit
- wharves, piers, landings, breakwaters, sea walls, jetties or the like
- dams, reservoirs or slipways
- bridge or culvert, with a replacement cost of more than \$15,000
- any land, earth or fill.

The *home* must be used only for private residential purposes (which may include a home office) unless *you* advise *us* and *we* agree otherwise in writing.

loss means sudden physical:

- loss, or
- damage or
- destruction.

market value means the reasonable retail value immediately before a *loss*.

methamphetamine means the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any of their precursor chemicals and by-products.

natural disaster means an earthquake, volcanic eruption, hydrothermal activity, tsunami, *natural landslip* or *natural disaster fire*.

natural disaster fire means fire occasioned by or through or in consequence of an earthquake, volcanic eruption, hydrothermal activity, tsunami, or *natural landslip*.

natural landslip means the movement (whether by way of falling, sliding, or flowing, or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion.

partner means *your* husband or wife or person with whom *you* are living in the nature of a marriage.

period of insurance means the Period of Insurance shown in the *schedule*.

present day value means the cost immediately before the *loss* of rebuilding, replacing or repairing *your home* or *contents* to a condition no better than new less an appropriate allowance for age, condition, wear and tear, depreciation and deferred maintenance.

principal driver means the person who drives the *vehicle* the most.

remediate means to reduce the level of *methamphetamine* contamination to below the *contamination level*.

This means that we will not pay to remove all traces of methamphetamine contamination and will not restore the home or vehicle to its condition when it was new.

reparation means an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

schedule means the most recent Schedules to this Policy we have issued.

total loss of your home means that the *home* has been so badly damaged by an insured event that it cannot reasonably be repaired.

vehicle means the motor vehicle whose details are shown in the *schedule* or any replacement vehicle insured under the replacement vehicle benefit to option 3A full cover. This includes its spare parts, accessories and associated equipment while they are in or attached to the vehicle, or while they are being used in connection with the vehicle. For the purposes of this Policy, 'vehicle' can be a motorcycle, caravan, trailer, or other type of motor vehicle.

we/us/our means IAG New Zealand Limited.

Westpac means Westpac New Zealand Limited, and any associated or subsidiary companies.

you/your means a) the insured named in the *schedule*; b) the person or persons named in the *schedule* and their *partner*.

January 2018

Cover is arranged by Westpac New Zealand Limited ("Westpac") and is underwritten by IAG New Zealand Limited ("IAG"). None of Westpac Banking Corporation, Westpac or any other member of the Westpac group of companies guarantee the obligations of, or any products issued by IAG.

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