



Distinction

HOME INSURANCE

POLICY WORDING

INTRODUCTION

WELCOME	Welcome to NZI. Thank you for selecting us as your insurer.
ABOUT THIS POLICY	Your Home Policy consists of: <ol style="list-style-type: none">1. this policy document, and2. the schedule, and3. the information you have provided in the application.
YOUR 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: <ol style="list-style-type: none">1. to accept or decline your insurance, or2. 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 this 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.
CHANGING YOUR MIND	If you are not happy with this Home Policy, you can change your mind, provided you tell us within 30 days of the date your Home Policy started. We will cancel your Home Policy as if it had never existed and refund in full any premium you have paid. This does not apply if a claim has been made.
EXAMPLES	We have sometimes used examples and comments to make the parts of this policy document easier to understand. These examples and comments, which are printed in <i>italics</i> , do not affect or limit the meaning of the section they refer to.
HEADINGS	The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document.
DEFINED WORDS	If a word is shown in bold , it has a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'DEFINITIONS'.

INSURANCE AGREEMENT

OUR PROMISE	You agree to pay us the premium. In exchange, we promise to insure you as set out in this policy document.
48 HOUR RESTRICTION	You are not covered for loss that occurs during the first 48 hours of this policy, caused by storm, flood or landslip. This only applies when you first take the policy out with us . However, this exclusion does not apply where: <ol style="list-style-type: none">1. this policy started immediately following another policy that also covered the same property against the risks of storm, flood and landslip, or2. this policy was taken out at the time you purchased the home.
VACANT HOMES	This Home Policy is automatically suspended if you or a person authorised by you has not been living at the home for a period of more than 90 consecutive days. This Home Policy will automatically start again as soon as you , or a person authorised by you , is living in the home again. However, this Home Policy may be continued, if one of the following applies: <ol style="list-style-type: none">1. You tell us that no one will be living at the home and we agree that cover will continue. We may, at this time, change the terms of the policy.2. We have the home recorded as a holiday home, and the following criteria are met:<ol style="list-style-type: none">(a) the home is inspected inside and outside by you or a nominated person at least every 90 days, and(b) the home and its grounds are adequately maintained, and(c) mail is cleared regularly, and(d) the water supply is turned off, and(e) all doors are locked, and all windows secured.

SECTION ONE – COVER FOR YOUR HOME

WHAT YOU ARE COVERED FOR You are covered for any sudden and **accidental loss** to the **home** that occurs during the **period of cover**.

WHAT YOU ARE NOT COVERED FOR

CAUSES OF LOSS NOT COVERED

You are not covered for **loss** to the **home** connected in any way with:

1. structural additions or structural alterations unless:
 - (a) **we** have been notified of the additions or alterations beforehand and **we** have agreed in writing to cover this, or
 - (b) cover is provided under the 'New Building Work' Automatic Additional Benefit, or
2. water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
 - (a) **you**, or
 - (b) any other person who is legally on the property, or
3. insects, rodents or vermin (other than opossums), or
4. hydrostatic pressure to swimming pools and/or spa pools.

However, exclusions 3 and 4 apply only to the property directly affected. They do not apply to any resultant sudden and **accidental loss** to other parts of the **home**.

You are not covered for **loss** to the **home** caused by **natural disaster**, unless cover is provided under the 'Natural Disaster Cover' Automatic Additional Benefit.

TYPES OF LOSS NOT COVERED

You are not covered for:

1. repairing or replacing floor coverings that are not in the room(s) where the **loss** happened, or
2. **loss** to fuses, protective devices, lighting or heating elements caused by electricity, or
3. any **loss**, cost or expense arising from any fault, defect, error or omission in:
 - (a) design, plan, or specification, and/or
 - (b) workmanship, construction or materials.However, this exclusion 3 applies only to the property directly affected. It does not apply to any resultant sudden and **accidental loss** to other parts of the property, or
4. the breakdown, failure or wearing out of any mechanical or electrical equipment or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

GRADUAL DAMAGE NOT COVERED

You are not covered for:

1. wear and tear, depreciation, corrosion, rust, or
 2. rot, mildew, or
 3. gradual deterioration,
- except for **loss** covered by the 'Hidden Gradual Damage' Automatic Additional Benefit.

IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY on page 10.

WHAT WE WILL PAY

THE MOST WE WILL PAY

Home Sum Insured

1. The most **we** will pay for **loss** to the **home** exclusive of **special features** for any **event** that occurs during the **period of cover** is the **home sum insured**. This includes:
 - (a) Compliance Costs,
 - (b) Professional and Other Fees,
 - (c) Demolition and Removal Costs,
 - (d) All Automatic Additional Benefits unless stated otherwise.

2. However, within the **home sum insured**, the most **we** will pay in total for any **event** that occurs during the **period of cover** for **loss** to:
 - (a) all retaining walls is \$100,000, and
 - (b) all **recreational features** is \$100,000,unless an increased limit is shown on the **schedule**, in which case that increased limit is the most **we** will pay for the respective property.

Special Feature Sum Insured

3. The most **we** will pay for **loss** to any **special feature** for any **event** during the **period of cover** is its **special feature sum insured**. This includes:
 - (a) Compliance Costs,
 - (b) Professional and Other Fees,
 - (c) Demolition and Removal Costs.

Total Sum Insured

4. The most **we** will pay for **loss** under 'Section One – Cover for your Home' in total for any **event** that occurs during the **period of cover** is the **total sum insured**. This includes:
 - (a) the **home sum insured**,
 - (b) any **special features' sums insured**,
 - (c) all Automatic Additional Benefits unless stated otherwise.

IF YOUR HOME IS ECONOMIC TO REPAIR

If, in **our** opinion, it is economic to repair the **loss** to **your home**, **we** may choose to:

1. pay the reasonable cost to repair the part of **your home** that suffered the **loss**, or
2. pay **you** the estimated reasonable cost to repair the part of the **home** that suffered the **loss**.

IF YOUR HOME IS UNECONOMIC TO REPAIR

1. If, in **our** opinion, it is uneconomic to repair the **loss** to **your home**, **you** may choose one of the following:

- (a) Rebuild on the same site: **We** will pay the reasonable cost incurred to rebuild the part of **your home** that suffered the **loss** to an equivalent size and specification on its original site, or
- (b) Rebuild on another site: **We** will pay the reasonable cost incurred to rebuild the part of **your home** that suffered the **loss** to an equivalent size and specification on another site that **you** provide anywhere in New Zealand. The cost must not be greater than the reasonable cost of rebuilding the part of **your home** that suffered the **loss** on its original site less Demolition and Removal Costs incurred, or
- (c) Buy another home: **We** will pay the reasonable cost incurred to buy another home anywhere in New Zealand, including reasonable and necessary legal and associated fees. However, **we** will not pay more than the estimated reasonable cost that would have been payable if the part of the **home** that suffered the **loss** had been rebuilt within a reasonable timeframe on the original site less Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees are not included in the estimated rebuilding costs as these are only incurred when rebuilding occurs, or
- (d) Accept a cash payment with our consent: At **our** sole discretion, **we** will pay **you** the estimated reasonable cost to rebuild the part of **your home** that suffered the **loss** less Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees are not included in the estimated rebuilding cost as these are only incurred when rebuilding occurs.

2. If, in **our** opinion, it is uneconomic to repair the **loss** to **your home**, and **you** sell **your home** before rebuilding begins the most **we** will pay is the lesser of:
 - (a) the **total sum insured**, and
 - (b) the difference between the market value of **your home** immediately before and immediately after the **loss**, plus Demolition and Removal Costs **we** determine are necessary, less any costs covered by this policy which have been met by **us** up to the date on which the sale settles.

SETTLEMENT OF YOUR LOSS

The following clauses are subject to the provisions outlined above in 'What we will pay – The most we will pay'.

Standard of Repair or Rebuild

We will pay the reasonable cost to repair or rebuild the part of the **home** that suffered the **loss** to a condition as similar as possible to when it was new, using current industry accepted building materials and construction methods, but excluding additional materials, work and expense required solely to comply with Government or local authority bylaws and regulations.

Compliance Costs

1. If **we** are paying to repair or rebuild **your home**, **we** will also include the reasonable costs of additional materials, work and expense required solely to comply with Government or local authority bylaws and regulations. **We** will only pay these costs of compliance:
 - (a) if the **home** complied with all requirements that existed at the time it was originally built and at the time of any alteration, and
 - (b) for the part of the **home** that has suffered **loss** covered by this policy.
2. **We** will not pay any costs of compliance if notice of non-compliance had already been served before the **loss** occurred.
3. These costs are not payable when **you** buy another home or accept a cash payment as settlement of **your** claim, as described in 1. (c) or (d) of 'If your home is uneconomic to repair' above.

Professional and Other Fees

1. If **we** are paying to repair or rebuild the part of **your home** that suffered **loss**, **we** will also include the reasonable costs of:
 - (a) design, engineer's, surveyor's and building consultant's fees, and
 - (b) consents and associated legal fees.
2. These costs must be necessary to repair or rebuild the part of the **home** that has suffered **loss**, and approved by **us** before they are incurred.
3. These costs are not payable when **you** buy another home or accept a cash payment as settlement of **your** claim, as described in 1. (c) or (d) of 'If your home is uneconomic to repair' above.

Demolition and Removal Costs

1. If **we** accept a claim for **loss** to **your home**, **we** will also pay the reasonable costs of:
 - (a) the demolition of the part of **your home** that suffered the **loss**, and the removal of debris associated with that and necessary to effect the repair or rebuild of that **loss**, and
 - (b) removing **your** household contents when this is required to enable **your home** to be repaired or rebuilt, but not the cost of storing them or returning them to the **home**.
2. These costs must be necessary and approved by **us** before they are incurred.
3. If **we** pay to demolish any part of the **home** this gives **us** the choice to take the debris and dispose of it as **we** see fit and retain any salvage obtained.

Costs Not Covered

We will not pay for any costs that are incurred for:

1. any part of the **home** that has not suffered **loss** unless this is necessary to repair or rebuild the **loss** covered, or
 2. stabilising, supporting or restoring land, earth, or fill, or
 3. anyone **you** engage to prepare, advise on, or negotiate a claim made under **your** Home Policy.
- We will not pay these costs. You will have to meet these.*

Matching items

We will pay the additional costs to replace undamaged:

1. parts of a bathroom suite, and
 2. parts of a kitchen,
- if **we** are unable to:
- (a) repair the items that suffered the **loss**, and
 - (b) locate matching replacements for the items that suffered the **loss**.

SECTION ONE – AUTOMATIC ADDITIONAL BENEFITS

These benefits are subject to the terms of this policy, except where they are varied in the benefit. The amounts shown in these benefits are included in the **total sum insured** unless expressly stated otherwise.

- ALTERNATIVE ACCOMMODATION** This Home Policy is extended to cover the reasonable additional cost of temporary alternative accommodation (of a similar standard to the **home**) for **you** and **your** domestic pets, if the **home** cannot be lived in due to a **loss** to the **home** during the **period of cover** where the **loss**:
1. is covered by this Home Policy, or
 2. would have been covered by this Home Policy, but is covered by the **EQC Act** instead.
- The most **we** will pay is \$100,000 for any **event**. **We** will pay these costs for a maximum of 12 months for any **event**. **We** will pay these costs in addition to the **total sum insured**. If **you** have alternative accommodation cover under any other policy with **us**, then the most **we** will pay under all policies in total for any **event** is the highest applicable limit.
- BREAKAGE EXTENSION** An **excess** of \$250 per **incident** applies to a claim that is solely for **accidental** breakage of:
1. glass in any:
 - (a) windows, or
 - (b) doors, or
 - (c) screens,of the **home**, or
 2. sinks, baths, wash basins, toilet bowls, shower cabinets, bidets, fixed glass lampshades, permanently fixed mirrors or glass in built-in furniture in the **home**.
- ELECTRONIC DATA AND PROGRAMS** Notwithstanding the Electronic Data and Programs policy exclusion, this Home Policy is extended to cover the reasonable cost of restoring, re-setting or re-programming programs, software and other coded instructions necessary to operate any electronic equipment covered under this Home Policy as part of the **home** where that electronic equipment has suffered **loss** covered by this Home Policy. **You** are not covered for **loss** of any data stored on any of that electronic equipment.
- HIDDEN GRADUAL DAMAGE** This Home Policy is extended to cover:
1. **hidden gradual damage** to the **home** that happens and that **you** discover during the **period of cover**, and
 2. any other part of the **home** that is not directly affected but must be removed, damaged or destroyed to locate the cause of the **hidden gradual damage**, provided that **we** have first given **our** permission.
- The most **we** will pay during an **annual period** is \$5,000.
- HOME OFFICE** This Home Policy is extended to cover any part of the **home** used as a home office.
- KEYS AND LOCKS** If any key (including electronic keys or swipe cards or any equivalent device) or combination that gives access:
1. to the **home**, or
 2. to any safe or strongroom in the **home**,
- is lost, damaged, stolen or believed on reasonable grounds to have been duplicated without **your** permission, during the **period of cover**, **we** will pay the cost of:
- (a) replacing any key to the **home** and altering or replacing the locks that the key was for, or
 - (b) opening any safe or strongroom.
- The most **we** will pay during the **period of cover** is \$3,000. The **excess** does not apply to this Automatic Additional Benefit. If **you** have 'Keys and Locks' cover under any other policy with **us**, then the most **we** will pay under all policies is the highest applicable limit.

LANDSCAPING

This Home Policy is extended to cover the reasonable cost of re-establishing gardens within the residential boundaries of **your home**, following a **loss** during the **period of cover**, caused by any of the following:

1. fire, lightning or explosion,
2. theft,
3. storm (but not hail, frost or snow) or flood,
4. earthquake, volcanic eruption, hydrothermal activity, landslide or tsunami,
5. aircraft or other aerial or spatial device or articles dropped from them,
6. impact by any **motor vehicle**.

The most **we** will pay is \$10,000 for any **event**. **We** will pay these costs in addition to the **total sum insured**.

An **excess** of \$1,000 applies to this Automatic Additional Benefit.

NATURAL DISASTER COVER

This Home Policy is extended to cover any sudden and **accidental loss** to the **home** that occurs during the **period of cover** caused by a **natural disaster**, subject to the following.

Where EQC Cover applies

1. If that **loss** is covered under the **EQC Act**, or would have been but for:
 - (a) the application of an excess under the **EQC Act**,
 - (b) a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**,
 - (c) a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever,
 - (d) any act or omission on **your** part, the part of **your** agent, or the part of the Earthquake Commission,

and the cost to repair or rebuild the part of **your home** that suffered the **loss** exceeds **your** maximum entitlement available (or that would have been available but for the reasons in 1.

- (a) to (d) above) for that **loss** under the **EQC Act** (plus the excess under that Act), **we** will pay the difference between that maximum entitlement (plus that excess) and the cost to repair or rebuild the part of **your home** that suffered the **loss**.
2. The most **we** will pay under this benefit is the difference between that maximum entitlement (plus the excess under the **EQC Act**) and the **total sum insured**.

Where no EQC Cover applies

3. Where **your** claim for **loss** to the **home** under this benefit is for, or includes, any part of the **home** that is not covered under the **EQC Act**, then the **excess** will be the higher of:
 - (a) \$5,000, and
 - (b) the **excess** otherwise applicable to the claim under this policy.

Some examples of parts of the home not covered under the EQC Act are:

- ▶ *gate or fence,*
- ▶ *driveway,*
- ▶ *patio, path, paving, tennis court or other artificial surface,*
- ▶ *swimming pool or spa pool.*

NEW BUILDING WORK

WHAT IS COVERED

This Home Policy is extended to cover any sudden and **accidental loss** which occurs during the **period of cover** to:

1. any new structure being built within the residential boundaries of the **home**, if **you** own it (or if **you** are responsible for it while it is being built), provided that it will be covered by this Home Policy when complete, and
2. any materials within the boundaries of the **home** that are to be included in the new structure.

WHAT IS NOT COVERED

We do not cover any structure:

1. where the expected value of the completed work, or the price of the contract including materials, is more than \$10,000, or
2. that involves alteration to any part of the existing **home**, or
3. that involves excavation more than 1 metre deep, or
4. that has not been granted a Building Consent or similar if one is required.

WHAT WE WILL PAY

The most **we** will pay during an **annual period** is \$10,000.

POST-EVENT INFLATION PROTECTION

We may, at **our** sole discretion, increase the cover available under this Home Policy if:

1. a **natural disaster**, flood or storm has occurred in the vicinity of the **home** causing widespread **loss** and, as a direct result of this widespread **loss**, building costs have increased due to a statistically significant increase in demand in **our** opinion, and
2. **your home** has suffered sudden and **accidental loss** that is covered by this Home Policy and **your** claim in respect of that **loss** is settled on the basis of an actual repair or rebuild of the **home**, and
3. the actual cost to repair or rebuild the **home** is higher than the **home sum insured**, plus any **special features' sums insured** shown on the **schedule** due solely to the increase in building costs described in paragraph 1. above.

The most **we** will pay, in total, for all increases in cover is the amount calculated by applying the percentage of the statistically significant increase in demand to:

- (a) the **home sum insured** shown on the **schedule**, and
- (b) the **special feature sums insured**, where a **special feature** is shown on the **schedule**, up to a maximum of 10% more than those sums insured.

For example:

An earthquake causes damage to a large number of homes in your town and substantially damages your home. As a result of all of the homes needing to be repaired/rebuilt, the cost of building materials and labour increases sharply. If your total sum insured of \$300,000 is no longer adequate because of the increased costs we may pay up to \$330,000 to rebuild or repair your home.

SALE AND PURCHASE

Where a **loss** occurs after **you** have entered into a contract to sell the **home**, the purchaser is covered by this policy for that **loss** up until the final settlement, or until they take possession of the **home**, whichever happens first, as long as:

1. they meet all the same conditions of this policy that **you** must meet, and
2. they have not otherwise insured the **home** at the time of the **loss**.

SECURITY SYSTEM

If the **home** is fitted with an alarm or a security system that **we** approve, and this is activated during a break in or attempted break in during the **period of cover** and there is evidence of this, **we** will pay the reasonable costs of any call out fee for attendance by a monitoring service to reset or reprogram it.

The most **we** will pay during the **period of cover** is \$500.

STRESS PAYMENT

If, in **our** opinion, it is uneconomic to repair the **loss** to the **home**, **we** will also pay **you** \$2,000 for the stress caused by the **loss**.

If **you** have this 'Stress Payment' cover under any other policy with **us**, then the most **we** will pay for any **event** under all policies is \$2,000.

We will pay these costs in addition to the **total sum insured**.

SUSTAINABILITY UPGRADE

If, in **our** opinion, it is uneconomic to repair the **loss** to the **home**, **we** will also pay up to \$20,000 to upgrade **your home** with **sustainable products**, provided that:

1. **you** rebuild **your home**, (on the same site or on another site), and
2. the **sustainable products** are approved by **us**.

We will pay these costs in addition to the **total sum insured**.

TEMPORARY REMOVAL OF FIXTURES

This Home Policy is extended to cover fixtures and fittings of **your home** which have been temporarily removed for the purpose of restoration, renovation or repair by a professional contractor or tradesman for a period not exceeding 60 days.

TRAUMA COVER

If, during the **period of cover**, **you** suffer injuries at **your home** as the result of a fire, home invasion, burglary or theft, **we** will pay:

1. up to \$1,000 for professional counselling services, and
2. up to \$1,000 for temporary accommodation while security is improved.

TREE REMOVAL

If a **loss** occurs to the **home** as the result of a tree or part of a tree falling and that **loss** is covered by this Home Policy, **we** will also pay the reasonable costs incurred for the removal of that tree, including those parts that have not fallen.

We will not pay the cost to remove stumps from the ground or any costs where the tree was known to be unsound or unstable and needed to be removed.

The most **we** will pay is \$1,500 for any **event**.

WATER OR SEWAGE PIPE BLOCKAGE

We will pay the reasonable costs towards clearing a blockage in an underground water or sewage pipe, provided that the blocked pipe is within the residential boundaries of the **home**.

This benefit only insures the costs of clearing the blockage, and does not cover any other maintenance costs.

The most **we** will pay during an **annual period** is \$500.

The **excess** does not apply to this Automatic Additional Benefit.

SECTION TWO – YOUR LEGAL LIABILITY

WHAT YOU ARE COVERED FOR

LEGAL LIABILITY

You are covered for **your** legal liability for:

1. **accidental loss** to anyone else's property in New Zealand, or
2. **accidental** death of, or **accidental** bodily injury, including sickness, disease, disability, shock, fright, mental anguish or mental injury, to anyone else in New Zealand, or
3. costs and losses recoverable from **you** under Section 43 of the Forest and Rural Fires Act 1977 for a fire or threat of fire, or
4. levies imposed on **you** by a fire authority under Sections 46 or 46A of the Forest and Rural Fires Act 1977, for a fire or threat of fire,

occurring during the **period of cover**, caused by or through or in connection with **your** ownership of the **home** and/or its grounds.

DEFENCE COSTS

You are also covered for defence costs **you** incur, with **our** prior approval for liability arising under the items above.

WHAT YOU ARE NOT COVERED FOR

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

1. any business, trade, profession or sponsorship, or
2. any contract or agreement (except where **you** would have been liable even without a contract or agreement), or
3. the ownership or use of any **motor vehicle** (other than an electric wheelchair, domestic garden appliance, mobility scooter or golf cart), trailer, caravan, watercraft, aircraft or other aerial device, or
4. any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of cover** and is caused by a sudden and **accidental event** that happens during the **period of cover**.

You are not covered for punitive or exemplary damages or fines.

IMPORTANT: Please also read POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY on page 10.

WHAT WE WILL PAY

LEGAL LIABILITY

The most **we** will pay for a claim under items 1. and 2. of 'What you are covered for – Legal liability' is \$2,000,000, for any **event**.

The most **we** will pay for a claim under items 3. and 4. of 'What you are covered for – Legal liability' is \$1,000,000, including investigation, defence costs and expenses, for any **event**.

This is in addition to the **total sum insured**.

DEFENCE COSTS

Defence Costs covered for a claim under items 1. and 2. of 'What you are covered for – Legal Liability' will be paid in addition to the **total sum insured** and Legal Liability limit (above).

SETTLEMENT OF ANY CLAIM

We may pay the full amount under this part of **your** Home Policy, or any lesser amount for which the liability can be settled plus defence costs incurred, and this will meet all **our** obligations under this part of **your** Home Policy.

POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

CONFISCATION

You are not covered for any loss, expense or liability connected in any way with confiscation, nationalisation, requisition, acquisition or destruction of or damage to property by order of government, public or local authority or under any statute or regulation.

CONSEQUENTIAL LOSS

You are not covered for any kind of consequential loss other than as specifically provided for under the 'Alternative Accommodation Benefit'.

For example, you're not covered for financial loss that occurs as a result of physical loss or physical damage that is covered by the policy.

EARTH MOVEMENTS

You are not covered for loss, expense or liability connected in any way with:

1. subsidence or erosion, or
2. settling, warping or cracking caused by earth or other movements. This exclusion 2. does not apply to any **loss** covered by the 'Natural Disaster Cover' Automatic Additional Benefit.

ELECTRONIC DATA AND PROGRAMS

You are not covered for any liability or loss of or damage to **electronic data** from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion does not apply to physical damage to other insured property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded.

EXCESS

For each **incident**, the relevant **excess** will be deducted from the amount of **your** claim unless stated otherwise under an Additional Benefit.

If **you** have multiple dwellings or flats covered under this policy, the **excess** applies individually to each dwelling.

If **we** insure both **your home** and its contents (at the same address) and **you** claim under both for a **loss** caused by the same **incident**, only one **excess** will apply, being the highest individual policy **excess**.

Where an **incident** occurs that results in a claim under more than one benefit (or sub-section of a benefit) of this policy, **we** will apply only the highest applicable **excess**.

The **excess** is deducted after any policy limits have been applied.

For example, if a limit of \$1,000 applies and an excess of \$400 is payable by you, the amount we will pay is \$600.

NUCLEAR

You are not covered for any loss, liability, prosecution or expense of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - (a) any nuclear fuel, or
 - (b) any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

TERRORISM	You are not covered for any loss, liability, death, prosecution or expense of any type in connection with an act of terrorism , including in connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism .
UNLAWFUL SUBSTANCES	You are not covered for any loss, expense or liability in connection with the manufacture, storage, or distribution at the home , of any 'controlled drug' as defined in the Misuse of Drugs Act 1975.
WAR	You are not covered for any loss, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

HOW TO CLAIM

WHAT YOU MUST DO	<p>If anything happens that may lead to a claim under this Home Policy, you must:</p> <ol style="list-style-type: none">1. do what you can to take care of the home and to prevent any further loss, expense or liability, and2. tell us as soon as possible, and3. notify the police as soon as possible if you think any loss was caused by an illegal act, and4. allow us to examine the home before any repairs are started, and5. send to us as soon as possible anything you receive from anyone about a claim or possible claim against you, and6. give us any information or help that we ask for, and7. consent to your personal information, in connection with the claim, being:<ol style="list-style-type: none">(a) disclosed to us, and(b) transferred to the Insurance Claims Register Limited, and8. not destroy or dispose of anything that is or could be part of a claim.
WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO	<p>You must obtain our agreement before you:</p> <ol style="list-style-type: none">1. incur any expenses in connection with any claim under this Home Policy, or2. negotiate, pay, settle, admit or deny any claim against you, or3. do anything that may prejudice our rights of recovery.
ACTIONS WE MAY TAKE	<p>We may take action in your name to:</p> <ol style="list-style-type: none">1. negotiate, defend or settle any claim against you that is covered by this Home Policy, and2. recover from any other person anything covered by this Home Policy, <p>You must assist us with these actions. We will be responsible for the reasonable legal costs of these actions.</p>
DISHONESTY	<p>If your claim is dishonest or fraudulent in any way, we may:</p> <ol style="list-style-type: none">1. decline your claim, either in whole or in part, and/or2. declare either this Home 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. <p>This is at our sole discretion.</p>

POLICY CONDITIONS

BREACH OF ANY CONDITION

If:

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

breaches any of the conditions of this Home Policy, **we** may:

- (a) decline **your** claim, either in whole or in part, and/or
- (b) declare either this Home Policy or all insurance **you** have with **us** to be of no effect and to no longer exist.

This is at **our** sole discretion.

TRUE STATEMENTS AND ANSWERS

True statements and answers must be given (whether by **you** or any other person) when **you**:

1. apply for this insurance, and/or
2. notify **us** regarding any change in circumstances, and/or
3. make any claim under this policy, and provide any further communication regarding the claim.

REASONABLE CARE

You must take reasonable care at all times to avoid circumstances that could result in a claim.

Your claim will not be covered if **you** are reckless or grossly irresponsible.

OTHER INSURANCE

You must tell **us** if the **home** becomes covered under any other insurance. 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.

CHANGES IN CIRCUMSTANCES

You must notify **us** immediately if, after **we** have accepted **your** application for this Home Policy, there is a material:

1. increase in the risk covered, or
2. alteration in the risk covered.

We may change the terms of this Home Policy in response to any material change in circumstance **you** or anyone else advises **us** of. The change in terms will be effective from the date of the change in circumstances.

Information is 'material' where we would have made different decisions about either: (a) accepting your insurance, or (b) setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.

The 'risk insured' refers to both: (a) the actual property or liabilities insured (known as physical hazard), and (b) you or other persons covered by this Home Policy (known as moral hazard).

CANCELLATION

BY YOU

You may cancel this Home 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 cover**.

You must pay any outstanding premium due for the used portion of the **period of cover**.

BY US

We may cancel this Home Policy by giving **you** or **your** broker notice in writing or by electronic means at **your** or **your** broker's last known address. The Home Policy will be cancelled from 4pm on the 30th day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of cover**.

AUTOMATICALLY

1. This Home Policy will be automatically cancelled if **you** do not pay the premium. Cancellation under this clause will be effective from the date to which the policy was paid up to.
2. If, in **our** opinion it is uneconomic to repair the **loss** to the **home**, this Home Policy will be automatically cancelled from the date **we** pay **your** claim or the date on which rebuilding commences, whichever occurs first. **We** will not refund **you** any premium for the unused portion of the **period of cover**.

This means that you will need to make new insurance arrangements on any replacement home.

Distinction / HOME INSURANCE POLICY

CHANGE OF TERMS	<p>We may change the terms of this Home Policy (including the excess) by giving you or your broker notice in writing or by electronic means at your or your broker's last known address. Unless otherwise specified in this policy the change in terms will take effect from 4pm on the 30th day after the date of the notice.</p>
CURRENCY	<p>Any amounts shown in this Home policy and on the schedule are in New Zealand Dollars.</p>
GOODS AND SERVICES TAX	<p>Where GST is recoverable by us under the Goods and Services Tax Act 1985:</p> <ol style="list-style-type: none">1. the total sum insured, home sum insured, special features' sums insured, limits for retaining walls and recreational features all exclude GST, and2. all other policy limits and sub limits include GST, and3. all excesses include GST, and4. GST will be added, where applicable, to claim payments.
GOVERNING LAW AND JURISDICTION	<p>The law of New Zealand applies to this Home Policy and the New Zealand courts have exclusive jurisdiction.</p>
LEGISLATION CHANGES	<p>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.</p>
JOINT INSURANCE	<p>If this Home Policy covers more than one person, then all persons are jointly insured. <i>This means that a breach of this Home Policy by any one person affects everyone's ability to claim under this Home Policy.</i></p>
OTHER PARTIES WITH A FINANCIAL INTEREST	<p>If we know of any financial interest over your home, we may pay part or all of any claim proceeds to the holder of that interest. This payment will go towards meeting the obligations we have under this policy for the loss. We are authorised by you to disclose personal information about you to any holder of a financial interest. Any party who is recorded as having a financial interest under this policy is not covered by this policy and does not have rights to claim under this policy.</p>
ASSIGNMENT	<p>Except as outlined in 'Other parties with a financial interest' above, you must not otherwise transfer any of your entitlements or benefits under this Home Policy to any person or entity without our prior written consent. It is not possible to assign the entitlements or benefits of 'If your home is uneconomic to repair, 1.'. If, in our opinion, it is not economic to repair the loss to the home, the provisions of 'If your home is uneconomic to repair, 2.' will apply to the entitlement that is transferable. It is not possible to assign this Home Policy to another person or entity.</p>

DEFINITIONS

The definitions apply to the plural and any derivatives of the words.

For example, the definition of 'accident' also applies to the words 'accidentally', 'accidental' and 'accidents'

accident	unexpected and unintended by you .
act of terrorism	any act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and that: <ul style="list-style-type: none">▶ involves violence against one or more persons, or▶ involves damage to property, or▶ endangers life other than that of the person committing the action, or▶ creates a risk to health or safety of the public or a section of the public, or▶ is designed to interfere with or disrupt an electronic system.
annual period	the annual period is the period of cover . However, if: <ul style="list-style-type: none">▶ the premium is paid monthly or quarterly, or▶ the period of cover is for more than 12 months, the annual period is the current 12 month period calculated consecutively from the date this policy first started.
application	the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us .
computer virus	a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagates itself through a computer system or network of whatsoever nature. This includes but is not limited to Trojan Horses, Worms and Time or Logic Bombs.
electronic data	facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
EQC Act	Earthquake Commission Act 1993 and any Act in substitution of that Act.
event	any one event or series of events arising from one source or original cause.
excess	this is the first amount of the claim that you must pay, which is shown on either the schedule or in this policy wording.
hidden gradual damage	hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from any internal: <ul style="list-style-type: none">▶ tank that is plumbed into the water reticulation system of the home and is permanently used to store water, or▶ water pipe, or▶ waste disposal pipe, installed at the home .

home

the residential dwelling(s) that **you** own at the situation shown on the **schedule** including any of the following used at all times solely for domestic use:

- ▶ outbuildings within the residential boundaries of the situation on which the residential dwelling(s) is situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter,
- ▶ fixtures and fittings permanently attached to the residential dwelling(s) or its outbuildings. This includes: kitchen stove, hob or range hood, any other home appliance that is permanently wired, permanently plumbed or permanently built-in,
- ▶ kitchen oven permanently attached or not,
- ▶ fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or its outbuildings included above,
- ▶ driveway of permanent construction that provides direct access to the residential dwelling(s) or any outbuilding included above,
- ▶ patio, paths and paving of permanent construction, deck, steps, gate or fence, as long as they are on or within the residential boundaries within which the residential dwelling(s) is situated,
- ▶ walls including garden and retaining walls,
- ▶ **recreational features**,
- ▶ public utility services supplying the residential dwelling(s) and/or any of its outbuilding included above, such as: power and telephone lines, data cables, supply and waste water pipes,
- ▶ permanently sited water storage tank, septic tank or heating oil tank and its associated equipment (excluding its contents),
- ▶ solar power and solar water heating systems.

It does not include any of the following unless it is shown on the **schedule** as a **special feature** with a corresponding **special feature sum insured**:

- ▶ private utility plant and associated equipment including but not limited to wind or water mills, or diesel generators,
- ▶ cable car and its associated equipment,
- ▶ bridge or culvert, permanent ford or dam,
- ▶ wharf, pier, landing or jetty.

It does not include any of the following:

- ▶ any part of the **home** that is used for business or commercial purposes except where it is used solely as a home office for clerical purposes by **you**,
- ▶ any part of the **home** that is built for or used for farming or rural lifestyle purposes whether commercial or not, including but not limited to any shed storing animal feed, machinery or produce, livestock handling yards or shelters,
- ▶ any part of the **home** being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation, unless cover is provided by the 'New Building Work' Automatic Additional Benefit,
- ▶ gravel or shingle, including a gravel or shingle: driveway, path, patio, or paving,
- ▶ loose floor covering including: mats, rugs or runners,
- ▶ temporary structure,
- ▶ fittings that are not permanently attached such as: curtains and blinds,
- ▶ appliances that are not permanently wired, permanently plumbed or permanently built-in other than a kitchen oven,
- ▶ well or bore hole including its pump, lining or casing,
- ▶ household goods and personal effects,
- ▶ live plant, including any: tree, shrub, hedge or grass other than the cover provided under the 'Landscaping' Automatic Additional Benefit,
- ▶ land, earth or fill,
- ▶ structure or property not at the situation shown on the **schedule**.

home sum insured	the amount shown on the schedule of the same name. This includes any increased policy limits for retaining walls and recreational features .
incident	something that happens at a particular point in time, at a particular place and in a particular way.
loss	physical loss or physical damage.
motor vehicle	any type of machine on wheels, or caterpillar tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.
natural disaster	an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the EQC Act .
period of cover	the Period of Cover shown on the schedule .
recreational features	any tennis court and/or permanently fixed swimming pool or permanently fixed spa pool including its ancillary equipment and/or pump(s).
schedule	the latest version of Your Schedule we issued to you for this Home Policy.
special feature	any item that is listed on the schedule with a corresponding special feature sum insured .
special feature sum insured	the Sum Insured amount shown on the schedule that corresponds with the special feature .
sustainable products	<p>sustainable products are:</p> <ul style="list-style-type: none">▶ products that increase the efficiency of your home relating to your use of energy and/or water, and▶ rebuilding materials that reduce environmental impacts. <p>Sustainable products include:</p> <ul style="list-style-type: none">▶ solar water heating system,▶ home sprinkler system,▶ heat pump(s),▶ rainwater collection tank,▶ 'best practice' insulation (as recommended by Standards New Zealand),▶ environmentally friendly paint,▶ pellet burner(s).
total sum insured	<p>the amount shown on the schedule of the same name inclusive of:</p> <ul style="list-style-type: none">▶ the home sum insured, which includes any limits for retaining walls and recreational features, and▶ any special features' sums insured, and▶ Automatic Additional Benefits unless stated otherwise within such benefit(s).
we	NZI, a business division of IAG New Zealand Limited.
you	the person(s) or entity shown as the insured on the schedule .



NZI is a business division of IAG New Zealand Limited, a wholly owned subsidiary of Insurance Australia Group, Australasia's largest general insurer. Established in 1859, it is today one of the country's largest and longest-serving fire and general insurance brands, protecting tens of thousands of New Zealanders every year.

Through our broad range of commercial, personal, marine, professional risks and rural insurance products, we pride ourselves on helping people to achieve the best protection for their assets.

We partner with a network of skilled and experienced brokers and other insurance intermediaries who distribute our products. We pay remuneration to our brokers and intermediaries when they issue our policies, and when these policies are renewed or varied.

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