Standard House Policy

Blanket

ANDO

Thank you for choosing Blanket Standard House Insurance

Find out what your insurance does and doesn't cover

This document explains how the insurance works, your responsibilities, and how to make a claim. Please read it carefully, as it's really important you understand it. While there's a lot of information, if you take time to read it now, you'll know what the insurance covers. Just as important – you'll also know what it doesn't cover.

This House Insurance Policy document sets out what the policy covers, what's not covered, and the main terms and conditions of the insurance agreement.

If you are viewing this digitally, I'm interactive. Click the section you'd like in the Table of Contents and go directly there.

Looking for something specific? Search key words by pressing **Ctrl + F (PC)** or **Command + F (Mac)** on your computer.

In this document you'll find sections covering:

> Important stuff about this policy 3

> What we agree to cover 6

  > Main insuring promise 6

  > Additional policy benefits 6

  > Optional policy benefits 13

> What we won't cover 15

> What happens if you need to claim 21

> How we'll settle your claim 22

> Our terms and conditions 25

> Definitions 28

Important stuff about this policy

Welcome to Blanket House Insurance

Blanket House Insurance is provided by the insurer noted in the **schedule**. The insurer noted in the **schedule** is the only organisation responsible for claims under this cover. Administration of Blanket House Insurance and claims handling services are managed by Ando Insurance Group Limited (Ando) on behalf of the insurer noted on the **schedule**.

The total charge to **you** (after deducting GST and government levies), includes an amount that goes to the insurer, and in the majority of cases a small policy fee goes to Ando. Ando also receives commission from the insurer for the services provided when acting as the insurer's agent.

When **you** purchase Blanket House Insurance **you'll** enter into a contract with the insurer noted in the **schedule** on the terms and conditions set out in this policy document.

Our promise to you

In return for **you** having paid or promised to pay the required premium **we** agree to insure **you** as set out in this policy.

Your policy

Your policy with us consists of:

> any information provided to **us** by **you** or on **your** behalf including **your** proposal,

> this policy document,

> any endorsements or clauses that amend the policy terms as shown in **your schedule**, and

> the **schedule**.

Reading your policy

You should read this policy document, together with **your schedule** to make sure **you** understand **your** cover and that it meets **your** needs.

There are words in bold that have specific meaning(s) and are explained in the 'Definitions' section at the end of this policy document.

The headings that **we** have used in this policy document are intended to help **you** find **your** way through it more easily. They are not intended to be used for interpreting the contents of the policy document.

Applying your policy

How we apply cover under **your** policy depends on the type of **event** which has caused **loss** to **your house.**

We'll calculate the maximum **we'll** pay differently if **your loss** is as a result of a **fire** or explosion than **we** will for other types of **event**, as set out in page 6 of this policy.

Please note that the term '**fire**' has a specific meaning as set out in the 'Definitions' section on page 29 of this policy.

Duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** or anyone applying on **your** behalf must tell **us** everything **you** know (or could be reasonably expected to know) that might affect **our** decision when deciding:

> to accept **your** insurance, and/or

> the cost or terms of the insurance, including the **excess.**

In particular, **you** should tell **us** anything which may increase the chance of a claim under this policy, or the amount of a claim under this policy.

You also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** or anyone on **your** behalf breaches this duty of disclosure, **we** may treat this policy as being of no effect and to have never existed.

Please ask **us** if **you** aren't sure whether **you** need to tell **us** about something.

Changes to facts or circumstances during the policy

You must tell **us** of any material change to any of the facts or circumstances existing at the beginning of the **period of insurance**. This includes any structural additions or structural alterations which **you** make to the **home.**

If **you** do notify **us** of a change, **we** may alter the premium, the terms of **your** insurance or cancel the insurance with effect from the date on which the change first occurred.

Changing your mind

If **you** change **your** mind **you** can cancel **your** policy within 30 days of it starting **we'll** refund in full any premium **you** have paid, provided **you** have not made a claim.

Privacy

You agree to Ando Insurance Group Limited collecting, using and disclosing your personal information as set out in **our** Privacy Policy. Where **you** provide **us** with personal information about any other person for insurance related purposes, **you** confirm that **you** have the authority of those persons to disclose such information and to authorise Ando to collect, hold, use and disclose the information in accordance with **our** Privacy Policy.

For information about Ando's Privacy Policy, please see www.ando.co.nz/privacy-policy.

Insurance Claims Register

You consent to any personal information **we** hold in connection with any claim that **you** make being transferred to the Insurance Claims Register, a register operated by Insurance Claims Register Limited for use by participant insurers. This information may be accessed by participant insurers for the purpose of managing claims.

For more information, please see www.ando.co.nz/privacy-policy and www.icnz.org.nz/industry/claims-register.

Fair Insurance Code

We are committed to complying with the Fair Insurance Code as published by the Insurance Council of New Zealand. This means **we'll**:

> provide insurance contracts which are understandable and show the legal rights and obligations of both **us** and **you**;

> explain the meaning of legal or technical words or phrases;

- explain the special meanings of words or phrases as they apply in the policy;
- manage claims quickly, fairly and transparently;
- clearly explain the reason(s) why a claim has been declined;
- provide **you** with a written summary of **our** complaints procedure as soon as disputes arise and advise **you** how to lodge a complaint and tell **you** about the Insurance and Financial Services Ombudsman Scheme.

Concern or complaint

If **you** have a concern or complaint, **we** want to hear from **you** so that **we** have the opportunity to make it right. **You** can contact **us** on the details below or refer to **our** website www.ando.co.nz/complaints for information about how to make a complaint and details about **our** complaints and dispute resolution process.

p 09 377 1432
e complaints@ando.co.nz

What we agree to cover

This policy provides insurance for **your house,** plus a number of extra benefits.

In this section, **we** explain what is covered by the policy. This section sets out **our**:

> main insuring promise;

> the maximum **we'll** pay;

> additional policy benefits; and

> optional policy benefits.

The additional policy benefits are included in **your** cover unless noted otherwise in the **schedule**. The optional policy benefits are not included in **your** cover unless specifically noted in the **schedule**.

In the section, 'What we won't cover' **we** set out some of the things that **we** don't cover under this policy.

You should read all sections to get a full picture of what is covered by this policy, what **your** obligations are and what **we'll** pay.

Main insuring promise

We'll cover **you** for **accidental loss** to the **house** that occurs during the **period of insurance** subject to the policy's terms, conditions and exclusions.

The maximum we'll pay

Unless otherwise noted on **your schedule** if the **loss** to **your house** is caused by **fire** or explosion the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** is:

> the **reinstatement value**;

> the actual cost to rebuild or replace other items coved under the definition of **house**;

> the amount of any applicable additional policy benefits outlined below that apply in addition to the **reinstatement value**; and

> the amount of any applicable optional policy benefits that have a sublimit set out below that apply in addition to the **reinstatement value** and are shown on **your schedule**.

If the **loss** to **your house** is not caused by **fire** or explosion the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** is:

> the **sum insured**;

> the amount of any applicable additional policy benefits outlined below that apply in addition to the **sum insured**; and

> the amount of any applicable optional policy benefits that have a sublimit set out below that apply in addition to the **sum insured** and are shown on **your schedule**.

Additional policy benefits

The additional policy benefits are subject to the terms and conditions of the policy.

Authorities damage

We'll cover **you** for the cost of repairing any physical damage to **your house** caused by any government or local authorities during the **period of insurance** to prevent **loss** to **your house** which would be covered by this policy.

Any amount that **we** pay **you** under this additional policy benefit is included within the **reinstatement value** or **sum insured**.

Electronic programs

We'll cover **you** for the reasonable cost of resetting, restoring or reprogramming any software that is necessary to operate any electronic equipment installed in **your house** where that equipment has suffered **loss** covered by this policy during the **period of insurance**. However, this does not extend to the cost of replacing any data stored on any of this equipment.

The most **we'll** pay **you** under this additional policy benefit for any one **event** is $1,500. This limit is in addition to the **reinstatement value** or **sum insured**.

Hidden gradual damage

We'll cover **you** for gradual physical damage to **your house** which is hidden from view, provided that the damage occurs during the **period of insurance** and is caused by the leaking or overflowing of an internal:

> water pipe, waste disposal pipe or water storage tank;

> bath, shower, basin, sink, toilet, cistern, bidet; or

> household appliance;

which is permanently connected to **your house's** plumbing system.

We'll also cover **you** for parts of **your house** not directly affected but which must be damaged or destroyed to locate the cause of the gradual physical damage.

We won't cover **you** for:

> the cost of repairing the water pipe, waste disposal pipe, water storage tank, bath, shower, basin, toilet, cistern, bidet; or household appliance; or

> any damage that occurred before or after the period of insurance.

The most **we'll** pay **you** under this additional policy benefit for any one **event** is $3,000. This limit is included within the **reinstatement value** or **sum insured**.

Home office

We'll cover **you** for **loss** to any part of **your house** that is used as a home office that occurs during the **period of insurance**.

Any amount that **we** pay **you** under this additional policy benefit is included within the **reinstatement value** or **sum insured**.

Intentional acts

If the **house** is a **rental property** and this is shown on the **schedule**, provided that **you** comply with the 'Landlord obligations', **we'll** cover **you** for **loss** to **your house** by **fire** or explosion that occurs during the **period of insurance** which is caused intentionally by:

> a **tenant**, or

> any **guest** of a **tenant**.

Any amount that **we** pay **you** under this additional policy benefit is included within the **reinstatement value** or **sum insured**.

Keys and locks

We'll cover **you** for the cost of replacing keys or locks that give access to **your house** or changing key codes if the security of **your house** is at risk following theft, **loss** or unauthorised duplication of **your** keys that occurred during the **period of insurance**.

We'll also cover **you** for the cost of opening any safe or strong room following theft or disappearance of its key or combination.

The most **we'll** pay **you** under this additional policy benefit for any one **event** is $2,000. This limit is in addition to the **reinstatement value** or **sum insured**.

If **you** have another policy with **us** which also covers these costs, the most **we'll** pay **you** is $2,000 in total under all of the policies for any one **event**.

The **excess** does not apply to this additional policy benefit.

Landscaping

We'll cover **you** for **accidental loss** to **your** gardens (including hedges, trees, shrubs, and plants), garden edging and lawns that occurs during the **period of insurance** where:

> **your house** was also damaged in the same **event** and **we** have agreed to pay a claim for **loss** to **your house**;

> a vehicle not belonging to **you** and/or not in **your** control causes damage by impact to **your** gardens without causing any damage to **your house**.

The most **we'll** pay **you** under this additional policy benefit for any one **event**, including the cost of clearing and replanting with new seedlings, is $5,000. This limit is in addition to the **reinstatement value** or **sum insured**.

Loss of rent

If **your house** is a **rental property** and this is shown on the **schedule**, provided that **you** comply with the 'Landlord obligations' and a residential tenancy agreement was in place at the time of the **loss**, **we'll** cover **you** for the reasonable rent that **you** lose if **your house** becomes **uninhabitable** due to **loss** to **your house** that occurs during the **period of insurance** which is covered by this policy or covered entirely by the **NHC**.

The most **we'll** pay **you** under this additional policy benefit for all **events** occurring during the **period of insurance** is $30,000. If **you** have another policy with **us** which also covers the lost rent, the most **we'll** pay **you** is $30,000 in total under all of the policies for all **events** occurring during the **period of insurance.**

This limit applies to each **rental property** shown in the **schedule**. Any amount that **we** pay **you** under this additional policy benefit is additional to the **reinstatement value** or **sum insured**.

Natural disaster

Despite the 'Earth and other movements' clause in 'what we won't cover' **we'll** cover **you** for **loss** to **your house** caused by, arising from or connected with a **natural disaster** that occurs during the **period of insurance,** provided that the **loss** is covered under the **NHI Act** and the cost of repairing or rebuilding the portion of **your house** which has sustained **loss** because of the **natural disaster** is more than **your** cover under **NHI Act**.

Where the **loss** would have been covered under the **NHI Act** but:

> **you** failed to notify the **NHC** of a claim within the time required under the **NHI Act**, or

> the **NHC** declines **your** claim, or only partially settles **your** claim,

we'll only pay the difference between the maximum that would have been payable had the **NHC** accepted **your** claim in full, and the cost to repair or rebuild the part/s of **your house** that suffered the **loss** up to the **sum insured**.

There is no cover for the **excess** payable by **you** under the **NHI Act**.

We'll also cover **you** for **loss** to **your house** caused by a **natural disaster** that the **NHC** does not cover because the **loss** has occurred in a part of **your house** which does not fall within the cover provided under the **NHI Act**.

For all **natural disaster** claims in this additional policy benefit, the **excess** will be $5,000 per **event** (or **your** standard **excess** if higher).

There is no cover provided by this additional policy benefit for loss or damage that the **NHC** considers to be imminent damage as set out in Section 24 of the **NHI Act.**

The most **we'll** pay under this additional policy benefit is the difference between the maximum payable by the **NHC** and **your sum insured**.

New building work

We'll cover **accidental loss** to new building work during the **period of insurance**.

New building work includes all of the following:

> any work being undertaken to alter existing fittings or features at **your house we** insure unless excluded below;

> any new structure being built within the **residential boundaries** of **your house we** insure unless excluded below;

> any building materials that are intended for use as part of the alterations to **your house** and which are owned by **you** and located within the **residential boundaries** of **your house we** insure unless excluded below.

New building work does not include:

> alterations where the expected value of the completed work, or the cost that an independent professional would charge, including building materials, is more than $20,000 including GST;

> any structure that **you** do not own (or are not responsible for whilst it is being built) or that will not be covered by this **house** policy once complete.

> any new dwelling being built;

> alterations that involve excavation more than 1 metre deep;

> alterations that involve any work on, or removal of load bearing walls;

> re-piling or any work involving piles or foundations;

> removal of roofing or external cladding;

> structural alterations or alterations that involve an extension, such as an additional room being added to the existing **house**;

> structures or alterations that **you** are building for commercial purposes;

> alterations that have not been granted a building consent or similar, where one is required;

> alterations that are subject to a separate contract works insurance policy.

The most **we'll** pay **you** under this additional policy benefit for any one **event** is $20,000. This limit is included within the **reinstatement value** or **sum insured**.

Post disaster inflation

We may, at **our** sole and absolute discretion, increase the **sum insured** available under this policy if:

> a **natural disaster, flood,** storm or **wide area damage fire** has occurred near **your house** during the **period of insurance** causing widespread damage to the property of the community and, as a direct result, building costs have significantly increased;

> **you** intend to repair or rebuild **your house**; and,

> the **sum insured** is inadequate to wholly cover the actual cost required to repair or rebuild **your house** solely due to the increase in building costs described above.

The most **we'll** increase the **sum insured** by is 10%.

Retaining walls

We'll cover **you** for **accidental loss** to **retaining walls** that occurs during the **period of insurance**.

We won't cover **you** for **loss** to incomplete **retaining walls** or any **retaining wall** for which a building or resource consent was legally required and either:

> building or resource consent was not obtained; or

> the local authority has not issued a code compliance certificate in respect of the **retaining wall**.

We won't cover **you** for **loss** to any **retaining wall** that is covered under the **NHI Act**.

The most **we'll** pay **you** under this additional policy benefit for any one **event** is $100,000 unless an increased amount is stated on the **schedule**. This limit is included within the **reinstatement value** or **sum insured**.

Sale and purchase

If **you** have entered into a contract to sell **your house**, **we'll** cover the purchaser on the same basis that **we** insure **you** under this policy for **loss** to **your house** that occurs during the period between the date the contract was entered and:

> the date of settlement; or

> the date on which the purchaser takes possession of **your house**; or

> the expiry of the **period of insurance**;

whichever occurs first.

The cover provided by this additional policy benefit will only be available to the purchaser if the purchaser:

> meets all conditions of this policy, and

> has not otherwise insured **your house** at the time of the **loss**.

The cover provided to the purchaser under this additional policy benefit shall never be greater than the cover which would have been available to **you** if **you** had not entered into the contract to sell **your house**.

Stress payment

If **your house** is a **total loss** due to an **event** occurring during the **period of insurance** and **we** accept a claim under this policy, **we'll** pay **you** an additional sum of $1,000 for the stress caused by this **loss**.

If **you** have another policy with **us** which also provides a benefit related to stress, the most **we'll** pay **you** is $1,000 in total under all of the policies for any one **event**.

Any amount that **we** pay **you** under this additional policy benefit is additional to the **reinstatement value** or **sum insured**.

Temporary accommodation

If **your house** becomes **uninhabitable** due to **loss** to **your house** that occurs during the **period of insurance** which is covered by this policy or covered entirely by the **NHC**, **we'll** pay the reasonable cost of temporary accommodation of a similar quality to **your house** for **you**, members of **your family** who were permanently living with **you** immediately before the **loss,** and **your domestic animals**.

We'll also pay the reasonable cost of temporary accommodation where **your house** is otherwise safe and sanitary, but **you're** prevented from accessing it by an order or direction of government or local authorities made during the **period of insurance** due to possible or impending **loss** to **your house** which would be covered by this policy or covered entirely by the **NHC**.

We'll stop paying temporary accommodation as soon as any of the following occur:

> **your house** has been repaired or rebuilt;

> **your house** is no longer **uninhabitable**;

> **you** move into another **house** that **you** own;

> **we** settle **your** claim under this policy by paying **you** a sum of money;

> **we** have provided temporary accommodation for 12 months; or

> **we** have paid $20,000 for temporary accommodation.

If **you**, or a member of **your family**, have any other policy with **us** which also provides cover for temporary accommodation, **you** and **your family** are only entitled to payment of this benefit under one policy per **event**.

If **you** have made a claim for the cost of temporary accommodation under this policy (or under any other policy that **you** have with **us**) and another **loss** occurs to **your house** while **you're** living in temporary accommodation, then the most **we'll** pay is $20,000 for all claims or **events** combined.

We won't pay this benefit where **your house** is insured as or used as a holiday home.

Any amount that **we** pay **you** under this additional policy benefit is additional to the **reinstatement value** or **sum insured**.

Tree removal

If **your house** suffers **accidental loss** because a tree or part of a tree falls onto **your house** during the **period of insurance** and **we** have agreed to pay a claim covered by this policy:

> **we'll** cover **you** for the cost of removing the tree from **your house** to enable repairs to be carried out; and

> **we'll** cover **you** for the cost to remove from **your** property the rest of the tree, including any parts of that tree that have not fallen.

> **we** won't cover **you** for the cost to remove stumps from the ground.

The most **we'll** pay **you** under this additional policy benefit for any one **event** is $2,000. This limit is in addition to the **reinstatement value** or **sum insured**.

Water or sewerage pipe blockage

We'll cover **you** for the cost of clearing an **accidental** blockage in an underground water or sewage pipe that occurs during the **period of insurance**, provided:

> the blocked pipe is within the **residential boundaries**, and

> the blockage was not caused by the roots of any tree or plant.

The cover provided by this additional policy benefit only extends to:

> the costs of clearing the **accidental** blockage; and

> the cost of repairing or rebuilding any driveway, patio, path, paving, tennis court, or other permanent structure within the **residential boundaries** which is damaged or disturbed by the work to clear the blockage.

We won't cover **you** for any maintenance costs.

The most **we'll** pay **you** under this additional policy benefit for all **events** occurring during the **period of insurance** is $1,500. This limit is in addition to the **reinstatement value** or **sum insured**.

Optional policy benefits

The following optional policy benefits may be added to **your** policy for an additional premium. If **you** have selected an optional policy benefit and paid the extra premium it will be shown on **your schedule**.

The optional policy benefits are subject to the policy's terms, conditions and exclusions.

Excess-free glass cover

If the **schedule** shows that **you** have chosen 'Excess-free glass cover', **we** won't require **you** to pay an **excess** for claims solely for **accidental** breakage of:

> window glass, door glass or glass screens; or

> sinks, baths, wash basins, toilet bowls, shower cabinets, bidets; or

> permanently fixed glass lampshades, permanently fixed mirrors or glass built-in furniture,

which occur during the **period of insurance** and which are part of **your house**.

For clarity this optional extension remains subject to the 'Glass and windows' clause under 'What we won't cover'.

Extra landscaping cover

If the **schedule** shows that **you** have chosen 'Extra landscaping cover', the most **we'll** pay **you** under the 'Landscaping' additional policy benefit is $50,000 for any one **event**. This 'Extra landscaping cover' if chosen by **you** replaces the additional policy benefit 'Landscaping'. This limit is in addition to the **reinstatement value** or **sum insured**.

Cover for your liability

Legal Liability

We'll cover **you** for **your** legal liability to other people arising out of an occurrence which causes:

> **accidental loss** to other people's property;

> **bodily injury** to other people;

provided that:

> the occurrence happens during the **period of insurance**; and

> it occurs within New Zealand; and

> it is caused by or through or in connection with **your** ownership of **your house** or its grounds or the **site**.

Defence costs

We'll also cover **you** for **defence costs** incurred by **you** with **our** approval, for liability arising under the above items.

Reparation

We'll cover **you** for **your** legal liability to pay **reparation** to a person who has suffered **accidental loss** of property or **bodily injury** resulting from **you** committing an offence during the **period of insurance** in connection with the ownership of **your house, provided that:**

> **you** or any other person entitled to cover under this additional policy benefit must tell **us** immediately if **you** or they are charged with the offence, and

> **we** must give **our** written approval before any offer of **reparation** is made.

We won't cover **you** for any amounts that are covered under the Accident Compensation Act 2001 (or any amendments or substituted legislation, 'the Act'), or would be covered except 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.

This additional policy benefit does not provide cover for any **defence costs**, court costs or levies.

What we'll pay

The most **we'll** pay **you** under this additional policy benefit for any one **event** is:

> $2,000,000 for **loss** to other people's property; and

> $1,000,000 for **bodily injury**.

The above limits are inclusive of **defense costs** and **reparation** costs incurred.

If **you** have cover for **your** legal liability under any other insurance policy with **us, you** can only claim for **your** legal liability under one of the policies.

If **you** make a claim under this additional policy benefit:

> **we** shall be entitled, but not obliged, to take over and control the defence of the claim and may settle any claim;

> **we** may appoint a lawyer of **our** choice to represent **you** in the defence of the claim;

> **we** may pay, if **we** choose, the full amount under this section of the policy, or any lesser amount for which the liability can be settled plus **defence costs** incurred.

If **we** do so this will meet all **our** obligations under this additional policy benefit.

Any amount that **we** pay **you** under this additional policy benefit is additional to the **reinstatement value** or **sum insured**.

What we won’t cover

These exclusions apply to all sections of this policy, including the cover provided in the additional policy benefits and the optional policy benefits, unless this policy expressly states otherwise.

Civil Defence announcement

Unless otherwise agreed **we** will not cover **you** for **loss** or damage caused by **natural disaster,** storm, **flood**, or **wide area damage fire** when there has been an official announcement of a **natural disaster,** storm, **flood**, or **wide area damage fire** warning by Civil Defence, the National Emergency Management Agency, or any other Government department and where **your** request to bind cover, or amend existing cover, is made after the announcement and/or before the warning has been lifted.

Confiscation

We won’t cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with **your house** being confiscated or seized by anyone with a financial interest in **your house**.

Except for physical damage covered under the additional policy benefit ‘Authorities damage’ **we** won’t cover **you** for any **loss**, cost, liability, damage, or lost rent caused by, arising from or connected with the confiscation, nationalisation, destruction, acquisition, designation of **your house**, any part of **your house** or any other property by the government, a government agency or local authority.

Consequential loss

Except for the cover expressly provided under the following additional policy benefits:

> Temporary accommodation;

> Electronic programmes;

> Keys and locks;

> Legal liability;

> Loss of rent;

> Stress payment;

> Tree removal,

we won’t cover **you** for **consequential loss** of any kind.

Earth and other movements

We won’t cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from or connected with:

> subsidence;

> erosion;

> vibration;

> weakening or removal of support;

> lifting or other movement of **your house**; or

> settlement or any earth movement, except for **loss** covered under the additional policy benefit ‘Natural disaster’.

Electronic data

We won't cover **you** for **loss** of or damage to computer software or **electronic data**, other than cover provided under the additional policy benefit 'Electronic programmes'.

We won't cover **you** for **loss**, cost, liability, damage or lost rent caused by, arising from or connected with:

> interference with**;**

> malfunction of;

> loss of use of;

> reduced functionality of,

software or **electronic data**.

However, this exclusion doesn't apply to any resultant **loss** to other parts of the **house** which aren't electronic equipment.

Excess

We won't cover **you** for **your excess** on this or any other policy.

Existing damage

We won't cover **you** under this policy for:

> any **loss** or damage to **your house** which was present at the beginning of the **period of insurance**; or

> any **loss** or damage to **your house** for which **we** have previously paid a claim, but the **loss** or damage has not yet been repaired or replaced.

Faults and defects

We won't cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from, connected with, or consisting of any fault, defect, error or omission in:

> any design, plan, or specification; or

> workmanship, method of construction or materials.

However, this exclusion does not apply to any resultant **loss** to other parts of **your house**.

Floor coverings

We won't cover **you** for the cost of replacing undamaged floor coverings to create a match unless:

> the undamaged floor coverings are in the same room as the damaged ones, and

> the undamaged floor coverings are of the same specifications as the damaged ones.

For the purpose of this exclusion 'room' means:

An area on a single level surrounded by walls and accessed by a doorway, a hallway or stairs. It does not include the connecting rooms, hallways or stairs.

Glass and windows

We won't cover you for the cost of:

- repairs that are necessary to remediate any wear and tear or deterioration to **your house,** which are required before the broken glass can be replaced; or
- replacement of undamaged glass to create a match.

Gradual damage

Except for gradual physical damage covered under the additional policy benefit 'Hidden gradual damage' **we** won't cover **you** for:

- wear and tear;
- corrosion or rust;
- rot, mildew or mould;
- depreciation;
- gradual deterioration of any form; or
- any **loss**, cost, liability, damage or lost rent caused by, arising from or connected with any of the above.

Heritage or historic houses

We won't cover **you** for any additional costs or fees required to comply with any heritage covenants or orders that apply to **your house** or **site**.

Hydrostatic pressure

We won't cover **you** for **loss** to swimming pools, spa pools or other in-ground structure, which is caused by, arises from or involves hydrostatic pressure.

However, this exclusion does not apply to any resultant **loss** to other parts of the **house**.

Intentional damage

We won't cover **you** for any **loss**, cost, liability, damage or lost rent directly or indirectly caused by, arising from, or connected with intentional, deliberate, malicious or criminal acts or omissions by:

- **you**;
- **your** family;
- anyone living with **you**;
- a **tenant**;
- anyone sub-leasing or living with **your tenant**; or
- any guest in **your house**.

Land damage

We won't cover **you** for the costs associated with the repair, preparation, stabilisation or other treatment of the land necessary to enable, or comply with regulations to permit, the repair or rebuilding of **your house**.

We won't cover **you** for any **loss**, cost, liability, damage or lost rent directly or indirectly caused by, arising from or connected with the condition of the land on which **your house** is situated where:

- **you**, or a previous owner of **your house**, received payment from the **NHC**for damage to the land on which **your house** is situated and the land was not appropriately repaired, or
- **you** were aware or ought to have been aware that the land required repair or posed a threat to **your house** at the commencement of this policy.

Legal liability

We won't cover **you** for legal liability:

> for exemplary or punitive damages;

> for legal costs incurred by any other party that **you** may be ordered to pay;

> assumed by agreement unless **you** would have been liable anyway;

> for **loss** to **your** own property; or

> for **loss** to property in **your** care, custody or control.

We'll also not cover **you** for legal liability including **reparation** caused by, arising from or connected with:

> any business, trade, profession or sponsorship;

> the ownership or use of any **motor vehicle** (other than domestic ride on lawn-mowers, mobility scooter or golf carts), trailer, caravan, watercraft, aircraft or other aerial device;

> the ownership or possession of any animals other than **domestic pets**;

> illegal or unlawful activities or events;

> asbestos;

> pollution or contamination; or

> intentional, deliberate or malicious acts or omissions by **you** or **your family**.

Loss caused by electricity

We won't cover **you** for **loss** to fuses, protective devices, lighting or heating elements that is caused by electricity.

However, this exclusion won't apply to any resultant **loss** to other parts of the **house.**

Loss caused by wide area damage events within the first 48 hours

We won't cover **you** for **loss** caused by a storm, **flood, wide area damage fire** or landslip which occurs within the first 48 hours of **your** policy commencing.

This exclusion won't apply if the policy starts immediately after another policy that insured the same property against the perils of storm, **flood**, wide area damage fire or landslip or if this policy was taken out at the time **you** took possession of the property.

Mechanical or electrical breakdown

We won't cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from or connected with the failure of any mechanical, electronic or electrical equipment.

However, this exclusion won't apply:

> to any resultant **loss** to other parts of **your house**; or

> if the **loss** results from an **accidental** external cause.

Non-compliance

We won't cover **you** for **loss**, cost, liability, damage or lost rent directly or indirectly caused by, arising from or connected with the non-compliance of **your house** with New Zealand laws and regulations which apply to it.

Nuclear

We won't cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from or connected with**:**

> ionising radiation, or

> contamination by radioactivity, or

> any nuclear waste, or

> the combustion or fission of nuclear fuel or nuclear weapons material.

Pest damage

We won't cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from or connected with insects, pests, rodents or vermin (except possums).

However, this exclusion won't apply to any resultant **loss** to other parts of **your house**.

Pollution and contamination

We won't cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from, or connected with pollution or contamination including the use, consumption, storage or manufacture of any **controlled drug**.

However, this exclusion does not limit the cover provided under the additional policy benefit 'Use or manufacture of drugs by a tenant'.

Recklessness

We won't cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from, or connected with recklessness or grossly irresponsible behaviour by **you**.

For example, this exclusion applies but is not limited to any **loss**, cost, liability or lost rent in connection with:

> a tree falling over where it was known that the tree was unsound or unstable;

> water in any form (including hail and snow) entering **your house** because any roofing material, exterior cladding, window or door has been removed.

Structural additions or alterations

Other than the cover provided under the 'New building work' additional policy benefit **we** won't cover **you** for any:

> **loss** to structural additions or structural alterations.

> **loss**, cost, liability, damage or lost rent caused by, arising from or connected with any structural additions, structural alterations, any building work, minor repairs or maintenance.

Terrorism

We won't cover **you** for any **loss**, cost, liability, damage or lost rent caused by, arising from, or connected with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Unlawful substances

We won't cover **you** for **loss,** cost, liability or damage arising from or in connection with the consumption, manufacture, storage, or distribution of any **controlled drug** at or in the vicinity of **yourhouse.**

Unoccupied houses

We won't cover **you** for **loss** to **your house** if the **schedule** shows that your **house** is a holiday home and the **house** is **unoccupied**.

This exclusion will not apply if:

> **your house** and its lawns and gardens are kept in a tidy condition; and

> all external doors and windows are kept locked; and

> all papers and mail are collected; and,

> **your house** is inspected inside and outside every 60 days by **you** or a person nominated by **you**.

If a **loss** occurs at a time when **your house** is **unoccupied, you** must pay the **unoccupied excess** shown on the **schedule** for each individual **event**.

War

We won't cover **you** for any **loss**, cost, liability, damage, or lost rent directly or indirectly caused by, arising from or in connection with war, invasion, hostilities or war like operations (whether war is declared or not), rebellion, or revolution.

What happens if you need to claim

When **you** need to make a claim, **we**'ll be here to help **you**. However, there are some things that **you** must do.

What you must do

Immediately after an **event** occurs, **you** must:

> take all reasonable steps to protect **yourself** and **your** property;

> take all reasonable steps to prevent further **loss;**

> immediately tell us about the **event**;

> notify the police as soon as possible if **you** think the **loss** was caused by a criminal act;

> keep any damaged property and allow **us** to inspect any areas of **your house** where the **loss** occurred;

> provide all reasonable assistance and co-operate with **us** and **our** assessors, investigators, lawyers or anyone else **we** appoint;

> obtain **our** consent before incurring any costs to repair or rebuild **your house**;

> give **us** any information **we** ask for or help which **we** reasonably request; and

> assist **us** without charge if **we** decide to take any recovery action against somebody else in respect of **your loss**.

If **you** become aware of a claim against or a circumstance that could give rise to a claim against **you** which is or could be covered under the additional policy benefit 'Legal liability' **you** must:

> immediately tell **us**;

> as soon as possible, send **us** everything **you** receive from anyone about the claim or possible claim against **you;**

> not admit liability without **our** consent;

> not incur any expense without **our** consent;

> not negotiate with the claimant or make payment to the claimant or make any agreement in relation to any claim.

If **you** make a claim on this policy, **you** must be honest and truthful.

If **your** claim is dishonest or fraudulent in any way, **we** may:

> decline **your** whole claim or part of it, and/or

> recover from **you** anything that **we** have already paid **you** in respect of **your** claim or the **event**, and/or

> declare that this policy and any other policy **you** have with **us,** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

How we'll settle your claim

We'll settle **your** claim for **loss** that is covered under this policy by following the process set out below.

Economic and able to repair

If it is physically, legally and economically possible to repair the **loss** to **your house,** then at **our** option **we** will:

> repair the **loss** to **your house**; or

> pay **you** the actual reasonable cost **you** incur to repair the **loss** to **your house**, as those costs are incurred by **you**; or

> pay **you** the estimated reasonable cost calculated by **our** experts to repair the **loss** to **your house**; or

> pay **you** the cost to buy another comparable **house** in New Zealand (excluding the value of the land) up to the estimated reasonable cost calculated by **our** experts to repair the **loss** to **your house**.

If **you** don't want the **loss** to be repaired or, if **you** do not commence repair work within 12 months from the date of **loss** (unless the reason for the delay is outside of **your** control)**,** then at **our** option **we** will pay **you** the lesser of:

> the estimated reasonable cost calculated by **our** experts to repair the **loss** to **your house**; or

> the **present day value** of **your house**, or

> the **sum insured**.

> Regardless of the option chosen above the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** is set out in 'the maximum we'll pay clause' (see page 6 of this policy wording).

Uneconomic or unable to repair

> If it is not physically, legally or economically possible to repair the **loss** to **your house**, then at **our** option **we** will:

> rebuild your **house**; or

> pay **you** the actual reasonable cost that **you** incur to rebuild **your house** on the same **site**, as those costs are incurred by **you**; or

> pay **you** the actual reasonable cost that **you** incur to rebuild **your house** on a different **site** in New Zealand that **you** provide, as those costs are incurred by **you**; or

> with **your** agreement, pay for **you** to buy another comparable house in New Zealand (excluding the value of the land); or

> pay **you** the estimated reasonable cost calculated by our experts that **you** would incur to repair that part of **your house** that has suffered the **loss** covered by this policy.

If we choose an option where you rebuild or purchase a comparable house and if **you** do not commence the rebuild work or purchase a comparable **house** within 12 months from the date of **loss** (unless the reason for the delay is outside of **your** control)**,** then at **our** option **we** will pay **you** the lesser of:

> the **present day value** of **your house**, or

> the **sum insured**.

Regardless of the option chosen above the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** is set out in 'the maximum we'll pay clause' (see page 6 of this policy wording).

How we'll repair or rebuild

If **we** rebuild or repair **your house**, or pay for **you** to do so, **we'll** use or make payment on the basis of:

- a building standard or specification which repairs or rebuilds the damaged part of **your house** to a condition similar to but no more extensive or better than, that part's condition when new; and
- the use of building materials and construction methods commonly used at the time of the repair or rebuild; and
- only replicate heritage features if the techniques necessary are still in common use and the building materials are readily available in New Zealand; and
- **we** may, at **our** option, retain any salvaged property.

Extra costs which we'll pay

If **we** choose to pay **you** the actual reasonable costs incurred repair or rebuild **your house**, **we'll** also pay **you** the following costs as they are incurred with **our** prior written consent:

- the extra cost of complying with laws and regulations necessary for repairing or rebuilding the **loss** to **your house** provided that:
  - the compliance cost solely relates to the parts of **your house** that suffered the **loss** covered by the policy;
  - the damaged parts of **your house** complied with all laws and regulations at the time they were built or altered;
- reasonable architects', engineers' and surveyors' fees necessary for repairing or rebuilding the **loss** to **your house**;
- the reasonable incurred cost of demolition and removal of debris including the contents.

These extra costs are included within the maximum amount that **we'll** pay **you** or incur **ourselves** for any **event** as set out in 'the maximum we'll pay clause' (see page 6 of this policy wording).

We won't pay **you** these extra costs:

- if **we** choose to carry out the repair or rebuild work (as **we'll** incur these costs **ourselves**); or
- if **we** pay for **you** to buy a comparable house; or
- if **we** pay the **present day value** of the **loss**; or
- in any other situation.

What we won't pay

We won't pay:

- any extra cost of repairing or rebuilding any part of **your house** caused by that part not having a legally required building consent when it was built, or that part being built contrary to the building consent issued;
- if **you** rebuild **your house** on a different **site**, any extra costs associated with that **site** which otherwise would not have been incurred at the original **site**;
- the cost of repairing or rebuilding any part of **your house** that has not suffered **loss** which is covered by this policy;
- any compliance costs arising from any central or local government statute, regulation or by-law where the sole purpose of that legislation is to reduce **your house**'s or land's exposure to a natural hazard;
- the cost of repair or rebuild beyond what is reasonable and practical;
- the cost to repair or rebuild **your house** to exactly its previous shape, location, dimensions, appearance or condition, or beyond what is reasonably comparable with the original **house** when first built or renovated; or
- costs incurred without **our** consent. **We** may want to work with **you** to agree on suitable contractors and obtain quotes; or
- any more than the amount set out in 'the maximum we'll pay clause' (see page 6 of this policy wording).

What impact does a loss have on your policy

Unless **we** otherwise agree when **your** claim is accepted by **us** as covered under this policy, your **sum insured** and **reinstatement value** will be reduced by the amount of the **loss.**

In addition, the **sum insured** and **reinstatement value** is deemed to be reduced by the amount of all unrepaired **loss** which occurred in previous **periods of insurance**.

Your sum insured and **reinstatement value** will not reinstate unless and until the **loss** is repaired. The amount of cover will be reinstated as and to the extent that the **loss** is repaired.

The **sum insured** and **reinstatement value** will not reinstate following a **total loss** even if your **house** is rebuilt because your policy is at an end. The position set out on page 26 of this policy wording under the heading **total loss** applies.

Our terms and conditions

Assignment

You must not assign or attempt to assign:

> this policy or **your** interest in this policy to anybody else; or

> any claim or claim proceeds under this policy

without **our** prior written consent.

If **you** don't obtain **our** prior written consent, **we** won't be bound by the purported assignment.

Breach of any condition

If **you** or any other person or entity **we** cover under this policy, or anyone acting on **your** behalf, breaches any of the provisions, terms, conditions and other requirements of this policy, **we** may not pay **your** claim either in whole or in part.

This does not affect any of **our** other rights, including the right to avoid the policy for non-disclosure or, where **you**r claim is dishonest or fraudulent, to declare that this policy and any other policy **you** have with **us** are of no effect from the date of the dishonest or fraudulent act.

Cancellation

You may cancel **your** policy with **us** at any time unless **you** have made a claim for a **total loss**. If **you** cancel **your** policy, then **we'll** refund any unused premium that **you** have paid.

We may cancel **your** policy with **us**:

> if **you** have not paid the premium or a premium instalment within 28 days of the due date. Cancellation will take effect from the first day of the period to which the unpaid premium relates; or

> for any other reason, by advising **you** by letter or email to **your** last known address or by advising **your** broker or agent in writing. Cancellation will take effect on the 30th day after the date of **our** email or letter to **you** or **our** advice written to **your** broker or agent. **We'll** refund any unused premium **you** have paid.

Change of terms

We may modify the terms of this policy by advising **you** by letter or email to **your** last known address or by advising **your** broker or agent in writing. Modification will take effect on the 30th day after the date of **our** email or letter to **you** or **our** written advice to **your** broker or agent.

Claim by people who aren't the named insured(s)

If a person who is not a named insured in the **schedule** has a claim which is covered by this policy, they must authorise **you** to be their agent in respect of the claim. **We'll** deal with **you** in respect of their claim and any payment **we** make to **you** will be effective as if it was payment to them. **We** won't be obligated to consider or settle a claim brought directly by a person who is not a named insured in the **schedule**.

Double insurance

You must immediately tell **us** if **you** insure anything already insured under this policy again with someone else.

We won't cover **you** under this policy for any **loss**, costs, liability or damage that is also covered under any other policy with a different insurer to the extent of **your** cover under that other policy.

Events

Any series of sudden and unforeseen **events** arising from one source or original cause shall be treated in this policy as if it was a single **event**.

Goods and Services Tax (GST)

The **sum insured** referred to in **your** policy and the **schedule** is inclusive of any Goods and Services Tax (GST). All other amounts (including all benefit limits and **excesses**) are also inclusive of Goods and Services Tax (GST).

Governing law

This insurance contract is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction in respect of this policy.

Interested parties

If **you** tell **us** that **you** would like a party who has a financial interest in **your house**, such as a bank or finance company, to be noted as an interested party then **we** may partially or fully settle a claim by making payment to the interested party. This payment will either go towards meeting or completely fulfilling **our** obligations under this policy.

The interested party is not covered by this policy and does not have any right to make a claim under this policy.

You authorise **us** to disclose any of **your** personal information to the interested party.

Joint insureds

If the **schedule** shows multiple insureds, or the insured is a trust, or the policy otherwise covers multiple people, then all insureds and people covered are jointly insured. The joint insureds are deemed to act with the express authority of each other. This means, for example, that if one person breaches the policy or cancels the policy or settles a claim, it will affect all other joint insureds.

Reasonable care

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

Total loss

When **we** settle a claim for a **total loss your** policy ends on the date of the **event** and **you're** not entitled to any refund of premium.

Your excess

The **excess** is the amount **you** must pay for each individual **event** when **you** make a claim. The amount of the **excess** is shown on the **schedule**.

If a **loss** occurs at a time when **your house** is **unoccupied,** and **we** cover **you** under this policy for the **loss, you** must pay the "**unoccupied excess"** shown on the **schedule** for each **event**.

If **your house** suffers a **loss** and **we** have accepted **your** claim and **we** accept another claim arising from the same **event** for **loss** to **your** contents and/or **your** car then **you** will only be required to pay one **excess**. The **excess** that **you** pay will be the highest of those **excesses** (including the **unoccupied excess** if applicable).

If **you** occupy **your house** when the **loss** occurs, and **your** claim is solely for **accidental** breakage of:

> window glass, door glass or glass screens; or

> sinks, baths, wash basins, toilet bowls, shower cabinets, bidets; or

> permanently fixed mirrors, permanently fixed glass lampshades or glass built-in furniture,

which are part of **your house**; then the standard **excess** that will apply is $250 for each **event**, unless the **schedule** shows that **you** have chosen 'Excess-free glass cover'.

Definitions

Accidental

Means unexpected and unintended by **you**.

Act of terrorism

Means an act by any person, group of people, organisation or government, including but not limited to the use or threatened use of force or violence, which is committed with the probable intention to:

> influence any government; or

> put fear into the public or any section of the public

and which by its nature or context is probably done for, or in connection with any:

> political;

> religious;

> ideological;

> ethnic;

purpose or reason or similar purpose or reason.

Bodily injury

Means bodily injury, death, illness, disability, disease, fright, shock, mental anguish or mental injury to another person.

Consequential loss

Means any intangible **loss**, **loss** of use or enjoyment, **loss** of value and any additional cost, liability or damage that is a consequence of the **loss**, costs or liability which is directly covered under this policy.

Controlled drug

Has the same meaning as in the Misuse of Drugs Act 1975 (or any amendments or substituted legislation).

Defence costs

Means the reasonable costs, charges, fees and expenses (including but not limited to lawyers' fees, investigators' fees and experts' fees) incurred with **our** prior written consent which relate directly to the claim.

Domestic pets

Means an animal of a domesticated species (for example cats, dogs, horses or ponies) which **you** own, and which lives permanently with **you** at **your house**.

Electronic data

Means facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

Event

Means an occurrence that causes a **loss**.

Excess

An **excess** is the amount **you** must pay for each **event** when **you** make a claim.

Fire

Means any fire other than:

> **natural disaster** fire, as defined in the **NHI Act**, or

> **wide area damage fire**

Flood

The covering of normally dry land by water that has escaped or been released from the normal confines of:

> any lake, river, creek or other natural watercourse, whether or not altered or modified; or

> any reservoir, canal, or dam.

Guest

Means a person who enters **your house** with **your** consent, or with the consent of a person who lives at **your house**.

House

Means **your house** and includes all the following items which are owned by **you**, used for residential purposes and located within the **residential boundaries** of the insured address shown in the **schedule**:

> residential buildings including attached garages/carports;

> detached garages/carports if the corresponding square metre area is noted on **your schedule;**

> other detached outbuildings such as sleep-outs, sheds, greenhouses, pergolas or **lifestyle farm buildings** if the corresponding square metre area is noted on **your schedule;**

> decks, balconies, patios, verandahs;

> pathways, paving, driveways or sports courts, any private road, lane, right-of-way or access way providing access to a driveway owned by or shared by **you** and for which **you're** responsible;

> fences, gates, and free-standing garden walls;

> fixed water tanks, septic tanks and their systems;

> fixed or built-in swimming pools, spa pools and saunas and their systems;

> solar panels and solar heating systems;

> internal or external appliances or fixtures that are permanently plumbed or wired into the building;

> carpets and fixed floor coverings including glued, smooth edge or tacked carpet and floating floors;

> drains, pipes, gas lines, cables and poles for which **you're** legally responsible;

> aerials and satellite dishes that are attached to **your house**.

However, **house** does not include the following:

> land, earth or fill;

- temporary structures;
- any part of the **house** being constructed, de-constructed, undergoing structural additions or structural alterations, other than cover provided under the 'New building work' additional policy benefit, and which is not suitable for permanent residential use or occupation during this time;
- any part of the **house** that is used for business or commercial purposes except where it is used solely as a home office for clerical purposes by **you**, or **we** agree to that use and it is shown in the **schedule;**
- any part of the house that is built for or used for farming purposes but not including **lifestyle farm buildings**; structure(s) or property not at the **site** shown on the **schedule** unless otherwise noted on **your schedule**;
- **retaining walls**; except for the automatic cover provided under the 'Retaining walls' additional policy benefit;
- lawns, trees, plants, hedges, vines and shrubs except for the automatic cover provided under the additional policy benefit - Landscaping;
- boat ramps, wharves, jetties, landings, pontoons, piers, water based structures, breakwaters and sea walls, flood walls unless otherwise noted on **your schedule**;
- **power generation equipment** unless otherwise noted on **your schedule**;
- cable cars and associated equipment unless otherwise noted on **your schedule**;
- culverts, dams, bridges unless otherwise noted on **your schedule**;
- wells and bore holes unless otherwise noted on **your schedule**;
- fittings including curtains and blinds;
- household goods and personal effects;
- any neighbouring property owner's share in any residential property, access way, bridge, fence(s), or **retaining wall(s)** jointly owned by **you** and other property owners

unless **we** have otherwise agreed in writing.

Insurance Claims Register (ICR)

Is an electronic register that holds a central record of claims lodged with participating insurance companies like **us**. These companies can access the claims history of a customer for the specific purpose of checking for fraud.

Lifestyle farm buildings

Means buildings which are used for lifestyle farm purposes and for the storage of:

- tools,
- animal feed,
- machinery and/or vehicles.

Loss

Means physical **loss** or physical damage.

Market value

Means the market value of **your house**, excluding land, immediately prior to the **loss**, as determined by an independent registered valuer appointed by **us**.

Motor vehicle

Means any type of machine on wheels, or tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.

Natural disaster

Means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or **natural disaster** fire, as defined in the **NHI Act**. It does not include any gradual or slow-moving slips or any imminent damage as set out in Section 24 of the **NHI Act**.

NHC

Means Natural Hazards Commission Toka Tū Ake.

NHI Act

Means the Natural Hazards Insurance Act 2023 (or any amendments or substituted legislation).

Period of insurance

Means the **period of insurance** shown on the **schedule**.

Present day value

Means either, at **our** option, of:

> the **market value**; or

> the depreciated **replacement cost** as assessed by an independent registered valuer appointed by **us**; or

> the estimated cost of repairing the **loss**, less wear and tear and depreciation, but including the cost of complying with government or local authority by-laws or regulations.

Power generation equipment

Means any wind or fuel powered electricity generation equipment, including any associated structure, wiring, power storage device(s), switching, generators and distribution equipment.

Rental property

Means a **house** that **you** rent to someone else under a residential tenancy agreement.

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 (and any amendments or substituted legislation).

Replacement cost

Means the costs that would be reasonably required to repair, rebuild or replace the damaged part of **your house** to the standard set out in this policy.

Reinstatement value

Means the actual cost to repair or rebuild to the standard set out in this policy the:

> actual square metre area of **your house** before the **loss**, or

> the square metre area shown on the **schedule** for **your house.**

whichever is the lesser.

Residential boundaries

Means the part of **your** land on which **your** residential building is located, and which is used primarily for residential purposes. It does not include:

> any part of **your** land which is used for commercial purposes; or

> any part of **your** land which is used for farming purposes; or

> any part of **your** land that is more than 100 metres away from the residential dwelling shown on the **schedule.**

Retaining wall(s)

Means a wall which has a specific purpose to retain land whether in full or in part except for a wall which forms part of the structure of any building.

Schedule

Means the latest current policy **schedule** and any endorsements made to that **schedule**.

Site

Means the land at the address on the policy **schedule** on which your **house** is located and includes the yard or garden situated within the legal boundaries of that land. It does not include the roadside area outside your **house** or any area that is common property in a multi-residency property.

Sum insured

Means the sum specified as such in the **schedule**.

Tenant

Means any person or persons renting **your house** from **you** under a residential tenancy agreement.

Total loss

Means that the **loss** to **your house** is uneconomic to repair, or if the **loss** was not caused by a **fire** or explosion, that the cost to repair the **loss** to **your house** exceeds the **sum insured**.

Uninhabitable

Means that **your house:**

> is no longer a safe or sanitary place for anyone to occupy; or

> it no longer has a functional bathroom or kitchen; or

> has been determined by government, local authorities, or **us** to be **uninhabitable** due to physical damage to **your house** or possible future physical damage to **your house**.

Unoccupied

Means **you** or a person authorised by **you** is not using **your house** as a residence for a time longer than 60 days.

Unoccupied excess

Means the additional 'unoccupied excess' shown in the **schedule**.

Unused premium

Means the amount of the premium which relates to the period after the policy has been cancelled as a percentage of the whole.

We, us, our

Means Ando Insurance Group Limited on behalf of the insurer(s) noted in the **schedule.**

Wide area damage fire

Means a fire starting outside the **residential boundaries** of the insured address shown on the **schedule** that substantially damages more than 20 properties not including **your house**.

You, your

Means the person(s) or entity named in the **schedule** as the Insured.

Your family

Means any **family** member who lives with **you** permanently, and includes:

> **your** husband, wife, partner and/or any person with whom **you're** living in the nature of marriage;

> **your** children or other dependents;

> a student attending a school, university or polytechnic and living away from the **home** while attending the school, university or polytechnic.

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