

# HOUSEOWNERS HOUSE POLICY WORDING



## WELCOME

Welcome to NZI and Peace of Mind®.

This is your HOUSEOWNERS HOUSE policy wording. For your peace of mind it is important you read and understand your policy. It is written in plain English so you know what it does cover and what it does not. If there is anything you do not understand in your policy, please ask us to explain it to your satisfaction.

If you are not satisfied with this policy, please refer to Part A5.

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## PART A: GENERAL INFORMATION THIS APPLIES TO ALL PARTS OF THIS POLICY

**A1: READING THIS POLICY** If a word is shown in **bold**, it has a defined meaning. There is a list of these words and what they mean in Part J: DEFINITIONS.

### Information panels

Shaded panels like this give extra information. They are part of the policy wording.

**A2: OUR AGREEMENT** In return for you paying the premium, **we** will provide the insurance cover described in this policy. The policy is made up of:

1. the application;
2. this policy wording;
3. the **schedule**;
4. any other notice **you** give **us**.

**A3: DUTY OF DISCLOSURE - WHAT WE MUST BE TOLD**

When you apply for insurance or renew it

When **you** apply for insurance **you** have a legal duty of disclosure. All statements made must be true and correct, and **you** must tell **us** everything **you** know (or could reasonably be expected to know) which would influence the decision of a prudent underwriter:

1. whether to give **you** insurance; and
2. if insurance is given, what terms will apply and how much it will cost.

**You** also have this duty each time **your** policy renews, and when **you** make any change to it. If **you** fail to comply with the duty of disclosure, the law says that this policy never existed, and **we** return any premium **you** have paid.

If **you** are not sure whether **you** need to disclose a particular fact, please ask **us**.

While insurance is in force

While this policy continues **you** must tell us as soon as **you** know about any of these:

1. if the use or occupation of the **house** or land at the **situation** changes to include any **business** use;
2. if **you**, or any person who has property covered by this policy, commits, is charged with, or is convicted of, any criminal offence (but not any traffic offence).

If **we** are told about a change, **we** may alter the premium or the terms of this policy (or both) immediately. If **we** are not told, **we** may either decline any claim made for a **loss** after the change, or avoid this policy from the date of the change.

### Limited cover if circumstances change

In some circumstances this policy automatically stops providing cover or changes to provide limited cover only. These include:

1. if the **house** is lifted or shifted (see Part C1);
2. if structural alterations or repairs are done to the **house** (see Part C1);
3. if the **house** is not occupied for more than 60 days (see Part B2).

**A4: 48-HOUR RESTRICTION** **You** are not covered for **loss** that occurs during the first 48-hours of this policy, caused by storm, flood or landslide. This only applies when **you** first take the policy out with **us**.

However, this exclusion does not apply where:

1. this policy started immediately following another policy that also insured the same property against the risks of storm, flood and landslide, or
2. this policy was taken out at the time **you** purchased the **house**.

**A5: 14 DAY REVIEW PERIOD** Please read the policy carefully. If **you** are not satisfied with it and **you** tell **us** in writing within 14 days of the date cover starts, **you** can cancel the policy if no claim is made. If **you** choose to do this, **we** will return any premium **you** have paid.

## PART B: THE HOUSE AND ITS USE THIS APPLIES TO ALL PARTS OF THIS POLICY

**B1: THE HOUSE WE COVER**

What is covered

**We** cover the **house**, which includes:

1. any of these associated permanent structures at the **situation**:
  - a) garage, carport, glasshouse or outbuilding;
  - b) garden wall, retaining wall, gate, fence or deck;
  - c) driveway or bridge which is of permanent construction and provides access to the **house** or its garage or carport or parking area;
  - d) patio or path or paving or tennis court which is of permanent construction;
  - e) water tank or swimming pool or spa pool which is permanently installed;
  - f) any other associated structure which is permanently fixed or installed and which is not excluded by this policy;

2. any of these which is fixed or permanently attached to the **house** or any associated structure covered by this policy:
  - a) underground or overhead service (including any which **you** do not own but which **you** are responsible for under an agreement with the supplier of the service or utility which uses it);
  - b) floor covering which is permanently fixed or glued in place;
  - c) fixed or built-in cooking, heating, washing, cleaning, security or air-conditioning appliance.

**What is covered: 2b. Floor Coverings**

Floor Coverings which are loose laid or fitted using any non-permanent method such as smooth edge or tacks are not covered by this policy, apart from the limited cover provided under Part B2 if the **house** is lent or leased out.

**What is not covered**

**We** do not cover any of these:

1. Any part of the **house** which is used mostly for **business**;
2. Any part of the **house** which is not fully built and suitable for normal residential use or occupation;
3. Any temporary structure;
4. Any tree, bush, hedge or live plant;
5. Any shade house or tunnel house;
6. Any wharf, pier, landing, jetty or sea wall;
7. Any dam, reservoir or culvert;
8. Any land, earth or fill.

**What is not covered 1: Use for business**

Leasing or renting all or part of the **house** for residential purposes is not a business use.

**B2: USE OF THE HOUSE**

Cover is suspended if the house is not occupied

Cover under this policy is automatically suspended as soon as the **house** has been without an occupant for more than 60 consecutive days, unless **you** first give notice to **us**, and **we** give written confirmation that cover will continue. Cover resumes as soon as the **house** is occupied again.

**We** may change the terms of this policy if **you** give **us** notice that the **house** will be without an occupant for more than 60 consecutive days.

Cover for any purchaser

**We** provide the cover required by the Insurance Law Reform Act 1985 to anyone who has made a contract to purchase the **house** but only if the purchaser meets all of the same conditions and obligations that **you** have to meet under this policy.

Cover changes if you do not occupy the house

Cover changes as shown below if the **house** is owned by **you** but not occupied by **you** because it is lent or leased to anyone else.

1. Any fixtures and fittings included under Part B1 are covered for their **present value** only.
2. **We** will extend Part B1 of this policy to cover any of these owned by **you** which are left in the **house**:
  - a) floor coverings which are not permanently fixed or glued in place;
  - b) curtains; blinds; drapes.

These are covered for their **present value** only, and the most **we** pay in total for any **one event** is \$3000 (including GST), unless a higher amount is shown in the **schedule**.

## PART C: INSURANCE COVER - THE HOUSE

**C1: COVER FOR THE HOUSE**

What is covered

**We** cover sudden **accidental loss** to the **house** during the **period of insurance** but only when it is caused by any of these:

1. fire;
2. explosion or lightning;
3. storm or flood;
4. riot or labour disturbance;
5. burglary or theft, but not by any of these:
  - a) any tenant;
  - b) any person who is living at the **house**;
  - c) any person who is lawfully at the **house**;
6. aircraft or any other aerial or spatial devices, or articles which drop from them;
7. water which leaks, overflows or is discharged from any domestic water system installed in or on the **house** or on any domestic land which goes with it;
8. oil which leaks or overflows from any fixed oil-fired heating installation in or on the **house** or on any domestic land which goes with it;
9. intentional damage, but not by any of these:
  - a) any tenant;
  - b) any person who is living at the **house**;
  - c) any person who is lawfully at the **house**;
 unless the intentional damage is by fire or explosion;

10. impact by any vehicle, animal, or aerial or its fitting or mast;
11. opossums which enter the **house**;
12. freezing of any permanently installed domestic water system or heating system installed at the **house**, other than external pipes.

**What is not covered**

1. **Loss** which is caused by any of these:
  - a) water entering the **house** because any of these have been removed: roofing materials; exterior cladding; door or window;
  - b) raising or shifting of the **house**, or alteration or repair involving the removal of any structural support.
2. **Loss** which is caused by any of these:
  - a) insects or vermin, other than opossums;
  - b) cleaning, repairing or restoring;
  - c) wear and tear;
  - d) action of light;

However, this applies only to the part of the **house** first affected by that **loss**. **We** cover any subsequent **loss** which results to another part of the **house**, provided the subsequent **loss** is not excluded by this policy. **We** do not pay the cost to locate or remedy the cause of the original **loss**.

3. **Loss** which occurs gradually.
4. **Loss** which is caused by any of these:
  - a) earthquake or volcanic eruption or hydrothermal activity or geothermal activity or tsunami, unless cover is provided under Part D4: NATURAL DISASTER;
  - b) movement or settlement or shrinkage or expansion of land, unless cover is provided under Part D4: NATURAL DISASTER;
  - c) subsidence or erosion of land;
  - d) underground water pressure.
5. The cost to repair or replace any part which fails or breaks down, unless cover is provided under Part D1: ELECTRICAL OR ELECTRONIC BREAKDOWN.
6. The cost to remedy any faulty material, workmanship or design.
7. Any cost or expense **you** incur or any rent not received because the **house** cannot be occupied, unless cover is provided under Part C4 OTHER COSTS COVERED.

**C2: HOW MUCH WE PAY**

Maximum amount we pay

The most that **we** pay for any **loss** (or any series of **losses** caused by **one event**) is the sum insured shown in the **schedule**.

Where a specific limit is shown in this policy, that is the most **we** pay.

**We** deduct the excess from any amount payable.

If the house is insured for "Present Value" only

If the **schedule** shows that the **house** is insured for "**Present Value**" **we** deduct an allowance from any payment for the age and condition of the **house** and for any depreciation or deferred maintenance.

If the house can be repaired

If the **house** can be repaired, **we** pay the reasonable cost of the repair. **We** choose to either repair it, or to pay **you** the cost to repair it.

If **you** do not repair the **house**, the most **we** pay is the **present value**, plus the reasonable cost of any demolition and removal of debris and contents which is necessary.

If **we** settle a claim by paying for repair, **we** automatically reinstate this insurance without making any extra charge to **you**.

If the house cannot be repaired

If the **house** cannot be repaired, **we** pay the reasonable cost to replace it with a new one at the **situation**. **We** choose to either replace it, or to pay **you** the cost to replace it.

If **you** do not replace the **house**, the most **we** pay is the **present value**, plus the reasonable cost of any demolition and removal of debris and contents which is necessary.

If **we** settle a claim by replacing the **house**, this policy ends, and **we** keep any premium already paid.

How repair or replacement is made

**We** pay for repair or replacement using materials and methods which are in common use at the time of the **loss**.

Repair or replacement will be to the same condition and extent as when the **house** was new. If this is not practicable, repair or replacement will be as close as is reasonably possible to that condition and extent.

**You** must take all reasonable action to allow repair or replacement work to be carried out promptly.

Room limit on floor coverings

**We** do not pay for any floor covering which is not in the room where the **loss** occurs.

Inflation protection	Each year <b>we</b> will adjust the sum insured on the <b>house</b> in line with any changes in <b>house</b> building costs during the previous 12 months. <b>Your</b> premium will then be based on the adjusted sum insured.
<b>C3: OTHER OPTIONS IF THE HOUSE HAS TO BE REPLACED</b>	If the <b>house</b> is insured for " <b>Replacement Value</b> " these are available if the <b>house</b> cannot be repaired. If <b>you</b> choose one of these options it must be before any replacement costs are incurred.
Purchase another dwelling	<b>We</b> pay for the purchase of another residential dwelling, but <b>we</b> do not pay more than the cost to replace the <b>house</b> by building a new one at the <b>situation</b> . Any Loss of Rent covered under Part C4 will be paid for up to 6 months, or until <b>you</b> take possession of the dwelling purchased if that occurs first.
Replace at a different location	<b>You</b> may choose to replace the <b>house</b> at a different location, but <b>we</b> do not pay more than the cost to replace the <b>house</b> by building a new one at the <b>situation</b> .
<b>C4: OTHER COSTS COVERED</b>	<b>We</b> also pay any of these other costs which result from any <b>accidental loss</b> to the <b>house</b> which is covered by Part C1 of this policy. Payment is in addition to any payment made to repair or replace the <b>house</b> .
Costs and Fees necessary for repair or replacement	<b>We</b> pay for any of these if it is reasonably and necessarily incurred to repair or replace the <b>house</b> : <ol style="list-style-type: none"> <li>1. demolition and removal of debris and contents;</li> <li>2. architect's, engineer's and surveyor's fees;</li> <li>3. cost of compliance with Government or local authority by-laws or regulations provided that: <ol style="list-style-type: none"> <li>a) <b>we</b> pay the cost of compliance for only that part of the <b>house</b> which has suffered <b>loss</b> covered by this policy; and</li> <li>b) the <b>house</b> complied with all requirements which existed at the time it was originally built and at the time of any alteration; and</li> <li>c) <b>we</b> do not pay if notice of non-compliance has already been given to <b>you</b> before the <b>loss</b>.</li> </ol> </li> </ol>
Loss of Rent	If the <b>house</b> is leased to anyone at the time of <b>loss</b> , <b>we</b> pay an amount equal to the rent which <b>you</b> would normally have received while the <b>house</b> is not fit to be lived in because it is being repaired, or until it is replaced. <b>We</b> pay this for up to 6 months. The most that <b>we</b> pay in total for all costs connected with any <b>one event</b> is 15% of the sum insured shown in the <b>schedule</b> .

## PART D: INSURANCE COVER - EXTRA COVER FOR THE HOUSE

This part of the policy covers the **house** for some specific types of **loss** which Part C does not cover. The cover is otherwise subject to the terms of Part C.

<b>D1: ELECTRICAL OR ELECTRONIC BREAKDOWN</b>	<b>We</b> pay for sudden <b>accidental loss</b> caused by electrical or electronic breakdown or failure in any of these which form part of the <b>house</b> , but only if actual burning out occurs: electric motor; switchboard; points; switch; permanent wiring.
What is covered	The most that <b>we</b> pay for any equipment which is more than 10 years old is its <b>present value</b> .
What is not covered	<b>We</b> do not pay for any of these: <ol style="list-style-type: none"> <li>1. <b>loss</b> to any fuse or similar protective device;</li> <li>2. <b>loss</b> to any lighting or heating element;</li> <li>3. wear and tear;</li> <li>4. <b>loss</b> caused by any power cut made by any electricity supply authority.</li> </ol>
<b>D2: ACCIDENTAL BREAKAGE</b>	<b>We</b> pay for sudden <b>accidental loss</b> by breakage (but not scratching, chipping or denting) of any of these which form part of the <b>house</b> : fixed glass (but not if it is part of a glasshouse); light fitting; wash basin; sink; bath; tank; toilet pan or cistern; bidet.
<b>D3: ACCIDENTAL DAMAGE</b>	<b>We</b> pay for sudden <b>accidental loss</b> to any of these underground services which extend to the public mains: water supply pipe; gas pipe; electrical power line; telephone line. <b>We</b> do not pay for <b>loss</b> to any sewage or drain pipe.
<b>D4: NATURAL DISASTER</b>	<b>We</b> pay for sudden <b>accidental loss</b> to the <b>house</b> which is caused by any of these: <ol style="list-style-type: none"> <li>1. earthquake, volcanic eruption, hydrothermal activity, geothermal activity or tsunami;</li> <li>2. Natural Landslip as defined under <b>EQCover</b>; but only if the <b>loss</b> is covered under <b>EQCover</b>, or would have been covered if <b>EQCover</b> had insured the type of property lost or damaged.</li> </ol>

#### Retaining Walls

**EQCover** pays for these up to their **present value**. This policy does not provide any cover over and above **EQCover** for any retaining wall.

How much we pay if there is EQCover

If any **loss** to the **house** is covered by **EQCover**, **we** pay only the amount of the **loss** which exceeds what is paid under **EQCover**.

**We** do not pay for any excess which applies to **EQCover**.

The combined total of the amount which **we** pay and any payment under **EQCover** will not be more than the maximum amount which **we** would have to pay for a **loss** which is not covered by **EQCover**.

How much we pay if there is no EQCover

If **loss** is to any of these which are not covered by **EQCover**, **we** pay the cost of repair or replacement:

1. wall other than a retaining wall;
2. gate or fence;
3. driveway or bridge which is of permanent construction and provides access to the **house** or its garage or carport or parking area;
4. patio or path which is of permanent construction;
5. swimming pool or spa pool which is permanently installed;

provided that the most that **we** pay in total for any **one event** is \$10,000 (including GST) for all types of property in these categories, unless shown in the **schedule** with a higher limit.

Maximum amount we pay

The most that **we** pay under Part D4 is the Sum Insured shown in the **schedule**.

## PART E: INSURANCE COVER - LIABILITY

### E1: COVER FOR LIABILITY

This part of the policy covers **your liability** for **accidental** events.

What is covered

1. **Your liability** as owner of the **house** for **loss** to property, or for **bodily injury** to any person, during the **period of insurance**, as a result of an **accidental** event which happens at the **house** (or on any residential land which belongs to it at the **situation**).
2. Any of these if they arise from legal action threatened or taken against **you** in connection with this **liability**:
  - a) the reasonable cost of professional legal advice or representation to defend the action;
  - b) costs or expenses awarded against **you** following legal proceedings.

#### What is covered: 2. LEGAL ACTION

If **you** are told that **you** are being held responsible for the results of any accident **we** must be told immediately. Contact **us** before **you** obtain or agree to pay for any legal advice.

What is not covered

1. **Liability** for **loss** to any property which **you** own or which is in **your** possession or control.
2. **Liability** for **loss** to any property which is owned by any person who is living at the **house** or who has any interest in the **house** or any land at the **situation**.
3. **Liability** for **bodily injury** to **you**, or to any person who is living at the **house** or who has any interest in the **house** or any land at the **situation**, or who has a family or business relationship with **you**.
4. **Liability** in connection with any of these:
  - a) any **business**;
  - b) the ownership or operation of any lift.
5. **Liability** in connection with the ownership or use of any of these whether it is registered for use on public roads or not:
  - a) motor vehicle (unless it is a garden implement for home use);
  - b) motorcycle, moped, mini bike, go-kart or go-ped; (unless it is an electric mobility scooter for personal use only);
  - c) caravan; trailer.
6. **Liability** in connection with the ownership or use of any of these unless it is a model or toy which is not able to carry more than its own weight:
  - a) aircraft or any other aerial or spatial device;
  - b) boat or watercraft powered by motor or sail.
7. **Liability** which exists only because of an agreement with someone else.
8. Any fine, or any punitive, exemplary or aggravated damages which a court awards against **you**.
9. The cost of defending legal proceedings brought in any court outside New Zealand, and the cost of any judgment against **you**, or any other associated costs or damages.

10. **Liability** in connection with 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 insurance** and is caused by a sudden **accidental** event which happens during the **period of insurance**.

**E2: EXTRA BENEFITS**

Any Extra Benefit is an extension to the cover under Part E1, and is otherwise subject to the same terms.

**Forest and Rural Fires Act**

**We** cover any amount which **you** are legally required to pay under Section 43 or Section 46 of the Forest and Rural Fires Act 1977 in connection with an **accidental** event which happens during the **period of insurance**.

**We** cover this whether or not there is any **loss** to property.

Forest and Rural Fires Act 1977: Section 45

**We** do not cover any payment which has to be made under this section of the Act.

**E3: HOW MUCH WE PAY**

The maximum amounts **we** pay are:

1. \$1,000,000 for **liability** for **loss** to property;
2. \$100,000 for **liability** for **bodily injury** to any person;
3. \$100,000 for payment required to be made under the Forest and Rural Fires Act 1977.

The maximum amount **we** pay applies to any claim or series of claims arising from **one event**.

**We** deduct the excess from any amount payable.

If **you** and any other person claim for **liability** which results from **one event**, **we** cover **you** first.

At any time after a claim for any **liability** is made, **we** may pay the maximum amount (or any lesser amount which the claim can be settled for) plus the cost of legal advice or representation already incurred. This payment will meet all **our** obligations under this policy in connection with the **liability**.

**PART F: THINGS NOT COVERED BY ANY PART OF THIS POLICY** *THIS APPLIES TO ALL PARTS OF THIS POLICY*

There is no cover under any part of this policy for **loss** or **liability** in connection with any of these:

1. war, invasion, act of foreign enemy, warlike operations (whether one has been declared or not);
2. civil war, rebellion, revolution, insurrection, military or usurped power;
3. confiscation, nationalisation, or requisition by the order of Government, local body, or authority, unless it is to prevent a **loss** for which a claim would have been covered by a part of this insurance;
4. nuclear weapons material; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear wastes which result from the combustion (including self sustaining process of nuclear fission) of nuclear fuel.
5. death, injury, illness, loss, damage, cost, expense or liability, of any nature whatsoever, directly or indirectly caused by, or in connection with an Act of Terrorism. "Act of Terrorism" means: an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
6. loss of or damage to Electronic Data, and any liability arising from this, directly or indirectly caused by, or in connection with a Computer Virus. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with the Electronic Data. "Electronic Data" means 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. "Computer Virus" means 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 propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to "Trojan Horses", "Worms" and "Time or Logic Bombs".

## PART G: CLAIMS

<b>G1: WHAT YOU MUST PAY</b>	<p>If <b>you</b> claim on this policy, <b>you</b> must pay part of the cost. This is called the excess, and <b>we</b> deduct it from any amount payable.</p> <p><b>You</b> pay one excess for each claim or series of claims which arise from <b>one event</b>.</p>
If you also have cover on another policy with us	<p><b>You</b> only have to pay one excess if <b>one event</b> causes <b>loss</b> to the <b>house</b> and also to any of <b>your</b> household contents or personal effects at the <b>situation</b> which are covered by another policy with <b>us</b>. The excess <b>you</b> must pay is the higher of the excesses under the policies involved.</p>
<b>G2: MAKING A CLAIM</b>	<p><b>You</b> must do all of these things as soon as <b>you</b> know about any event likely to result in a claim on this policy:</p>
What you must do	<ol style="list-style-type: none"><li>1. take reasonable steps to minimise any <b>loss</b> or <b>liability</b>, and prevent any further <b>loss</b> or <b>liability</b>;</li><li>2. take reasonable steps to obtain details of any other person, property or vehicle involved, and of any witnesses;</li><li>3. report any burglary, theft, arson or intentional damage to the Police;</li><li>4. tell <b>us</b> about it;</li><li>5. let <b>us</b> know immediately if <b>you</b> receive any request, demand or communication, and pass any document to <b>us</b>.</li></ol>
What you must not do	<ol style="list-style-type: none"><li>1. Dispose of any property which is part of a claim.</li><li>2. Start repairs or replacement until <b>we</b> give permission, unless it is necessary to minimise the <b>loss</b> or <b>liability</b>, or to prevent further <b>loss</b> or <b>liability</b>.</li><li>3. Admit fault or responsibility.</li><li>4. Start any legal proceedings unless <b>we</b> give permission.</li><li>5. Do anything which may prejudice <b>our</b> ability to defend any claim made against <b>you</b> or make recovery of the <b>loss</b> from any person responsible.</li><li>6. Abandon <b>your</b> contents or any other property to <b>us</b>.</li></ol>
What you must do if we ask you to	<ol style="list-style-type: none"><li>1. Complete <b>our</b> claim form and return it within 30 days.</li><li>2. Let <b>us</b> inspect the <b>loss</b> to the <b>house</b> or other property involved.</li><li>3. Give <b>us</b> any information or help <b>we</b> reasonably require to support the claim.</li><li>4. Provide a statutory declaration to verify the <b>loss</b> or <b>liability</b>, or submit to cross-examination under oath by any person <b>we</b> nominate.</li><li>5. Authorise any other party to disclose personal information about <b>you</b> to <b>us</b> in connection with <b>your</b> claim.</li></ol>
What we may choose to do once we have accepted a claim	<ol style="list-style-type: none"><li>1. Act in <b>your</b> name and on <b>your</b> behalf to negotiate, defend or settle any claim. <b>We</b> will pay for this.</li><li>2. Take over any legal right of recovery <b>you</b> have, and exercise it for <b>our</b> own benefit. <b>We</b> will pay for this. <b>You</b> must give <b>us</b> any information or help <b>we</b> reasonably require to do this.</li><li>3. Keep any property <b>we</b> have paid a claim for, or dispose of it and keep any proceeds.</li></ol>
Things you must do after we pay a claim	<ol style="list-style-type: none"><li>1. Tell <b>us</b> if any lost or stolen property which was part of the claim is found or recovered, and hand it over to <b>us</b> if <b>we</b> request it.</li><li>2. Tell <b>us</b> if any person is ordered to make reparation to <b>you</b> for any <b>loss</b> or cost which was part of the claim, and reimburse <b>us</b> for that payment as soon as <b>you</b> receive any reparation.</li></ol>

## PART H: OTHER IMPORTANT DUTIES THIS APPLIES TO ALL PARTS OF THIS POLICY

<b>H1: TAKING REASONABLE CARE</b>	<p><b>You</b> must take reasonable care at all times to avoid any <b>loss</b> or <b>liability</b> covered by this policy. <b>We</b> must be allowed to inspect the <b>house</b> if <b>we</b> ask to.</p>
<b>H2: TELLING THE TRUTH</b>	<p>All statements made in connection with this policy, including any claim, must be true and correct. This includes any statement made by any person in support of a claim.</p>

## PART I: OTHER IMPORTANT INFORMATION THIS APPLIES TO ALL PARTS OF THIS POLICY

<b>I1: COMPLYING WITH THIS POLICY</b>	<p><b>We</b> will not pay any claim unless <b>you</b>, or any person who acts on <b>your</b> behalf, comply with this policy. This also applies to any other person who can claim under the policy.</p>
<b>I2: DISPUTES</b>	<p>The law of New Zealand applies to this policy, and only the New Zealand Courts may determine any dispute about it.</p>
<b>I3: CURRENCY AND GST</b>	<p>Any amount shown in this policy is in New Zealand Dollars.</p> <p>Any sum insured <u>excludes</u> GST if <b>we</b> can recover GST under the Goods and Services Tax Act 1985. Any excess, maximum amount of cover, sub limit, or other amount <u>includes</u> GST.</p>
<b>I4: PERIOD OF INSURANCE</b>	<p>If <b>you</b> agree to pay a premium each month or each quarter then:</p> <ol style="list-style-type: none"><li>1. <b>you</b> must use a Deduction Authority which <b>we</b> approve; and</li><li>2. this policy is for the period shown on the original <b>schedule</b>, starting on the "FROM" date and ending on the "TO" date. After this it will be continuously renewed for a further month or quarter (whichever is shown in the <b>schedule</b>) when <b>you</b> pay each monthly or quarterly premium due as provided by the Deduction Authority.</li></ol>
<b>I5: OTHER INSURANCE</b>	<p><b>You</b> must tell <b>us</b> as soon as <b>you</b> know about any other insurance which covers the <b>house</b>, or <b>your liability</b> as owner.</p> <p>If there is another policy which applies, <b>we</b> will only pay over and above the amount payable by the other policy.</p>
<b>I6: PARTIES WITH A FINANCIAL SECURITY</b>	<p>If <b>we</b> are advised in writing of any financial security over any property covered by this policy <b>we</b> may pay part or all of any claim to the holder of that security, but limited to the amount of its loss. This payment will meet all obligations <b>we</b> have under this policy for the <b>loss</b>.</p> <p><b>We</b> are authorised by <b>you</b> to disclose personal information about <b>you</b> to any holder of a financial security. The holder of any security which <b>we</b> note is not covered by this policy unless <b>we</b> confirm this in writing, or this is shown in the <b>schedule</b> .</p>
<b>I7: NOTICES ABOUT THIS INSURANCE</b>	<p>All notices given about this policy must be in writing.</p> <p>Any notice <b>you</b> give to <b>us</b> must be delivered in person or posted to one of <b>our</b> Branch or District Offices or <b>our</b> Head Office .</p> <p>Any notice <b>we</b> give to <b>you</b> will be delivered in person or posted to the last known postal address that <b>we</b> have for <b>you</b>, or to <b>your</b> agent or representative if <b>you</b> have one.</p>
<b>I8: CANCELLATION</b>	<p><b>You</b> can cancel this agreement by giving notice to <b>us</b>. <b>We</b> will return any unused premium that <b>you</b> have paid.</p> <p><b>We</b> can cancel this policy by giving notice to <b>you</b>. <b>We</b> will give at least 14 days notice before <b>we</b> do this. The 14 day period starts on the day <b>we</b> deliver or post the notice. <b>We</b> will return any unused premium <b>you</b> have paid on a pro rata basis.</p>
<b>I9: FRAUD</b>	<p>This policy is void if <b>you</b> take any action or make any statement in connection with this policy which is fraudulent in any way.</p>
<b>I10: ACTS OF PARLIAMENT</b>	<p>Any Act of Parliament mentioned in this policy includes any Regulations and Amendments to that Act, and any other Act or Regulation passed as an addition, an amendment or in its place.</p>
<b>I11: JOINT INSURANCE</b>	<p>If the "Insured" in the <b>schedule</b> is more than one individual they are jointly insured. A breach of this policy by any of these persons will be treated as a breach by all of them.</p> <p><b>We</b> may pay any claim in full to the person who is named first in the <b>schedule</b>, and this will meet all <b>our</b> obligations under this policy for that claim.</p>
<b>I12: INSURANCE LAW REFORM ACTS</b>	<p>The conditions, obligations and exclusions in this policy are subject to the Insurance Law Reform Acts.</p>

## PART J: DEFINITIONS

When any of these words or phrases are used in **bold** in this policy, this is what they mean:

<b>accidental</b>	means unexpected and unintended by <b>you</b> ;
<b>bodily injury</b>	means <b>accidental</b> death of, or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury;
<b>business</b>	means generating income or revenue by carrying on any business or trade or profession or by providing any goods or services;
<b>EQCover</b>	means the insurance provided for the <b>house</b> by the Earthquake Commission Act 1993;
<b>house</b>	means the residential dwelling that <b>you</b> own at the <b>situation</b> ;
<b>liability</b>	means a legal liability to pay compensation to another person;
<b>loss</b>	means physical loss or physical damage;
<b>one event</b>	means a single event or a series of events which have the same cause;
<b>period of insurance</b>	means the period shown in the <b>schedule</b> ;
<b>present value</b>	means the reasonable cost to repair or replace, less an allowance for age and condition, and for any depreciation or deferred maintenance;
<b>replacement value</b>	means the reasonable cost to repair or rebuild the <b>house</b> to the same condition and extent it was when new, using materials and methods which are in common use at the time of <b>loss</b> ;
<b>schedule</b>	means the Schedule to this policy which shows details about <b>you</b> and <b>your</b> insurance. When <b>your</b> insurance changes or renews, <b>we</b> give <b>you</b> a new Schedule to replace the previous one;
<b>situation</b>	the location shown in the <b>schedule</b> ;
<b>we</b>	means NZI, a business division of IAG New Zealand Limited; ( <b>us</b> and <b>our</b> also refer to NZI, a business division of IAG New Zealand Limited);
<b>you</b>	means the "Insured" shown in the <b>schedule</b> ; ( <b>your</b> also refers to <b>you</b> ).





**HOUSEOWNERS POLICY**

Underwritten by NZI, a business division of IAG New Zealand Limited

**IMPORTANT:** PLEASE EXAMINE THIS POLICY AND IF IT DOES NOT MEET YOUR REQUIREMENTS,  
KINDLY RETURN IT AT ONCE TO YOUR BROKER OR AGENT OR TO OUR OFFICE OF ISSUE.

[www.nzi.co.nz](http://www.nzi.co.nz)