



Supersurance

HOME INSURANCE

POLICY WORDING

Supersurance / HOME INSURANCE POLICY

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INTRODUCTION

WELCOME

This is your SUPERSURANCE Home 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.

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

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 I: DEFINITIONS.

The headings in this policy wording are for reference only and do not form part of it. They must not be used when interpreting the policy wording.

We have sometimes used examples and comments to make parts of this policy wording easier to understand. These examples and comments, which are printed in *italics*, do not affect or limit the meaning of the section they refer to.

OUR AGREEMENT

In return for **you** paying the premium, **we** will provide the insurance cover described in this policy.

ABOUT THIS POLICY

The policy is made up of:

1. the **application**;
2. this policy wording;
3. the **schedule**.

DUTY OF DISCLOSURE – WHAT WE MUST BE TOLD

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, **we** may treat this policy as being of no effect and to have never existed. If **you** are not sure whether **you** need to disclose a particular fact, please ask **us**.

14 DAY REVIEW PERIOD

Please read the policy carefully. If **you** are not satisfied with it, **you** can change **your** mind provided **you** tell **us** within 14 days of the date cover started. **We** will cancel the policy as if it never existed and refund in full any premium **you** have paid. This does not apply if a claim has been made.

PART B: THE HOME *THIS APPLIES TO ALL PARTS OF THIS POLICY*

THE HOME WE COVER

WHAT IS COVERED

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

- ▶ outbuildings within the residential boundaries of the situation shown on the **schedule** on which the residential dwelling(s) is situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter,
- ▶ fixtures and fittings permanently attached to the residential dwelling(s) or its outbuildings. This includes: kitchen stove, hob or range hood, any other home appliance that is permanently wired, permanently plumbed or permanently built-in,
- ▶ kitchen oven permanently attached or not,
- ▶ fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or its outbuildings included above,
- ▶ driveway of permanent construction that provides direct access to the residential dwelling(s) or any outbuilding included above,

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- ▶ patio, paths and paving of permanent construction, deck, steps, gate or fence, as long as they are on or within the residential boundaries within which the residential dwelling(s) is situated,
- ▶ walls including garden and retaining walls,
- ▶ **recreational features,**
- ▶ public utility services supplying the residential dwelling(s) and/or any of its outbuildings included above, such as: power and telephone lines, data cables, supply and waste water pipes,
- ▶ permanently sited water storage tank, septic tank or heating oil tank and its associated equipment (excluding its contents),
- ▶ solar power and solar water heating systems.

WHAT IS NOT COVERED

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

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

It does not include any of the following:

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

PART C: INSURANCE COVER – THE HOME

WHAT IS COVERED

We cover any sudden and **accidental loss** to the **home** that occurs during the **period of insurance**.

WHAT IS NOT COVERED

CAUSES OF LOSS NOT COVERED

We do not cover **loss** to the **home** connected in any way with:

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

However, exclusions 3, 4, 5, 6 and 7 apply only to the property directly affected. They do not apply to any resultant sudden and **accidental loss** to other parts of the **home**.

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

TYPES OF LOSS NOT COVERED

We do not cover:

1. repairing or replacing floor coverings that are not in the room(s) where the **loss** happened, or
2. **loss** to fuses, protective devices, lighting or heating elements caused by electricity, or any electrical contacts where arcing occurs in normal use, or
3. any **loss**, cost or expense arising from any fault, defect, error or omission in:
 - (a) design, plan, or specification, and/or
 - (b) workmanship, construction or materials.

However, this exclusion 3 applies only to the property directly affected. It does not apply to any resultant sudden and **accidental loss** to other parts of the property, or

4. the breakdown, failure or wearing out of any mechanical or electrical equipment or any part thereof, unless cover is provided under the 'Electrical or Electronic Breakdown' Automatic Additional Benefit.
5. scratching, denting or chipping, unless it is a result of any of these events covered by this policy: burglary, theft, intentional act, **natural disaster**, impact of any **motor vehicle** or animal.

GRADUAL DAMAGE NOT COVERED

We do not cover:

1. wear and tear, depreciation, corrosion, rust, or
2. rot or mildew, or
3. gradual deterioration,

except for **loss** covered by the 'Gradual Damage' Automatic Additional Benefit.

INTENTIONAL ACTS NOT COVERED

We do not cover any **loss** that is intentionally caused by:

1. a **tenant**, or
2. any guest of a **tenant**, or
3. a person who lives at the **home**,

except where the **loss is** the result of fire or explosion, provided the fire or explosion was not intentionally caused by **you** or **your** husband or wife, or a person with whom **you** are living in the nature of a marriage.

IMPORTANT: Please also read PART F: THINGS NOT COVERED BY ANY PART OF THIS POLICY on page 11.

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HOW MUCH WE PAY

THE MOST WE WILL PAY

HOME SUM INSURED

1. The most **we** will pay for **loss** to the **home** exclusive of **special features** for any **event** that occurs during the **period of insurance** is the **home sum insured**. This includes:
 - (a) Compliance Costs,
 - (b) Professional and Other Fees,
 - (c) Demolition and Removal Costs,
 - (d) 'Part D: Automatic Additional Benefits' unless stated otherwise.
2. However, within the **home sum insured**, the most **we** will pay in total for any **event** that occurs during the **period of insurance** for **loss** to:
 - (a) all retaining walls is \$25,000, and
 - (b) all **recreational features** is \$45,000,unless an increased limit is shown on the **schedule**, in which case that increased limit is the most **we** will pay for the respective property.

SPECIAL FEATURE SUM INSURED

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

TOTAL SUM INSURED

4. The most **we** will pay for **loss** under 'Part C: Insurance Cover – The Home' that occurs during the **period of insurance** is the **total sum insured**. This includes:
 - (a) the **home sum insured**,
 - (b) any **special features' sums insured**,
 - (c) 'Part D: Automatic Additional Benefits' unless stated otherwise.

IF YOUR HOME IS ECONOMIC TO REPAIR

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

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

IF YOUR HOME IS UNECONOMIC TO REPAIR

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

- (d) Accept a cash payment with our consent: At **our** sole discretion, **we** will pay **you** the estimated reasonable cost to rebuild the part of **your home** that suffered the **loss** less any Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees are not included in the estimated rebuilding cost as these are only incurred when rebuilding occurs.
- 2. If, in **our** opinion, it is uneconomic to repair the **loss** to **your home**, and **you** sell **your home** before the rebuilding begins the most **we** will pay is the lesser of:
 - (a) the **total sum insured**, and
 - (b) the difference between the market value of **your home** immediately before and immediately after the **loss**, plus Demolition and Removal Costs **we** determine are necessary, less any costs covered by this policy which have been met by **us** up to the date on which the sale settles.

SETTLEMENT OF YOUR LOSS

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

STANDARD OF REPAIR OR REBUILD

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

COMPLIANCE COSTS

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

PROFESSIONAL AND OTHER FEES

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

DEMOLITION AND REMOVAL COSTS

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

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COSTS NOT COVERED

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

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

PART D: AUTOMATIC ADDITIONAL BENEFITS

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

ALTERNATIVE ACCOMMODATION

WHAT IS COVERED

We cover the reasonable additional cost of temporary alternative accommodation (of a similar standard to the **home**) for **you** and **your** domestic cat or domestic dog, if the **home** cannot be lived in due to a **loss** to the **home** during the **period of insurance** where the **loss**:

1. is covered by this policy, or
2. would have been covered by this policy, but is covered by the **EQC Act** instead.

WHAT IS NOT COVERED

We do not pay any cost unless **you** incur it. **We** do not pay for any of these:

1. any cost which **you** can recover from any other source, or
2. any cost of alternative premises for the operation of any business.

WHAT WE PAY

The most **we** will pay is \$15,000 per residential dwelling shown on the **schedule** as covered by this policy for any **event**. **We** will pay these costs for a maximum of 6 months for any **event**.

We may deduct an amount equivalent to any rebate or saving made on rental, power, gas or any other regular household outgoing.

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

If **you** have alternative accommodation cover under any other policy with **us**, then the most **we** will pay under all policies in total per residential dwelling for any **event** is the highest applicable limit.

ELECTRICAL OR ELECTRONIC BREAKDOWN

WHAT IS COVERED

We cover sudden and **accidental** burning out of any mechanical or electrical equipment at the **home** during the **period of insurance** caused by the breakdown, failure or wearing out of any part of that equipment, as a result of an **accidental** and external force.

WHAT WE PAY

The most that **we** pay for any equipment which is more than 10 years old is its **actual value**.

GRADUAL DAMAGE

WHAT IS COVERED

We cover:

1. **hidden gradual damage** to the **home** and/or the **landlord's fixtures and fittings** that happens and that **you** discover during the **period of insurance**, and
2. any other part of the **home** and/or the **landlord's fixtures and fittings** which is not directly affected but which must be removed, damaged or destroyed to locate the cause of the **hidden gradual damage**, provided that **we** have first given **our** permission.

WHAT WE PAY

The most **we** will pay during an **annual period** is \$3,000.

LANDLORD'S FIXTURES AND FITTINGS

WHAT IS COVERED

We cover any sudden and **accidental loss** to the **landlord's fixtures and fittings** at the **home** during the **period of insurance** while it is a rental property and this is shown on the **schedule**.

WHAT WE PAY

We will at **our** option pay:

1. the **actual value** of the **loss**, or
2. the cost to repair the item as nearly as possible to the same condition it was in immediately before the **loss** occurred.

The most **we** will pay is \$3,000 for any **event**, unless a higher amount is shown on the **schedule**.

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

LANDSCAPING

WHAT IS COVERED

We cover the reasonable costs to restore or reconstruct the garden or lawn within the residential boundaries of the **home**, provided:

1. the garden or lawn was damaged or destroyed by an **event** that is covered by this Home policy, and
2. the **home** was damaged by the same **event**, and
3. a claim is payable for damage to the **home**.

WHAT WE PAY

The most **we** will pay is \$2,000 for any **event**. **We** will pay these costs in addition to the **total sum insured**.

LOSS OF RENT

WHAT IS COVERED

We cover the amount of any rent which **you** have lost, if the **home** cannot be lived in due to a **loss** to the **home** that occurs during the **period of insurance** that:

1. is covered by this policy, or
2. would have been covered by this policy, but is covered by the **EQC Act** instead, while the **home** is a residential rental property and this is shown on the **schedule**.

WHAT WE PAY

The most that **we** will pay is \$15,000 per residential dwelling shown on the **schedule** as covered by this policy for any **event**. **We** will pay these costs for a maximum of 6 months for any **event**.

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

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

NATURAL DISASTER COVER

WHAT WE COVER

We cover any sudden and **accidental loss** to the **home** that occurs during the **period of insurance** caused by a **natural disaster**, subject to the following:

WHERE EQC COVER APPLIES

1. If that **loss** is covered under **EQC Act**, or would have been but for:
 - (a) the application of an excess under the **EQC Act**,
 - (b) a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**,
 - (c) a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever,
 - (d) any act or omission on **your** part, the part of **your** agent, or the part of the EQC, and the cost to repair or rebuild the part of **your home** that suffered the **loss** exceeds **your** maximum entitlement available (or that would have been available but for the reasons in 1. (a) to (d) above), for that **loss** under the **EQC Act** (plus the excess under that Act), **we** will pay the difference between that maximum entitlement (plus that excess) and the cost to repair or rebuild the part of **your home** that suffered the **loss**.

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2. The most **we** will pay under this benefit is the difference between that maximum entitlement (plus the excess under the **EQC Act**) and the **total sum insured**.

WHERE NO EQC COVER APPLIES

Where **your** claim for **loss** to the **home** under this benefit is for, or includes, any part of the **home** that is not covered under the **EQC Act**, then the **excess** will be the higher of:

- (a) \$5,000, and
- (b) the **excess** otherwise applicable to the claim under this policy.

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

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

NEW BUILDING WORK

WHAT IS COVERED

We cover:

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

We cover any sudden and **accidental loss** which occurs during the **period of insurance** caused by any of the following:

- (a) fire, explosion, or lightning,
- (b) storm or flood, but not exposure to normal weather conditions,
- (c) riot or labour disturbance,
- (d) aircraft or other aerial or spatial device or articles dropped from them,
- (e) impact by any **motor vehicle** or animal.

WHAT IS NOT COVERED

We do not cover any of these:

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

WHAT WE PAY

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

POST- EVENT INFLATION PROTECTION

WHAT WE COVER

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

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

WHAT WE PAY

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

1. the **home sum insured** shown on the **schedule**, and

2. the **special feature sums insured**, where a **special feature** is shown on the **schedule**, up to a maximum of 10% more than those sums insured.

For example:

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

SALE AND PURCHASE

WHAT WE COVER

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

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

SECURITY SYSTEM

WHAT IS COVERED

If the **home** is fitted with an alarm or a security system which **we** have approved, and this is activated during a break in or attempted break in, during the **period of insurance**, **we** pay the reasonable cost to reset or reprogram it.

WHAT IS NOT COVERED

We do not pay the cost of any call-out fee or similar charge for attendance by any monitoring service or security service as a result of the alarm or security system being activated.

WHAT WE PAY

The most that **we** pay is \$500 for any **event**.

PART E: INSURANCE COVER – LIABILITY

WHAT IS COVERED

LEGAL LIABILITY

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

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

occurring during the **period of insurance**, caused by or through or in connection with **your** ownership of the **home** and/or its grounds, and/or the **landlord's fixtures and fittings**.

DEFENCE COSTS

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

WHAT IS NOT COVERED

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

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

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

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HOW MUCH WE PAY

LEGAL LIABILITY

The most **we** will pay for Item 1. of 'Legal Liability' above is \$1,000,000 for any **event**. The most **we** will pay for Items 2, 3 and 4 of 'Legal Liability' above is \$100,000 for any **event**. This is in addition to the **total sum insured**.

DEFENCE COSTS

Defence costs covered by this policy will be paid in addition to the **total sum insured** and Legal Liability limit (above).

SETTLEMENT OF ANY CLAIM

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

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

48 HOUR RESTRICTION

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

However, this exclusion does not apply where:

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

CONFISCATION

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

CONSEQUENTIAL LOSS

You are not covered for any kind of consequential loss other than as specifically provided for under the 'Alternative Accommodation' and 'Loss of Rent' Automatic Additional Benefits.

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

EARTH MOVEMENTS

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

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

ELECTRONIC DATA AND PROGRAMS

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

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

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

EXCESS

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

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

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

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

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

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

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NUCLEAR

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

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

TERRORISM

You are not covered for any loss, liability, death, prosecution or expense of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

UNLAWFUL SUBSTANCES

You are not covered for loss, expense or liability in connection with the manufacture, storage, or distribution at the **home**, of any 'controlled drug' as defined in the Misuse of Drugs Act 1975, unless:

1. the **home** is rented to a **tenant**, and
2. **you**, or the person who manages the tenancy on **your** behalf, has:
 - (a) exercised reasonable care in the selection of **tenant(s)** by at least obtaining satisfactory written or verbal references, and
 - (b) completed an internal and external inspection of the property at a minimum of 3 monthly intervals and upon every change of **tenant(s)**, and
 - (c) kept a written record of the outcome of each inspection, and provided to **us** a copy of the record if **we** requested it.

If both of the above criteria have been met, the most **we** will pay for any **event** is:

- (a) \$25,000 for any **loss** resulting from chemical contamination, or
- (b) the **total sum insured** for **loss** resulting from fire or explosion.

If **you** have any other policy with **us** that contains this same 'Unlawful Substances' exclusion, the most **we** will pay for any **event** under all policies for (a) above is \$25,000.

VACANT HOMES

This policy is automatically suspended if **you** or a person authorised by **you** has not been living at the **home** for a period of more than 60 consecutive days.

This policy will automatically start again as soon as **you**, or a person authorised by **you**, is living in the **home** again.

However, this policy may be continued, if one of the following applies:

1. **You** tell **us** that no one will be living at the **home** and **we** agree that cover will continue. **We** may, at this time, change the terms of the policy.
2. **We** have the **home** recorded as a holiday home, and the following criteria are met:
 - (a) the **home** is inspected inside and outside by **you** or a nominated person at least every 60 days, and
 - (b) the **home** and its grounds are adequately maintained, and
 - (c) mail is cleared regularly, and
 - (d) the water supply is turned off, and
 - (e) all doors are locked, and all windows secured.

WAR

You are not covered for any loss, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

PART G: CLAIMS

WHAT YOU MUST DO

If anything happens that may lead to a claim under this Home Policy, **you** must:

1. do what **you** can to take care of the **home** and/or the **landlord's fixtures and fittings** and to prevent any further loss, expense or liability, and
2. tell **us** as soon as possible, and
3. notify the police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **home** and/or the **landlord's fixtures and fittings** before any repairs are started, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information, in connection with the claim, being:
 - (a) disclosed to **us**, and
 - (b) transferred to the Insurance Claims Register Limited, and
8. not destroy or dispose of anything that is or could be part of a claim.

WHAT YOU MUST OBTAIN OUR AGREEMENT TO DO

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this Home Policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery.

ACTIONS WE MAY TAKE

We may take action in **your** name to:

1. negotiate, defend or settle any claim against **you** that is covered by this Home Policy, and/or
2. recover from any other person anything covered by this Home Policy.

You must assist **us** with these actions. **We** will be responsible for the reasonable legal costs of these actions.

DISHONESTY

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

1. decline **your** claim either in whole or in part, and/or
2. declare either this Home Policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

PART H: POLICY CONDITIONS *THIS APPLIES TO ALL PARTS OF THIS POLICY*

BREACH OF ANY CONDITION

If:

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

breaches any of the conditions of this policy, **we** may:

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

This is at **our** sole discretion.

TAKING REASONABLE CARE

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

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

TELLING THE TRUTH

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

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

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CHANGES IN CIRCUMSTANCES

You must notify **us** immediately if, after the start of this policy, there is a material:

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

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

Information is 'material' where we would have made different decisions about either:

(a) accepting your insurance, or (b) setting the terms of your insurance, including the premium and excess, if we had known that information. If in any doubt, notify us anyway.

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

DISPUTES

The law of New Zealand applies to this policy, and the New Zealand Courts have exclusive jurisdiction.

CURRENCY

Any amounts shown in this policy and on the **schedule** are in New Zealand Dollars.

GOODS AND SERVICES TAX

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

1. the **total sum insured, home sum insured, special features' sums insured**, limits for retaining walls and **recreational features** all exclude GST, and
2. all other policy limits and sub limits include GST, and
3. all **excesses** include GST, and
4. GST will be added, where applicable, to claim payments.

OTHER INSURANCE

You must tell **us** if the **home** and/or the **landlord's fixtures and fittings** become covered under any other insurance. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

PARTIES WITH A FINANCIAL SECURITY

If **we** know of any financial interest over the **home**, **we** may pay part or all of any claim proceeds to the holder of that interest.

This payment will go towards meeting the obligations **we** have under this policy for the **loss**.

We are authorised by **you** to disclose personal information about **you** to any holder of a financial interest.

Any party who is recorded as having a financial interest under this policy, is not covered by this policy and does not have rights to claim under this policy.

ASSIGNMENT

Except as outlined in 'Parties with a financial security' above, **you** must not otherwise transfer any of **your** entitlements or benefits under this policy to any person or entity without **our** prior written consent.

It is not possible to assign the entitlements or benefits of 'If your home is uneconomic to repair, 1.'. If, in **our** opinion, it is not economic to repair the **loss** to the **home**, the provisions of 'If your home is uneconomic to repair, 2.' will apply to the entitlement that is transferable. It is not possible to assign this policy to another person or entity.

CHANGE OF TERMS

We may change the terms of this policy (including the **excess**) by giving **you** notice in writing or by electronic means at **your** last known address. Unless otherwise specified in this policy the change in terms will take effect from 4pm on the 30th day after the date of the notice.

CANCELLATION

BY YOU

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

BY US

We may cancel this policy by giving **you** or **your** broker notice in writing or by electronic means at **your** or **your** broker's last known address. **We** will give at least 14 days notice before **we** do this. The 14 day period starts on the day **we** deliver or post the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of insurance**.

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AUTOMATICALLY

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

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

ACTS OF PARLIAMENT

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

JOINT INSURANCE

If the 'Insured' on the **schedule** 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.

We may pay any claim in full to the person who is named first on the **schedule**, and this will meet all **our** obligations under this policy for that claim.

PART I: DEFINITIONS

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

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

accidental	unexpected and unintended by you .
act of terrorism	any act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that: <ul style="list-style-type: none">▶ involves violence against one or more persons, or▶ involves damage to property, or▶ endangers life other than that of the person committing the action, or▶ creates a risk to health or safety of the public or a section of the public, or▶ is designed to interfere with or disrupt an electronic system.
actual value	the estimated reasonable cost to repair or replace an item in New Zealand with an item that is of comparable age, quality and capability, and is in the same general condition.
annual period	the annual period is the period of insurance . However, if: <ul style="list-style-type: none">▶ the premium is paid monthly or quarterly, or▶ the period of insurance is for more than 12 months, the annual period is the current 12 month period calculated consecutively from the date this policy first started.
application	the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us .
computer virus	a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which 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.
electronic data	facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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EQC Act	Earthquake Commission Act 1993 and any Act in substitution of that Act.
event	any one event or series of events arising from one source or original cause.
excess	this is the first amount of the claim that you must pay which is shown on either the schedule or in this policy wording.
hidden gradual damage	hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from any internal: <ul style="list-style-type: none">▶ tank that is plumbed into the water reticulation system of the home and is permanently used to store water, or▶ water pipe, or▶ waste disposal pipe, installed at the home .
home	the residential dwelling(s) that you own at the situation shown on the schedule as defined in 'Part B: The Home'.
home sum insured	the amount shown on the schedule of the same name. This includes any increased policy limits for retaining walls and recreational features .
incident	something that happens at a particular point in time, at a particular place and in a particular way.
landlord's fixtures and fittings	curtains, blinds, drapes and light fittings that are owned by or hired to you (provided that you are legally liable under the hire agreement) and provided by you for use by the tenant(s) .
loss	physical loss or physical damage.
motor vehicle	any type of machine on wheels, or caterpillar tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.
natural disaster	an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the EQC Act .
period of insurance	the period shown on the schedule .
recreational features	any tennis court and/or permanently fixed swimming pool or permanently fixed spa pool including its ancillary equipment and/or pump(s).
schedule	the Schedule to this policy which shows details about you and your insurance. When your insurance changes or renews, we give you a new Schedule to replace the previous one.
special feature	any item that is listed on the schedule with a corresponding special feature sum insured .
special feature sum insured	the Sum Insured amount shown on the schedule that corresponds with the special feature .
tenant	the person or persons renting the home from you under a residential tenancy agreement.
total sum insured	the amount shown on the schedule of the same name inclusive of: <ul style="list-style-type: none">▶ the home sum insured, which includes any limits for retaining walls and recreational features, and▶ any special features' sums insured, and▶ 'Part D: Automatic Additional Benefits' unless stated otherwise within such benefit(s).
we	NZI, a business division of IAG New Zealand Limited.
you	the 'Insured' shown on the schedule .

Supersurance / HOME INSURANCE POLICY

Supersurance / HOME INSURANCE POLICY



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

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

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

To find out more about the advantages of choosing NZI, talk to your broker or visit nzi.co.nz.

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