

SILVER HOME

POLICY WORDING



CONTENTS

INTRODUCTION	3
INSURANCE AGREEMENT	3
SECTION ONE – COVER FOR YOUR HOME	4
SECTION ONE – AUTOMATIC ADDITIONAL BENEFITS	7
SECTION TWO – YOUR LEGAL LIABILITY	9
POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY	10
HOW TO CLAIM	11
POLICY CONDITIONS	11
DEFINITIONS	13

AON CPF SILVER HOME POLICY

INTRODUCTION

ABOUT THIS POLICY

Your Home Policy consists of:

1. this policy document, and
2. the **schedule**, and
3. the information **you** have provided in the **application**.

YOUR DUTY OF DISCLOSURE

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

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

CHANGING YOUR MIND

If **you** are not happy with this Home Policy, **you** can change **your** mind, provided **you** tell **us** within 15 days of the date **your** Home Policy started. **We** will cancel **your** Home Policy as if it had never existed and refund in full any premium **you** have paid.

This does not apply if a claim has been made.

EXAMPLES

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

HEADINGS

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

DEFINED WORDS

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'DEFINITIONS'.

INSURANCE AGREEMENT

OUR AGREEMENT

You agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy document.

48 HOUR RESTRICTION

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

However, this exclusion does not apply where:

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**.

VACANT HOMES

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

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

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

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) all doors are locked, and all windows secured.

SECTION ONE – COVER FOR YOUR HOME

WHAT YOU ARE COVERED FOR:

You are covered for any sudden and **accidental loss** to the **home** that occurs during the **period of insurance**.

WHAT YOU ARE NOT COVERED FOR:**CAUSES OF LOSS NOT COVERED**

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

1. structural additions or structural alterations, unless:
 - (a) **we** have been notified of the additions or alterations beforehand and **we** have agreed in writing to cover this, or
 - (b) cover is provided under the 'New Building Work' Automatic Additional Benefit, or
2. water in any form (including hail and snow) entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
 - (a) **you**, or
 - (b) any other person (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.

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

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

TYPES OF LOSS NOT COVERED

You are not covered for:

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

However, this exclusion 3. applies only to the property directly affected. It does not apply to any resultant sudden and **accidental loss** to other parts of the property, or
4. the breakdown, failure or wearing out of any mechanical or electrical equipment or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

GRADUAL DAMAGE NOT COVERED

You are not covered for:

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

INTENTIONAL ACTS NOT COVERED

You are not covered for 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 POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY on page 10.

WHAT WE WILL PAY:**THE MOST WE WILL PAY****Home Sum Insured**

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

2. However, within the **home sum insured**, the most **we** will pay in total for any **event** that occurs during the **period of insurance** for **loss** to:
- (a) all retaining walls is \$15,000 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, and
 - (b) all **recreational features** is the limit shown on the **schedule**. If no limit is shown, it means that this policy provides no cover for **recreational features**.

Please contact us if you require additional cover for retaining walls and/or cover for recreational features.

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 'Section One – Cover for your Home' in total for any **event** 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) all Automatic Additional Benefits unless stated otherwise.

IF YOUR HOME IS ECONOMIC TO REPAIR

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

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

IF YOUR HOME IS UNECONOMIC TO REPAIR

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

- (a) Rebuild on the same site: **We** will pay the reasonable cost incurred to rebuild the part of **your home** that suffered the **loss** to an equivalent size and specification on its original site, or
- (b) Rebuild on another site: **We** will pay the reasonable cost incurred to rebuild the part of **your home** that suffered the **loss** to an equivalent size and specification on another site that **you** provide anywhere in New Zealand. The cost must not be greater than the reasonable cost of rebuilding the part of **your home** that suffered the **loss** on its original site less 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 'What we will pay – The most we will pay'.

Standard of Repair or Rebuild

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

Compliance Costs

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

Professional and Other Fees

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

Demolition and Removal Costs

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

Costs not Covered

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

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

We will not pay these costs. You will have to meet these.

SECTION ONE – AUTOMATIC ADDITIONAL BENEFITS

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

ALTERNATIVE ACCOMMODATION This Home Policy is extended to cover the reasonable additional cost of temporary alternative accommodation (of a similar standard to the **home**) for **you** and **your** domestic pets, if the **home** cannot be lived in due to a **loss** to the **home** during the **period of insurance** where the **loss**:

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

The most **we** will pay is \$15,000 per residential dwelling shown on the **schedule** as covered by this Home Policy for any **event**.

We will pay these costs for a maximum of 12 months for any **event**. **We** will pay these costs in addition to the **total sum insured**.

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

EXCESS WAIVER ON BURGLARY CLAIMS

If the **home** is fitted with an alarm or a security system that **we** approve, and it is activated during a break-in or attempted break-in during the **period of insurance** and there is evidence of this, **we** will waive the **excess** for the claim.

HOME OFFICE

This Home Policy is extended to cover any part of the **home** used as a home office.

LANDLORD'S FIXTURES AND FITTINGS

This Home Policy is extended to 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**.

We will at **our** option pay:

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

The most **we** will pay is \$5,000 for any **event**. **We** will pay these costs in addition to the **total sum insured**.

LOSS OF RENT

This Home Policy is extended to cover the amount of any rent **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 Home Policy, or
2. would have been covered by this Home Policy, but is covered by the **EQC Act** instead, while the **home** is a residential rental property and this is shown on the **schedule**.

The most **we** will pay is \$15,000 per residential dwelling shown on the **schedule** as covered by this Home Policy for any **event**. **We** will pay these costs for a maximum of 12 months for any **event**. **We** will pay these costs in addition to the **total sum insured**.

If **you** have 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

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

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

Where no EQC Cover applies

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

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

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

NEW BUILDING WORK

WHAT IS COVERED

This Home Policy is extended to cover:

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

We cover any sudden and **accidental loss** that 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, 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 structure:

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

WHAT WE WILL PAY

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

OUTBUILDINGS EXTENSION

This Home Policy is extended to cover sudden and **accidental loss** during the **period of insurance** to outbuildings that are primarily for domestic use but are also used for the storage of:

1. tools,
 2. animal feed,
 3. uninstalled equipment, or
 4. machinery and vehicles,
- that are used for rural lifestyle purposes only.

POST EVENT INFLATION PROTECTION

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

1. a **natural disaster**, flood or storm has occurred in the vicinity of the **home** causing widespread **loss** and, as a direct result of this widespread **loss**, building costs have increased due to a statistically significant increase in demand in **our** opinion, and
2. **your home** has suffered sudden and **accidental loss** caused by **natural disaster**, flood or storm of any kind 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 covered cost to repair or rebuild:
 - (a) the **home** is higher than the **home sum insured**, and/or
 - (b) any retaining wall or **recreational feature** is higher than its corresponding limit shown in this Home Policy, and/or
 - (c) any **special feature** is higher than its corresponding **special feature sum insured**, due solely to the increase in building costs described in paragraph 1. above.

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

- (a) the **home sum insured**, and
 - (b) the corresponding limit for retaining wall and/or **recreational feature** shown in this Home Policy, and
 - (c) the **special feature sums insured**,
- up to a maximum of 10% more than those respective sums insured or limits. However, under no circumstances will **we** pay more than an additional 10% of the **home sum insured** in total for (a) and (b) under this clause.

SALE AND PURCHASE

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

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

SECTION TWO – YOUR LEGAL LIABILITY

LEGAL LIABILITY

WHAT YOU ARE COVERED FOR:

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 YOU ARE NOT COVERED FOR:

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.

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

WHAT WE WILL PAY:

LEGAL LIABILITY

The most **we** will pay is \$1,000,000 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.

POLICY EXCLUSIONS THAT APPLY TO ALL PARTS OF THIS POLICY

CONFISCATION	You are not covered for any loss, expense or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation.
CONSEQUENTIAL LOSS	You are not covered for any kind of consequential loss other than as specifically provided for under the 'Alternative Accommodation' and 'Loss of Rent' Automatic Additional Benefits. <i>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.</i>
EARTH MOVEMENTS	You are not covered for any loss or liability connected in any way with: <ol style="list-style-type: none"> 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 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. <i>For example, if a limit of \$1,000 applies, and an excess of \$500 is payable by you, the amount we will pay is \$500.</i>
NUCLEAR	You are not covered for any loss, liability, prosecution or expense of any type in connection with: <ol style="list-style-type: none"> 1. ionising radiation or contamination by radioactivity from: <ol style="list-style-type: none"> (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: <ol style="list-style-type: none"> 1. the home is rented to a tenant, and 2. you, or the person who manages the tenancy on your behalf, has met the landlord's obligations. <p>If both of the above criteria have been met, the most we will pay for any event is:</p> <ol style="list-style-type: none"> (a) \$25,000 for any loss resulting from chemical contamination, or (b) the total sum insured for loss resulting from fire or explosion. <p>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.</p>
WAR	You are not covered for any loss, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

HOW TO CLAIM

WHAT YOU MUST DO

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
2. recover from any other person for 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.

POLICY CONDITIONS

BREACH OF ANY CONDITION

If:

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

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

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

This is at **our** sole discretion.

TRUE STATEMENTS AND ANSWERS

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

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

REASONABLE CARE

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

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

OTHER INSURANCE

You must tell **us** if the **home** 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.

CHANGES IN CIRCUMSTANCES

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

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

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

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

(a) accepting your insurance, or (b) setting the terms of your insurance, 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 Home Policy (known as moral hazard).

CANCELLATION

BY YOU

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

BY US

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

AUTOMATICALLY

If, in **our** opinion it is uneconomic to repair the **loss** to the **home**, this Home Policy will be automatically cancelled from the date **we** pay **your** claim or the date on which rebuilding commences, whichever occurs first. **We** will not refund **you** any premium for the unused portion of the **period of insurance**.

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

CHANGE OF TERMS

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

CURRENCY

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

GOVERNING LAW AND JURISDICTION

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

LEGISLATION CHANGES

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

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** (if applicable) 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.

JOINT INSURANCE

If this Home Policy covers more than one person, then all persons are jointly covered.

This means that a breach of this Home Policy by any one person affects everyone's ability to claim under this Home Policy.

OTHER PARTIES WITH A FINANCIAL INTEREST

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 Home Policy, is not covered by this Home Policy and does not have rights to claim under this Home Policy.

ASSIGNMENT

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

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

It is not possible to assign this Home Policy to another person or entity.

DEFINITIONS

The definitions apply to the plural and any derivatives of the words. *For example, the definition of 'accident' also applies to the words 'accidentally', 'accidental' and 'accidents'.*

accident	Unexpected and unintended by you .
act of terrorism	An 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.
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.
home	The residential dwelling(s) that you own at the situation shown on the schedule including any of the following used at all times solely for domestic use: <ul style="list-style-type: none"> • outbuildings within the residential boundaries of the situation on which the residential dwelling(s) is situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter, • fixtures and fittings permanently attached to the residential dwelling(s) or its outbuildings. This includes: kitchen stove, hob or range hood, any other home appliance that is permanently wired, permanently plumbed or permanently built-in, • kitchen oven permanently attached or not, • fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or any outbuilding included above, • driveway of permanent construction that provides direct access to the residential dwelling(s) or any outbuilding included above, • patio, paths and paving of permanent construction, deck, steps, gate or fence, as long as they are on or within the residential boundaries within which the residential dwelling(s) is situated,

- walls including garden walls and retaining walls,
- 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 heating systems.

It does not include **recreational features** unless they are shown on the **schedule** with a corresponding limit as part of the **home sum insured**.

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, unless cover is provided by the 'Outbuildings Extension' Automatic Additional Benefit,
- 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,
- land, earth or fill,
- structure or property not at the situation shown on the **schedule**.

home sum insured

The amount shown on the **schedule** of the same name. This includes any increased policy limits for retaining walls and **recreational features**.

incident

Something that happens at a particular point in time, at a particular place and in a particular way.

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)**.

landlord's obligations

You, or the person who manages the tenancy on **your** behalf, must:

- exercise reasonable care in the selection of **tenant(s)** by at least obtaining satisfactory written or verbal references, and
- complete an internal and external inspection of the property at a minimum of 4 monthly intervals and upon every change of **tenant(s)**, and
- keep a written record of the outcome of each inspection, and provide to **us** a copy of the record if **we** request it.

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 of Insurance shown on the schedule .
recreational features	Any tennis court and/or permanently fixed swimming pool or permanently fixed spa pool including its ancillary equipment and/or pump(s).
schedule	The latest version of Your Schedule we issued to you for this Home Policy.
special feature	Any item that is listed on the schedule with a corresponding special feature sum insured .
special feature sum insured	The Sum Insured amount shown on the schedule that corresponds with the special feature .
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 • Automatic Additional Benefits unless stated otherwise within such Benefit(s).
we, us, our	The Co-Insurers shown on the schedule .
you	The person(s), or entity shown as the insured on the schedule .

VARIATION TO POLICY WORDING

SILVER HOME POLICY

YOUR AON CPF SILVER HOME POLICY IS AMENDED AS FOLLOWS:

SAFETY MARGIN

If **your home** suffers sudden and **accidental loss** that is covered by this Home Policy and in **our** opinion:

1. it is economic to repair the **loss to your home**, or
2. it is uneconomic to repair the **loss to your home**, and **you** choose to rebuild on the same site or another site,

we will pay an additional amount as follows:

- (a) If the actual covered cost to repair or rebuild the **home** is higher than the **home sum insured**, **we** will pay this higher amount up to an additional 15% of the **home sum insured**.
- (b) If the actual covered cost to repair or rebuild any retaining wall and/or **recreational feature**, is higher than its corresponding limit shown in **your** Home Policy, **we** will pay this higher amount up to an additional 15% of the applicable limit.
- (c) If the actual covered cost to repair or rebuild any **special feature** is higher than its corresponding **special feature sum insured**, **we** will pay this higher amount up to an additional 15% of that **special feature sum insured**.

However, under no circumstances will **we** pay more than an additional 15% of the **home sum insured** in the combined total for (a) and (b) under this clause.

This Safety Margin benefit does not apply:

1. to **loss** caused by **natural disaster**, flood or storm of any kind, and
2. if **you** choose either option (c) Buy another home or option (d) Accept a cash payment with our consent under 'What We Will Pay – If your Home is Uneconomic to Repair'.

This Safety Margin clause (and the benefits under it) may be removed by **us** at any time, by giving **you** notice as per the 'Change of terms' Policy condition.

Please ensure you review your home sum insured, special features' sums insured and retaining wall/recreational features limits at each renewal and also when you extend or renovate your home.

For example:

Your home is so badly damaged in a fire that it is uneconomic to repair. The cost to rebuild the home exceeds your total sum insured of \$300,000. We may pay up to \$345,000 to rebuild your home.

MANAGED BY



NZI, a business division of
IAG New Zealand Limited

THE CO-INSURERS

Arranging insurance means making a legal contract under which you promise to meet certain obligations and conditions and in return your Co-Insurers promise to provide the specified insurance cover.

This policy has been signed by the Co-Insurers for the percentages, severally, set out below.

LIST OF CO-INSURERS



NZI, a business division of IAG New Zealand Limited
Proportion 51%



VERO INSURANCE NEW ZEALAND LIMITED
Proportion 39%



ALLIANZ AUSTRALIA INSURANCE LIMITED
Proportion 10%

RESPECTED NAMES IN THE NEW ZEALAND AND AUSTRALIAN INSURANCE INDUSTRY FOR MANY YEARS

AON CPF SILVER HOME POLICY

Managed by NZI, a business division of IAG New Zealand Limited
This policy document is subject to copyright.
Printed using vegetable or water-based inks on paper from an
environmentally certified and sustainably managed forest and mill.

form no: NZ5366/11 08/15
issued: August 2015

0800 266 747
www.aon.co.nz

MANAGED BY



NZI, a business division of
IAG New Zealand Limited

